

**TERMS AND CONDITIONS
OF
BYJU'S Predict To Win Challenge**

BYJU's Predict To Win Challenge ("**Challenge**") is brought by Think & Learn Private Limited ("**BYJU'S**" or "**Company**" or "**We**" or "**Us**"). These Terms & Conditions for the Challenge ("**Rules**") along with the privacy policy (the "**Privacy Policy**") govern your participation in the Challenge. Please read the Rules carefully on this [page](#), before participating in the Challenge. You agree that, by participating in this Challenge, you will be unconditionally bound by these Rules and you acknowledge and agree that you satisfy all the eligibility requirements for the Challenge, as provided herein below. These Rules are in addition to the terms of use of www.byjus.com (available at https://byjus.com/tnc_app/#tncdesc) and the Privacy Policy of www.byjus.com (available at https://byjus.com/tnc_app/#privacy_policy) to which you agree by participating in the Challenge (hereinafter collectively referred to as "**Company Terms**"). To the extent the Company Terms are inconsistent with the Rules, these Rules will prevail with respect to the Challenge only.

1. Eligibility:

1. The Challenge is open only to any person willing to take part in the Challenge ("**Participant**"), and who, at the time of participating in the Challenge –
 - (i) is an Indian citizen; and
 - (ii) is residing in India; and
 - (iii) has:
 - a) not attained the age of 18 (eighteen) years ("**Child Participant**"), then the parents/ legal guardians representing the Child Participant;
 - b) attained the age of 18 (eighteen) years, then such Participant;
 - (iv) has followed the requirements provided under paragraph 2.2 for submitting their response to the Post (*as defined below*).
(Each such Participant, fulfilling the eligibility criteria provided hereinabove, who has attained the age of 18 years or where applicable, such parents/ legal guardians representing the Child Participant shall hereinafter be referred to as an "**Eligible Participant**" or "**you**" or "**your**").
2. The participation or winning Rewards (*as defined below*) in the Challenge does not require purchase of any of the products offered by the Company or any third party.
3. In the event: (i) the participation of the Eligible Participant in the Challenge is not permitted under applicable law, or (ii) an Eligible Participant has misrepresented, tampered with or attempted to tamper with the Challenge process in any manner, or does not comply with any provisions of these Rules, then in any of such cases Company 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 Rewards, if awarded under the Challenge.

2. Details of the Challenge:

- 2.1. The details regarding this Challenge are available [here](#). Communication regarding this Challenge will also be circulated on Instagram through [IG account](#) ("**IG**"). Please note that the Challenge is not sponsored, endorsed, or administered by either FB or IG.
- 2.2. A Participant may participate in the Challenge by complying with each of the following requirements:
 - (i) follows Company's IG or is already following Company's IG, before submitting the response to a Post;
 - (ii) likes the relevant Post;

