

## TERMS AND CONDITIONS

### INTRODUCTION

This contest is part of a Sensodyne campaign called #ForTheLoveOf, which has been organized by GlaxoSmithKline Asia Private Limited (“**GSK** or **Company**”) and is conducted by Grey Worldwide India Private Limited and Matrix Publicities and Media India Private Limited collectively hereinafter referred to as (“**Organizer**”).

### TERMS AND CONDITIONS

By participating in the #ForTheLoveOf (“**Contest**”) the Participants (term defined below) agree to be bound by the terms and conditions set out below: -

#### 1. Eligibility

- a. This Contest is open to all Indian citizens residing in the territory of India, who are of eighteen (18) years of age as on January 1, 2020 or above (“**Participant(s)**”).
- b. Notwithstanding the above, employees and Immediate Family of employees of GlaxoSmithKline Asia Private Limited and its associate companies, its advertising and promotional agencies, agents, professional advisors, Organizers and its Auditors, are not entitled to participate in the Contest.

For the purpose of these terms and conditions, the term “Immediate Family” means and includes spouses, partners, parents, children, parents-in-law, niece, nephew, natural or adopted child, and sibling or step-sibling (whether natural or adopted by a parent), whether or not living in the same household.

- c. Participation in this Contest is free of cost and is purely optional and voluntary.
- d. To participate in this Contest, it is not necessary for the Participant to purchase a Company product. Purchase of Sensodyne or a Company product is not a prerequisite to participate in the Contest.

#### 2. CONTEST PERIOD

- a. This Contest shall begin on February 1, 2020 00:00 am and shall end on March 7, 2020 23:59 both days included (“**Contest Period**”).

#### 3. PARTICIPATION IN THE CONTEST

- a. There are 3 (three) different ways for the Participant to participate in this Contest, which have been explained in detail below. The Participants can either post on the following social media platforms: Facebook and/or Twitter and/or Instagram (“**Social Media**”) or the Participant can submit a post on the official Sensodyne website (<https://www.sensodyne.in/>) (“**Website**”).

- b. To participate in this Contest, The Participants shall write a story capturing their love of their favourite food and/or beverage in not more than 500 (five hundred) words “**Story**”, on the Website or Social Media in the manner instructed herein.
- c. The Participant shall ensure that the content of the Story does not contain any obscene text, does not incite violence, does not hurt religious sentiments, is not against the public sentiments or bring ill repute or disparage any person or body, and is in accordance with applicable terms and conditions as present on Social Media and in accordance with the applicable laws of India.

d. HOW TO PARTICIPATE THROUGH SOCIAL MEDIA

i. FACEBOOK

- (a) The Participants on the official Facebook page of Sensodyne (<https://www.facebook.com/SensodyneIN/>) (“**FB Page**”) can either post his/her own Story on the FB Page or the Participant can leave a comment on specially marked images/videos which shall be available on the FB Page during the Contest Period.
- (b) The Participant shall ensure that the Story contains “#ForTheLoveOf” (“**Hashtag**”).
- (c) Multiple Stories from the same Participant profile shall be allowed, however multiple Stories shall not increase the Participant’s chance to win the Contest.
- (d) Stories with the Hashtag beyond the Contest Period shall not be eligible for this Contest.

ii. TWITTER AND INSTAGRAM

- (a) The Participants on the official pages of Sensodyne on Twitter (<https://twitter.com/SensodyneIndia>) (“**Twitter Page**”) and Instagram ([https://www.instagram.com/sensodyne\\_in/](https://www.instagram.com/sensodyne_in/)) (“**Instagram Page**”), shall post the Story in the comments of the specially marked images and/or videos referring to the Contest which shall be uploaded during the Contest Period.
- (b) The Participant shall ensure that the Story contains “#ForTheLoveOf” (“**Hashtag**”).
- (c) Multiple Stories from the same Participant shall be allowed, however multiple Stories shall not increase the Participant’s chance to win the Contest.
- (d) Stories with the Hashtag beyond the Contest Period shall not be eligible for this Contest.

e. HOW TO POST THROUGH WEBSITE

- (a) The Participant shall visit the Website and follow the instructions provided on the website for posting their Story.

