

Offer Name: 101 Winners to win paytm gold upto Rs. 9,999 Everyday

Part – A: Offer Terms & Conditions (“T&C”)

- 1.** This Offer is organized and administered by Paytm Ecommerce Private Limited, a Company which owns and operates an online marketplace on the website located at the URL ‘www.paytm.com’ and ‘Paytm’ mobile application, and partly operates on website located at the URL:‘www.paytm.com’ and Paytm mobile application, Paytm IVR and Paytm WAP (hereinafter “**Paytm Platform**”) and is having its registered office at 136, 1st Floor, Devika Tower, Nehru Place, New Delhi - 110019 and corporate office at B-121, Sector 5, Noida, UP 201301. For clarity and brevity Paytm Ecommerce Private Limited is hereinafter referred to as “**Paytm Ecommerce**”. This Offer is sponsored by One97 Communications Ltd (“**One97**”).
- 2.** By participating in this Offer, You (hereinafter referred to as “**Participant(s)**”) agree to be legally bound by and abide by the Terms & Conditions stated herein as “**T&C**” including but not limited to Paytm E-commerce policies: <https://paytm.com/about-us/our-policies/#physicalGoods>. Participant(s) confirm and acknowledge that Participant(s) has read, understood and agree to conform to these T&C. If Participant (s) does not agree to these T&C, please do not participate in this Offer. Paytm Ecommerce reserves the right to amend, modify, change, add or terminate these T&C or discontinue this Offer without any further notice.
- 3.** This Offer is valid from **22nd January, 2019**, at **00:00:00** hours till **31stJanuary, 2019** at **23:59:59** hours (hereinafter referred to as “**Offer Period**”).
- 4.** To participate in Offer the Participant needs to have registered account on Paytm Platform.

5. Steps to Participate in the Offer:

Shop products from Paytm Platform physical marketplace categories (except fastag, and seller services) for total cart value of Rs. 499/- (Four Hundred Ninety Nine only) and more, during Offer Period to become eligible for participation in this Offer and win Prize daily during the Offer Period as mentioned under Clause 14 of Part-A. Product means

the items/goods listed on the Paytm Ecommerce Website/App sold by the merchants for the said Offer.

6. Winner Selection Criteria:

- 6.1.** Participant shall be selected on random basis as Winner, from all the Participants who undertake above mentioned steps during the Offer Period and will be eligible to win Prize, as described in Clause 14 (Part-A) herein (only if they comply with all the T&Cs mentioned herein).
 - 6.2.** The Offer is only valid for "Qualified & Completed Orders", which mean those orders which have neither been categorized as cancelled/ altered/ complained/ returned/ refunded by the Participant(s) placing the order or the seller/merchant, nor have been categorized as unexecuted.
 - 6.3.** A Participant(s) shall not be entitled to win the Prize more than once under this Offer. This is to clarify a Participant who has won Prize or any other Prize as mentioned in Clause 14 (Part-A) once will not be eligible to win it again in this Offer or any other subsequent offers running on Paytm Platform.
 - 6.4.** The Participant must have a valid Paytm KYC verified account in order to be selected as Winner under this Offer or condition mentioned under Clause 16 (Part-A) shall stand applicable.
 - 6.5.** It is relevant to state that the Participant(s) with registered E-mail ID on Paytm Platform shall be qualified to be considered for being selected as Winner as per the process mentioned under this T&C.
- 7.** Paytm Ecommerce shall select the Winners on random basis within thirty (**30**) days after end of Offer Period. The Winners will be announced after their successful compliance to the guidelines issued by Paytm Ecommerce for claiming their Prize. Paytm Ecommerce shall have the sole discretion in selection of Winners and the same shall not be challenged in any manner by any Participant(s) including the Winners.
- 8.** Offer is being made purely on a "best effort" basis and is valid for a limited period only. Paytm Ecommerce reserves its absolute right to withdraw and/or alter any of the terms and conditions of the Offer at any time without prior notice.

