

“Mahadhan Croptek Sponsered Onion Yield Competition” Terms and Conditions

Please read all these terms and conditions (T&C) carefully before entering the “Mahadhan Croptek Sponsered Onion Yield Competition” being conducted by Smartchem Technologies Limited, Pune (the “Company”)

Participation in the “ Mahadhan Croptek Sponsered Onion Yield Competition” is free, voluntary and at sole discretion of the farmer and not compulsory. By participating in this scheme, the farmer fully agrees to the terms & conditions as well as the decision of the Company, which is final and binding. Company will have full discretion to change any of the terms & condition mentioned at any point of time without information to participants. Participation does not guarantee any gift or prize or benefit in the said Scheme.

- A) Name of Scheme: Mahadhan Croptek Sponsered Onion Yield Competition
- B) Objective of the Scheme: Demonstrate the Value Proposition of onion Croptek to farmers
- C) Eligibility:
 - 1. The scheme is open for all farmers (participants) in Maharashtra & Karnataka in following districts (only):
 - Maharashtra
 - Cluster 1: Pune, Ahmednagar & Nasik
 - Cluster 2: Satara & Solapur,
 - Cluster 3: Osmanabad & Aurangabad
 - Cluster 4: Jalgaon & Dhule

 - Karnataka
 - Cluster 1 : Bagalkot & Chitradurga
 - 2. Directors, Employees and immediate family of the Company, its associates companies, advertising and promotional agency agents, dealers, agents, professional advisors and auditors shall not have the right to participate in this campaign.
 - 3. The farmer should have Mahadhan Croptek App downloaded in his mobile phone.
 - 4. The farmer should have used Mahadhan Croptek Solution for his Onion crop.
 - 5. All the data till harvest should be uploaded by farmer in Mahadhan Croptek App.
 - 6. The farmer should have land record in his/her name where onion crop under reference is grown.
 - 7. Company employee, dealer, vendor, direct customer, consultants, directors will not be eligible to participate in the scheme.
- D) Scheme Period:
 - 5th Feb 2022 to 15th July 2022 (both days inclusive).
- E) Winner Selection Process & Prizes:

- Lucky draw at the end of crop season will be arranged for those farmers only, who have satisfied the eligibility criteria mentioned above and they will get smartphone as the prize.
- Lucky draw will be done cluster wise for the eligible farmers and winners will be selected cluster wise only.
- Process:
 - Computer will allocate random number to each eligible member
 - Random list will be run on computer and winners name will be selected randomly
 - The whole program will be run on lifesize to be witnessed by all the stake holders
 - The whole process will also be recorded on lifesize for future reference
 - The list of selected farmers will be made public after the end of lucky draw in 2 days
 - 15 winners / district for cluster -1 districts of Maharashtra will be selected.
 - 05 winners / cluster for 2,3, & 4 Clusters of Maharashtra will be selected
 - 05 winners / district for 2 districts of Karnataka will be selected
 - Each winner will get a smartphone of a good brand as a prize

D) Other Terms & Conditions

1. All Winners are subject to verification, including without limitation, verification of eligibility through proof of identity and Indian residency and complete compliance with these Terms and Conditions.
2. In the event of death of the Winner, no claim from the nominees or legal heirs of the Winners will be entertained for receiving the Prize.
3. The Winners will be required to sign receipts, affidavits, indemnity, agreements and/or documents as required by the Company if any at the time of receipt of Prizes.
4. Winners agree that the Company has the sole right to decide all matters and disputes arising from this scheme and that all decisions of the Company are final and binding.
5. Company shall not be liable for any delay in forwarding the prize to the winners.
6. The Prizes are personal to the Winners and are non-transferrable and cannot be sold under any circumstances. Prizes cannot be exchanged /redeemed for cash or combined with any other scheme. No cash or discount claim can be made in lieu of the Prizes.
7. At the Company's request, Winners must participate in all promotional activity (such as publicity, photography & videography) surrounding the winning of the prize, free of charge, and they consent to the Company using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in promotional material or in any media for an unlimited period without remuneration for the purpose of promoting this Program (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Company till such time the Company deems fit.
8. The Company reserves the right to cancel, modify, extend, postpone or withdraw the scheme at its sole and absolute discretion.
9. Company shall not be liable for any loss of prizes due to incorrect address or insufficiency or inaccuracy of any information provided by the winner.

10. Company shall not be liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss.
 11. The Company reserves the right to withdraw/ add/ alter any of the Terms and / or conditions of the Campaign at any time without prior notice.
 12. The Company reserves the right to verify the identity of the participant(s). If not suitable/ information provided is not correct/ fake, Company reserves the right to reject/ cancel the participation of the participants/ winner. Company will not entertain any claims / queries in respect of the campaign, selection process and reward from the participants or any third party.
 13. The Company may, without providing any notice and reason, disqualify the participant from the scheme.
 14. The Scheme timelines are subject to change based on on-ground conditions, degree of participation, technical issues, force majeure reasons, etc or as deemed fit by the Company without any prior notice
 15. The farmer /Winner agrees to receive notifications from the Company through mobile and email even if he / she is registered in the NCPR register laid by TRAI.
 16. The Company will not be responsible for any NDNC (National Do Not Call) Registry regulation that will come into play. All Participants agree as per these terms and conditions that even if they are registered under NDNC, DND (Do Not Disturb), the Company will have all the authority to send SMS or call such shortlisted Participants.
 17. The customers/winners acknowledge that the Company will own all rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, The Company reserves the right to check all data for their authenticity and reject them if not found genuine, at its sole discretion.
 18. The Company will always keep the personal data of the participants/ winners confidential, securely and destroy the same when not in use.
- E) TERMINATION / SUSPENSION –The Company has the sole right to suspend, alter, postpone, cease, close, withdraw or terminate this scheme at any given point in time at its sole discretion without any prior notice to any person whatsoever. Upon such premature suspension, cessation, withdrawal, termination or closure of the scheme by the Company, no person shall be entitled to claim loss of any kind whatsoever.
- F) MISCELLANEOUS –
1. Participants agree to be bound by these Terms & Conditions and by the decisions of the Company, which are final and binding in all respects. Participant who violates these Terms & Conditions, tamper with the operation of the scheme or engage in any conduct that is detrimental or unfair to the Company, the participants are subjected to disqualification from the scheme. The Company reserves the right to block out individuals whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the scheme without any notice to any such person whatsoever.

2. These Terms & Conditions (and any dispute, difference, proceedings or claim of whatever nature arising out of or in connection with these Terms & Conditions) shall be governed by, and construed in accordance with, and interpreted under the laws of India including tax laws, rules and regulations as may be applicable and shall be subject to the exclusive jurisdiction of the Courts/ Tribunals in Pune only, irrespective of whether Courts/ Tribunals in other areas have concurrent or similar jurisdiction.

I agree to the above terms & conditions and signs below in confirmation.

Name of the Participant

Date:

Signature of the Participant

Place:
