

TERMS AND CONDITIONS

Name of the Contest	Center Fresh “Soch Karo Fresh” Contest
About the Contest	<p>The terms and conditions contained herein (hereinafter referred to as “Terms”) shall be applicable to the Contest titled “Soch Karo Fresh” (hereinafter “Contest”).</p> <p>The Contest aims to highlight the achievements & perseverance of women who are making their mark in fields and are breaking barriers and challenging the status quo on daily basis. Bringing such stories to the fore shall inspire others as well.</p>
Organizing and Managing Entity	This Contest is being organized by Perfetti Van Melle India Private Limited, with registered office at 47th Milestone Delhi – Jaipur Highway, Manesar 122050, Gurgaon (Haryana) and corporate office at 1st Floor, Tower A, Global Business Park, MG Road, Gurgaon – 122002 (Haryana) (“ Organizer ”) and managed by Creative Land Digital Technologies Pvt Ltd with registered office at Unit No 2A, Ground Floor, Solitaire Plaza, MG Road, Gurgaon 122002, Haryana, India (“ Agency ”).
Contest Period	This Contest begins on 20 th February 2023 at 00:00 and ends on 8 th April 2023 at 23:59 (“ Contest Period ”). To be eligible to participate in the Contest, the “ Entry ” shall be made within the Contest Period.
Brand	The Contest is in relation to the promotion of the brand i.e., “Center Fresh Mints” (Women’s Day limited edition pack)
Eligibility for Participants	<p>The Contest is open to anyone who is:</p> <ol style="list-style-type: none">1) a resident citizen of India, and2) 18 years of age or above and submit their Entry for the Contest during the Contest Period and;3). The nominated person in story under the contest shall be Women. <p>Mere participation in the Contest does not entitle the Participant to be selected as a Winner.</p> <p>No purchase is necessary to participate or receive a prize in this Contest. A purchase will not increase the Participant’s chances of winning.</p> <p>The Contest is void where prohibited by law.</p> <p>There is no limit on the number of entries.</p> <p>Organizer reserves the right to exclude any person from the contest on grounds of misconduct or criminal record.</p> <p>The Organizer’s/Agency’s employees, directors, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and their employees thereof (collectively the “Employees”), as well as members of an Employees’ immediate family and/or those living in the same household of Employees are ineligible to participate in the Contest.</p>
Territory	This Contest is valid pan India.
Agreement to Terms	By entering this Contest, the entrant (“ Participant ”) agrees to abide by the Organizer’s Official Rules and decisions, which are fully and unconditionally binding in all respects. The Organizer reserve the right to refuse, withdraw, or disqualify any Entry at any time at the Organizer’s sole discretion. By entering this Contest, the Participant represents and warrants that he/ she is eligible to participate based on eligibility requirements explained in these Terms. You also agree to accept the decisions of the Organizer as final and binding as it relates to the content of this Contest.
How to Enter	<p>A person desirous of participating in this Contest can do so in the following manner:</p> <p>The Participant can submit his/her Entry on the Contest microsite (URL: https://centerfresh.in/sochkarofresh). Participant would need to mention their respective</p>

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	details in the online form and briefly describe the story of the nominee (self or someone the Participant wants to nominate)
Contest Mechanism	<p>Any Entry not adhering to the below mentioned shall not qualify or be considered as a valid Entry by the Organizer/Agency for this Contest:</p> <p>For Entries:</p> <p>Step 1: The Participant will submit his/her Entry on the Contest microsite (URL: https://centerfresh.in/sochkarofresh). Participant would need to mention their respective details in the online form of the Participant itself and the details of the Nominee as directed in the form and briefly describe the story of the nominee (self or someone the Participant is nominating).</p> <p>Step 2: On inserting the story as stated in Step 1, the Participant will click on the "submit now" button and on clicking the same the entry will be submitted for the contest.</p> <p>Optional:</p> <p>Step 3: Once the Participant has nominated and submitted the Entry, the Participant will be redirected to another page on the microsite, where the Participant can review the Entry with the Center Fresh "sochkarofresh" slate/template. If the said preview is acceptable to the Participant, the Participant will have the option to download and also to share the story on their social media account with #SochKaroFresh and by tagging @centerfresh_india (for Instagram), @Centerfreshindia (for facebook).</p> <p>Do's:</p> <ol style="list-style-type: none"> I. The Entry must be original and the Participant must obtain explicit consent of all the persons/institutions/organizations that form a part of the Entry. II. All Entries must highlight the achievements & perseverance of women who are making their mark in fields where women are breaking barriers and challenging the status quo on daily basis. Bringing such stories to the fore shall inspire others as well. III. The stories should be more than 50 words. <p>Don'ts:</p> <ol style="list-style-type: none"> I. The Participant undertakes that the entry does not feature any brands or logo/trademark/any other identifying feature etc. of such brand or any other prominent brand per se of any third-party including but not limited to any competitive brands of the Organizer/Agency.
Participant's obligation respecting third parties	<p>The Participant represents and warrants that he/ she has informed all the third parties including any person/institution/organization, whose story, likeness, biographical information, work, photos, any other material has been used by the Participant for making a submission under this Contest, that:</p> <ol style="list-style-type: none"> (a) Such third party's story, likeness, biographical information, work, photos is being used for the making a submission under this Contest; and (b) The Participant understands that nominee who has been nominated in the story will stand a chance to win the monetary reward under this Contest. (c) The Participant has taken the written consent from such third parties, whose story, likeness, biographical information, work, photos, any other material has been used by the Participant for making a submission under this Contest. (d) That the Participant has informed such Nominee about the applicability of the terms and conditions of this Contest. <ul style="list-style-type: none"> • The Participant warrants that he/ she has taken the written permission and waiver from such third parties in writing and to use as per these Terms. • The Organizer/Agency will have the right to ask for proof of such third party written permission and waiver from the Participant anytime during or after this Contest, for verification purposes.