#### 4. SELECTION OF WINNERS

- a. All Stories shall be judged by an independent panel of judges constituted by the Organizer (“**Jury**”). It is clarified that no employee and/or authorized personnel of the Company shall be part of the judging process and /or be part of the jury panel or be part of the panel selection process.
- b. The Jury at the end of the Contest Period, shall select 1 (one) grand winner (“**Grand Winner**”) and 500 (five hundred) other winners (“**Consolation Winner(s)**”). Grand Winner and Consolation Winners shall hereinafter be collectively be referred to as “**Winner(s)**”.
- c. Participants will be judged on various criteria as determined by the Jury including but not limited to uniqueness, interesting and relevant. The decision of the Jury shall be final, and binding on all Participants and no correspondence will be entertained in this regard.
- d. The Participant is eligible to submit multiple entries on various Social Media sites and/or on the Website.
- e. In the event that the Winner has multiple entries, The Winner shall only be eligible for only one prize, a Grand Prize or Consolation Prize as applicable.
- f. The Winners shall be announced by the Organizer, within twenty-one (21) days from the end of the Contest Period on the Facebook Page, Twitter Page and Instagram Page and on the Website.

#### 5. PRIZES

- a. The Grand Winner shall have an opportunity to feature in a Sensodyne commercial and will win a trip for two to Sweden (“**Grand Prize**”).
- b. As a consolation prize, 500 winners shall be eligible to receive Sensodyne products worth Rs 1000/- (Rupees One Thousand Only) (“**Consolation Prize**”).
- c. GRAND PRIZE
  - i. The Grand Prize shall consist of the following: -
    1. an opportunity to feature in a Sensodyne advertisement which shall be published on digital media only (“**Commercial**”); and
    2. a trip for two to Sweden worth Rs.2,00,000/- (Rupees Two Lakhs Only) (“**Travel Package**”).

Commercial and Travel Package collectively referred to as “**Prize**”.

- ii. The Grand Winner shall be contacted within 21 (twenty one) days from the announcement of the Winners. The Grand Winner shall be contacted on the contact details provided to the Organizer at the time of participating in the Contest. The Organizer shall try to contact the Grand Winner a maximum of 2 (two) times. In the event that the Grand Winner cannot be contacted it shall be deemed that Grand Winner has not accepted the Prize and the Grand Winner has forgone any claims to the Prize and the Organizer and/or the Company shall take the necessary actions it deems fit with the Prize, including but not limited to selecting another Winner.
- iii. The Grand Winner shall have 7 (seven) days from the time and date of the Organizer contacting the Grand Winner to accept the Prize in accordance within the instructions provided by the Organizer.
- iv. The Grand Winner acknowledges that the Grand Prize is a single prize and will have to accept both the prizes, in the event the Grand Winner accepts any one prize it shall be deemed that the Grand Winner has not accepted the Prize and the Grand Winner has forgone any claims to the Prize and the Organizer and/or the Company shall take the necessary action it deems fit with the Prize, including but not limited to selecting another winner.

v. TRAVEL PACKAGE

- (i) The Grand Winner shall be allowed, solely at the discretion of the Grand Winner to take a companion. The Grand Winner shall ensure that the companion shall be above the age of 18 (eighteen) as on January 1, 2020. The Grand Winner shall be solely responsible for ensuring that the companion to abide by these terms and conditions and with applicable laws.
- (ii) It shall be deemed that the Grand Winner has accepted and is bound to follow the terms and conditions of the travel package shared by the Travel Agency.
- (iii) The Travel Package shall be arranged by a travel agency which shall be appointed by the Company ("**Travel Agency**").
- (iv) The Travel Package can be availed during the period of April 1, 2020 till October 31, 2020, travel must be concluded on the expiry date of the Travel Package. In the event that the Travel Package is not availed before the expiry date as mentioned above in this clause, it shall be deemed that the Grand Winner has forfeited the Travel Package. The Grand Winner shall have no claims to the Travel Package.
- (v) The Travel Package shall consist of the following: -
  - 1. Three (03) nights and four (04) days trip ("**Stay Period**") to Sweden which includes travel time;

