

**TERMS AND CONDITIONS
OF
BYJU'S Kick Off - The FIFA World Cup Quiz**

BYJU'S Kick Off - The FIFA World Cup Quiz ("**Quiz**") is brought by Think & Learn Private Limited ("**BYJU'S**" or "**Company**" or "**We**" or "**Us**"). These Terms & Conditions for the Quiz ("**Rules**") along with the privacy policy (the "**Privacy Policy**") govern your participation in the Quiz. Please read the Rules carefully on <https://blog.byjus.com/quiz-corner/kick-off-fifa-world-cup-quiz/>, before participating in the Quiz. You agree that, by participating in this Quiz, you will be unconditionally bound by these Rules and you acknowledge and agree that you satisfy all the eligibility requirements for the Quiz, as provided hereinbelow. These Rules are in addition to the terms of use of [www.byjus.com](https://www.byjus.com/tnc_app/#tncdesc) (available at https://www.byjus.com/tnc_app/#tncdesc) and the Privacy Policy of [www.byjus.com](https://www.byjus.com/tnc_app/#privacy_policy) (available at https://www.byjus.com/tnc_app/#privacy_policy) to which you agree by participating in the Quiz (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 Quiz only.

1. Eligibility:

- 1.1 The Quiz is open only to any person willing to take part in the Quiz ("**Participant**"), and who, at the time of participating in the Quiz –
- (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; or
 - b) attained the age of 18 (eighteen) years, then such Participant;
 - (iv) is studying in any school in India from class 4 to class 10 (hereinafter each a "**Grade**").
- (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**").
- 1.2 The participation or winning Rewards (*as defined below*) in the Quiz does not require purchase of any of the products offered by the Company or any third party.
- 1.3 In the event: (i) the participation of the Eligible Participant in the Quiz is not permitted under applicable law, or (ii) an Eligible Participant has misrepresented, tampered with or attempted to tamper with the Quiz 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 Quiz and forfeit any Rewards, if awarded under the Quiz.

2. Details of the Quiz:

- 2.1. The details regarding this Quiz are available [here](#). Communication regarding this Quiz will also be circulated on Instagram through Company's [Instagram account](#) ("**IG Account**"). Please note that the Quiz is not sponsored, endorsed, or administered by Instagram or any third party.
- 2.2. The Participants who appear for the Quiz, shall be divided into 2 groups, based on their Grade, as follows:

- Group 1: Grades 4 to 6
 - Group 2: Grades 7 to 10
- (each group, as abovementioned, shall hereinafter be referred to as a “**Group**”).

- 2.3. The Company shall publish a fully interactive webpage, where the Quiz will be hosted. The Quiz shall comprise of 10 (ten) multiple-choice questions relating to football and the FIFA world cup events (each a “**Quiz Question**”), set against a timer, for the Participants to attempt. The Quiz for each Group shall have a different set of Quiz Questions, such that the set of 10 Quiz Questions for Group 1 shall be different from the set of 10 Quiz Questions for Group 2. Each such Quiz Question shall have 4 (four) options, out of which, one option shall be the correct answer to such Quiz Question.
- 2.4. The Quiz shall be made available online for the Participants to take part from the time it goes live on [Quiz Corner on the BYJU'S Blog](#) on 14th December 2022 and closes at 23:59 hours on 22nd December 2022 or such other date as per the discretion of the Company (“**Quiz Period**”).
- 2.5. Please note that you can participate in the Quiz only once, which will be considered as a valid entry for the purposes of this Quiz. In case of multiple entries attempted by you for the Quiz, the entry determined by the Company to be the first entry shall be considered as your valid entry for the Quiz.
- 2.6. Declaration of Winners For The Rewards:
- 2.6.1. Winners will be selected from amongst the participating Eligible Participants. The respective Rewards for all winning Eligible Participants is mentioned as follows.
- 01 (one) Eligible Participant, from each Group, to get the answers for maximum number of Quiz Questions correct in the shortest time shall be eligible for Al Rihla Competition Football by Adidas and BYJU'S X FIFA Official T-shirt (each reward referred to as “**Reward 1**”). Accordingly, 01 (one) winner will be chosen from amongst the participating Eligible Participants from each Group for the Quiz, who answers maximum number of Quiz Questions correctly and in the shortest time (each such Eligible Participant hereinafter referred to as the “**First Winner**”).
 - 04 (four) Eligible Participants, from each Group, to get the answers for maximum number of Quiz Questions correct in the shortest time, compared to other Eligible Participants but only after the First Winner from the respective Group, shall be eligible for a FIFA mug, a pair of FIFA socks and one Official FIFA boot bag (collectively referred to as “**Reward 2**”). Accordingly, 04 (four) winners will be chosen from amongst the participating Eligible Participants from each Group, for the Quiz who answer maximum number of Quiz Questions correctly and in the shortest time compared to other Eligible Participants but only after the First Winner from the respective Group (each such Eligible Participant hereinafter referred to as a “**Runner-Up**”).
(Reward 1 and Reward 2 shall hereinafter be collectively referred to as “**Rewards**”. The First Winners and the Runners-Up shall hereinafter collectively be referred to as “**Winners**”)
- 2.6.2. BYJU'S will intimate Winners of the Quiz on January 2nd, 2023, via e-mail, short-message service, WhatsApp, and/or telephonic call on the contact details registered with BYJU'S for this Quiz. You will be informed of the mode for receiving the Reward at the time of intimation of Winners of the Quiz.

