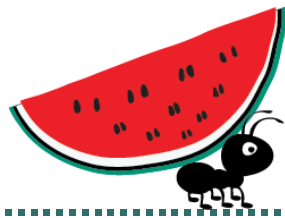


Terms & Conditions



The following terms and conditions ("Terms and Conditions") govern the entire process for the Children's Fun Food Festival titled- 'KIDS CULINAIRE' ("Event") organized by Pilcrow Communications Pvt. Ltd. ("Organizer"). The prime focus of the event is to get children to interact with food in a fun way so they are able to make healthier choices. Kids will participate in the Event who shall at all times be accompanied by their parents and/or legal guardians (collectively the "Participants") at PSOI Garden, Nehru Park, Chanakyapuri ("Event Premise").

The Event shall commence on Saturday 20th February, 2016 till Sunday 21st February, 2016 ("Event Term") between 11:00 am Indian Standard Time until 8:00 pm IST at the Event Premise..

The Event and/or all activities in it shall be governed by these Terms and Conditions. By entering the Event, the Participant(s) (which term for the sake of clarity includes the parents and/or legal guardians of children) unconditionally accepts and agrees to comply with and abide by these Terms and Conditions. These Terms and Conditions shall be deemed to be accepted by the legal guardians and/or parents of minors on their behalf. The decisions of the Organizer for all matters relating to the Event shall be final and binding in all respects on the Participant(s).

The Event is targeted towards children of the age group 3-12 years and primarily focuses on making food "fun" for children, thereby bring about a transformation in eating habits among children.

Children coming to the event must be accompanied by their parent or an adult chaperone. For the purpose of these Terms and Conditions and the Event, any individual over 18 years of age accompanying the child shall be deemed as that particular child's legal guardian, such decision being final and binding.

Registration and Entry

The Entry to the Event Premise is ticketed. Tickets will be available at the Event Premises and at any other place as the Organizer deems fit. Tickets for Children between the age group 3-12years shall cost Rs. 300/- and shall entitle the child to an activity passbook ("Passbook"). Accompanying person's ticket shall cost Rs. 200/-. Entry for children below the age of 3 years is free. Participation in the event is purely voluntary. For the sake of clarity, tickets bought to the Event on a particular day and date will be applicable only to that day and date. If Participants wish to come back to the Event Premise the next day, they will be required to buy the tickets in the manner explained hereinabove. Participant(s) further agrees and acknowledges that all decisions taken by the Organizer in this regard shall be final and binding.

Security screening and registration process to be undertaken while entering the Event Premise is mandatory ("Registration Process"). The registration forms will be available at the Event Premise. Pre-registration can also be done from the

website www.kidsculinaire.com ("Website"). All Participant(s) shall provide such information and documentation as may be required by the Organizer. Any incomplete submission at the time of registration will be considered invalid for the purpose of the Event and may disqualify the participant from winning the prize and/or being eligible for the lucky draw.

Only the registered Participants are eligible to participate in the Event and/or the lucky draw and win prizes. The right to entry towards participation in the Event at the Event Premise shall be the sole prerogative of the Organizer and any decision in this regard shall be final and binding on the Participant..

Contests and Activities

The Children shall use the Passbook to participate in various contests and activities which form part of the Event, the details of which will be available at the Event Premises and/or the Website and/or social media platforms (such as Facebook/Twitter/Instagram), at the sole discretion of the Organizer.

There will be multiple slots for respective activities, based on the Organizer's sole discretion. The participation by the Participants in the activities will depend solely upon the slot availability at that particular time. Participation shall be on a first come first serve basis. The Organizer shall in no way be held responsible for the Participant being unable to participate in any activity.

The Participants participating in the Activities will earn stars and stamps in lieu of points depending upon their performances (based on the sole discretion of the Organizer). Such stars and stamps earned can be redeemed by the Participant(s) for a gift from the gift corner at the Event Premise.

There will also be lucky draw contests in the Event. Only those Participant(s) who have duly undertaken and completed the Registration Process, are registered and are present at the Event Premise during the lucky draw will be eligible to participate in the lucky draw.

