

## 1. Introduction

- 1. Organizer:** This quiz contest (“**Contest**”) is organized by **Shyam Metals and Energy Limited, (“ShyamMetals” or “us” or “we”)** a company registered under the Companies Act, 1956, and having its registered office at Viswakarma Building, 1<sup>st</sup> Floor, 86C, Topsia Road, Kolkata-700046.
- 2. Purpose:** This Contest is designed to promote various products and brands of **ShyamMetals** amongst the prospective participants (“**You**” or “**Participant(s)**”) by setting out a mechanism to enable the Participants to participate in the Contests on the terms and conditions (as defined herein below) .
- 3. Special Conditions:** The specific details of the Contest, including, but not limited to the (i) the Start Date and Time; (ii) End Date and Time; (iii) Number of Prizes; (iv) Amount and type of Prizes; (v) Social Media Platform Hashtag Details; (vi) Mode by which Prizes will be sent (i.e., either by courier or collection in ShyamMetals office); (vii) location specific Eligibility Criteria; will be set out in the Special Conditions published for each specific Contest. The Special Conditions will be governed by these terms and conditions (“**T&Cs**”).
- 4. Binding Terms:** Please read these T&Cs before entering the Contest. You agree that, by participating in this Contest, you will be bound by these T&Cs and you acknowledge that you satisfy all Contest eligibility requirements as provided herein below.
- 5. Interpretation:** For the purposes of these T&Cs, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a participant in the Contest.

## 2. Eligibility

- You need to fulfil the following eligibility criteria to enter the Contest:
  - The Contest is open to all India citizens residing in such state as is specified in the Special Conditions of the Contest, aged 18 or over on the Contest start date. Eligibility requirements include a valid residential address, government issued photo identity card (mentioning the residential address), contact number and e-mail id and Facebook/Twitter/Instagram account, as the case may be;
  - Participation in this Contest is purely voluntary;
  - The Special Conditions will set out the following: (i) whether a purchase is necessary or not necessary, as the case may be. In case a purchase is necessary, the Special Conditions will specify the details of the product and the value of such product in INR this is mandatory for participation in the Contest. (iii) Whether the Contest is open to all [including the persons who have not purchased ShyamMetals products in the past], or if there are any additional eligibility requirements (including past purchases of ShyamMetals products) for participating in the contest;
  - ShyamMetals shall not charge any amount for participation in the contest and the sole criteria for participation shall be submitting entries in the manner stipulated below (and subject to satisfying the eligibility requirements for the Contest);
  - Employees of ShyamMetals (including their families, viz., their spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), and

employees (including their families) of ShyamMetalics' affiliates, advisors, advertising / Contest agencies & organizations related to the contest, are prohibited from entering the Contest. In case of any dispute in this regard, the decision of ShyamMetalics as to whether or not a natural person is prohibited from entering the Contest shall be final and binding on all participants.

### 3. How to Enter:

#### 1. Facebook

- a. Participants must share their answer entry in the comment section of the contest post using the Hashtag as is specified in the Special Conditions for the Contest.

#### 2. Twitter

- a. Participants must tweet their answer entry to @[As specified in Special Conditions for the Contest] using the Hashtag #[As specified in Special Conditions for the Contest] OR must comment on / reply to the specific tweet posted on ShyamMetalics' official Twitter handle in relation to the Contest; or
- b. If so prescribed in the Special Conditions for the Contest, Participants may share their answer by sending a Whatsapp Message in the format specified therein, to the Whatsapp number specified therein.

#### 3. Instagram

- a. Participants must share their answer entry in the comment section of the contest post on the ShyamMetalics' official Instagram account using the Hashtag as specified in the Special Conditions for the Contest; or
- b. If so prescribed in the Special Conditions for the Contest, Participants may share their answer by sending a Whatsapp Message in the format specified therein, to the Whatsapp number specified therein.

