

# Sunaulo Faro Chha

## Terms and Conditions – Sunaulo Faro Chha

### 1. ENTRY REQUIREMENTS

NO PURCHASE NECESSARY TO ENTER OR WIN. Sunaulo Faro Chha (“Contest”) will be held online from 12:01 am Nepal Time (“NT”) September 25, 2019 (“Contest Start Date”) to 11:59 pm Nepal Time (“NT”) December 31, 2019. (“Contest Period.”) Contest is sponsored by Probiotech Industries Private Limited, KUK Building, Sinamangal, Kathmandu, Nepal (“Sponsor” or “Company”) who is solely responsible for all aspects of this contest. The company can extend or withdraw the contest at any time on company’s discretion.

### 2. ELIGIBILITY

“Contest” is open to all individuals who are legal residents in Nepal and currently residing in Nepal, who are at least 16 years of age by September 25, 2019 (“Entrant”). Entrant will be eligible for the contest by “Liking” / “Sharing” / “Commenting” on the video posts on the social media platforms, Facebook and Instagram (“Social Media”). Sponsor’s and Sponsor’s Agency/Representatives, their families and immediate families are not eligible to enter. Nimbus affiliates, Probiotech Industries and its subsidiaries, partners, dealers, sub-dealers and their associates are also not eligible to enter. Entrants will only receive one prize/gift each as per company rules. Sponsor reserves the right to verify eligibility of any potential winner. Winning an award is contingent upon meeting all requirements set forth herein. Entrants who do not meet those requirements will be disqualified, and they will be void. The company reserves the right to cancel, modify, extend or withdraw the contest at its sole and absolute discretion. The company's decision will be final and binding. The offer is subject to force majeure conditions.

### 3. HOW TO ENTER

As of Contest Period, Entrants can participate by “like” & “share” (“Submissions”) on Social Media posts on Company page. All submissions will be capped at first 1000 videos and 1000 shares, on ‘first come first serve’ basis. Sponsor is not responsible for unsuccessful attempts to enter. The Entrant should be able to provide upon request all details pertaining to themselves within 24hrs to be eligible for prize/gift. Likes will receive a gift of one 200ml oil. Shares will receive a gift of one 1 litre oil, video entries will get one carton of oil. Submissions or comments or contents must not contain material which is sexually explicit, obscene, violent, discriminatory

(based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, etc.) offensive, threatening, profane or harassing.

#### 4. INTERNET LIMITATIONS OF LIABILITY

Sponsor assumes no liability for any error in transmission, communications line failure, theft, destruction, or alteration of entries. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR ANY OTHER REMEDIES FROM SUCH PERSON (S) TO THE FULLEST EXTENT PERMITTED BY LAW.

#### 5. RIGHTS IN SUBMISSIONS

By participating in the Contest, each Entrant hereby grants permission (except where prohibited by law) for the Sponsor to use Entrant's name, likeness, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known, in perpetuity, unless prohibited by law. Entrant can reach contest organizers by e-mail at [feedback@nimbusnepal.com](mailto:feedback@nimbusnepal.com) to request that the entrant's name be removed from the mailing lists for the contest.

#### 6. EQUITABLE RELIEF

Each Entrant understands, acknowledges, and agrees that the Sponsor does not have now or in the future any duty or liability, direct or indirect, contributory, or otherwise, in regards to the infringement of protection of the copyright in and to the submission. Each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of any other production based on or allegedly based on the Submission, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

#### 7. AWARD RESTRICTIONS

A winner cannot assign or transfer any award to another person. An award cannot be substituted or redeemed for cash. All awards are subject to availability. If an award or any portion of the award cannot be awarded due to circumstances beyond the control of the Sponsor, then a substitute award may be awarded at sole discretion of Sponsor. Winners are responsible for any risk of loss associated with the award or any portion of the award after it has been delivered.

## 8. AWARD DISTRIBUTION

Winners shall be selected by 'first come first serve' basis. Each winner will be contacted via Facebook "Comment" or via WhatsApp message (same number from which Submission is received). The Entrant should be able to provide upon request all details pertaining to themselves within 24hrs to be eligible for prize/gift. Likes will receive a gift of one 200ml oil. Shares will receive a gift of one 1 litre oil, video entries will get one carton of oil. The winners may also be announced via selected national dailies. Winners will have to submit the evidence that they are the rightful owner of the Facebook account/WhatsApp account, which will be reviewed by the Sponsor or its representatives.

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