Prize

The contests during the Event will be judged by an expert panel constituting chefs, farmers, nutritionists, and any other persons based on the sole discretion of the Organizer who at their discretion will declare winner(s) ["Winner(s)"]. The decisions made by the expert panel shall be final and binding on the Participant(s).

The Winner(s) will get a prize based on the sole discretion of the Organizer. It is further clarified that save and except the prize stated hereinabove, the Winner(s) shall not be entitled to any other form of gratification (monetary/otherwise). The Winner(s) understand and agree that the prize won is personal to the Winner(s) and is non-transferrable and may not be exchanged. No cash equivalent or alternative prize shall be given to the Winner(s).

Neither the Organizer, nor its employees/ agents have given a guarantee regarding the quality of any of the prize and the Winner(s) agrees not to hold the Organizer and or its agents, employees responsible with regard thereof. The Organizer will not be responsible for the brand, quality, value etc. in connection to the prize and the supplier/manufacture shall be solely responsible for the same.

The parents and/or legal guardians on behalf of the Winner(s) agrees that if due to any reason, whatsoever, beyond the control of the Organizer, the prize and/or anything connected to the prize and or the enjoyment of prize becomes ineffective or invalid, the Organizer cannot be held responsible for the same.

General Terms

1. Altering the date /Cancelling the Event

The Organizer reserves the right to delay or alter or cancel the dates of the Event at its sole discretion without giving prior notice to the Participants. The Participant(s) is required to check the Website for change of any such details.

2. Disqualification by Organizer

The Organizer reserves the right to disqualify any Participant if found to be a nuisance or a danger to the safety or enjoyment of other Participants.

3. Medical Aid

The Event Premise shall have a first aid unit available in case of any emergency.

4. Hurt/ Personal Injury

By taking part in any Event, the parents and/or legal guardians acting on behalf of the respective Participants acknowledge that there may be conditions or circumstances beyond the Organizer's control that can lead to unforeseen risks for which the Organizer will not be held liable.

5. License

The parents and/or legal guardians hereby grant an irrevocable, non – exclusive, perpetual, unlimited, sub-licensable, worldwide, royalty free license to utilize the Participant's material submitted by him/her in the course of participation in the Event to the Organizer for use in any way deemed fit by the Organizer. The parents and/or legal guardians hereby permit the Organisers and/or any third party authorized by them to photograph the Participants and themselves at the Event and utilise such photographs as the Organizers may deem fit without payment of any consideration or royalty. The Organizer maintains that it will not sell, trade or otherwise transfer to outside party such photograph(s) of the Participants. Participant(s) agrees and undertakes that any entry which the Participant(s) submits pursuant to the Participant(s) participation in the Event shall be original and shall not infringe the rights of any third party including rights in any form of intellectual property. The Participant(s) additionally agree and undertake that any entry that the Participant(s) submits shall not be obscene, blasphemous, and/or likely to expose Organizer to civil and/or criminal proceedings.

6. Indemnification

In consideration of being afforded an opportunity to participate in the Event, the Participant(s) agrees to indemnify and hold harmless the Organizer from any claims, actions, damages, suits, proceedings, costs, resulting from and/or arising as a result of any breach of any of the undertakings made by Participant(s), any act and/or omissions committed by Participant(s) which exposes the Organizer to civil and/or criminal proceedings. In the event of a claim, Participant(s) shall diligently pursue and settle the claim, and in the event that the Participant(s) is not diligently and continuously pursuing the claim, the Organizer shall be entitled on behalf of itself and as attorney for Participant(s) to settle, to adjust, settle, defend or otherwise dispose off such claim, in which case Participant(s) shall, reimburse the Organizer for any costs and penalties incurred thereof or such other indemnity in the amount thereof. Further, each Participant(s) in consideration of being given an opportunity to participate in the Event, agrees that the Participant(s) shall hold harmless and indemnify the Organizer from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant(s) in any manner whatsoever in connection with the Event and/or the prize won and/or participation and/or availing the prize and/or any material submitted

during the Event and /or the Event and/or any personal information submitted by the Participant(s) and to the extent permissible under law waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.

