

Annexure 1 A

Coca-Cola India Private Limited

Terms and Conditions

Thums Up Thunder Wheels

1. Offer valid from 6th March 2010 to 19th April 2010 both days inclusive (hereinafter referred to as the "offer period") or till stocks last, whichever is earlier.
2. Offer valid all over India except the State of Tamil Nadu. This promotion is not being conducted in and does not apply to the State of Tamil Nadu. Authorised bottlers of The Coca-Cola Company (TCCC) are therefore not selling Thums Up in the State of Tamil Nadu with crowns related to this promotion. CCIPL or any bottler of TCCC shall not be liable in the event, Thums Up bottles bearing crowns related to the promotion are unauthorisedly sold by third parties and purchased by consumers in the State of Tamil Nadu. Consumers in the State of Tamil Nadu purchasing Thums Up bottles will accordingly not be entitled to any benefits or prizes in connection with this promotion. CCIPL reserves the right to reject claims for prizes under this promotion emanating from consumers purchasing Thums Up bottles in the State of Tamil Nadu. No consumer with an address in Tamil Nadu shall be entitled to any benefit or prize in connection with this promotion. CCIPL further, will not send or deliver prizes to any address in the State of Tamil Nadu.
3. This Offer has two parts, i.e. "**Cash Bash Offer**" and "**Thunder Wheels Offer**".
4. **Cash Bash** Offer is valid on 200ml and 300ml glass bottles of THUMS UP (hereinafter referred to as ("Thums Up Glass Bottle(s)").
5. **Thunder Wheels Offer** is valid on 200ml and 300ml glass bottles and 350 ml, 500 ml, 600 ml, 1.25 ltr, 1.5 ltr., 2.0 ltr. and 2.25 litre PET bottles of THUMS UP (hereinafter referred to as ("Thums Up Bottle(s)").
6. Stocks without the Offer also available.
7. This offer is open to all Indian residents, other than those from the state of Tamil Nadu, except employees of Coca-Cola India Private Limited (hereinafter "Company"), their family members and the employees (and their relatives) of all its affiliate/associate/subsidiary companies and their authorized bottlers, suppliers, advertising and promotion agencies.
8. The Company shall not charge any entry fee for taking part in this Offer.

9. Cash Bash Offer:

- a. To participate in the Cash Bash Offer, the consumers will need to buy the Thums Up Glass Bottle(s) and look under its crown to identify the Offer
- b. Crowns under this Offer will have either of the following denominations: Re1 or Rs. 2, or Rs3 or Rs.5 or Rs.10, printed under it. In this case the consumer will be entitled to a cash prize of amount so printed under the crown.
- c. In order to avail the cash prize the consumer must submit the winning crown to the same retailer from whom the consumer had purchased the Thums Up Glass Bottle(s) with the winning crown, who will reimburse the amount to the consumer. The consumer must submit the crown within the offer period in order to avail the prize money.
- d. The retailer in turn must submit the winning crown to the Authorized Distributor / Route Agents for claiming amount disbursed by him to the winning consumer. The retailer will be reimbursed by way of discount either on subsequent purchase, or free product worth the said value. The retailer will not be entitled to any handling or service charge for this.
- e. The retailer must submit the winning crowns within 30 days of the end of the offer period – i.e. latest by 20th May 2010. After this period, the crowns will be considered invalid and no reimbursement will be made against them.

10.Thunder Wheels Offer:

- a. To participate in the Thunder Wheels Offer, the consumers will need to buy the Thums Up Bottle(s) and look under its crown/back of the label to identify the Offer
- b. Crowns/ back of the labels under this Offer will have a 9 digit unique code printed under them
- c. After discovering the 9 digit unique code under the crown/back of the label, to participate in the Offer, the participant will either need
 - to SMS "Thunder<Unique Code>" (hereinafter called "Response") to 9099 699 699 OR
 - call up 186 0233 0233 (from BSNL/MTNL landlines only) and punch the unique number in the Interactive Voice Response System (hereinafter "IVRS") OR
 - log on to <https://promo.contests2win.com/thumsup/thudnerwheels> (for e.g.) for entering the UTC code directly only when the user is online i.e. connected to the internet (hereinafter called "Online Participation")

between 10 A.M and 6 P.M. on any day during the offer period. On the last day of the offer period, no entries shall be entertained after 6 P.M. Entries

received after 6 PM on the last day shall be considered as invalid and rejected.

