

Terms and Conditions for KITKAT PayTM Movie Cashback Consumer Benefit Offer

Name of the Offer: **KITKAT PayTM Movie Cashback Offer**

Offer Details, Concept and Participation

1. This is a limited period offer ("**Offer**") provided by Nestlé India Limited ("**Nestlé**") in association with One97 Communications Pvt. Ltd.
2. Any person who purchases a pack containing details of the Offer ("Offer Pack") of KitKat 2 Finger Mini (12.8g at MRP Rs.10/-) or KitKat 3 Finger (27.5g at MRP Rs.20/-) (collectively, hereafter referred to as "**Product**") during period commencing from 1st March 2020 to 15th April 2020 ("**Offer Period**") will get a 9 digit alphanumeric unique code printed inside the Product wrapper (such person hereinafter referred to as "**Consumer**"). The Consumer has to SMS KITKAT_9 Digit Unique code to 9902391200 to get a voucher code ("Code") which can be used on www.paytm.com or the PayTM app to redeem as per process stated below
3. The Consumer shall, in order to add and redeem the Code, visit www.paytm.com or its corresponding mobile application/site thereof (collectively, "**Paytm.com**") and navigate to www.paytm.com/movies and follow the procedure mentioned under these Offer Terms.
4. These Offer terms and conditions ("**Offer Terms**") are in addition to the PayTM's Conditions of Use and Sale to which you agree by using PayTM. To the extent the PayTM Conditions of Use and Sale are inconsistent with these Offer Terms; these Offer Terms will prevail with respect to the Offer only.
5. Under the Offer:
 - A) a Consumer who purchases an Offer Pack of KitKat 2 Finger Mini offer pack worth Rs. 10/- will find a Code printed under the wrapper. On redemption of this Code on PayTM as per steps detailed below, PayTM Cashback equivalent to Rs. 20 will be added to their PayTM wallet.
 - B) a Consumer who purchases a KitKat 3 Finger offer pack worth Rs. 20/- will find a Code printed under the wrapper. On redemption of this Code on PayTM as per steps detailed below, PayTM Cashback equivalent to Rs. 40 will be added to their PayTM wallet.

Each Consumer can add a maximum of 1 Code per account and per mobile number under the Offer.

The procedure for availing the offer is as below:-

- a) Find unique 9 digit alphanumeric code inside the Offer Pack.
 - b) SMS KITKAT <SPACE> UNIQUE CODE to 9902391200
 - c) You will receive the details of PayTM movie voucher Code by SMS
 - d) Go to www.paytm.com/movies or PayTM app and book movie tickets
 - e) Enter the Code during checkout to avail cashback
 - f) Cashback will be credited within 24 hours in PayTM wallet
6. No cash in lieu of the Code shall be paid to Consumer. The assigned amount of the Code shall be credited to the PayTM account of the Consumer upon redemption of the Code. The value of the Code so credited to PayTM account can be used to purchase eligible products on PayTM subject to the Terms and Conditions of PayTM. In case the Consumer purchases a product that is greater in value of the redeemed Code, Consumer would have to pay for the differential amount through any of the payment

means available on PayTM. The value of the Code so credited cannot be used for the payment of delivery or any other charges on PayTM.

7. Participation in this Offer is purely voluntary and optional. This Offer is not valid in conjunction with any other offer. Products may also be available without Codes and this Offer will be available only on Products with Codes. By participating in this Offer, each Consumer is deemed to have accepted these Terms and Conditions.
8. This Offer is valid in India during the Offer Period on purchase of the Product by Consumers.
9. The Offer is valid for the citizens of India except for the employees and family members of Nestlé and PayTM, their associate companies, their joint venture partners, Nestlé's co-packers, Nestlé's distributors, their agents, their advertising and promotional agencies and their auditors.
10. For the sake of clarity, it is once again reiterated that the unique 9 digit alphanumeric code inside the Offer Pack will be valid till 15th April, 2020 only. The consumer will not be able to get the voucher Code post 12:00 AM on 15th April 2020. The Voucher Codes would be valid till 30th April 2020 only. The Consumers will not be able to avail the Offer after the 30th April 2020. Consumer agrees to waive off right of redemption on 30th April 2020.
11. In the event any Consumer fails to meet any of the above stated eligibility criteria or any term under these Offer Terms, he/she will not be eligible to receive the benefit under this Offer. By participating in this Offer, you will be deemed to have accepted these Offer Terms.
12. Code offered as part of this Offer is non-transferrable, non-refundable. At any stage, Nestlé and/or PayTM reserve their right to call upon the Consumer to submit any document for verification of identity as per their sole discretion.
13. Neither Nestlé nor PayTM will be liable the Code not being visible due to the Product wrapper being damaged while opening the Product by the Consumer.
14. By availing the Offer, the Consumer expressly agrees that PayTM and Nestlé will not be responsible for any loss or damage incurred by you in relation to the Code and/ or the Offer.
15. At any time, PayTM and/or Nestlé reserve the right to update and/or amend all or any of these terms without further notice. Nestlé and/or PayTM reserve the right to cancel, change or substitute the Offer at any time without any prior notice.
16. Nestlé may require Consumers to participate in promotional activities (such as publicity and photography), , and he/ she who volunteers consents to the usage of his/her name, photograph, film recording, portrait, picture, voice, likeness and biographical information for media coverage, news or information and for advertising or promotional purposes in any media for an unlimited period without remuneration. The foregoing license shall survive any termination or expiration of this Offer.
17. Nestlé and PaTm shall not be responsible for (including but not limited to):
 - For any SPAM generated messages
 - For the Operator Code not being displayed on the user's mobile phones
 - For any SMS message delivery failures
 - Any lost, late or misdirected computer transmission or network, electronic failures or any kind of any failure to receive entries owing to transmission failures or due to any technical reason

