

Terms and Conditions

1. The “7up Vintage Under the Label” (**'Promo'**) is being organized by PepsiCo India Holdings Private Limited (**“Organizer”**). The Promo is valid only on 600ml, 750ml, 1.25 l, 2 l and 2.25 l bottles of brand '7UP' plying this offer, hereinafter referred to as **'Product/s'**.
2. Promo is valid from 1st March, 2018 to 31st May, 2018, both dates inclusive ('Promotion Period') in the territory of India except the state of Tamil Nadu.
3. Participation is optional. Products also available without this offer.
4. Promo is open to all Indian citizens residing in India, above 18 years of age (**'Participant'**). The Promo is not open to (a) the employees of Organizer, (b) their family members, Organizers' associate companies, its bottlers, its JV partners, its co-packers, its distributors, its agents, its advertising and promotional agencies and its auditors and their associate companies, and (c) persons who are not "competent to contract" within the meaning of the Indian Contract Act, 1872.

1. HOW TO PARTICIPATE:

- i. The Participant will need to purchase any Product to participate in the Promo and look behind the label, where he/she will find a 8 digit “Unique Code” which has to be sent via SMS to +91 7760928777. Standard SMS charges shall apply.
- ii. The Participant will receive an SMS confirming the participation/validity of the Unique Code (“Valid Entry”).
- iii. The Participant can participate in the Promo multiple times from one or different registered mobile numbers. However, the Participant can use one Unique Code only once.
- iv. Any participation without the Unique Code or with a fake code will be considered invalid.
- v. Assured Prize: Every Valid Entry will get an assured prize of 7UP Vintage wallpaper through a link on the mobile number of the Participant. Internet connection required to download the wallpaper.
- vi. 7up Vintage Merchandise – From the Valid Entries received, the Organizer will select 100 winners daily who will win exclusive 7up vintage merchandise over and above the Assured Prize throughout the Promotion Period (“Winners”). These Winners will be selected by the Organizers using a randomizer software (Computerized Random Time Software).
- vii. The Winners will be contacted by the representatives of the Organizers on his/her mobile number and the Organizers will dispatch the 7up Vintage Merchandise to the address provided.
- viii. The Participant agrees that participation in this Promo is at its sole risk. PepsiCo, and their respective affiliates, and their 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.
- ix. The 7up Vintage Merchandise is non-returnable, non-refundable and non-negotiable. No requests for transfer or assignment or redemption of the benefits shall be entertained.

- x. The decision of Organizers shall be final with respect to all matters relating to this Promo and the result of this Promo and shall not be subject to review or appeal by any Participant or by any third party.
- xi. Entry will be void if it is incomplete or if the Participant uses robotic, automatic, programmed or similar entry methods.
- xii. Organizers shall not be liable for any printing or typographical errors in any materials associated with the Promo, injury or damage to your mobile resulting from downloading any materials in connection with the Promo.

2. GENERAL:

- i. The Organizers or their agencies are not required to entertain/respond to/comply with any communication/request/claim requiring the Organizer to provide any proof to any Participant or any other party, with respect to details of other Participants, prize won by other Participants etc. Such information will be strictly confidential and shall not be shared with any Participant or any other third party, except as considered necessary in the sole discretion of the Organizer.
- ii. The Winners would be contacted thrice over a period of 96 hrs. In case the Winners are not reachable for any reason whatsoever, the Organizer will reserve the right to either pass on the 7UP Vintage merchandise to another participant, selected through the randomizer, or forfeit the 7UP merchandise without any further notice to the winner.
- iii. The 7UP Vintage Merchandise once delivered cannot be replaced under any circumstances.
- iv. By participating in the Promo, the Participants waive the conditions of the DND directory and the participants acknowledge that the Organizers can contact the Participants for future promotions.
- v. The Organizers makes no representation or warranty of any kind, either express or implied, with respect to any 7UP Vintage Merchandise received by the Winners. Such Winners hereby agree that such products are purchased "as is" without any warranty, including warranties of merchantability or fitness for a particular purpose.
- vi. The Organizer reserves the right to cancel, modify, extend or withdraw the Promo at its sole and absolute discretion. The Organizer reserves the right to modify the terms and conditions without any prior notice.
- vii. Charges and expenses borne by any Participant for participating in the Promo, for example, purchase of Product, SMS charges for submitting the Unique Code, [for download of Assured Prize, any data charges pertaining to the Promo](#) etc. shall not be claimed from the Organizers and the Participants shall continue to be liable for them.
- viii. The decision of the Organizer will be final and binding with regard to Promo and no correspondence will be entertained in this regard.
- ix. By participating in this Promo, a Participant unconditionally and irrevocably accepts and agrees to be bound by all these terms and conditions as stated herein.
- x. 7UP Vintage Merchandise is not transferable and no cash payment in lieu of the 7UP Vintage Merchandise will be made.

