

## Terms and Conditions

<b>Name of the Contest</b>	Digital Tattoo Promo
<b>About the Contest</b>	The terms and conditions contained herein (hereinafter referred to as “ <b>Terms</b> ”) shall be applicable to the Contest titled “Digital Tattoo Promo” (hereinafter “ <b>Contest</b> ”).
<b>Organizing and Managing Entity</b>	This Contest is being organized by Perfetti Van Melle India Private Limited, having its 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) (“ <b>Organizer</b> ”) and managed by Creative Land Asia(CLA) having its registered office at 7th & 8th Floor, A Wing, The ORB-Sahar, Village Marol, Andheri (East), Mumbai, 400099 (“ <b>Agency</b> ”).
<b>Contest Period</b>	<p>This Contest begins on 1<sup>st</sup> September 2023 at 12:00 AM and ends on 31<sup>st</sup> October 2023 at 11:59 pm (“<b>Contest Period</b>”). To be eligible to participate in the Contest, the “<b>Entry</b>” shall be made within the Contest Period.</p> <p>The Organizer, may at its own discretion, extend the Contest Period for such further period as may deem fit to the Organizer.</p>
<b>Brand &amp; Products</b>	<p>The Contest is in relation to the promotion of the brand i.e. ‘Center Fresh’</p> <p>The Products that enter the Contest are Center fresh gum @ INR 1, Center fresh Xtra Stick @ INR 10/- and Center fresh mints @ INR 10/-</p>
<b>Eligibility for Participants</b>	<p>The Contest is open to anyone who is:</p> <ol style="list-style-type: none"> <li>1) a resident citizen of India, and</li> <li>2) 18 years of age or above on the date of their Entry and submit their Entry for the Contest during the Contest Period and</li> <li>3) Participant shall have a valid public Instagram account in order to participate in this Contest.</li> </ol> <p>(Participants below 18 years can participate with their parent/legal guardian written authorization for abiding by the Terms and Conditions and by providing the necessary documentation on behalf of the minor. In such a case, the parent (s) or legal guardian of the minor may redeem the prize at his/her own cost and shall execute the documents as required and shall be party to these Terms and Conditions).</p> <p>Mere participation in the Contest does not entitle the Participant to be selected as a Winner.</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 “<b>Employees</b>”), as well as members of an Employees' immediate family and/or those living in the</p>

	same household of Employees are ineligible to participate in the Contest.
<b>Territory</b>	This Contest is valid pan India.
<b>Point of Sale</b>	This Contest is valid in all points of sale located in the Territory where the Products in Contest are available and until end of Contest Period.
<b>Agreement to Terms and Conditions</b>	<p>By entering this Contest, the entrant (“<b>Participant</b>”) agrees to abide by the Organizer’s/Agency 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. The Participant also agree to accept the decisions of the Agency/Organizer as final and binding as it relates to this Contest.</p> <p>The participation in the Contest or performance of any act as required in relation thereto will be construed as an acceptance of these Terms. If the Participant does not agree to any of the Terms, he/she should not participate in the Contest. The Organizer reserves the right to modify the Terms at any time.</p>
<b>How to Enter</b>	<p>A person desirous of participating in this Contest can do so in the following manner:</p> <ol style="list-style-type: none"> <li>1. Scanning QR code on the Product pack, which will lead the user to a micro site and share their requisite information;</li> <li>2. Designing their own digital face tattoo using digital filter on Instagram; and</li> <li>3. Sharing their picture on Instagram stories by tagging @Centerfresh_India. and keeping their profile open so it can be viewed by Organizer/Agency</li> </ol> <p>As a Participant, the Entry must fully meet all the Contest requirements, as specified in this Terms, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to this Terms will be disqualified at the Organizer's sole discretion. You must fill in the information requested. If Participants use fraudulent methods or otherwise attempt to circumvent the rules, Participants’ submission may be removed from eligibility at the sole discretion of the Organizer/Agency.</p>
<b>Contest Mechanism</b>	<p>Any Entry not adhering to the below-mentioned mechanism shall not qualify or be considered as a valid Entry by the Organizer/Agency for this Contest:</p> <ol style="list-style-type: none"> <li>1. Scanning the QR code on the Product pack, which will lead the user to a micro site wherein the user will insert their requisite information;</li> <li>2. Designing their own digital face tattoo using digital filter on Instagram; and</li> </ol>