### 4. DETAILS OF THE CONTEST

1. This Contest schedule, i.e., the start date and time and the end date and time will be set out in the Special Conditions. The period between the start date and time and the end date and time shall be known as the "**Contest Period**".
2. In order to be eligible for the Contest, during the Contest Period you must sign-in to or sign-up from an account on Facebook/Twitter/Instagram account, as the case may be, provided however no sign-in through social media account is required in case ShyamMetalics is running the contest on its Website.
3. Once you have signed-in to Facebook, Twitter or Instagram account, as the case may be, you can participate by navigating to the page where Contest questions will be posted during the entire Contest Period. The answers must be posted / shared in the manner set out in Section 3 ('How to Enter') above.
4. Thereafter, if you answer all the quiz questions correctly, you will be entitled for a lucky draw which will be carried out amongst participants who have answered all the questions correctly.

## 5. MAILING LIST:

1. By entering the Contest, you consent to being placed on a mailing list for promotional, marketing and other materials for ShyamMetalics, and to being contacted by ShyamMetalics for such purposes. You may update or change your email preferences at the email preferences page.

## 6. OTHER CONTESTS:

1. Please note that we may be running similar contests or promotions at the same time as this Contest.
2. By entering this Contest, you will not be eligible to receive any benefit and/ or prize awarded in any other promotion/ contest unless you enter each promotion/ contest separately.

## 7. PRIZES

1. There are a total of such numbers of Prizes that will be given under this Contest as is specified in the Special Conditions for the Contest. The Prize will be delivered to the winner on or before such date and via such mode as is specified in the Special Conditions. The name of the winners will be published on such date and on such social media Platform as is specified in the Special Conditions.
2. The prize comprises of such items/vouchers/amount as is specified in the Special Conditions.

## 8. ODDS OF WINNING

1. Odds of winning depend on the number of eligible entries received. Eligible entries are ones that satisfy the eligibility criteria outlined above and follow the steps outlined in the 'Details of the Contest and the How to Enter' section above. There is no guarantee or assurance whatsoever, that by entering this Contest and / or answering the questions correctly, you shall win or be entitled to any prize.

## 9. PRIZE DRAWING

1. The drawing for selection of the winners of the Contest will be performed at the end of the Contest Period. We will notify the selected participants by e-mail and/or by announcing on the Social Media platform, as the case may be following the draw. Any decision by ShyamMetalics with regard to selection of winning participants shall be final and binding on all participants. A PAN card copy is mandatory for prizes worth INR 10,000 or more. The selected participants will automatically forfeit their claim to the Prize if they do not meet the eligibility criteria or do not comply with these T&Cs and / or if they are not able to provide documentation such as PAN card copy, proof of Indian citizenship, proof of residence, etc.

## 10. NO WARRANTY

1. Each Prize will be awarded "AS IS" and WITHOUT REPRESENTATION AND / OR WARRANTY AND / OR GUARANTEE OF ANY KIND, express or implied (including, without limitation, any

implied warranty of merchantability or fitness for a particular purpose). There are no cash or other prize alternatives available in whole or in part, and prizes cannot be exchanged. The prizes are non-transferable and non-refundable. However, in circumstances beyond our control, we may substitute a similar alternative prize of similar value in our sole discretion. If any selected participant does not respond back to any communications sent in relation to the Contest within the time period communicated by ShyamMetalics, or answers the Contest question incorrectly, he/she shall not be eligible to be declared winner of the Prize. The selected participant will also be required to prove his/her age, failing which he/she will be disqualified from the Contest.