- 9.** Winners shall be contacted by Paytm Ecommerce and confirmed basis qualification criteria, verification & submission of required documents as per the clause mentioned below. The Winner declared by Paytm Ecommerce understands that he/she is subject to verification & confirmation by Paytm Ecommerce.
- 10.** Post selection of "Winners", Paytm Ecommerce shall make attempts post Winner selection to contact Winners on their registered Mobile Number through call/SMS/E-mail to inform about the Prize and further process of claiming the Prize. Any failure on the part of Winners for not responding to attempts to contact Winner made by Paytm Ecommerce to claim the Prize shall entitle Paytm Ecommerce to forfeit the Prize of such Winners and roll the Prize over to the next eligible Winner.
- 11.** Post selection of Participants as Winners, each such selected Participant shall be required to provide adequate documents (as explained under **Clause 19** of Part -A) required for identification and for claiming the Prize from Paytm Ecommerce within prescribed time limits provided in this regard, failing which such Winner shall be considered ineligible for being selected as Winners. Winners shall be the term given to those Participants, who have submitted the required documentation and have complied with all the relevant clauses mentioned herein ("**Winner**").
- 12.** If any Participant selected as Winner(s) refuse to complete compliance process to avail the Prize, then some other Participant shall be selected as Winner(s) on random basis in place of that Participant who have not complied with the process to avail the Prize. After that, no other round of Winner(s) shall be selected.
- 13.** Final list of Winner will be announced in maximum thirty (30) working days after the completion of Offer Period at sole discretion of Paytm Ecommerce.
- 14. Prize/s:**
- 14.1** Participant(s) shall be randomly selected as Winner(s) as per the criteria explained herein the Part-A of the T&C and shall be eligible to win following as Prize ("**Prize**"):

- a. **First Prize:** One (1) Winner who have shopped for Rs. 499/- or more, out of all the Participants shall be randomly selected daily during the Offer Period to win Rs. 9,999/- (Rupees Nine Thousand Nine Hundred Ninety Nine Only) digital gold. Winner shall be given a promocode which have to applied during the purchase of digital gold from Paytm Platform, then the same amount of Rs. 9,999/- (Rupees Nine Thousand Nine Hundred Ninety Nine Only) shall be credited back to Winner's(Paytm Platform account in form of a Paytm Cash.
- b. **Second Prize:** (50) Winners who have shopped from Paytm Platform for Rs. 1000/- (Rupees One Thousand Only) and above value during Offer Period, out of all the Participants shall be randomly selected daily during the Offer Period to win digital gold worth Rs. 101/- per day (Rupees One hundred One Only) digital gold till the Offer Period. Winner shall be given a promocode which have to be applied during the purchase of digital gold from Paytm Platform by the Winner, then the same amount of Rs. 101 (Rupees One Hundred One Only) shall be credited back to Winner's Paytm Platform account in form of a Paytm Cash.
- c. **Third Prize:** (50) Winners who have shopped from Paytm Platform for Rs. 499/- to Rs. 999/- during Offer Period, out of all the Participants shall be randomly selected daily during the Offer Period to win digital gold worth Rs. 51/- per day (Rupees Fifty One Only) digital gold till the Offer Period. Winner shall be given a promocode which have to be applied during the purchase of digital gold from Paytm Platform by the Winner, then the same amount of Rs. 51 (Rupees Fifty One Only) shall be credited back to Winner's Paytm Platform account in form of a Paytm Cash.

14.2 The Prize is purely on basis random selection of Winners and cannot be exchanged nor can be transferred.

14.3 Each Winner(s) shall be provided a unique promocode which is to be used by the Winner(s) on Paytm Platform to purchase the Prize and to receive cashback in their respective Paytm Platform account, it is pertinent to mention the Winner shall receive 100% cashback in form of Paytm Cash* in their registered account on Paytm Platform which is subject to TDS deduction as per Clause 18 (Part-A) if

applicable. Unique promo code shall be given to Participant selected as Winner within seven (7) business days of being notified of their selection.

