

TERMS AND CONDITIONS | WHY IS THIS A SWIGGY AD

These terms and conditions (including the privacy policy set out below) (collectively the “**Terms**”) constitute the complete set of terms and conditions applicable to the “Why is this a Swiggy ad?” campaign (“**Campaign**”) sponsored and run by Bundl Technologies Private Limited, a private company established under the laws of India having its registered office at No.55 Sy No.8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru – 560103 (“**Sponsor**”). Please read these Terms carefully as they describe the conditions under which the participant (“**You**” and “**Your**”) is allowed to participate in the Campaign. The Terms may be updated or amended from time to time, so you are encouraged to check back periodically. Your use of the website, participation in the Campaign and/or submission of your entry affirms (i) your acceptance of these Terms (including the Privacy Policy and any amendments to these Terms), and (ii) your confirmation that you meet all eligibility criteria for participation.

Campaign Overview.

1. The Campaign officially begins at 12 PM IST on 13th October 2022 and ends at 12 AM IST on 20th October 2022 (“**Campaign Period**”).
2. This is a skill-based competition and chance plays no part in the determination of any winner.
3. There is no entry fee, payment or prior purchase required for participating in the Campaign.
4. Five best submissions will each be entitled to a prize of INR 1 lakh worth of Swiggy Money vouchers in accordance with these Terms.

Eligibility.

1. The Campaign is open to participants resident in India.
2. Participants need to be above 18 years of age as on the date of submission of their entry and have capacity to contract per applicable law.
3. Only individuals may be participants; commercial enterprises and business entities are not eligible.
4. Group submissions are not eligible.
5. There is no limit on the number of submissions an individual can make.
6. Entries may be submitted in any in any language (or combination of languages).
7. Entries submitted are only eligible if such entries (i) are the original work of the participant, (ii) do not contain content that is unlawful, hateful, racist, discriminatory, defamatory or obscene, (iii) do not infringe or potentially infringe or is likely to infringe (per the Sponsor’s determination) intellectual property rights of any person and (iv) do not include any other identifiable individual other than the individual participant unless prior express consent is obtained from such individual or such content is lawfully in the public domain.

Steps to participate and selection of winners.

1. To participate in the Campaign, You have to either tag at least one of Swiggy’s official social media handles i.e. Instagram (@swiggyindia) or Twitter handles (@swiggy) OR use the #WITASA when posting about it on Twitter and/or Instagram and/or LinkedIn during the Campaign Period to answer the question “Why is this a Swiggy ad?” in response to the relevant image.
2. You may also participate by submitting your entry on the website: www.whyisthisaswiggyad.com
3. An individual who has completed the step in either #1 or #2 with respect to at least one entry will be deemed to have participated in the Campaign.
4. Entries posted or submitted after the Campaign Period ends will not be considered.
5. After the Campaign Period ends, the Sponsor will evaluate the entries submitted and select the five best eligible entries as winners and each eligible for the INR 1 lakh Swiggy Money prize.

6. Selection of winners will be based on the Sponsor's internal criteria and the Sponsor's decision will be final and binding.
7. Winner selection will be notified via social media direct message

General terms and conditions.