	<p>3. Sharing their picture on Instagram stories by tagging @Centerfresh_India. And keeping their profile open so it can be viewed by Center fresh.</p> <p><b><u>Do's:</u></b></p> <ol style="list-style-type: none"> <li>I. The Entry must be original and shall be of the account owner/handler/holder.</li> <li>II. All Entries on Instagram should include the mandatory hashtag and handle tags.</li> <li>III. All entries shall be in accordance with this Terms.</li> </ol> <p><b><u>Don't:</u></b></p> <ol style="list-style-type: none"> <li>I. The Participant undertakes that the Entry Photo does not feature any other person other than the account holder, 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.</li> <li>II. The Participant also undertakes that the Entry Photo does not contain any content that infringes or may infringe any third-party rights, including but not limited to intellectual property rights, privacy rights, publicity rights, proprietary rights of any individual or groups.</li> </ol> <p>The Organizer reserves the right to reject the Participant's entry where the Organizer believes that the said Participant is in breach of any third party rights. The decision of the Organizer shall be final and binding upon the Participant.</p>
<b>Return of Entries</b>	<p>Entries or participation may not be acknowledged or returned. In fact, entries may be destroyed after the Contest Period at the discretion of the Organizer. The Organizer/Agency shall not be liable to provide copies of the entries to the Participants.</p>
<b>Prize</b>	<p>The winner(s) of the Contest ("<b>Winner(s)</b>") will be featured on the cover of the digital magazine cover for Filmfare with a celebrity influencer.</p> <p>The actual/appraised prize and/or prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Organizer. There shall be no cash or other prize substitution permitted except at the Organizer's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all applicable taxes. The Winner shall not assign of the prize to others nor shall the Winner request the cash equivalent or prize substitution.</p> <p>Organizer/Agency is not responsible for any inability or unwillingness of any Winner to avail/accept/use the Prize or portion thereof (as the case may be) 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</p>

	<p>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 which cannot be availed by the Winner or does not reach a Winner because of incorrect or changed contact information as the case may be. 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><b>Obligations of the Winner</b></p>	<ol style="list-style-type: none"> <li>1. Winner to provide correct contact details upon winning.</li> <li>2. After selection of the Winner, the Winner shall abide by the shoot date as informed by the Organizer which shall in no event be later than 7 days before the shoot.</li> <li>3. Winner will be required to travel to the shoot location as per the requirements of the Organizer.</li> <li>4. The arrangements for the travel and stay of the Winner shall be made by the Organizer at its own discretion (depending upon the Winner’s base location) and the decision of the Organizer shall be final and binding upon the Winner.</li> <li>5. Winner to abide by guidelines/directives as may be issued from time to time, during his/her/its association with the Organizer and its associated partners.</li> </ol> <p>In the event the winner fails to fulfill the aforesaid obligations, he/she/it will be disqualified by the Organizer at its sole discretion and the decision of the Organizer shall be final and binding upon the winner.</p>
<p><b>Number of Winners</b></p>	<p>There will be two Winners selected in the Contest.</p>
<p><b>Winner Selection</b></p>	<p>Entries will be judged by a panel of judges chosen by the Organizer in its sole discretion (“Judges”).</p> <p>All the entries will be judged by the Judges under the supervision of the Organizer based on the photographic skills of the Participants.</p> <p>The winning entries will be judged and selected within 90 days from the end of the Contest Period.</p> <p>All Judges’ decisions are final and binding in all matters relating to this Contest.</p> <p>Each Participant acknowledges that other entrants 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 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>
<p><b>Winner Notification</b></p>	<p>The Organizer will notify the Winner(s) by reaching out to them through their Instagram account DM within 90 (Ninety) days following end of contest period and the Winners will be required to submit data that includes full name, home address, an active phone/mobile number, and personal identity number. In case the Participant is younger than 18 years old, the Organizer will request the Winner to provide the written parental authorization.</p> <p>If the Winners cannot be contacted or not provide any confirmation within 3 (three) days to the Organizer after having been informed, such Winner will be considered void without notification and the Prizes will be transferred to other Participants who fits the winner qualifications/or were selected as substitutes.</p> <p>The Organizer is not responsible for nor shall have any liability for Winner’s failure to receive notices due to email security settings that may cause notifications to be marked as spam email. Nor shall be Organizer liable for the winner’s provision of incorrect or otherwise non-functioning contact information.</p> <p>If the Winner 1) fails to claim/avail the prize within 3 (three) days from the time the award notification was sent, or 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe 4): the Winner fails to perform its obligations as mentioned in this Terms; the prize may be forfeited and an substitute Winner may be selected.</p> <p>Receipt of the prize by the Winner is upon the condition of compliance with this Terms and any and all applicable laws and regulations.</p>
<p><b>Photo Upload</b></p>	<p>The Participant represents and warrants that (i) it is the creator/producer of the photo uploaded and that it does not infringe any third party rights. The Participant further represents and warrants that the Participant does not need any third party authorization to have right to upload it in the Contest for the purposes of participation. (ii) the uploaded photo does not contain content of race, religion, lewd, slander, etc. that would violate any regulation or law, (iii) the uploading of the photo following this Terms is made under the Participant’s sole responsibility, being the Organizer expressly exonerated from any liability for infringement or breach of rights which may arise from the upload and in particular, with regard to possible violations of the rights of third parties (image, honor, intellectual property and/or any other that might exist). Consequently, the Participant expressly exempts and leave the Organizer harmless from any liability and/or damage that may arise from the uploading and use of the photo as well as from its use by any third party.</p> <p>The Participant expressly authorizes the Organizer to reproduce and use the uploaded photo(s), the Participant’s profile name, the image and other attributes of the persons appearing in the photo(s), as well as any</p>