- 14.4** Each unique promo code shall be applicable only for a period of thirty (30) days from date of issuance, post completion of which, it shall lapse and shall stand forfeited.
- 14.5** GST shall be applicable on the purchase of the digital gold from the Paytm Platform by the Winner, for example: Winner purchases the digital gold of Rs. 9,999/- he/she shall get the total of Rs. 9707/- and GST of 3% i.e. Rs. 291 shall be levied on the purchase. However, the cashback of wholesome value of Rs. 9,999/- in form Paytm Cash shall be credited under Paytm Platform account of that Winner.
- 14.6** Winner agrees that Paytm Ecommerce is not be liable for the market fluctuations in the value of gold.
- 15.** The Prize as depicted in the banner/landing page is purely for illustrative purpose only and may vary in its physical form and Paytm Ecommerce shall not be responsible under any circumstance leading to any kind of confusion/dispute etc.
- 16. Eligibility for claiming the Prize:** To be eligible to claim the Prize under the Offer, the Winner must have a valid Paytm Platform KYC verified account (as per RBI guidelines). If the Paytm Platform account is not KYC verified, the Winner/ Random Winner must submit documents for KYC and get his/her account KYC verified before claiming the prize.
- 17.** If any person participates in this Offer from multiple Paytm mall accounts, he /she will be awarded only one Prize and Paytm Platform account through which he/she gets themselves registered to participate in this Offer, the same Paytm Platform account shall be considered and used by Paytm Ecommerce to gratify the Winner. Further, Winner shall not raise any dispute against the decision of Paytm Ecommerce in this regard.
- 18.** Any Prize to a person/Participant/Winner of value in excess of Rs.9,999 /-(Rupees Nine Thousand Nine Hundred Ninety Nine Only) per Offer will be subject to deduction of taxes. One97 shall in advance deduct TDS amount which is 30% of Prize/prize amount

as per applicable Income tax rules. In case the Prize is delivered/given to the Winner, then the Winner shall pay TDS by Demand Draft (DD) equal to the TDS amount in advance in favor of One97 Communications Limited. Also the winner shall be liable to pay the other taxes if any.

19.The Prize must be claimed by the Winner, along with the documents (if applicable) specified herein below within forty-eight (48) hrs. after being contacted by Paytm Ecommerce as mention under Clause 10 of Part-A. The documents required to be submitted along with the claim by the Winner include the following (the document list* is only inclusive and not exhaustive and can change as per the requirements of law):

19.1 Address proof (Voter ID / Driving License / Passport/ electricity bill not older than 3 months /Telephone bill not older than 3 months etc.),

19.2 Government Photo Id proof (Passport/Voter ID/Driving License and etc.),

19.3 One passport size photo (compulsory),

19.4 Postpaid bill (for postpaid user) (additional document),

19.5 PAN card copy self-attested,

19.6 Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.

*(the document list is only inclusive and not exhaustive and can change as per the requirements of Law or Organizers). If the Winner fails to comply with the herein set requirements his/her right to win the Prize shall be forfeited.

20.Paytm Ecommerce shall only provide the promo code to the Winner after compliance with **Clause 19** (Part-A) herein above.

21.Prize as explained in **Clause 14** (Part-A) can be given as Cheque/Demand Draft/Paytm Cash* only on sole discretion of Paytm Ecommerce.

22.Paytm Ecommerce shall not be responsible for any delay on part of a third party including the courier agency, in delivering the Prize (if applicable). All costs and expenses for collecting the Prize unless otherwise specified shall be borne solely by the

Winner under this Offer and the Prize shall not be transferable and no request shall be entertained by Paytm Ecommerce for such transfer.

***Disclaimer:** Paytm cash is a semi closed payment instrument and may be used for the purchase of third party products from Paytm Platform or may be transferred to the person's bank account.

