

TERMS AND CONDITIONS

1. **#CountThePuffs** (“**Contest**”) is organised by PepsiCo India Holdings Private Limited (“**PIH**”) (“**Organizer**”).
2. The Contest is open only to all Indian citizens, residing in India, and are 18 years of age or above with a valid Instagram account except the employees of the Organizers and their family members, Organizers’ associate companies, bottlers, JV partners, co-packers, distributors, agents, advertising and promotional agencies, auditors and associate companies (“**Participant**”).
3. **The Contest is valid from 11th December 2024 till 25th December, 2024 (“Contest Period”) in the territory of India only.** The Organizers may in its absolute discretion curtail or extend the Contest Period, as it deems necessary without any liability whatsoever; and no communication in this regard will be entertained.
4. By participating in this Contest, a Participant unconditionally and irrevocably accepts and agrees to be bound by all these terms and conditions as stated herein at all times without any exception whatsoever. Organizers reserve the right to modify these terms and conditions of this Contest, without any prior notice and liability.
5. Participation in the Contest is optional.
6. To participate in the Contest, the Participant has to follow the steps as detailed herein below:
 - a) Be a registered Instagram user.
 - b) Organizer will announce the Contest on @_rajeshyadav05, jaspreetkaurdyora, shubhamgaur09, ayootaran, @kurkuresnacks through a digital post.
 - c) Participant shall post a reel or a video on Instagram about #CountwithPuffballs challenge with their friends and announce that the most interesting content shall get featured on Kurkure’s Instagram page.
 - d) Videos should feature participants attempting to count Puffballs in Hindi.
 - e) The content must highlight the abundance and irresistible taste of Kurkure Puffballs.
 - f) Entries must follow the theme of humor, fun, and playfulness.
 - g) Participant must tag Kurkure India’s official Instagram page @kurkuresnacks with their participation post and use the hashtag **#CountThePuffs**. Participation will be considered valid only if the Participants comply with this requirement.
7. Only entries of the Participants meeting the criteria in Clause 6 above, shall qualify for the Contest. The decision of the Organizer with regard to validity of the entries shall be final and the Organizers shall entertain no claim or communication with respect to that entry by the Participant.
8. *[Intentionally left blank]*
9. The Participants participating at any time other than during the Contest Period, shall not be eligible for the Contest.
10. At the end of the Contest Period, the valid entries will be judged by an independent panel of judges on the following criteria:
 - a) **Creativity:** Innovative and funny approach.
 - b) **Authenticity:** Relatability and originality in storytelling.
 - c) **Engagement:** Quality of reactions, comments, and shares.
11. **Declaration of winner:**

From the valid entries, a total of 5 (five) entries will be declared as the winning entries of the Contest, as per the judging criteria mentioned above. The decision of the independent panel of judges shall be final. It is clarified that the Organizers’ commitment under this Contest is subject to the number and nature of entries received and the Organizers’ may not declare any winner if none of the entries are found valid or in breach of these terms and conditions, or may declare less than 5 (five) entries if less entries are found valid. The winners will be informed of their winner status through Instagram direct message.
12. **Prize:** Winners/winning entries will be featured on Kurkure’s Instagram page.
13. The decision of the Organizers with regard to validity of the entries shall be final and no claim or the Organizers shall entertain communication with respect to that entry by the Participant.
14. The winners may be asked to share their details through Instagram direct message, if required for the prize.
15. If required for grant of the prize, the winners may be contacted by the representatives of the Organizers on the contact number/email id shared by him/her. Each winner would be contacted thrice over a period of 24 hrs. In case the winner is not reachable or he/she cannot redeem the Prize for any reason whatsoever, the Organizers will reserve the right to either forfeit the Prize or pass on the Prize to the Participant with the next person chosen as per Clause 10 above, without any further notice to the winner who could not be contacted.
16. Organizers shall not be liable for any loss or non-receipt of Prize due to incorrect details or the failure of any winner to acknowledge the receipt of prize, for any reason whatsoever. The Organizers will be absolved of its liability after the winning entries have been sanctioned for posting online by the Organizers (or third party appointed by Organizers). The Organizers will not be liable for any failure to provide the Prize due to technical issues or any other logistical issues. The Organizers will not be liable for any loss of data during transmission including but not limited to server issues that may come up in the real time monitoring of the entries sent out by Participants during the Contest Period, or in declaration of winners.
17. It is strictly prohibited to upload content (text/any other content) of any kind that contains expressions of hate, abuse, offensive language or conduct, obscenity, pornography, is sexually explicit or against any religious sentiments or against any caste, creed or race or any material, which is offensive to women or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions or the Advertising Code of the Advertising Standards Council of India. It is also clarified that any entry or communication which, in the reasonable opinion of the Organizers, is obscene, offending or hurtful shall be rejected immediately; and appropriate action may be taken against the said Participant. Entries will be rejected/ deleted and will not be deemed valid entries for the purposes of this Contest if they:
 - (i) contain or displays any commercial/corporate advertising other than that of the Organizers (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
 - (ii) reference persons or organisations without their written permission;
 - (iii) disparage any persons or organisations;
 - (iv) are unlawful, in violation of or contrary to any applicable laws and/or regulations.
 - (v) represent a danger to health and safety or causes fear or distress; or are otherwise offensive or in bad taste.