- (iii) shares the relevant Post as a story using his/ her/ their personal account of Instagram;
 - (iv) submits the response, before 23:59 hours on the day the Post is published on Company's IG, as a comment to the relevant Post and mentions the hashtags "*#PredictToWin*" and "*#HallaMachaDe2*" in the comment;
- 2.3. The Company shall put up a post on its IG, on such days when the Indian Cricket Team is playing any match of the ICC T20 World Cup 2022, as per the Schedule provided hereunder, whereby each such IG post shall contain a question, pertaining to that match, for the Participants to respond to and hereafter each such IG post shall be referred to as "**Post**" and each such match shall hereinafter be referred to as "**Relevant Match**".
- 2.4. The Post shall be put up by the Company prior to the start of the Relevant Match and shall seek responses from the Participants to predict the winning team for that Relevant Match.
- 2.5. The dates on which the Relevant Matches have been scheduled, are provided hereinbelow and this schedule is referred to as "**Schedule**" –
- (i) 23-October-2022
 - (ii) 27-October-2022
 - (iii) 30-October-2022
 - (iv) 02-November-2022
 - (v) 06-November-2022
 - (vi) 09-November-2022 OR 10-November-2022, in case the Indian cricket team qualifies for either of the ICC T20 World Cup 2022 Semi-Final matches
 - (vii) 13-November-2022, if the Indian cricket team qualifies for the ICC T20 World Cup 2022 Final match
- 2.6. Under the Challenge, for each Post, the Company shall give away Indian Cricket Team's jersey and Yogabar hamper (hereinafter collectively "**Rewards**"), to three such Eligible Participants who – (i) correctly predict the result of the Relevant Match in their comment to the respective Post; and (ii) in comparison to the other Eligible Participants, take the least amount of time from the time the relevant Post is posted on Company's IG to submit the entry by sending the comment for the respective Post (each such Eligible Participant a "**Winner**"). It is understood by the Eligible Participants that if a Relevant Match results in a tie/ draw or is abandoned for any reason, the challenge for respective Post shall be considered as cancelled and the Company shall not be liable to pay any Rewards for that Post.
- 2.7. The Challenge is valid from the time the first Post goes live on Company IG on (23rd October 2022) and closes at 00:00 hours on (14th November 2022) or such other earlier date in case Indian cricket team does not qualify for the Semi-Finals or Final, as mentioned in the Schedule hereinabove ("**Challenge Period**").
- 2.8. Please note that only one entry from you, per Post, will be accepted as a valid entry for the purposes of this Challenge. In case of multiple entries submitted by you for a particular Post, the entry determined by the Company to be the first entry shall be considered as your valid entry for the Challenge.
- 2.9. In case an Eligible Participant has been adjudged as a Winner for a relevant Post, then notwithstanding anything contained in the Rules, such Eligible Participant's entries submitted for the subsequent Posts shall be considered as invalid for the Challenge. It is further clarified that such Eligible Participant shall not be considered as a Winner for subsequent Posts even if such Eligible Participant has fulfilled the winning criteria as set out in paragraph 2.6 above for such subsequent Post.
- 2.10. Declaration of Winners For The Rewards:

- 2.10.1. For each Relevant Match under the Challenge, the Company will announce the Winners for the relevant Post through Instagram stories of Company's IG, within 07 (seven) days from the time such Post goes live on Company's IG. The Company shall also reach out to the relevant winners via Instagram to seek other contact details such as e-mail, short-message service, and/or telephonic call as submitted to Company for this Challenge.
- 2.10.2. Please note that you shall have no claim whatsoever against the Company in relation to the selection of Winners of the Rewards provided under the Challenge and the Company shall not have any obligation whatsoever to entertain any query pertaining to the process followed for selection of Winners for the Rewards.
- 2.10.3. You hereby grant the Company a non-exclusive, non-terminable, unrestricted, royalty free, worldwide right to use the name, likeness, image, voice, and/or movements registered and/or captured by means of photographs, audio, sound recordings, visual recordings, video recordings of you, the literary and artistic works created and/ or submitted by you under this Challenge, and/or otherwise captured by the Company as part of recording the feedback, testimonial in connection with the Challenge (collectively "**Material**") and hereby expressly consent to the usage, processing (in any manner whatsoever) of Material and/or the information belonging to you (including any personal information) in connection with the Material, which personal information, you have expressly & voluntarily provided to the Company for participating in the Challenge.
- 2.10.4. You hereby irrevocably and unconditionally assign to the Company, on royalty-free basis, all rights, titles and interests, including, without limitation, all copyright and derivative rights created under the laws of India and all analogous rights in all other jurisdictions and all renewals and extensions thereof and other intellectual property rights, whether subsisting now or created at any time hereafter (collectively the "**Rights**") in and to the Material, such assignment being effective as of the date of creation of Material and any such elements created thereof, and being made for the duration of protection of intellectual property rights throughout the world without any limitation as to medium, sector of market, purpose or other limitations relating to the scope of the assignment so that the Company be the absolute and exclusive owner of all Rights in and to such Material. Accordingly, Company shall have the Rights (but not the obligation) to use the Material in any promotional, marketing and/ or advertising activity, including but not limited to publishing select Material, in whole or part thereof, on its website and other platforms, for any purposes whatsoever.
- 2.11. Reward: Each of the following conditions shall apply in respect of the Reward:
- 2.11.1. You acknowledge and agree that Rewards are non-assignable/ non-transferable and cannot be exchanged for cash, under any circumstances whatsoever.
- 2.11.2. Company will have no liability whatsoever in the event any of the contact details submitted by you, in connection with the Challenge, are: (i) non-functional, or (ii) functional, but inaccurate, in which case the communication/ intimation for the Rewards (if applicable) may be received by a person other than you. Additionally, in the event Company is unable to reach you on your contact number (as submitted by you to the Company in connection with the Challenge), after three attempts then you will forfeit the Reward.
- 2.11.3. Rewards shall be provided on an "AS IS" basis 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 Company. It being further clarified that Company shall not be responsible in any manner whatsoever for any untoward event (including death or bodily injury).