7. Special Relationship

The parents and/or the legal guardians of the respective Participants acknowledge and agree that the relationship between the Participants or between them and the Organizer is not a fiduciary or other special relationship.

8. Representations and Warranties

The parents and/or legal guardians undertake and acknowledge their representations, warranties, indemnities, grant of rights in the Event, dispute mechanism and the obligations on behalf of the Participants. The parents and/or legal guardians on behalf of the respective Participants, acknowledge and agree that during the participation in the activities/ contests, cheating in any form will lead to disqualification of such Participant and such decision by the Organizer shall be final and binding.

9. Not Allergy Free Zone

The parents and/or legal guardians of the Participant understand that the Event Premise is not an allergy free zone. Hence, the Organizer will not be responsible for any allergy caused to any person including the Participant(s) during the Event. Participant(s) must take adequate precautions to mitigate any risk from such exposure.

10. Loss of Personal belongings

The Organizer will not be responsible for the loss of personal belongings of the Participant and/or their respective parents and/or legal guardians. However, in case of lost and found articles, please connect with the team at the registration desk at the Event.

11. Food at the Event Premise

The parents and/or legal guardians of the Participants understand that the chefs/cooks at the Event will prepare food taking into consideration all hygiene factors. However neither the Organizer nor any chef will be responsible for any adverse reaction caused to any Participant by consuming the food at the Event. The Event will have both vegetarian and non-vegetarian food. The Organizer cannot guarantee that participating chefs and restaurants will prepare dishes without common allergens, such as nuts, dairy, gluten, etc. The Participant(s) and/or his/her parent/legal guardians shall be responsible for his own health and safety and shall observe any and all precautions regarding his/her medical condition inter alia diabetes, food allergies etc. without any recourse towards the Organizer. If the parents and/or legal guardians have any other questions regarding their specific allergy or dietary restriction please email us the same information at info@kidsculinaire.com

12. Prohibitions

The Participants and their parents and/or legal guardians will not be allowed to (a) bring any outside food/beverages and/or their pets along as there will be children running around; (b) Carrying firearms or any weapon, or any hazardous tool/ substance is not permitted; (c) Carrying backpacks, huge bags/suitcases/luggage (except handbags or small carry bags) are strictly prohibited (d) Drugs, alcohol, smoking are not permitted. If any such item is found on any of the Participants and/or the parents/legal guardians, the same shall be confiscated at the time of security check. Any defaulter will not be allowed to enter the Event Premise.

13. Applicable Laws and Dispute Resolution

The Participants, Winner(s) and their respective parents and/or legal guardians shall comply with the laws of India. These Terms and Conditions shall be construed in accordance with the laws of India and in case of any dispute or other matter arising in reference to the Event, the same shall be referred to a sole arbitrator appointed by the Organizer and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Delhi and the arbitration proceedings shall be in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Participants who has raised the dispute. Only the courts in Delhi shall have the sole and exclusive jurisdiction to decide on any dispute relating to the Event

14. Limitations of Liability:

By entering the Event, Participants, parents and/or legal guardians of the Participants/Winner(s) acknowledges and agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the Event shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and associated with entering the contest (if any), notwithstanding the foregoing, under no circumstances will the Organizer and/or entities be liable for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise. In any case the Organizer's and/or its affiliates, agents, entire liability under this Terms and Conditions shall not exceed the total monetary value of the prize.

15. Force Majeure

The parents and/or legal guardians on behalf of the Participants acknowledges that in case the performance of this Event and/or awarding of prizes cannot be fulfilled due to war, industrial action, flood or any Act of God or any such event that is beyond the reasonable control of the Organizer, then such non-performance or failure shall not be deemed as a breach of these Terms and Conditions and if such inability to perform such obligation continues for a period of five (5) days, then the Organizer shall be at liberty and shall upon its sole discretion terminate any such gratification and/or participation of a Participant forthwith and such decision shall be final and binding

16. Miscellaneous

Participant(s) acknowledges that in case any portion/clause of these Terms and Conditions is deemed invalid or becomes unenforceable or prohibited by the law of the country, such portions shall be considered divisible and shall not be part of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and binding and of like effect as though such provision was not included herein.