	<ul style="list-style-type: none"> The Participant warrants and represents that he/ she has taken utmost care as to not violate the privacy of any third party for the purpose of making a submission under this Contest. The Participant undertakes that the entry does not feature any other brands or logo/trademark/any other identifying feature etc. of such brands or any other prominent brand per se of any third-party brands including but not limited to any competitive brands of the Organizer/Agency.
Return of Entries	Entries or participation may not be acknowledged or returned. In fact, entries may be destroyed after the declaration of winners of the Contest. The Participant shall keep a copy or the original of each element of the Entry and the Organizer/Agency shall not be liable to provide copies of the entries to the Participants.
Prize	<p>There will be five Winning Stories and the women nominated in the said winning stories will be eligible for Cash Prize of Rs. 1,00,000/- (Rupees One Lakh only) each nominee:</p> <p>The term “Winner” wherever referred to, in these Terms, will mean the Women nominated in the Winning Story submitted by the Participant.</p> <p>By participating in this Contest and accepting a Prize, the Participant and the Winner agrees to maintain his/her behavior in accordance with all applicable laws, rules, and regulations and generally accepted social practices in connection with participation in any contest or Prize-related activity.</p> <p>Winners understand and agree that the Organizer has the right, in its sole discretion, to disqualify and remove any Winners (or anyone associated with a Winner) from any activity at any time if their behavior at any point is uncooperative, disruptive, or may or does cause damage to the reputation of the Organizer or otherwise violates the policies of the venues.</p> <p>Organizer/Agency is not responsible for any inability or unwillingness of any Winner to accept or use the Prize (or portion thereof) for any reason. Prize details not specifically stated in these Terms, will be determined in Organizer’s sole discretion. To the fullest extent allowable under applicable law, all taxes (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes), as well as any expenses arising from acceptance or use of the Prize and not specified in these Terms as being provided as part of the Prize, are the sole responsibility of the Winner.</p> <p>The Organizer/Agency is not responsible for Prize element or any Prize that is undeliverable or does not reach a Winner because of incorrect or changed contact information. It is the responsibility of the Participants to ensure their contact details are current and up to date.</p> <p>If a Winner does not accept or use the entire Prize for any reason, the unaccepted or unused part of the Prize will be forfeited and the Organizer/Agency will have no further obligation, towards that Winner with respect to that Prize or portion of the Prize. No transfers or substitutions will be made, except at the Organizer’s sole discretion. No more than the stated Prize will be awarded. Participants waive the right to assert as a cost of receiving the Prize, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said Prize.</p> <p>Winners must have a valid PAN card to claim the Prize and must submit a copy of the same before receiving the Prize.</p>
Winner Selection	<p>Entries will be judged by a panel of judges from the advertising, marketing industry and non-government organization working on social causes and chosen by the Organizer in its sole discretion (“Judges”).</p> <p>The Judges will evaluate the entry basis a.) the entry should capture qualities of determination, resilience, grit, b.) the capability of the story to influence people and bring change in their life & the society, c.) creating awareness of roles/fields where women are not participating in parity.</p> <p>The Judging will occur between 10 April 2023 and 31 May 2023.</p>