2.11.4. If Rewards cannot be made available under the Challenge due to restriction imposed by applicable law or for any other reasons, then in such an event Company may, at its sole discretion, not award any of the Rewards.

3. General Conditions:

- 3.1. By participating in the Challenge, you hereby represent and warrant that all information and documents (if any) submitted by you, in connection with the Challenge, are true and accurate and that you agree and consent to be bound by the Rules and Company Terms, thereby creating a legally binding arrangement with Company. By accepting the Company Terms, you also accept and agree to be bound by Company's policies, as amended, from time to time in accordance with the Company Terms. The Rules and Company Terms constitute the entire contract between you and Company with respect to your participation in the Challenge, superseding any prior written or oral contracts in relation to the subject matter herein.
- 3.2. The Company will select the Winners and sponsor the Rewards, as set out in these Rules. It shall do so based on the criteria mentioned in paragraph 2.6 and its internal criteria and evaluations. The Company's decision in this regard shall be final and binding and you shall not have any right to interfere in any manner whatsoever in the selection of the Winners.
- 3.3. You hereby also represent and warrant that you are the Child Participant's parent or legal guardian and you agree to be bound by the Company Terms and Rules on behalf of such Child Participant, including without limitation being liable for Child Participant's participation in the Challenge. Further, you hereby covenant that the Company Terms, Rules and all such terms contained herein or otherwise, shall be enforceable against you and you shall be responsible for all losses or liabilities incurred by the Company due to any breach of the Terms by you. You hereby acknowledge that the Company may choose, but is not obligated, to make any inquiries, either directly or through third parties, that the Company deems necessary to validate the information provided by you and your status as parent or a legal guardian, unless required under applicable laws. You acknowledge that the Company does not have the responsibility to ensure that you conform to the aforesaid eligibility criteria.
- 3.4. By participating in the Challenge, you hereby acknowledge and consent to be contacted by Company for Challenge related communications and for other marketing communications pertaining to Company's products and services through email, Short Message Service or tele-calling on the contact information submitted by you to us under this Challenge.
- 3.5. If for any reason the Challenge is not capable of running as planned or upon occurrence of a force majeure event, the Company reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Challenge.
- 3.6. Company shall be not liable for any delay or adverse effect caused to you 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 Company.
- 3.7. All taxes, levies and duties due and owed under applicable laws in connection with any Rewards, if any, and other related costs shall be borne by you.
- 3.8. You agree that all decisions of the Company in respect of the Challenge are final and binding. Failure by the Company 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 Company shall at all times be final and binding.