- If the Consumer has registered himself to the DND of the telecom provider/ the Consumer has registered with National Do Not Call Registry/ Consumer has specifically requested for not receiving messages for the specific campaign.
 - Other conditions beyond its reasonable control
18. By participating in the Offer, each Consumer agrees to hold harmless Nestlé and its affiliates, directors, officers, employees and agents, as well as all others associated with the development and execution of this Offer, from and against any and all liability with respect to or in any way arising from this Offer, the awarding and use, misuse or possession of the prize, including liability for personal injury, except where prohibited or limited by law.
 19. Nestlé reserves the right to change the terms and conditions of this Offer and to alter or terminate the Offer at any time without prior notice. An updated version of the terms and conditions will be available on KITKAT.IN
 20. The Consumer waives conditions of DND/NCPR register and hence consents to Nestlé for complaints redressal, offers etc. in future as part of this Offer.
 21. Privacy Policy of Nestlé and PayTM shall apply.
 22. All queries/ all grievances in relation to the product and/or details of the Offer can be addressed to Big city Consumer services at 8040554863 or Nestlé's Consumer Services at toll free number 18001031947. PayTM will not be responsible and/ or liable for handling, entertaining or resolving any queries or grievances regarding the Product, Code and/or the details of the Offer. PayTM will not mediate or resolve any dispute or disagreement between Nestle and the Consumer. It is hereby clarified that Nestle will not be responsible for any technical issue due to which the Code is not being redeemed on PayTM.
 23. Nestlé and/or PayTM shall not be liable for any loss or damage due to Acts 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.
 24. Consumer agrees that use of this Offer is voluntary and at its sole risk. Nestlé, PayTM and their respective affiliates, and officers, directors, employees, and agents disclaim all warranties, express or implied, including without limitation any warranty of merchantability, availability, and fitness for a particular purpose or non-infringement.
 25. The terms and conditions of this Offer shall be governed by Indian Laws. The Courts at Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.
 26. The courts at New Delhi shall have exclusive jurisdiction over any matters/ disputes in relation to these Offer Terms between the Consumer and PayTM.
 27. PayTM cashback is the term used to define PayTM cash that Consumer gets when he/she applies the code on the Website and/or the PayTM APP. No cash would be given in lieu of Paytm cash.
 28. Neither Nestle India Limited, nor will the Organizer be liable for any delay in actual redemption under this Offer reflecting in the customers' account.
 29. Paytm is the registered trademark of ONE97.

30. Nestle India Limited and/or Organizers shall not be responsible for downtime on the services, caused due to technicalities (like failure of hardware equipment, configuration issue, network congestion), or due to decisions/changes in regulations that are carried out by TRAI, RBI, DoT or any other regulatory body.
31. 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 Organizers and Nestle India Limited.
32. If a Consumer is dissatisfied with the Offer or the Offer rules and/or any content or any requirements of the Offer form, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not participate in the Offer.
33. Paytm Terms and conditions apply on this offer.
34. By Participating in this promo, you will be governed by the Privacy Policy of Paytm as applicable to all their registered users. Please read their Privacy Policy here (link of Paytm Privacy Policy). Nestlé shall not be held responsible for any data issues with regards to this promo except otherwise for the data shared on Nestlé platform’
35. This Offer is subject to guidelines/ directions issued by any competent authority from time to time.
36. Paytm reserves the right to forfeit the Cashbacks or to disqualify or to declare any Participant ineligible, in the event of failure or breach or non-adherence to the T&C by the Participant.
37. **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, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of the contest/offer, delay in sending or receiving the SMS or any other communication for participating in the Offers, delay in time taken for the process, or the delivery, quality, quantity, merchantability, fitness for use or a particular purpose or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Offers or any transactions effected through the Offers; (b) the Participant expressly agrees that participation in the offer is at his/her sole risk and discretion and is governed by the terms and conditions herein; and (c) no advice or information whether by representations, oral, written or pictorial derived from the Paytm Platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind whatsoever. Paytm does not make any commitment or warranty, express or implied to respond to any feedback, suggestion and/or queries of the Participant(s).**
38. Apart from the Offers and Cashbacks, the Participants or their legal heirs/ successors/ representative shall have no other rights or claims against Paytm, its owners and affiliates. Paytm’s liability in contract, tort or otherwise (including negligence) howsoever arising out of or in connection with the Offers and Cashbacks shall not in any manner exceed, in total, regardless of the number of claims, in respect of all matters, a maximum of INR 5000.
39. Paytm or its affiliates or associates or agents shall not be responsible or liable to Participants or any third party, for any direct and or indirect losses, damages or claims of whatsoever nature including (1) incidental, special, punitive or consequential damages, loss of profits, technical errors or failures, mobile connectivity, delay in sending or receiving the SMS or any other communication to the Participants, or any action that has been initiated, actioned or completed through Participants mobile phones, failure of servers or the failure to provide the updates or any failures arising out of technical snags or inability of the Participant to listen or observe the Offers or T&C, or (2) any personal loss or

injury that may be suffered (including loss of life) by a Participant(s) and/or any third party, directly or indirectly, by use or non-use of the Offers or Cashbacks or Paytm Platform or Product purchased or booked through Paytm Platform.