2. Two (02) round flight tickets in economy class on an air carrier as determined by the Company depending on the availability of the seats and departure timings;
3. The stay will be provided at any of the ICEHOTEL properties in Sweden. It is clarified that only room charges shall be covered, such room charges shall not consist of mini bar charges or any other services or amenities booked by the Grand Winner or the companion;
4. Breakfast, lunch and dinner during the Stay Period in ICEHOTEL excluding alcoholic and non- alcoholic beverages;
5. Pre booked Airport transfer in Sweden only shall be provided and no request for change in time shall be entertained;
6. Visa application and processing fees;

- (vi) The Grand Winner shall be solely responsible for obtaining its own and the companion's visa and other such documents as required for the egress and ingress into Sweden and India.
- (vii) The Company or the Organizer or the Travel Agency does not make any representation, warranty or promise that the Grand Winner shall obtain the visa, or any other documents required to enter into Sweden or enter into India. In the event that the Grand Winner is unable to obtain the necessary documents including but not limited to a visa, it shall be deemed that the Grand Winner has forfeited the Travel Package and shall not be allowed to claim the Travel Package.
- (viii) The Grand Winner acknowledges that the Travel Package only covers the lodging cost for stay in the ICEHOTEL and other costs as specified in 5(c)(v)(v), all other costs shall be borne solely by the Grand Winner.
- (ix) This is a single-use Travel Package. Any unused portion of the Travel Package is forfeited and is not redeemable for cash or credit.
- (x) This Travel Package cannot be redeemed or exchanged for any other travel opportunity.
- (xi) This Travel Package is available for use to Indian citizens that have a valid passport as determined by the applicable laws of India.
- (xii) The Grand Winner shall submit the necessary documents as requested by the Travel Agency, within the timelines communicated by the Travel Agency.
- (xiii) Notwithstanding anything contained herein, all bookings are subject to availability at the time of booking and at the hotel's

discretion depending on level of occupancy. All applicable booking terms and conditions shall apply on the Grand Winner.

- (xiv) The port of departure shall be New Delhi. The Grand Winner and the companion (if applicable) shall be solely responsible for reaching the port of departure at their own cost and responsibility.
- (xv) The Grand Winner shall be strictly bound to follow the air travel ticket's terms and conditions.
- (xvi) This Travel Package shall be deemed to be fully used when the request of booking has been confirmed by the Travel Agency. The Travel Package shall not be refunded or replaced in the event of cancelation for any reason what so ever including but not limited to force majeure.
- (xvii) The Grand Winner acknowledges that once the dates have been booked, the Travel Agency and /or the Company shall not entertain any changes to the booking dates for any reason including but not limited to force majeure.
- (xviii) Cancellation for any reason what's so ever including but not limited to Force Majeure, may incur charges or fees from airlines and other suppliers of services. The Grand Winner shall be solely responsible for the payment of the charges or fees and the Travel Package cannot be applied for any additional costs associated with any changes or cancellations to the original bookings.
- (xix) The Grand Winner shall bear all taxes, fees, charges and surcharges applicable to the booking, including, without limitation, extra person, phone, parking, travel and health insurance charges and other charges which are applicable to the reservation, and this Travel Package. These charges shall be paid by the Grand Winner when required.
- (xx) The Grand Winner shall be bound by and shall strictly follow the laws of Sweden, when in Sweden. The Grand Winner and the shall be solely responsible for any acts or omissions arising out of the trip and shall indemnify the Company and the Organizer.
- (xxi) The Travel Package is not transferable, exchangeable, replaceable or refundable for cash or credit and can only be used as specified for the purpose as provided above.
- (xxii) There is no residual value and no credit will be issued if the booking amount is less than the Travel Package amount.