- d. The unique code can be utilized for entering in the Offer only once either through punching the unique number in the IVRS or sending the unique code to the long code 9099 699 699 through SMS or via Online Participation.
- e. The participants must retain the crown/label for verification after the draw.
- f. The SMS, IVRS and Online Participation and other services are being managed by CONTESTS2WIN.COM INDIA PVT LTD. ("C2W") under an agreement with Company. C2W is engaged in the business of providing innovative online and offline brand promoting solutions
- g. On receipt of the SMS with the Response or a call on IVRS or via Online Participation, the same shall be thoroughly checked and verified by C2W.
- h. Participants shall have to pay all applicable charges to their telecom service provider for sending the SMS or to BSNL/MTNL for making a call to the IVRS through BSNL/MTNL land line. There will, however, be no charges for entry via Online Participation other than the charges the ISP would charge for usage of internet.
- i. The CCIPL shall not be responsible for loss of SMS during transit and misdirected messages or loss of call while punching the unique code in IVRS. Proof of messaging/calling is not proof of receipt of the SMS/call.
- j. The CCIPL shall not in any way be liable for any disruption or disconnection in the telephone line and all such disputes shall lie with the telecom service provider and not with the CCIPL.
- k. The CCIPL shall not in any way be liable for any problems faced by the user for entering the UTC code via Online Participation on account of no or poor internet connection.
- l. CCIPL's appointed accredited firm of Chartered Accountants(CA) will conduct a lucky draw through random selection every hour, between 10.00 a.m. and 6.00 p.m. every day during the offer period to select the winners from amongst the eligible SMSs/calls/ entries via Online Participation with valid Responses / unique codes, as the case may be, received during that period. Eligible SMSs / calls/ entries via Online Participation with valid Responses/ unique codes received between 6.00 p.m. on any day of the offer period till 10.00 a.m. of the next day of the Offer Period will be considered for the draws on the next day. Entries received between 6pm to 8pm shall be considered for the draw to be held between 10 am and 11 am on the next day. Entries received between 8 pm and 10 pm shall be considered for the draw to be held between 11 am and 12 noon on the next day. Entries received between 10pm and 12 am shall be considered for the draw to be held between 12 noon and 1

pm on the next day. Entries received between 12 am and 2 am shall be considered for the draw to be held between 1 pm and 2pm on the same day. Entries received between 2 am and 4am shall be considered for the draw to be held between 2pm and 3pm on the same day. Entries received between 4 am and 6 am shall be considered for the draw to be held between 3 pm and 4 pm on the same day. Entries received between 6am and 8am shall be considered for the draw to be held between 4 pm and 5pm on the same day. Entries received between 8 am and 10 am shall be considered for the draw to be held between 5 pm and 6pm on the same day.

- m. The winner of the hourly lucky draw shall be eligible to win "**Suzuki GS150R**" motorbike manufactured by Suzuki Motorcycle India Private Limited.
- n. In addition , a special lucky draw will be held by CCIPL's appointed accredited firm of Chartered Accountants(CA) at 6pm on the last day of the offer period from amongst all those entries received during the offer period but which have not been selected in the in the hourly lucky draws.
- o. The winner of this special draw be eligible to win "**Suzuki Hayabusa**" motorbike manufactured by Suzuki Motorcycle India Private Limited.
- p. An SMS/call/entry via Online Participation with valid Response/unique code which has been chosen as winner in a particular lucky draw will be deleted from the system and hence will not be considered for the subsequent draw(s).
- q. C2W shall inform the winner of the lucky draw by calling him up on the mobile or landline number through which the participation was done, and verify details of 9 digit unique code, name, age, occupation and complete address of the winner. C2W will then inform the winner about details of the Prize won by him , amount of Tax to be deducted at source thereon and also about the place where he would be required to send the following for verification :
 - i. Consent to the terms and conditions of the offer
 - ii. Original Winning Crowns/label for the purpose of physical authentication/ verification
 - iii. Self attested copy of following documents for the purpose of taxation and legal validation: (i) Income Tax Permanent Account number copy (ii) Photo Identity proof (iii) Address proof (iv) Bank account details (v) Any other document as may be required
 - iv. Demand Draft drawn in favor of Coca-Cola India Private Limited for the amount of tax that will be applicable on the prize, as per the prevailing laws and regulations.

(hereinafter collectively referred to as "Registration Package")

- r. Registration Package must be sent through REGISTERED POST WITH ACKNOWLEDGEMENT DUE ONLY. All Registration Packages sent through couriers or ordinary post or Under postal certificate shall not be entertained by the CCIPL and not be considered for registration and shall be rejected. The

CC IPL does not take any responsibility for receipt of Registration Packages which have not been sent by Registered Post A.D.