	<p>All Judges' decisions are final and binding in all matters relating to this Contest. Each Participant acknowledges that other entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to his/her/its Entry, and that he/she/it will not be entitled to any compensation or right to negotiate with the Organizer because of these familiarities or similarities.</p> <p>The Organizer/Agency reserves the right to contact Participant or the nominee for verification purposes and administration of the Contest. Winners will be chosen as specifically described, and not using any random drawing or method incorporating chance.</p>
Winner Notification	<p>The Agency shall tentatively announce the winning entry within fifteen working days from their selection.</p> <p>The Agency shall contact the Participants of the winning entry within 15 days from their announcement as winning entry. The Participant(s) will have to provide the complete contact details of the nominees (Winner) to the Agency/Organizer within 7 days from the date of request by the Agency/Organizer. On sharing of the details by the Participant, the Agency will contact the Nominee of the winning entry for sharing such further details as may be requested by the Agency/Organizer including the below listed information/documents)</p> <ol style="list-style-type: none"> Current Address Proof (same as for Identity Proof) of the Nominee Copy of PAN of Nominee Details of the Nominees Bank Account details of the Nominees only for distribution of the prize amount. <p>The Participant of the Winning Entry shall be contacted by the Agency's representative on the contact number and/or email shared by him/her. The Participant and the Winner of each winning entry would be contacted twice over a period of 48 hrs. In case the said Participant/Winner is not reachable, then the Organizer/Agency reserves the right to either forfeit the Prize or pass on the Prize to another Winner without any further notice to the Participant/Winner.</p>
Delivery of Prize	<ul style="list-style-type: none"> The Prize will be distributed by the NGO (to be appointed by the Organizer in its sole discretion) within 30 (Thirty) days from receiving the above-mentioned account details.
Intellectual Property Rights	<p>The Participant expressly grants and assigns to the Organizer the irrevocable, transferable, perpetual, worldwide and sub licensable, license to reproduce, print, publish, distribute and use in any media known now or hereafter developed, in all material/content submitted in connection with the Contest (whether written, visual including, name, photo, portrait, submission or a combination of those) by the Participant, for editorial, marketing, promotion and other purposes related to the Contest in any medium, including the Internet and social media channels, without such activities granting the Participant (or any other persons appearing in the photo(s) or story right to compensation or any benefit unless prohibited by law.</p> <ul style="list-style-type: none"> The Participant agrees that all the intellectual property rights with respect to the Entry submitted under the Contest shall belong to Organizer and are free from any third-party rights. Submission of an Entry by the Participant shall mean that the Participant disclaims any intellectual property rights claim on the content of the Entry. Nothing contained in these Terms obligates the Organizer to make use of any of the rights granted herein and each Participant granting the intellectual property rights as well as publicity rights under this provision waives any right to inspect or approve any such use. The Participant represents and warrants that the content of the Entry submitted under this Contest is the original work of the Participant and it does not in any manner infringe upon intellectual property rights of a third party. The Participant warrants that he/ she has taken the consent from the third parties to use their story for the purpose of making submission under this Contest.

	<ul style="list-style-type: none"> The Participant hereby agrees to indemnify and keep indemnified the Organizer, and its officer, employee, affiliates, promoters, etc. as well as the Agency from any and all claims in respect of any aspect of the content (which may feature one or more other people/friends/other third parties) or the material used in the content as submitted by the Participant, or any of the intellectual property rights thereof, or the assignment thereof, or privacy or publicity, property rights or of any other claims, as well as claims from any third person(s) associated in any manner with the material used in the content or any claims arising from the breach/ violation of any of these Terms. Except as provided under these Terms, the Organizer and its affiliates retain all right, title and interest in the slate used in this Contest, Organizer's logo, trademark and brand name ("Organizer's Intellectual Property"). The Participants shall not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display, or in any way exploit the Organizer's Intellectual Property, in whole or in part, except as expressly permitted in these Terms.
Social Media	Organizer acknowledges that this Contest is in no way sponsored, endorsed, or administered by, or associated with any social media channels i.e. Instagram/Facebook/YouTube and releases Instagram/ Facebook /YouTube of any and all liability in relation to this Contest. Any information provided by the Participant under this Contest is provided to the Organizer/Agency and not to Instagram/Facebook/YouTube. In accepting these Terms Participants release Instagram/Facebook/You Tube from any liability to the fullest extent possible in law.
Personal Data Protection	<p>In compliance with the applicable personal data protection laws, the Organizer informs the Participants that the personal data provided to participate in the Contest will be collected and processed under the control of the Organizer solely for the purpose of operating this Contest including the management of the Participant's participation and, in this case, the delivery of the Prize and the publication of the Participant's data as winner of a prize as indicated in these Terms. Consequently, the processing of the Participant's personal data is based on the Participant's will to participate in the Contest.</p> <p>The personal data processed will be kept as long as the Contest is in force and after only for the publication purposes referred and/or as long as it is necessary to comply with any legal regulation that may impose upon the Organizer the obligation to keep the data for a longer period of time.</p> <p>The Organizer informs the Participant, that accepts, that it may outsource to third parties part of the services related to the management of the Contest with the purpose to obtaining logistic and/or administrative support (for instance, companies that carry out the service of delivering the prizes, or companies rendering technological services like hosting of the Organizer's Website or social media channels). All these companies are acting as processors or authorized recipients and can have access to and/or process the Participant's personal data only as far as it is necessary to comply with the purposes of this Contest.</p> <p>The Organizer informs the Participant that he/she has right to request access to and rectification or erasure of his/her personal data, or restriction or objection to processing, as well as the right to data portability or to withdraw the consent given by addressing to the Organizer a written communication to Perfetti Van Melle India Private Limited at its registered office address or by sending an email to pvmddpo@perfettivanmelle.com at the attention of Perfetti Van Melle India Pvt. Ltd. always providing a copy of the identification document or any other document proving it.</p> <p>Organizer reserves the right to verify the truthfulness of the personal data provided by the Participant at any time.</p> <p>Organizer's decision on the winner cannot be contested at any point of time.</p>
Questions or Queries	To clarify any doubts, the Participants can send an e-mail to: sochkarofresh@centerfresh.in
Contest Advertising	The advertising of this Contest may be made on packaging and/or in other supports that the Organizer deems appropriate.