- 3.9. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT THE COMPANY CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION SUBMITTED BY YOU AND THE COMPANY IS NOT OBLIGATED TO VERIFY THE IDENTITY OF ANY CHILD PARTICIPANT OR YOU, INCLUDING YOUR CLAIM TO BE A PARENT OR A LEGAL GUARDIAN OF THE CHILD PARTICIPANT. YOUR PARTICIPATION IN THE CHALLENGE MAY BE CANCELLED BY THE COMPANY AT ANY TIME AND WITHOUT WARNING, FOR ANY FAILURE TO ABIDE BY ANY OF THESE RULES.
- 3.10. Please note that the Company reserves the right to modify/ update the whole or any part of the Rules at any time, without providing you any prior notice. It is your responsibility to review the Rules for modifications/ updates and analyze its impact on yourself. In the event that any update/ modification to the Rules is not acceptable to you, please feel free to reach out to us through direct message on Company's IG and if we are unable to address your concerns, please avoid participating in the Challenge. Your continued participation in the Challenge will be deemed to mean that you accept and agree to be bound by such modified/ updated Rules.
- 3.11. Company reserves the sole right, without any liability and without previous notice, to add, withdraw, alter, modify, change, or vary all or any of the specific details of the Challenge, at any time. It also has the sole right to replace the Challenge with any another offer/program as may be decided by the Company and accordingly may decide to have rewards for the Winners of such offers/programs. Company further reserves the right to discontinue the Challenge or any part thereof at its sole discretion without any obligation to assign any reasons or sending notifications of such discontinuation/ cancelation.
- 3.12. The Rules and Company Terms are electronic records in terms of the Information Technology Act, 2000, the applicable rules thereunder (as amended from time to time) and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000 and are published in accordance with the provisions of Rule 3(1)(a) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021.

4. Further Assurance

- 4.1. Company reserves the right to require you to submit *inter alia* proof of age, residential status, and in case of Child Participant, the proof of age of the Child Participant, permission obtained from the parents and/ or legal guardian to take part in the Challenge, at the appropriate time.
- 4.2. You shall sign, notarize, and return an affidavit or declaration of eligibility, liability release, publicity release and sign such other documents or provide such information as required by Company, from time to time, in connection with the Challenge.

5. Privacy

You agree and acknowledge that personal data submitted for participation in the Challenge or if applicable, receiving Rewards, including but not limited to your name, residential address, your contact number and your email ID, that may be collected, processed, stored or otherwise used by Company and/ or its affiliates in relation to the Challenge (including but not limited to conduct, administration or publicity of the Challenge, and for such other lawful purposes as Company may deem necessary) and on completion of the Challenge, in accordance with the privacy policy available at (https://byjus.com/tnc_app/#privacy_policy).

6. Publicity:

On participating in the Challenge, you agree to be involved in media activity or other promotional activity, if any, pertaining to the Challenge (including but not limited to usage of Materials by the Company). Accordingly, if requested by the Company, you agree to execute all necessary documents in order to give full effect to this provision, including removing any difficulties arising in relation thereto.

7. Indemnity and liability release:

- 7.1. You agree to defend, indemnify and hold harmless Company 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 Rewards 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, action or demand arising out of or in connection with the Challenge or its Rewards and hold harmless Company and/ or any of its affiliates, their directors, officers, employees or agents representing or related to Company 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 Rewards offered as part of this Challenge or directly or indirectly, by reason of the acceptance, possession, or participation in the Challenge, notwithstanding any acts or omission of Company.
- 7.3. Company shall not be responsible for - (a) lost, invalid, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by you or by any technical or human error that may occur in the processing of entries; (b) printing or typographical errors in any materials associated with or used in the Challenge; (c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for malfunctions of technical, network, telephone, computer, hardware, software or of any other 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 (d) injury or damage to computer or mobile resulting from downloading any registration forms/ materials in connection with the Challenge.

8. Communication to You:

Any communication relating to the Challenge from Company's end will be sent to you over your preferred mode of communication, basis your acceptance of any applicable terms of usage for such mode of communication.

9. 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.

10. Recourse to Judicial Procedures:

If any provision of these Rules is 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.