1. The prize of INR 1 lakh worth of Swiggy Money vouchers will be awarded in ten consecutive monthly instalments of INR 10 thousand each.
2. Applicable taxes if any on the prize will be subject to any TDS or withholding tax provisions per the provisions of the Indian Income-tax Act, 1961.
3. Sponsor may collect personal information from You at any time during the participation and winner selection process for the purposes of verifying Your identity, facilitating the award of the prize to You in case you are declared a winner and publication of Your entry in accordance with these Terms. You consent to providing such information to the Sponsor, use of such information by the Sponsor and/or any representatives or agents engaged by it in the course of the running the Campaign as well as publication of such information on the Sponsor's own websites and apps as well as social media channels, including but not limited to Twitter and Instagram.
4. Your submissions may be published by the Sponsor and/or its affiliates on its website, social media or other third party platforms in relation to the Campaign. You hereby irrevocably grant to the Sponsor and/or its parents, subsidiaries, affiliates, legal representatives, assigns, agents, and licensees, the unconditional, perpetual, irrevocable and royalty free license to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit, and/or otherwise use or reuse, without limitation, Your entry, as submitted or as edited, altered, or modified in any way by the Sponsor or its respective designee(s), in the Sponsor's sole discretion, in any media throughout the world in relation to the Campaign, without limitation and without additional review, compensation, or approval from You or any other party. You also grant the Sponsor the right to use Your name, city and state, image, statements, biographical materials, prize information and other material and information, without limitation, for the Sponsor's promotional purposes with respect to the Campaign without further permission or compensation. For the avoidance of doubt, You acknowledge that Competition Sponsor may report Your entry to its other social media sites and channels, including but not limited to the Sponsor's Twitter or Instagram page, or may include Your name or likeness in social media, press releases or similar announcements related to the Campaign or announcement of the winners, and that any such posts, videos, releases or other content may be branded with Sponsor's logo. You agree to execute any document as may be required to give effect to the above.
5. You represent and warrant that:
 - (i) Your entry including any content therein is an original work created solely by You and that You own all intellectual property rights in and to the entry, (ii) Your entry does not violate any applicable law, rule or regulation, (iii) no other party has any right, title, claim or interest (or potential right, title, claim or interest) in the entry (including intellectual property rights), (iv) You own and are free to grant to the Sponsor all rights in and to Your entry that is granted in these Terms and (v) use of Your entry by the Sponsor will not infringe, involve the misappropriation of, or otherwise violate any third party rights.
 - (ii) You are not restricted under any applicable law or contract from participating in and receiving the prize stipulated for being declared a winner in the Campaign.

You agree to indemnify and hold harmless the Sponsor and its affiliates, representatives, agents and their respective employees and officers, from and against any breach of this warranty and the rest of these Terms (including for any third party claims occasioned by such breach).

6. You agree and acknowledge that your participation in the Campaign does not create any rights whatsoever in your favour with respect to the use of the Sponsor and/or its affiliates' intellectual property, including without limit, their respective names, branding and trademarks (registered or unregistered). You agree not to use any such intellectual property in violation of the Sponsor's and/or its affiliates' respective intellectual property rights.
7. Sponsor reserves the right to withdraw the Campaign at any time at its discretion. In case such Campaign is withdrawn prematurely, the Sponsor will take down any participant content posted by it pursuant to these Terms.
8. Sponsor reserves the right to disqualify participants / entries that do not meet the prescribed eligibility criteria as well as participants that provide or attempt to provide false information or otherwise violate these Terms. Any winners that are ultimately discovered to have violated these Terms or otherwise being ineligible for participation will, without prejudice to the other rights and obligations of the Sponsor under law and contract, be liable for forfeiture and/or clawback of the prize.
9. Sponsor makes no promise nor provides any warranty with respect to the utility, merchantability or fitness of the prize and everything regarding the Campaign, including the prize, is provided on an "as is" basis. Sponsor and its affiliates, agents and representatives are not responsible for any loss, injury, or any other liability arising due to participation by You in the Campaign, whether direct or indirect.
10. Sponsor does not make any commitment, express or implied, to respond to any feedback, suggestion given by You and, or, your queries or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission of Your entry at any stage of the Campaign.
11. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this Campaign. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by any website or social media users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Campaign and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the website or any social media sites on which entries are posted.
12. You agree, undertake and confirm that your use of this website (www.whyisthisaswiggyad.com) ("**Website**") shall be strictly governed by the following binding principles:
 - (i) You shall not host, display, upload, download, modify, publish, transmit, update or share any information which:
 - (a) belongs to another person and which you do not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
 - (c) directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force; or

- (d) creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.
 - (ii) You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the website or the Campaign, or in any way reproduce or circumvent the navigational structure or presentation of the Website, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve our right to prohibit and prosecute any such activity.
 - (iii) You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, "password mining" or any other illegitimate means.
 - (iv) You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
13. These Terms shall be governed in accordance with the applicable laws in India. Courts at Bangalore shall have the exclusive jurisdiction to settle any dispute that may arise under these T&Cs.

