

**TERMS AND CONDITIONS
OF
THE REVISION PROJECT**

In the lead up to the celebration of the 75th Indian Independence Day, Think & Learn Private Limited (“BYJU’S” or “we” or “our”) brings another fun challenge in the form of ‘#TheRevisionProject’ (“Challenge”) to the citizens of India (“Participant”).

1. **Binding Agreement:** In order for an Eligible Participant (*defined below*) to participate in the Challenge:

- (i) in case such Eligible Participant is below the age of 18 (eighteen) years (“**Child Participant**”), then the parents/ legal guardians representing the Child Participant;
- (ii) in case the Eligible Participant has attained the age of 18 years, then such Eligible Participant;

(such Eligible Participant who has attained the age of 18 years or where applicable, such parents/ legal guardians representing the Child Participant are collectively referred to as “**you**” or “**your**”)

must agree to these terms and conditions governing Eligible Participant’s participation in the Challenge (“**Rules**”). Therefore, please read the Rules carefully prior to the Eligible Participant taking part in the Challenge to ensure that you understand and agree with the terms and conditions of the Challenge. You agree that with the Eligible Participant participating in the Challenge, you are unconditionally bound by these Rules.

The participation or winning rewards in the Challenge does not require any purchase of any of the products offered by BYJU’S.

2. **Eligibility:** The Challenge is open only to such Participants (“**Eligible Participants**”) that (i) are Indian citizens, (ii) follow our IG Account; and (iii) in case of Child Participants, have obtained your permission to participate in the Challenge and you have unconditionally consented to being bound by these Rules.

In the event: (i) the participation of the Eligible Participant is not permitted under applicable law, or (ii) your entry is inappropriate or fraudulent as determined by BYJU’S in its sole discretion, or (iii) you have misrepresented or do not comply with any provisions of these Rules, then in each case BYJU’S shall, in addition to being entitled to take appropriate legal action, have the right to disqualify the concerned Eligible Participant at any stage of the Challenge and forfeit any reward awarded as part of the Challenge.

3. **Details of the Challenge:**

- 3.1. The Challenge is hosted on our Instagram account (available at: https://www.instagram.com/byjus_app/) (“**IG Account**”). The Challenge is in no way sponsored, endorsed or administered by or associated with Instagram.
- 3.2. To celebrate the 75th Indian Independence Day, we will upload on our IG Account 75 reels followed by a quiz question at the end of each reel (each such reel and its corresponding quiz question are collectively referred to as a “**Quiz Question**”). Each Quiz Question will celebrate

a significant milestone in each year comprising the 75 years of Indian independence, commencing from the first Indian Independence year.

- 3.3. Challenge Period: The Challenge will commence at 09:00 AM on August 15, 2022 and will conclude at 23:59 PM on August 16, 2022.
- 3.4. Format of the Challenge: Every hour commencing from 09:00 AM on August 15, 2022 we will upload 5 Quiz Questions on our IG Account. You may participate in the Challenge by posting Eligible Participant's entry as a comment to our post on our IG Account dedicated to the Challenge. In order for an entry to a Quiz Question to be considered valid ("**Valid Entry**"), (i) Eligible Participant will like our Instagram post on such Quiz Question; (ii) Eligible Participant will tag at least 3 Instagram accounts of their friends and family; and (iii) such entry shall be suffixed with the hashtag, #TheRevisionProject.
- 3.5. Eligible Participant is permitted to have only one post/ entry. Accordingly, in case an Eligible Participant has more than one entry for a Quiz Question, then only the first entry will be considered as valid.
- 3.6. Reward: A total of 91 winners will be selected from amongst the participating Eligible Participants. The winning Eligible Participants along with their respective Reward is as follows:
 - 3.6.1. The Eligible Participant to get the Valid Entry for a Quiz Question correct in the shortest time shall be eligible for an Indian Cricket team jersey ("**Reward 1**"). Accordingly, one winner will be chosen from amongst the participating Eligible Participants for each Quiz Question who answers such question with a Valid Entry correctly and in the shortest time;
 - 3.6.2. The Eligible Participant to get the Valid Entry for each of the 5 Quiz Questions uploaded in an hour correct in the shortest time is eligible for boAt airdopes 121v2 ("**Reward 2**"). Accordingly, one winner will be chosen for each hour (in which we uploaded 5 Quiz Questions) from amongst the participating Eligible Participants who answers each of the 5 Quiz Questions uploaded in that one hour with Valid Entry correctly and in the shortest time; and
 - 3.6.3. One Eligible Participant to get the Valid Entry for each of the 75 Quiz Questions uploaded on our IG account correct in the shortest time is eligible to win a smart phone ("**Reward 3**" together with Reward 1 and Reward 2, "**Rewards**").
- 3.7. In order to verify the fastest/ earliest Valid Entry, the time stamp for such post/ entry shown on Instagram shall be final and binding.
- 3.8. Declaration of Winner:
 - 3.8.1. BYJU'S will intimate winner of the Challenge via direct messaging feature available on Instagram or such other mode as may be determined by BYJU'S in its sole discretion. As part of such intimation, you will be informed of the mode for receiving the Reward and you will be required to share the following details: Instagram account name, email id, contact number and residential address.
 - 3.8.2. Please note that you shall have no claim whatsoever against BYJU'S in relation to the selection of winner of the Challenge and BYJU'S shall not have any obligation whatsoever to entertain any query pertaining to the process followed for evaluating and selecting the winners of the Challenge.