Part-B: Legal Terms & Conditions

1. The participation in the Offer is open only for the Offer Period for the Indian citizens of 18 years and above of age. Employees of Paytm Ecommerce & One97 (including their family members & relatives) and of their group companies, affiliate or associate companies, shall not be eligible for any of the Prizes under this Offer. In case it comes to the knowledge of Paytm Ecommerce & One97 that any Winner is an employee of Paytm Ecommerce & One97 or their family member or relative, Paytm Ecommerce & One97 reserves the right to forfeit the Prize. Further, to participate in Offer the Participant needs to have registered account on Paytm Platform.
2. The residents of any state within territory of India, wherever prohibited by Law shall not be entitled to participate in this Offer as applicable.
3. By participating in the Offer, Participants consent to the following information available on Paytm platform and their concerned vendors and/or published or otherwise communicated to in any media that Paytm Ecommerce may deem fit, for the purpose of Winner's announcement: name, mobile phone number, score and/or photograph. Paytm Ecommerce may, at their discretion, choose not to disclose the identity of the selected Winner to other Participants unless expressly mentioned herein. The Participant(s) also consent to the information being stored in the servers of Paytm Ecommerce or its service providers.
4. Participants acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP/APP, Website and all material or content related to the Offer shall remain, at all times, owned by Paytm Ecommerce and/or their respective owners. All material and content contained is made available for Participant's personal and noncommercial use only. Any other use of the material/

content on the platform and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

5. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed including, but not limited to delay in sending or receiving the SMS for participating in the Offer, or the delivery, quality, quantity, merchantability, fitness for use in respect of any goods, services, benefits or awards acquired or obtained through the Offer or any transactions effected through the Offer; (b) The Participant(s) expressly agree that his/her participation in the Offer is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind.
6. Availing of deal for goods or services shall be a strictly bipartite contract between merchant and the Customer/Participant who avails the deal. At no time shall Paytm Ecommerce/One97 have any obligations or liabilities to the Customer with regard to the deal or goods/services offered through the deal.
7. Paytm Ecommerce/One97 shall not be responsible for any unsatisfactory performance, delay/deficiency in performance by merchant or its associates/affiliates and any such issues shall be addressed by merchant only.
8. The Prize under this Offer are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. The Prize shall be subject to such other T&C as may be applicable and shall have to be duly complied with by the Winner.
9. The Prize to the Winner shall be given subject to compliance with all applicable statutory legislations, processes and formalities and on production of all such documents/papers in connection with the Prize and on production of all such documents/papers as may be required by Paytm Ecommerce. Any failure on the part of the Winner to comply with directions issued by Paytm Ecommerce for claim of Prize shall entitle Paytm Ecommerce to forfeit the Prize or roll the Prize over to the next eligible Winner, at its sole discretion.

10. Any Participant providing any incorrect information or concealing/withholding any information from Paytm Ecommerce with intent to participate and/or be chosen as the Winner of the Offer will automatically be disqualified from participating in it and being chosen as the Winner. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Operator number, domicile etc. by the Participant or dispute with the platform, shall entitle Paytm Ecommerce to disqualify him/her without any further intimation. Paytm Ecommerce reserves its right to take appropriate legal action against any Customer(s) involved in illegal/unauthorized activity.
11. The Participants shall indemnify and keep indemnified Paytm Ecommerce/One97 and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which Paytm Ecommerce/One97 may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the representations or obligations of the Participants under the T&C hereunder, any failure by the Participants to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Paytm Ecommerce/One97 or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any third party, in connection with the Offer. It is expressly provided that transaction shall be between Customer(s) & the respective merchant only.
12. All incidental costs, taxes or levies related to the Prize shall be exclusively borne by the Winner.
13. The Participants and Winner hereby irrevocably authorize Paytm Ecommerce/One97 and its owners, affiliates, subsidiaries, associates to use the data gathered during and/or after the Offer in respect of the Participant(s) (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the Offer, Customer(s) confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to

receive updates and promotional messages / SMS / Email / Call for current and future Offers from Paytm Ecommerce/One97.