vi. COMMERCIAL

- (i) Details regarding the date and venue where the Commercial shall be shot shall be furnished to the Grand Winner by the Organizer after both the Grand Winner and the Company have mutually agreed to a date of shooting the Commercial.
- (ii) All arrangements including but not limited to logistics, stay, food, and travel to and from the venue of the shooting of the Commercial, shall be arranged by the Grand Winner at his/her own sole cost and risk.
- (iii) The Company shall have the sole right to determine the story line of the Commercial to be performed and the manner of presentation. The Grand Winner acknowledge that the Company does not make any express or implied commitment to use the Commercial or use the footage of the Grand Winner in the Commercial.
- (iv) The Grand Winner , consent to the Company for using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in the Commercial and in any other promotional material or in any media for an unlimited period without remuneration for the purpose of promoting this Contest or related events (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Company. The Commercial and materials submitted to the Company or associated or whether written, audio, electronic or visual form, or a combination of those or any photographs, video and/or film footage and/or audio recording taken of Grand Winner are assigned to the Company and become the property of the Company exclusively. The Company may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of the Company.
- (v) Without limiting the generality of the foregoing, the Grand Winner acknowledges that the Company shall own all rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Commercial for future promotional, marketing, publicity and any other purpose in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to the Grand Winner or any other person or entity.

d. CONSOLATION PRIZE

- i. The Consolation Winners shall be contacted within 21 (twenty one) days of the Winners being announced by Organizer on the contact details provided to the Organizer at the time of participating in the Contest. The Organizer shall try to contact the Consolation Winners a maximum of 2 (two) times. In the event that the Consolation Winners cannot be contacted it shall be deemed that Consolation Winners has not accepted the Consolation Prize and the Consolation Winners has forgone any claims to the Consolation Prize. The Consolation Winners acknowledges that the Organizer and/or the Company shall take the necessary action it deems fit with respect to

the Consolation Prize, including but not limited to determining a new Winner.

- ii. The Consolation Winner shall share its address details to the Organizer within 7 (seven) days of being contacted by the Organizer for informing the Consolation Winners of winning the Contest.
- iii. The Organizers shall within 30 (thirty) days of receiving the necessary details shall dispatch the Consolation Prize through courier to the Consolation Winners.
- iv. The Company and/ or the Organizer shall not be liable or responsible for the damage, quality or fitness of the product for the intended purposes.
- v. The Consolation Prize will be awarded directly to the Consolation Winners and is non-transferable and non-exchangeable. No cash payment will be made in lieu of the voucher.
- vi. The Consolation Winners shall be solely responsible for reporting and paying any applicable tax due on the receipt of the Consolation Prize.
- vii. At the time of accepting the Consolation Prize, the Consolation Winner shall share a valid id proof (pan card, driving license). In the event that the Consolation Winner is unable to submit a valid id at the time of accepting the Consolation Prize, it shall be deemed that the Consolation Winner has forfeit the Consolation Prize and shall have no claim to the Consolation Prize. The Organizer and or the Company shall take the necessary actions it deems fit with respect to the Consolation Prize, including but not limited to determining a new Winner.

## **6. General Terms and Conditions**

- i. By participating in this Contest, the Participants, fully and unconditionally agree to and accept these terms and conditions and also accept that the decisions of the Company and the Organizer and the Jury are final and binding in all matters related to the Contest. the Participant, represent and warrant that he/she is legally competent under applicable laws.
- ii. The Company and/or its Organizers reserves the right to exclude any person from the Contest on grounds of misconduct or criminal record or for security reasons or for breach of the terms and conditions.
- iii. The Company and/or its Organizers reserves the right to change, defer, alter or cancel this Contest in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Any decision of the Company and/or its Organizers in this regard and in general with respect to this Contest and the terms and conditions thereto shall be final, binding and non-contestable.