PRIVACY POLICY

This Privacy Policy (“**Policy**”) describes the policies and procedures on the collection, use, disclosure and protection of your information when You use the Website made available by the Sponsor or share your information with us in connection with the Campaign.

For the purpose of this privacy policy, Website includes web pages contained within this domain and any sub-domains and all underlying software and infrastructure used in connection with Campaign.

Please read this Policy before submitting any personal information to Sponsor as part of the Campaign. By participating in the Campaign and/or using this Website, you consent to the collection, transfer, use, storage, disclosure and sharing of your information as described and collected by us in accordance with these Terms. If you do not agree with this Policy or these Terms please refrain from participating in the Campaign.

THE INFORMATION WE COLLECT FROM YOU

User-Provided Information: You may provide to Sponsor what is generally called "personally identifiable information" (such as your name, email address, social media handles, postal mailing address, home/mobile telephone number, etc.), when using this Website or when you interact with us during the Campaign, such as when you submit Entries and/or when you provide information in order to receive the prize.

INFORMATION FROM OTHER SOURCES

We may also obtain information, including personally identifiable information, from third parties and sources other than this Website or yourself, such as social media channels. We may also, at your direction, receive information from third party service that provide a mechanism to expose information you have provided to such third party through the use of an application program interface (API). If we combine or associate information from other sources with personally identifiable information that we collect through this Website, we will treat the combined information as personally identifiable information in accordance with this Privacy Policy.

COOKIES

We and third parties with whom we partner, may use cookies, pixel tags, web beacons, mobile device IDs, “flash cookies” and similar files or technologies to collect and store information with respect to this Website and third-party websites.

Cookies are small files that are stored on your browser or device by websites, apps, online media and advertisements. We use cookies and similar technologies for purposes such as:

- Authenticating users;
- Remembering user preferences and settings;
- Determining the popularity of content;
- Delivering and measuring the effectiveness of advertising campaigns;
- Analysing site traffic and trends, and generally understanding the online behaviours and interests of people who interact with our services.

A pixel tag (also called a web beacon or clear GIF) is a tiny graphic with a unique identifier, embedded invisibly on a webpage (or an online ad or email), and is used to count or track things like activity on a webpage or ad impressions or clicks, as well as to access cookies stored on users’ computers. We use pixel tags to measure the popularity of our various pages, features and services. We also may include web beacons in e-mail messages or newsletters to determine whether the message has been opened and for other analytics.

To modify your cookie settings, please visit your browser’s settings. By using the Website with your browser settings to accept cookies, you are consenting to our use of cookies in the manner described in this section.

We may also allow third parties to provide audience measurement and analytics services for us, to serve advertisements on our behalf across the Internet, and to track and report on the performance of those advertisements. These entities may use cookies, web beacons, SDKs and other technologies to identify your device when you visit the Website, as well as when you visit other online sites and services.

HOW INFORMATION IS USED

1. Sponsor uses the information that you provide or that we collect to:
 - (i) Identify you as a participant in the Campaign and the submitter of an entry;
 - (ii) Verify your identity and that you are eligible to participate in the Campaign in accordance with these Terms;
 - (iii) Contact you to inform you of winning a prize in the Campaign;
 - (iv) Disburse the Swiggy Money credit / voucher to you in case you win a prize;

- (v) Publish your name/social media handle on the Website, the Sponsor's other websites and apps and/or social media (together with your entry).
- 2. Sponsor may use "automatically collected" information and "cookies" information to: (a) personalize our services, such as remembering your information so that you will not have to re-enter it during your visit or the next time you visit this Website; (b) monitor and analyze the operation and effectiveness of this Website and related activities; and (c) monitor aggregate site usage metrics such as total number of visitors and pages viewed.
- 3. We may combine the information that we receive from third parties with the information you give to us and information we collect about you for the purposes set out above. Further, we may anonymize and/or de-identify information collected from you, including via the use of third-party web analytic tools. As a result, our use and disclosure of aggregated and/or de-identified information is not restricted by this Policy, and it may be used and disclosed to others without limitation.