## 11. ADDITIONAL TERMS

1. Mere participation should not be perceived as any commitment on the part of ShyamMetalics to select a participant as the winner. Nothing herein amounts to a commitment by ShyamMetalics to conduct further, similar or other contests in future.
2. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter or Instagram or any other social media portal. Any questions, comments or complaints regarding the promotion will be directed to ShyamMetalics, not Facebook or Twitter or Instagram or any other social media portal, as the case may be.
3. Incomplete information provided or failure to provide true and accurate information as stated in these T&Cs, failure to submit proof of identification, residence, or citizenship and/or the original confirmation number upon collection of the Prize will automatically disqualify the participant. ShyamMetalics shall have the absolute and sole discretion to determine whether any participant should be disqualified by reason of failure to abide by these T&C, bad faith, fraud or any other legitimate reason
4. Multiple Facebook comment entries\* and Tweets on the contest post per person during the Contest Period will be entertained, provided they are in compliance with the T&Cs and Special Conditions.
5. ShyamMetalics reserves the right to change the T&C of this Contest at any time, including modifying, extending, truncating, withdrawing or discontinuing the same without notice, without assigning any reason, at its sole discretion without any liability. There is no cash alternative to the stated prizes, and the prizes are non-transferable and non-refundable. ShyamMetalics reserves the right to substitute either any part of Prize or whole Prize for similar prize of similar value. Any decision by ShyamMetalics in this regard shall be final and binding on all participants.
6. ShyamMetalics shall not be liable in any manner whatsoever for any claims, losses, damage, costs or expenses in connection with or arising from this Contest, entering into and / or participating in this Contest, or the redemption or use of the Prizes.
7. Copyrighted, obscene, provocative or otherwise questionable content will not be considered. ShyamMetalics retains sole discretion as to what constitutes inappropriate content. In the event of any inconsistency between these T&Cs and any advertising, promotional, publicity and other materials relating to or in connection with this promotion, these T&Cs shall prevail.

8. ShyamMetalics reserves the right to request proof of a participant's eligibility in the event that there is a doubt over his/her eligibility for the promotion. Subject to applicable laws, ShyamMetalics shall not be liable for any losses, taxes, liabilities or inconvenience suffered by any participant as a result of these T&Cs, entering into this Competition or accepting any part of the Prize. ShyamMetalics will not be responsible for: (a) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error that may occur in the processing of entries; (b) any printing or typographical errors in any materials associated with the Contest; (c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website or due to any outage, malfunctioning or non-functioning of any website or application or social media platform (or any feature or component thereof); or (d) injury or damage to your or any other computer or mobile resulting from downloading any materials in connection with the Contest.
9. In addition to these T&Cs, other specific terms may be imposed by ShyamMetalics from time to time to deal with any unforeseen situation. ShyamMetalics also reserves the absolute right to change, modify, amend or supercede the T&Cs contained herein and, or, any other rules and regulations in respect of the Contest at any time without any notice, the itinerary, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other T&Cs, if any, which may be intimated separately as Shyam Metalics considers fit. However, no obligation is cast on ShyamMetalics to separately intimate each individual participant with regard to such additional terms and conditions.
10. ShyamMetalics may (i) extend (ii) terminate or suspend the Contest at any time due to circumstances beyond its control (iii) substitute a prize (or any part of a Prize). Any decision by ShyamMetalics in this regard shall be final and binding on all participants. The participant(s) hereby give express permission to ShyamMetalics to freely distribute its submission (including the name of the participant and particulars of his/her social media handles / profiles / accounts) in any publication and media whether online, offline or on the Internet. Material sent to ShyamMetalics including feedback and other communications of any kind as well as submission of an entry to this Contest shall be deemed to be non-confidential. ShyamMetalics shall be free to reproduce, distribute and publicly display such feedback, materials without limitation or obligation of any kind. ShyamMetalics is also free to use any ideas, concepts, know-how or techniques contained in such submissions or materials for any purpose.
11. Each participant agrees and acknowledges that each of the officials of ShyamMetalics engaged in the organization and management of this Contest including its directors, officers, partners, employees, consultants, and agents are under no obligation to render any advice or service to any participant in respect of this Contest.
12. Each participant agrees and acknowledges that this Contest is not, and shall not be construed as, any incentive or inducement to make any purchase from ShyamMetalics, or to make any investment, expenditure, outlay, or to do (or not to do) any act or thing, and each

participant shall be entering in and / or participating in the Contest at their sole discretion, cost and risk, and based on their own independent judgment.