	<p>Use of an automated system to participate is prohibited and will result in disqualification. The Organizer/Agency has the right, at its absolute discretion, to disqualify the winner if the Participant's acts or information provided, for participation, does not comply with the rules and regulations of this Contest. The Organizer/Agency shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid claims and entries including, without limitation, to require further verification as to the identity, age and other relevant details of a Participant, before accepting a claim or Entry as being valid.</p> <p>The Organizer reserves the rights to vary these Terms or cancel the Contest at any stage in the event of circumstances arising beyond its control. Any change shall be advertised in the same way this Contest has been advertised</p> <p>In its sole discretion, the Organizer reserves the right to modify, suspend, cancel, or terminate the Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Organizer's control, impact or corrupt the security, fairness, proper conduct, or administration of Contest . The Organizer, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Organizer. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or website or violates these Terms will be disqualified by the Organizer in its sole discretion. In its sole discretion, the Organizer has the right to maintain the integrity of the Contest, to void votes for any reason, including but not limited to: the use of bots, macros, scripts, or other technical means for entering, found having content not appropriate for social media, etc. Attempts by any Participant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. If any such attempt is made, the Organizer reserves the right to seek damages to the fullest extent permitted by law.</p>
<p>Limitation of Liability</p>	<p>Entry into this Contest constitutes Participant's agreement to release and hold harmless the Organizer/Agency and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or internet service; 4) unauthorized intervention in any part of the entry process or the Contest; 5) electronic error or human error in the Contest administration or the processing of entries.</p>
<p>Additional Disclaimer</p>	<p>The Organizer is not responsible and/or liable for any of the following, whether caused by the Organizer, the Agency, the Participant, or by human error (except to the extent that any of the following occur for reasons within Organizer's or Agency's reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law):</p> <ul style="list-style-type: none"> • Entries made by illegitimate means (such as, without limitation, by an automated computer program); any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Contest-related correspondence or materials; • Any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Contest-related advertisements, or other materials; • Failures of electronic equipment, computer hardware, or software; • Lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; • Technical or human error which may occur in the administration of the Contest or the processing of entries; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or receipt or use of any Prize. • Organizer are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages.

	<ul style="list-style-type: none"> Organizer are not responsible, and may disqualify a Participant, if any contact information provided by the Participant does not work or is changed without giving prior written notice to the Organizer/ Agency. Without limiting any other provision in these Terms, the Organizer or Agency is not responsible or liable to any Participant or Winner (or any person claiming through such Participant or Winner for failure to supply a Prize or any part thereof in the event that any of the Contest activities or Organizer/Agency' operations or activities are affected by any cause or event beyond the sole and reasonable control of the Organizer/ Agency (as determined by the Organizer in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.
Other conditions and considerations	<ol style="list-style-type: none"> Entries will be considered by the order in which they were submitted and their validation. Organizer/Agency will not be responsible for any problem that occurs with the Internet connection used to send entries. Organizer/Agency will not be responsible for any stock breakage in the affiliated points of sale. The use of the entries submitted under this Contest by the Organizer/Agency for the promotional activities will not constitute breaking of any confidentiality.
Governing Law	This Contest is governed by laws of India and the courts located at Gurgaon shall have exclusive jurisdiction.