WHEN INFORMATION IS DISCLOSED

We disclose personally identifiable information in a variety of circumstances in connection with the operation of the Campaign. For example:

- 1. Sponsor may publish your name, social media handle and submitted entry for the Campaign on its social media pages, including Twitter and Instagram.
- 2. Sponsor works with third party service providers to provide general website hosting, maintenance, and other services. Sponsor may also work with third party service providers with respect to certain aspects of administering the Campaign (such as sorting and filtering entries, etc.). These third parties may have access to or process potentially personally identifiable information as a result of performing the services they were engaged to perform.
- 3. Sponsor may also disclose your information if required to do so by law or in the good-faith belief that such action is necessary or useful to comply with applicable laws, to respond to a court order, judicial or other government order, or to otherwise assist or cooperate with law enforcement activity or other similar activities in connection with internal or coordinated fraud detection and prevention, and the protection or enforcement of third party rights.
- 4. Sponsor works to promote a safe and reliable environment for all participants. We reserve the right to disclose your information that we believe, in good faith, is appropriate or necessary to take precautions against liability; to protect us and others from fraudulent, abusive, predatory, or unlawful uses or activity; to investigate and defend ourselves against any third party claims or allegations; to protect the security or integrity of this Website; or to protect or vindicate the rights, property, or personal safety of the Sponsor, our users, or others.
- 5. Sponsor may share personal information with any present or future member of our "Group" (as defined below) or affiliates for our internal business purposes. The term "Group" means, with respect to any person, any entity that is controlled by such person, or any entity that controls such person, or any entity that is under common control with such person, whether directly or

indirectly, or, in the case of a natural person, any Relative (as such term is defined in the Companies Act, 1956 and Companies Act, 2013 to the extent applicable) of such person.

6. Sponsor may share personal information to fulfil the purpose for which it is provided.

THIRD PARTY WEBSITES

This Website may contain links to Websites and services provided by third parties. Any personally identifiable information you provide on third party sites or services is provided directly to that third party and is subject to that third party's policies, if any, governing privacy and security. We are not responsible for the content or privacy and security practices and policies of third party sites or services to which links are displayed on this Website. We encourage you to learn about third parties' privacy and security policies before providing them with personally identifiable information.

OUR COMMITMENT TO DATA SECURITY

We have in place appropriate technical and managerial security measures to secure the information collected by us.

Please be aware that the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to us. Once we have received your information, we will use strict physical, electronic, and procedural safeguards to try to prevent unauthorised access.

GRIEVANCE OFFICER AND SECURITY

If you have any queries relating to the processing or usage of information provided by you in connection with this Policy, please email us at support@swiggy.in or write to our Grievance Officer at the following address:

Swiggy Grievance Officer

No.55 Sy No.8-14, Ground Floor, I&J Block,

Embassy Tech Village, Outer Ring Road,

Devarbisanahalli, Bengaluru – 560103

If you come across any abuse or violation of the Policy, please report to grievances@swiggy.in

Further, please note that Sponsor stores your data with the cloud platform of Amazon Web Services provided by Amazon Web Services, Inc., which may store this data on their servers located outside of India. Amazon Web Services has security measures in place to protect the loss, misuse and alteration of the information, details of which are available at <https://aws.amazon.com>. The privacy policy adopted by Amazon Web Services are detailed in <https://aws.amazon.com/privacy>. In the event you have questions or concerns about the security measures adopted by Amazon Web Services, you can contact their data protection / privacy team / legal team or designated the grievance officer at these organisations, whose contact details are available in its privacy policy, or can also write to our Grievance Officer at the address provided above.