- 3.9. Each of the following conditions shall apply in respect of each of the Rewards:
- 3.9.1. Reward shall be handed over only to you. Rewards are non-refundable, non-assignable and non-transferable under any circumstances whatsoever.
 - 3.9.2. BYJU'S will have no liability whatsoever in the event the registered e-mail and mobile number details are: (i) non-functional, or (ii) functional, but inaccurate, in which case the communication/ intimation of winners (under paragraph 3.8) may be received by a person other than you. Additionally, in the event BYJU'S is unable to reach you on the phone number provided after three attempts, then you will forfeit the Reward.
 - 3.9.3. Rewards cannot be exchanged for cash.
 - 3.9.4. The brand and specifications of Reward 3 shall be determined by BYJU'S in its sole discretion.
 - 3.9.5. Rewards shall be awarded "AS IS" and "WITHOUT WARRANTY OF ANY KIND", express or implied, including, without limitation, any implied warranty of quality, merchantability or fitness for a particular purpose from BYJU'S. It being further clarified that BYJU'S shall not be responsible in any manner whatsoever for any untoward event (including death or bodily injury) caused by the Reward.
 - 3.9.6. If Reward(s) cannot be made available to the winner of the Challenge due to the restriction imposed by applicable law or for any other reasons, then in such an event BYJU'S may, at its sole discretion, not award any of the Rewards.
 - 3.9.7. Reward shall be collected by the winning Eligible Participant no later than 22nd August 2022 or such later date as determined by BYJU'S in its sole discretion.

4. General Conditions:

- 4.1. By participating in the Challenge, you hereby represent and warrant that all information and documents (if any) submitted herein is true and accurate.
- 4.2. If for any reason the Challenge is not capable of running as planned or upon occurrence of a force majeure event, BYJU'S reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Challenge.
- 4.3. BYJU'S shall be not liable for any delay or adverse effect caused to Eligible Participants, including the winner as a result of any force majeure circumstances, including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond control of BYJU'S.
- 4.4. You agree that all decisions of BYJU'S in relation to the Challenge are final and binding on you. Failure by BYJU'S to enforce any of these Rules in any instance shall not be deemed to be a waiver of the Rules and shall not give rise to any claim by any person (including other Participants). The decision of BYJU'S shall at all times be final and binding.

5. Further Assurance

- 5.1. BYJU'S reserves the right to require Eligible Participants to submit *inter alia* proof of age, residential status and in case of Child Participant, the permission obtained from the parents and/ or legal guardian to take part in the Challenge, at the appropriate time.

- 5.2. You shall sign, notarize, and return an affidavit or declaration of eligibility, liability release, publicity release, in case of Child Participant, provide a copy of the permission obtained parents and/ or legal guardian, and sign such other documents or provide such information as required by BYJU'S, from time to time, in connection with the Challenge.

6. Privacy

You agree and acknowledge that any information (including any personal data) submitted for participation in the Challenge may be collected, processed, stored or otherwise used by BYJU'S and/ or its affiliates (including but not limited to conduct, administration or marketing, publicity, and for such other lawful purposes as BYJU'S and/ or its affiliates may deem necessary).

7. Indemnity and liability release:

- 7.1. You agree to defend, indemnify and hold harmless BYJU'S and/ or any of its affiliates, their directors, officers, employees or agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorney's fees) arising out of or accruing from: (i) any misrepresentation made by you in connection with the Challenge; (ii) any non-compliance by you with these Rules; (iii) claims brought by persons or entities arising from or related to your involvement with the Challenge; (iv) acceptance, possession, misuse or use of any Reward or participation in any Challenge related activity or participation in the Challenge.
- 7.2. This Challenge is being conducted purely on a "best effort" basis and participating in this Challenge is voluntary. By participating in the Challenge, you are legally bound hereby, to release from liability, and hold harmless BYJU'S and/ or any of its affiliates, their directors, officers, employees or agents representing or related to BYJU'S 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/ rewards offered under this Challenge, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Challenge, notwithstanding any acts or omission of BYJU'S.

8. Governing Law and Jurisdiction:

The Challenge is governed by the laws of India and courts at Bengaluru shall have exclusive jurisdiction over any dispute arising in relation to the Challenge and the Rules governing the Challenge.

9. Recourse to Judicial Procedures:

If any provision of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Challenge are hereby excluded, and you expressly waive any and all such rights.