- xi. In the event of death of any Winner, no claim from his/her nominees or legal heirs will be entertained for receiving the 7UP Vintage Merchandise.
- xii. This Promo cannot be clubbed with any other promotion/offer/discounts which may be applicable on the products of PepsiCo.
- xiii. In case the Participant finds a Product bottle with a defective label which does not carry a Unique Code (due to technical reasons) and files a complaint for the same or approaches the Organizer with this complaint, the Organizers' liability would be limited to providing the complainant with a new bottle of the Product to enable him to participate in the Promo as per these T&C. The complainant cannot demand any monetary or other compensation for the same.
- xiv. In case the Participant wishes to contact the Organizer for any reason whatsoever, the contact should be made only with the consumer relations department of the Organizer. Any attempt to contact any officer of the organizer or any of the Organizer's agencies/its personnel would not be entertained and could lead to the claim of the Participant being rejected.
- xv. Dates when the Winner may receive the 7UP Vintage Merchandise are entirely at the discretion of the Organizer. The Organizer will not be responsible if any of the 7UP Vintage Merchandise is cancelled or postponed. In such cases, the prize will be forfeited in its entirety and no substitution will be provided.
- xvi. At the Organizer's request, Winners must participate in all promotional activity (such as publicity and photography) surrounding the winning of the 7UP Vintage Merchandise, free of charge, and they consent to the Organizer using their 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 Promo (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Organizer.
- xvii. The pictures of 7UP Vintage Merchandise on the press ads/ posters/ trade letters etc. are only representative and the actual product(s) or prize may vary from the depictions.
- xviii. The Organizer shall not be responsible for any loss, injury or any other liability arising out of the Promo.
- xix. The Organizer 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.
- xx. The Participants shall comply with these terms and conditions and waives any right to claim ambiguity in these terms and conditions and release, indemnify and hold harmless Organizers and their respective affiliates, advertising and promotion agencies, and their respective owners, agents, auditors, representatives, officers, directors and employees from and against any injuries, losses, damages, claims, actions, or any liability of any kind relating to, resulting from or arising from this Promo or any product or prize provided in connection therewith.
- xxi. The Organizer shall not be liable for any loss of 7UP Vintage Merchandise due to loss of Product pack/Product label or incorrect information provided by the Participant.
- xxii. Nothing in the Promo or in the advertising/promotional material relating to the Promo shall be deemed to be a permission to use or claim any right or interest in the intellectual property rights of the Organizers.

- xxiii. All applicable taxes/levies and charges (including but not limited to Gift Tax, registration charges, insurance etc. where applicable) on the 7UP Vintage Merchandise will be the responsibility of the Participant.
- xxiv. The submission of false, incorrect, misleading or fraudulent documentation/ information may result in disqualification from this Promo by the Organizers. It may further attract legal action as deemed fit by the Organizers.
- xxv. No queries/ clarifications/ suggestions/ communication etc. shall be entertained on operation/selection process, which would be entirely at the discretion of the Organizers.
- xxvi. The Organizers assume 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 your access to, your exposure to or your participation in the promo; (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; or (iv) any deletion of data or interruption or discontinuance of transmission to or from or through the Promotion.
- xxvii. All disputes relating to this Promo shall be subject to the exclusive jurisdiction of Courts at Gurugram only.
- xxviii. The Organizer reserves the right to change its products available for the Promo.
- xxix. Promo is valid till stocks of Products last or the end of Promotion Period, whichever is earlier.
- xxx. At the end of the Promotion Period, all of Organizer's obligations with regard to the Promo shall terminate.