14. This Offer is subject to force majeure circumstances including without limitation, floods, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of Paytm Ecommerce/One97 ("Force Majeure Event"). Paytm Ecommerce/One97 shall not be liable for any delay or adverse effect caused to this Offer there under as a result of a Force Majeure Event. Paytm Ecommerce shall intimate the suspension of Offer caused as a result of such Force Majeure Event to the Participants within reasonable time.
15. Paytm Ecommerce/One97 reserves all the rights to offer any amount/coupon/voucher/any other prize equivalent to the prize. This Offer is subject to guidelines/ directions issued by competent authority from time to time and may be subject to any changes/withdraw without intimation and any decision may be taken by Paytm Ecommerce in order to comply with guidelines/ directions issued by competent authority.
16. Paytm Ecommerce/One97 shall not be responsible for any claims arising out of technical failures before, during the Offer or after the completion including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Offer, failure of servers or any failures arising out of technical snags or resultant inability of the participant.
17. This Offer is designed/sourced by Paytm Ecommerce, are as per their best of efforts. In case there is any discrepancy or dispute regarding the Offer, the decision by Paytm Ecommerce shall be final and neither Paytm Ecommerce nor any third party shall have any liability towards any Customer(s). No queries/complaints whatsoever in this regard will be entertained.
18. Prize mentioned T&C in Clause 6 Part-A of this T&C shall be given to Winner/ Participants on automated basis along with a Promocode to redeem the prize solely on discretion of Paytm Ecommerce/One97.

19. Paytm Ecommerce/One97 reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, the T&C and Prize at its sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Participant.
20. Failure by Paytm Ecommerce to enforce any of its rights at any stage does not constitute a waiver of those rights. Further, Paytm Ecommerce may assign any of its rights within the Offer to any party without prior intimation to Participants.
21. Paytm Ecommerce does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
22. Paytm Ecommerce/One97 neither guarantees or warranties the quality of the goods being offered as Prize nor is liable/ responsible for any defect in the goods so obtained/availed, by the Winner under this Offer. Paytm Ecommerce/One97 shall also not be liable for any defect in the Prize so offered to the Winner under this Offer. The Winner further understands that the Prize will carry manufacturer's guarantee and in case of any deficiency in the goods, the Winner shall contact manufacturer only.
23. The Winner understand and agree that Paytm Ecommerce/One97, its owners and affiliates, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a Winner and/or any third party, directly or indirectly, by use or non-use of the Prize.
24. Apart from the entitlement to the Prize, a Winner or his/her legal heirs/ successors/ representative will have no other rights or claims against Paytm Ecommerce/One97, its owners and affiliates. Maximum aggregate liability of Paytm Ecommerce/One97 to Winner shall not exceed value of the Prize in case of any dispute, in pursuance to the terms and conditions herein. For all other Participants, entire liability of Paytm Ecommerce/One97 for any dispute arising in connection with cashback shall not exceed the cashback amount that the Participant is entitled to under the Offer.

25. The Winner understand and agree that acceptance of the Prize, constitutes grant of permission to the facilitators to click photographs of the Winner and use the Winner's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and without any additional compensation whatsoever to the Winner. The Participant/Winner hereby provides his/ her irrevocable consent for sharing /submission of his/her personal information to Paytm Ecommerce/One97, and subsequent use by Paytm Ecommerce/One97 of such information for lawful purposes as per its discretion.
26. Post Winner declaration and completion of the announcement and further process as the case may be if Paytm Ecommerce finds that the declared Winner is wrong then Paytm Ecommerce reserves the right to declare the correct Winner again and cancel the Prize of Winner declared earlier. and the same decision of Paytm Ecommerce shall not be challenged by any participant(s)
27. Paytm Ecommerce/One97 shall not be responsible for any claims from any participant (s) or any third party arising out of any failure(s) which is beyond the reasonable control of the Paytm Ecommerce/One97. Without limiting the generality of the foregoing, the Paytm Ecommerce/One97 shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Offer including but not limited to any technical failures in the mobile/device/computer/laptop connectivity, delay in sending or receiving the SMS for participating in the Offer, any type of delay , any action that has been initiated, actioned or completed through his/her mobile phones/device/computer/laptop, failure of servers or any type of failures arising out of technical snags or resultant inability of the participant (s).
28. The participant (s) hereby agree and undertake not to hold Paytm Ecommerce/One97 and/or any of their group entities or affiliates, their respective directors, officers, employees, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Offer.

29. Any dispute arising out of this offer and terms & conditions of this Offer shall first be attempted to be resolved amicably through negotiations.
30. Other Terms and conditions and Paytm Ecommerce/One97 policies shall stand applicable on Participants/Winner of this Offer <https://paytm.com/about-us/our-policies/>.
31. These Terms and Conditions are subject to Indian law and to the sole and exclusive jurisdiction of the Courts in Delhi.