

Karcher Cleaning Systems Pvt Limited, (hereinafter referred to as "Karcher/Company") is holding a special offer which is valid till 16th October (hereinafter referred to as "Offer Period") throughout India except in the states where prohibited by law.

- 1. The Offer is only for Indian Residents who are 21 years and above, except employees and family members of Karcher and its affiliate / associate / subsidiary companies and their suppliers, advertising agencies and event Management Company.
- To be eligible for this offer, the customer should have purchased any products from our authorised dealers (offline trade only) and should have submitted a valid invoice from Karcher dealers only (Offline trade only). The invoice amount must be above INR 10000 (In single invoice only. The submission of invoice on the below link <u>https://goo.gl/dAA6rV</u>
- 3. 5 lucky winners stand a chance to win a **Tanishq Gold Voucher** worth INR 20,000 each and the same is non-transferable.
- 4. On completion of the Offer Period, 5 winners will be selected on the basis of a lucky draw amongst all eligible consumers who fulfil the criteria stated in point 2 and 3 above.
- 5. Participating in offer implies that the customer agrees to all Terms & Conditions of the Contest and the products.
- 6. The lucky Winner will be selected and announced on the website within a fortnight of campaign completion. Winner will be contacted via email/telephone call/ Karcher India facebook page.
- 7. In the event that a winner is unreachable, ineligible, or fails to claim the offer within a period of 5 days, the winner shall forfeit their right to claim the Prize automatically.
- 8. The participation in the Contest is voluntary. By participating in this Offer, participant agrees to receive communication(s) from Karcher relating to the Contest and participant unconditionally agrees not to make any claim or raise any complaint against Karcher in this respect.
- 9. All winners are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by Karcher and complete compliance with these terms and conditions; Karcher reserves the right to verify the winner's details either on its own or through its authorised agency / person and the winner shall provide all necessary assistance in such verification. In exercising this right, Karcher may ask the winner to provide any documentary or other form of evidence, and if evidence does not establish the same then Karcher, in its sole discretion, will have the right to disqualify the winner.
- 10. Karcher shall not be responsible for system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or other technological difficulties or any other force majeure event that may

prevent a participant from participating in the Offer. Further, Karcher will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or entries or prizes; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; or (e) any printing or typographical errors in any materials associated with the Offer or (f) any delay, damage, non-receipt, lost, misrouted prizes.

- 11. Karcher will not be liable for delay in delivery of prizes due to non-availability of stocks or for any other reason beyond its control.
- 12. In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Offer, these Terms and Conditions shall prevail over all such other instructions, rules and conditions.
- 13. The prize cannot be exchanged with any product or item, is non-transferable and cannot be encashed under any circumstances. Accessories, if any shown with the prize, if any, shall not form part of the prize to be provided to the winner. Karcher shall not be liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss.
- 14. By participating in the Offer, each participant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Offer the participant warrants that all information provided by the participant regarding its name, age, state, city, address, phone number, etc., is true, correct, accurate and complete and that the participant is authorised to provide such information and consents to the use of such information by Karcher and/or its event management company.
- 15. Karcher reserves the absolute right to amend the terms and conditions of the Offer or extend the Offer Period or cancel or discontinue the Offer or any part thereof without giving any reasons or prior notice. Karcher reserves the right to substitute the prizes under this Offer with prizes of equivalent value, at its sole discretion. Offer shall be void, if prohibited by law. In such case, Karcher shall not be liable to provide any gift(s)/ prize(s) or compensation to the winner on any account.
- 16. Offer shall be void in any state where prohibited by law. In such case, Karcher shall not be liable to provide any free cash-back, gift(s) or compensation to the participant on any account.
- 17. Failure by Karcher to enforce any of its right at any stage does not constitute a waiver of those rights.
- 18. By entering the Offer, the participant agrees that Karcher shall not be liable for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Offer or with the acceptance, possession, or use of any prize (except any liability which may not be excluded under applicable law).
- 19. Decision of Karcher in relation to the Offer and matter incidental thereto shall be final and binding on the customer. Dispute if any in respect of the Offer should be sent in writing within 5 days from the date of participation in the offer at D 120, NOIDA 201307, UTTAR PRADESH, India,

thereafter no disputes shall be taken into account or it is deemed that participant does not have any dispute or complaint against Karcher. The existence of dispute, if any, shall not constitute a claim against Karcher. Any and all disputes, controversies and conflicts ("Disputes") arising out of the Offer shall be referred to a sole Arbitrator to be appointed by the director of Karcher in accordance with the Arbitration and the Conciliation Act, 1996 amended up to date. The place of arbitration shall be New Delhi and the language used in arbitral proceeding shall be English. Subject to the dispute resolution procedure as set out here in above, the courts at New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.

- 20. This Offer is subject to laws of India including tax regulations as may be applicable to the winner as per eligibility criteria.
- 21. Any tax liability in respect thereof shall be to the account of the winner.
- 22. Karcher reserves the right to withdraw, change, alter & modify the service & whatsoever offered hereunder any time with or without notice; on Regulatory reasons and/or any other reasons without any liability to the consumer. The winner shall be liable to pay applicable TDS, Service Tax, Sales Tax & all other applicable taxes & any other amendments in respect to products purchased thereof.
- 23. Final prize will be distributed to the winner subject to fulfilment of Terms & Conditions of the offer.
- 24. Gift Certificates cannot be exchanged for cash.
- 25. We are not responsible if a Gift voucher is lost, stolen, destroyed or used without permission and no replacement will be provided in these circumstances.