18. At the Organizers' request, winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the Prize, free of charge, and they consent to the Organizers using their participation post, name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in promotional material or in any media for an unlimited period without remuneration for the purpose of promoting this Contest (including any outcome), and promoting any products manufactured, distributed, marketed and/or supplied by the Organizers.

19. The data of the Participants/winners shall be subject to the Privacy Policy of the Organizer provided at <https://www.pepsicoindia.co.in/legal/privacy>.

20. By submitting a Valid Entry in the Contest, the Participants, unless the Organizers advises otherwise or is prohibited by law, license and grant the Organizers, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such entry (including the images, videos therein), in whole or in part, for any purpose including but not limited to future promotion, marketing, advertising or publicity purpose in any media, without compensation, restriction on use, attribution or liability. By participating in the Contest, the Participants agree and acknowledge that:

a) the entries are original;

b) they will have no further right whatsoever on any intellectual property right(s) associated with the entries;

c) the Participants shall not raise any future claim(s) whatsoever against the Organizers. The Participants further agree and acknowledge that the sole right to use the entries shall exclusively lie with the Organizers and the Organizers shall be entitled to use these entries at any point in time for any purposes (including commercial purposes) which the Organizers deems appropriate; and the Participants confirm that they waive to raise any claims whatsoever with respect to the entry submitted by the Participants.

21. The Participants agree to indemnify and hold harmless Organizers and its officers, directors, employees, and affiliated organizations, and their respective officers, directors, shareholders and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by the Participant of these terms and conditions or the warranties and representations made by the Participant in this Contest.

22. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any Participant or winner in connection with or arising out of this Contest howsoever caused, including for any costs, expenses, forfeited Prize, damages and other liabilities.

23. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any Participant or winner in connection with or arising out of this Contest howsoever caused, including for any costs, expenses, forfeited Prize, damages and other liabilities. Organizers assumes no liability or responsibility for (i) any errors, omissions or inaccuracies of content or submissions, (ii) personal injury or property damage of any nature resulting from Participant's access to, Participant's exposure to or Participant's participation in the Contest (iii) Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information that may be contained therein (iv) Any deletion of data or interruption or discontinuance of transmission to or from or through the Contest.

24. Decision of Organizers will be final and binding with regard to Contest and Prize and no correspondence will be entertained in this regard.

25. The Prize is personal to the winners and is not transferrable and cannot be sold under any circumstances.

26. Organizers accepts no responsibility for any tax implications that may arise from the Prize winning. Winners will have to bear incidental costs, if any, that may arise from redemption of the Prize.

27. No cash payment will be made in lieu of the Prize.

28. Organizers shall not be responsible for any loss, injury or any other liability arising out of the Contest or due to participation by any person in the Contest.

29. All complaints related to guarantee/warranty/defects/merchantability/price/service of the products/services provided as a part of the Prize shall be directly taken up with the product manufacturer/service provider. The Organizer makes no representation or warranty of any kind, either express or implied, with respect to any products/ services purchased/availed by the Prize winners. Such winners hereby agree that such products/services are purchased/availed "as is" without any warranty, including warranties of merchantability or fitness for a particular purpose.

30. Organizers 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.

31. All disputes relating to this Contest shall be subject to the exclusive jurisdiction of Courts at Gurugram only.

32. By participating in this Contest, it is assumed that the Participant has read the terms and conditions and shall be held responsible in case of violation of the same.