13. The participant undertakes to indemnify and keep ShyamMetalics harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by ShyamMetalics due to breach of any of the terms and conditions herein contained.
14. Each participant must ensure that his or her participation in the promotion is lawful in accordance with the laws of India. Neither ShyamMetalics nor its representatives or agents shall be taken to make any representations, express or implied, as to the lawfulness of any participant's participation in the Contest. Entrants are deemed to accept these terms and conditions by entering the Contest.
15. ShyamMetalics may, to the maximum extent permitted by applicable law and in its sole discretion, change the T&Cs or cancel the Contest at any time; or modify, terminate, or suspend the Contest should viruses, worms, bugs, unauthorized human intervention or other causes beyond its control corrupt or impair the administration, security, fairness or proper play of the Contest or submission of entries.
16. ShyamMetalics may, in our sole discretion, disqualify any individual found to be: (a) tampering with the entry process or the operation of the Contest or website or mobile application; (b) acting in violation of these T&Cs; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. If your entry is incomplete or if you use robotic, automatic, programmed or similar entry methods, your entry will be void. The authorized subscriber of the e-mail account used to enter the Contest at the actual time of entry will be deemed to be the participant and must comply with these T&Cs in the event of a dispute as to entries submitted by multiple users having the same e-mail account. The authorized account subscriber is the natural person who is assigned an e-mail address by an internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail addresses. No benefits greater than those described in the "Description of the Contest and How to Enter" section above in these T&Cs will be awarded.

## 12. MISCELLANEOUS:

### 1. Intellectual Property

The Contest and all accompanying materials are copyrights of ShyamMetalics, and / or its affiliates. All rights reserved. No requests for transfer or assignment or redemption of the benefits shall be entertained. You agree that all our decisions related to the Contest are final and binding on you.

### 2. Waiver

Failure by ShyamMetalics to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any person.

### 3. Governing law

The decision of ShyamMetalics shall at all times be binding and final. These T&Cs are subject to Indian laws and the courts at Kolkata shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from, or in connection herewith, or in relation hereto,

including without limitation, the Contest, eligibility and / or participation therein, selection of prize winners, distribution of prizes, etc.

#### 4. Force Majeure

This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, pandemics / epidemics, technical snags, act of God or any circumstance beyond the reasonable control of ShyamMetalics (“Force Majeure Event”). ShyamMetalics shall be not liable for any delay or adverse effect caused to the participants in the Contest including the winners as a result of a Force Majeure Event.

### 13. PUBLICITY RELEASE:

1. By participating in the Contest, you give ShyamMetalics and/ or its affiliates permission to use your name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Contest and any promotions, events, or contests to follow. You agree that ShyamMetalics and/ or its affiliates have the right to publish your saved item details for any communication, promotions, events, or contests that follow. You agree that ShyamMetalics and/ or its affiliates have complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation, etc. for the use of such pictures, etc., and hereby release ShyamMetalics and/ or its affiliates and its agents and assigns from any and all claims which arise out of or are in any way connected with such use. You give your consent to ShyamMetalics and/or its affiliates, agents and assigns to use your name and likeness to promote the Contest and any promotions, events, or contests to follow.

### 14. LIABILITY RELEASE

1. This Contest is being made purely on a “best effort” basis and participating in this Contest is voluntary. By participating in the Contest, you will be legally bound hereby, to release from liability, and hold harmless ShyamMetalics, and any of its affiliates, employees or agents representing or related to NVCL and its services/products. This release is for any and all liability for personal injuries (including death), property loss or damage, and misuse of the benefits/ Prizes offered under this Contest, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Contest, even if caused or contributed to by our negligence.

### 15. PRIVACY NOTICE

1. All information submitted in connection with this Contest will be treated in accordance with these T&Cs and the Privacy Notice available at [www.shyammetalics.com](http://www.shyammetalics.com)