- iv. By taking part and/or entering the Contest the Participant warrants that all information provided by Participant including but not limited to Participant's name, age, state, city, address, is true, correct, accurate and complete.
- v. In an unlikely event of illness or death of the Participant or Winner, no claim from any nominees or legal heirs of the Winners or Participant will be entertained.
- vi. The Participant and or the Winners case may be in the event of injury or disability shall not hold the Company and/or its Organizers liable or responsible.
- vii. Nothing contained herein amounts to a commitment or representation by The Company and/or its Organizers to conduct further contests.
- viii. None of the provisions of these terms and conditions shall be deemed to constitute a partnership or agency between any Participant and the Participant shall not have the authority to bind the Company and/or its Organizers in any manner whatsoever.
- ix. The Company and/or its Organizers or any of its respective officers, employees, directors shall not be responsible for delayed, lost, mutilated, corrupted or illegible documents.
- x. Failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies on the part of the Company and/or its Organizers.
- xi. The Company and/or its Organizers accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, documents, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, or otherwise. The Company and/or its Organizers shall not be liable for any consequences of user error including (without limitation) costs incurred.
- xii. If a Participant is dissatisfied with the Contest or the Contest rules and/or any content or any requirements of the Contest form, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not participate in the Contest.
- xiii. Any attempt to deliberately damage the Company's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Company reserves the right to seek damages to the fullest extent permitted by law. If the Company suffers loss or incurs any costs in connection with any breach of these Terms or any other legal obligation by an entrant, the entrant agrees to indemnify the Company for those losses, damages and costs.

## **7. Release and Limitation of Liability**

- i. The Company and/or its Organizers shall under no circumstances be liable, whether jointly or severally, for any loss or damage suffered or sustained (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of the Contest.
- ii. By entering the Contest, the Participant, hereby releases from and agrees to indemnify the Company and/or its Organizers, and/ or any of its respective officers/employees from and against all liability, cost, loss or expense arising out of or participation in the Contest including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.
- iii. the Company and/or its Organizers accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties in relation to the Contest.
- iv. Participants shall be solely responsible for any consequences which may arise due to his/her participation in the Contest by conducting an illegal act. Participants, undertakes to indemnify the Company and/or its Organizers and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by the Company and/or its Organizers on account of such act on the part of the Participants and/or their respective parents or guardians, as the case may be.
- v. In consideration of The Company allowing the Participants to take part in the Contest, to the maximum extent permitted by law, the Participants waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against the Company and/or its Organizers , its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the Contest or related to the Contest or events.

## **8. Force Majeure**

In the event that the Organizer and/or the Company , is prevented from conducting the Contest or awarding the prizes due to circumstances beyond its control including but not limited to: natural disasters or acts of God, for example fire, earthquake, hurricane, tornado, storm, flood, fog; plane crash or embargo; war, riot, civil commotion or industrial action; epidemics or pandemics; power cuts, communications or other utility disruptions; governmental action or inaction, the Company shall have the right to terminate or suspend the Contest and the Organizer and/or the Company shall not be liable for failure to fulfill the obligations under this terms and conditions.

## **9. Participant's Information**

Participant's Personal Identification Information ("**PII**") shall be collected to enable the Company and/or its Organizers to administer and promote the Contest and its Winner(s). The Company and/or its Organizers may provide the PII of the Winner(s) to others assisting in this regard, including the agency, sponsors, associates and to authorities that regulate the Contest. If a Participant does not truthfully provide all requested PII, the Company may solely determine that such Participant shall not be eligible to participate in the Contest. Any incomplete or incomprehensible entry/entries may be disqualified from the Contest at the sole discretion of the Company and/or its Organizers.

## **10. Termination / Suspension**

The Company and/or its Organizers has the sole right to suspend, alter, postpone, cease, close withdraw or terminate this Contest at any given point of time at its sole option and discretion without any prior notice to any person whatsoever. Upon such premature suspension, cessation, withdrawal, termination or closure of the Contest by the Company, no person shall be entitled to claim loss of any kind whatsoever.

## **11. Miscellaneous**

Participants agree to be bound by these terms and conditions and by the decisions of the Company and/or its Organizers, which are final and binding in all respects. Participants who violate these terms and conditions, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to the Company, the Participants (in each case as determined in the Companies' sole discretion) are subject to disqualification from entry into the Contest. The Company reserves the right to block out persons whose eligibility is in question or who have been dis-qualified or are otherwise ineligible to enter the Contest without any notice to any such person whatsoever.

## **12. Dispute Resolution**

These terms and conditions (and any dispute, difference, proceedings or claim of whatever nature arising out of or in connection with these terms and conditions) shall be governed by, and construed in accordance with, and interpreted under the laws of India including tax laws, rules and regulations as may be applicable and shall be subject to the exclusive jurisdiction of the Courts in Gurugram only, irrespective of whether Courts in other areas have concurrent or similar jurisdiction.