

**TERMS AND CONDITIONS
OF
BYJU'S GAME OF GOALS CHALLENGE**

In the lead up to the celebration of the sponsorship the FIFA World Cup Qatar 2022™, Think & Learn Private Limited (“**BYJU’S**” or “**we**” or “**our**”) brings another fun challenge in the form of ‘**BYJU’S Game of Goals Challenge**’ (“**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**”) who, at the time of participating in the Challenge - (i) are Indian citizens, (ii) are residing in India, (iii) follow our IG Account or are already following BYJU’S IG Account, before submitting the entry to a Quiz Question; and (iv) 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. Communication regarding this Challenge will also be circulated through other official social media handles of BYJU's i.e., on [Facebook](#), [Twitter](#) and [YouTube](#).
- 3.3. To celebrate BYJU'S sponsoring the FIFA World Cup Qatar 2022™, we are organizing the Challenge, wherein we will put up 01 (one) question on our IG Account as a post (each such IG Account post and the corresponding question are hereinafter collectively referred to as a **"Quiz Question"**) on such days whenever there is a FIFA World Cup Qatar 2022™ match scheduled (each such day is hereinafter referred to as a **"Matchday"**), as per the Schedule provided hereunder. Each Quiz Question will have some relevance to the sport of football/ football players/ football teams/ football coaches/ FIFA World Cup events.
- 3.4. The dates on which the matches have been scheduled, are provided hereinbelow and this schedule is referred to as **"Schedule"** –
- (i) 03-December-2022
 - (ii) 04-December-2022
 - (iii) 05-December-2022
 - (iv) 06-December-2022
 - (v) 07-December-2022
 - (vi) 09-December-2022
 - (vii) 10-December-2022
 - (viii) 11-December-2022
 - (ix) 14-December-2022
 - (x) 15-December-2022
 - (xi) 17-December-2022
 - (xii) 18-December-2022
- 3.5. Challenge Period: The Challenge will commence at 4:30 PM on December 03rd, 2022 and will conclude at 23:59 PM on December 18th, 2022.
- 3.6. Format of the Challenge: Every Matchday as per the Schedule provided hereinabove we will upload 01 (one) Quiz Question 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; and (ii) such comment to the Quiz Question shall be suffixed with the hashtag, '#BYJUSGameofGoals'.
- 3.7. Eligible Participant is permitted to have only one entry per Quiz Question as a valid entry for the purposes of this Challenge. 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.
- 3.8. Reward: Winners will be selected from amongst the participating Eligible Participants. The respective Reward for all winning Eligible Participants is mentioned as follows:
- 3.8.1. The Eligible Participant to get the Valid Entry for a Quiz Question correct in the shortest time shall be eligible for a BYJU'S X FIFA T-shirt (**"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 (each such Eligible Participant hereinafter referred to as the **"First Winner"**);
- 3.8.2. The Eligible Participant to get the Valid Entry for a Quiz Question correct in the shortest time but only after the First Winner, compared to other Eligible Participants, is eligible for a FIFA World Cup Qatar 2022™ 3D Trophy Keychain with official emblem (**"Reward 2"**).

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 but after the First Winner (each such Eligible Participant hereinafter referred to as the **"Second Winner"**); and

3.8.3. The Eligible Participant to get the Valid Entry for a Quiz Question correct in the shortest time but only after the First Winner and the Second Winner, compared to other Eligible Participants, is eligible for a FIFA World Cup Qatar 2022™ generic gym sack (**"Reward 3"**). 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 but after the First Winner and the Second Winner (each such Eligible Participant hereinafter referred to as the **"Third Winner"**); and

3.8.4. For such Matchdays which fall on a Sunday, the First Winner, Second Winner and the Third Winner for such Quiz Question, shall also be eligible for an additional reward of the Al Rihla Competition Football by Adidas (each such reward a **"Special Reward"**).

3.8.5.05 (five) Eligible Participants to get the Valid Entry for maximum number of Quiz Questions uploaded on our IG Account correct in the shortest time are eligible to win a football jersey of Argentina team, signed by Lionel Messi (each such reward a **"Mega Reward"** together with Reward 1, Reward 2, Reward 3, and Special Reward, as **"Rewards"**). Accordingly, five winners will be chosen from amongst the participating Eligible Participants for the Challenge who answer maximum number of Question Questions with a Valid Entry correctly and in the shortest time (each such Eligible Participant hereinafter referred to as the **"Mega Winner"**); and

3.9. In order to verify the fastest/ earliest Valid Entry, the time stamp for such post/ entry shown on Instagram shall be final and binding. Any entry received post 23:59 PM on December 18, 2022, will not be considered as a Valid Entry.

3.10. Declaration of Winner:

3.10.1. 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.

3.10.2. 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.

3.11. Each of the following conditions shall apply in respect of each of the Rewards:

3.11.1. Reward shall be handed over only to you. You acknowledge and agree that Rewards are non-refundable, non-assignable and non-transferable under any circumstances whatsoever.

3.11.2. BYJU'S 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 of winners (under paragraph 3.9) may be received by a person other than you. Additionally, in the

event BYJU'S is unable to reach you on the phone number (as submitted by you to BYJU'S in connection with the Challenge), after three attempts, then you will forfeit the Reward.

3.11.3. Rewards cannot be exchanged for cash.

3.11.4. The brand and specifications of Reward shall be determined by BYJU'S in its sole discretion.

3.11.5. 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.

3.11.6. 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.

3.11.7. Respective Rewards for the relevant winning Eligible Participants shall be shipped by BYJU'S within 60 (sixty) days from December 20th, 2022 or such later date as determined by BYJU'S in its sole discretion after receiving the requisite details from such Eligible Participants.

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, without any liability and without prior notice 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).

4.5. You hereby grant BYJU'S 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 BYJU'S or you, as part of receipt of Reward, announcement of winners, 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 BYJU'S for participating in the Challenge.

4.6. You hereby irrevocably and unconditionally assign to BYJU'S, 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 BYJU'S be the absolute and exclusive owner of all Rights in and to such Material. Accordingly, BYJU'S 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.

4.7. 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.

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 or if applicable, for receiving Rewards, that 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), shall be in accordance with the privacy policy available at (https://byjus.com/tnc_app/#privacy_policy).

7. **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 BYJU'S). Accordingly, if requested by BYJU'S, you agree to execute all necessary documents in order to give full effect to this provision, including removing any difficulties arising in relation thereto.

8. **Indemnity and liability release:**

8.1. 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.

- 8.2. 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.

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 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.