	<p>other image or content contained in the photo(s) for editorial, marketing, promotion and other purposes related to the Contest all 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) right to compensation or any benefit unless prohibited by law.</p>
<p><b>Social Media</b></p>	<p>Organizer acknowledges that this Contest is in no way sponsored, endorsed, or administered by, or associated with Instagram and releases Instagram 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. In accepting these Terms Participants release Instagram from any liability to the fullest extent possible in law.</p>
<p><b>Personal Data Protection</b></p>	<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 <a href="mailto:pvmppo@perfettivanmelle.com">pvmppo@perfettivanmelle.com</a> 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>

	Organizer's decision on the winner cannot be contested at any point of time.
<b>Questions or Queries</b>	To clarify any doubts, the Participants can send an e-mail to: <a href="mailto:INDConsumercare@perfettivanmelle.com">INDConsumercare@perfettivanmelle.com</a>
<b>Contest Advertising</b>	The advertising of this Contest will 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 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 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 at its sole discretion or in the event of circumstances arising beyond its control.</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/Agency in its sole discretion. In its sole discretion, the Organizer/Agency 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/Agency; reserves the right to seek damages to the fullest extent permitted by law.</p>
<b>Limitation of Liability</b>	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

	<p>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 6) any third party claims whatsoever; 7) any IPR claims.</p>
<p><b>Additional Disclaimer</b></p>	<p>The Organizer/Agency is not responsible and/or liable for any of the following, whether caused by the Organizer, Agency, the Participant, or by human error:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• 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;</li> <li>• Failures of electronic equipment, computer hardware, or software;</li> <li>• Lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications;</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>



<b>Other conditions and considerations</b>	<ol style="list-style-type: none"><li>1. Entries will be considered by the order in which they were submitted and their validation.</li><li>2. Organizer/Agency will not be responsible for any problem that occurs with the Internet connection used to send entries.</li><li>3. The use of the entries submitted under this Contest by the Organizer/Agency for the promotional activities will not constitute breaking of any confidentiality.</li><li>4. The Organizer reserves the right to terminate these Terms at any point during or after the Contest Period as it may deem fit.</li></ol>
<b>Governing Law</b>	This Contest is governed by laws of India and the courts located at Gurugram shall have exclusive jurisdiction.