2.6.3. 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 Quiz 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.

2.7. **Reward:** Each of the following conditions shall apply in respect of the Reward:

2.7.1. Rewards shall be handed over to you. You acknowledge and agree that Rewards are non-assignable/ non-transferable and cannot be exchanged for cash, under any circumstances whatsoever. Upon completion of delivery such Rewards cannot be returned or exchanged.

2.7.2. Company will have no liability whatsoever in the event any of the contact details submitted by you, in connection with the Quiz, 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 Quiz), after three attempts then you will forfeit the Reward.

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

2.7.4. 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) caused by the Reward.

2.7.5. If Rewards cannot be made available under the Quiz 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.

2.7.6. Respective Rewards for the relevant winning Eligible Participants shall be shipped by BYJU'S within 20 days from receiving the required details via email or such later date as determined by BYJU' in its sole discretion after receiving the requisite details from such Eligible Participants.

3. **General Conditions:**

3.1. By participating in the Quiz, you hereby represent and warrant that all information and documents (if any) submitted by you, in connection with the Quiz, 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 Quiz, superseding any prior written or oral contracts in relation to the subject matter herein.

3.2. 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 and/ or the Eligible Participant, the literary and artistic works created and/ or

submitted by you under this Quiz, and/or otherwise captured by the Company as part of recording the feedback, testimonial in connection with the Quiz (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 Quiz.

- 3.3. 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.
- 3.4. 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.
- 3.5. 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 Quiz. 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.
- 3.6. By participating in the Quiz, you hereby acknowledge and consent to be contacted by Company for Quiz 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 for participating in this Quiz.
- 3.7. If for any reason the Quiz 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 Quiz.
- 3.8. 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.

- 3.9. 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.
- 3.10. You agree that all decisions of the Company in respect of the Quiz 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.
- 3.11. 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 QUIZ MAY BE CANCELLED BY THE COMPANY AT ANY TIME AND WITHOUT WARNING, FOR ANY FAILURE TO ABIDE BY ANY OF THESE RULES.
- 3.12. 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 email us at creativeminds@byjus.com and if we are unable to address your concerns, please avoid participating in the Quiz. Your continued participation in the Quiz will be deemed to mean that you accept and agree to be bound by such modified/ updated Rules.
- 3.13. 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 Quiz, at any time. It also has the sole right to replace the Quiz 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 Quiz or any part thereof at its sole discretion without any obligation to assign any reasons or sending notifications of such discontinuation/ cancellation.
- 3.14. 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 Quiz, 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 Quiz.

5. Privacy

You agree and acknowledge that personal data submitted for participation in the Quiz 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 Quiz (including but not limited to conduct, administration or publicity of the Quiz, and for such other lawful purposes as Company may deem necessary) and on completion of the Quiz, in accordance with the privacy policy available at (https://byjus.com/tnc_app/#privacy_policy).

6. Publicity:

On participating in the Quiz, you agree to be involved in media activity or other promotional activity, if any, pertaining to the Quiz (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 Quiz; (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 Quiz; (iv) acceptance, possession, misuse or use of any Rewards or participation in any Quiz related activity or participation in the Quiz.
- 7.2. This Quiz is being conducted purely on a "best effort" basis and participating in this Quiz is voluntary. By participating in the Quiz, you are legally bound hereby, to release from liability, action or demand arising out of or in connection with the Quiz 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 Quiz or directly or indirectly, by reason of the acceptance, possession, or participation in the Quiz, 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 Quiz; (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 Quiz.

8. Communication to You:

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

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 Quiz are hereby excluded, and you expressly waive any and all such rights.