- s. All Registration Packages must reach the designated place within TEN days of the receipt of call from C2W. If the Registration Packages are not received within TEN days as aforesaid, a reminder call will be made by C2W to the winner to send the Registration Package within SEVEN days. Winners whose Registration packages are not received by C2W within the prescribed time shall not be eligible for the prize and their entry shall be considered as invalid and shall stand cancelled
- t. The cost and expenses of postage shall be borne by the winner himself. The CC IPL or C2W shall not be responsible for any accident or mishap or loss of the Registration Package by the winner in transit. The responsibility of ensuring that the Registration Package, reach the address as directed by C2W lies solely with the winners.
- u. All prizes are given subject to applicable taxes and in compliance with the prevailing laws and regulations; Any levies, as applicable, shall be solely borne by the winner(s) only.
- v. Taxes on prizes as per prevailing laws and regulations will be applicable and the tax amount will be deducted at source and shall have to be borne by the winners. The winner will have deposit the tax amount by way of Demand Draft in advance to CC IPL in order to get the prize. The above Demand Draft will have to be drawn in favor of Coca-Cola India Private Limited. The CC IPL in turn shall deposit the same with the appropriate authorities.
- w. The Tax Paid certificate as proof of Tax deduction will be sent to the winners by courier within 180 days of the date of receipt of the Demand Draft for tax.
- x. All prizes are given subject to applicable taxes and in compliance with the prevailing laws and regulations; Any levies, as applicable, shall be solely borne by the winner(s) only.
- y. CC IPL reserves the right to check all crowns/labels for their authenticity and reject them if not found genuine. All crowns/closures will become the property of CC IPL and will not be returned.
- z. All crowns/labels submitted for redemption of prizes shall be verified by C2W on behalf of the CC IPL. A prize-winning crown/label shall be considered invalid if it is illegible, mutilated, tampered with, not obtained legitimately, has been transferred or exchanged (whether for consideration or not), contains printing, typographical, mechanical or other errors, or is unclear or it does not have the requisite printed matter.
- aa. On receipt, all Registration packages shall be scrutinized for physical verification of the winning crowns/labels and documents. If found in order, C2W shall call the respective winner and inform him about the same. In the

same call C2W shall also inform such a winner about the approximate date and time when a courier shall visit the address of the winner and deliver the Gift Voucher for the prize. The Courier will carry with him a congratulatory letter and a No-Claims letter for the winner. The winner would be required sign the No claims letter. The courier shall collect the No claims letter from the winner and on being satisfied, the Courier shall hand over the Gift Voucher of the prize to the winner under a receipt.

- bb. The Gift Voucher shall contain the address of the nearest available Authorized Dealer, showroom, shop of Suzuki Motorcycle India Private Limited. from where the Winner can go and collect his prize on production of the Original Gift Voucher and the Congratulatory letter
- cc. In case, on physical verification of the Registration package, any shortcomings are found or the certain documents are missing which can be reproduced by the winner or if the winner has not presented for verification the original winning crown or label, or has not sent the Demand Draft of the requisite amount on account of tax , the winner must correct shortcomings or present the missing documents/original crowns or labels, as the case may be, within 7 days from the date of receipt of such a call from C2W. On receipt of the same, C2W shall follow the process mentioned in point Z for giving the prize. Winner who does not send the same within the prescribed time shall stand disqualified and ineligible for the prize and his registration shall stand cancelled.
- dd. The Prize is non-transferable, non-substitutable and non-encashable.
- ee. The prize will be available ex showroom.
- ff. The cost of transport, if any, for transporting the prize from the dealer showroom/shop/ store to the residence of the winner will have to be borne solely by the winner.
- gg. Any charges or levies for octroi, registration, road tax and insurance ,service charges of the dealers will have to be borne by the winner. The prize will not be released unless the above mandatory payments are made by the winner.
- hh. The prize will be made available to the winner with standard equipment and parts only. Any extra spare parts or accessories will not be available and will have to be separately purchased at his own cost by the winner.
- ii. CCIPL is not liable or responsible for the quality of the prize nor does it extend any warranty or guarantee thereto. The standard warranty and guarantee given by the manufacturer will be valid.

11. CCIPL, reserves the right to, terminate, modify or extend this Offer, at any time at its absolute discretion, without assigning any reason.
12. Decision of CCIPL will be final and binding regarding this Offer and prizes.
13. All promotional materials, including details on how to enter and claim prizes are part of these Terms and Conditions of Entry to this Offer.
14. Entry into this Offer confirms acceptance of these Terms and Conditions of governing this Offer and the CCIPL's decisions regarding the same.
15. The winner(s) shall execute all such documentation to allow CCIPL and their assigns to use, display, copy, modify, distribute, publish sell, assign, exchange, license, sublicense, in any and all locations, in any medium, form or format, in any number, the image or likeness, and the reproductions thereof, and any biographical information furnished by the winner(s) to CCIPL.
16. In case the winner is a minor, his/her parent (s) or legal guardian may redeem the prize at his / her own cost and shall execute such documents as deemed necessary by CCIPL.
17. This offer is being made purely on a "best effort" basis and is subject to force majeure conditions including acts of God, strikes, war, riots, change of law, statutory prohibitions / restrictions. This Offer cannot be clubbed with any other Offer/ Scheme.
18. All disputes with respect to this Offer are subject to the exclusive jurisdiction of the courts or forums in New Delhi only