

**Happydent 'Make a Dent' Contest
Official Rules**

NO PURCHASE NECESSARY TO PARTICIPATE OR RECEIVE A PRIZE IN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

INTERNET ACCESS AND A VALID EMAIL ADDRESS ARE REQUIRED TO PARTICIPATE.

BY PARTICIPATING, YOU GRANT THE RELEASED PARTIES (DEFINED BELOW) THE RIGHTS TO USE YOUR VIDEO (DEFINED BELOW) AS MORE FULLY SET FORTH IN THE LICENSE SECTION AND OTHERWISE BELOW.

WINNERS MAY BE REQUIRED TO RESPOND TO NOTIFICATION AND OTHER COMMUNICATIONS FROM PVMI WITHIN FORTY EIGHT (48) HOURS FROM DATE OF NOTIFICATION (OR OTHER SPECIFIED TIMEFRAME OR PRIZE MAY BE FORFEITED IN PVMI'S SOLE DISCRETION), AS MORE FULLY DETAILED BELOW.

AS A CONDITION OF PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES ("TERMS"), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PVMI FROM YOU (i.e., A REQUIREMENT THAT YOU DEFEND AND/OR REIMBURSE PVMI FROM/FOR CERTAIN LOSSES) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

OVERVIEW: The Happydent Make a Dent Contest ("**Contest**") is being conducted PVMI by Perfetti Van Melle India Pvt. Ltd. 47th Milestone, Delhi - Jaipur Highway, Village - Manesar, Gurgaon - 122050, India ("**PVMI**"). Eligible individuals (defined below) may enter between 09:00 AM India Standard Time ("**IST**") on 25th August 2021 and 11:59:59 PM IST on 25th October 2021 ("**Entry Period**") on <https://makeadent.co.in/> ("**the site**"). Entries which are submitted beyond the Entry Period, shall not be considered to be eligible for Participation. Entries received in accordance with these terms will be evaluated by a panel of PVMI-selected Judges (defined below), all in accordance with the judging procedures detailed under the "Winner Selection/Notification" section, below. By participating in this Contest, you agree that your Video (if applicable and as defined below) you provide may be used by PVMI and the other Released Parties for marketing and promotional purposes as described in further detail in the "License" section below.

ELIGIBILITY: This Contest is open to everyone. (each "**Entrant**") must be: (i) at least eighteen (18) years of age and (ii) should reside in India. Government officials, political figures, and businesses or organizations politically affiliated (all as determined by PVMI in its sole discretion) are **not** eligible to participate in the Contest.

Employees, officers, directors, members, managers, agents, and Entrants of PVMI (collectively, the "Released Parties")

There is no limit on the number of entries. Participation in this Contest constitutes your full and unconditional agreement to, and acceptance of, these Terms and the decisions of PVMI, which are final and binding in all matters.

HOW TO PARTICIPATE: Entrants shall send their entry on the website (each, referred to herein as an “**Entry**”):

- Name
- Contact Details: Phone No and Email Address
- Video ad (less than 1 minute)

Those who do not abide by these Terms and the instructions of PVMI and provide all required information may, in PVMI’s sole discretion, be disqualified. Entries (or participation that does not qualify as an “Entry”) that are incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. No Released Party will have any responsibility or liability for any dispute regarding any Entrant, including the identity of any Group(s) or Individual(s), or the distribution of any Prize received. In the event that any dispute regarding an Entry, cannot be resolved to PVMI’s satisfaction, the Entry will be deemed ineligible and will further be disqualified. As a condition of participating in the Contest, without limiting any other provision in these Terms, each entrant gives consent for PVMI and its agents to obtain and deliver his/her name, address and other information and Entry to third parties for the purpose of administering this Contest and complying with applicable laws, regulations, and rules. PVMI shall not retain or use any of your personally identifiable information, including the one submitted in the Entry in any manner, whatsoever, after 90 days starting from 1st October, 2021.

ENTRIES OR PARTICIPATION MAY NOT BE ACKNOWLEDGED OR RETURNED. IN FACT, ENTRIES MAY BE DESTROYED AFTER THE ENTRY PERIOD. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF THE ENTRY. ANY ENTRY THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE TERMS MAY, IN PVMI’S SOLE DISCRETION, BE DEEMED INELIGIBLE.

WINNER(S) SELECTION/NOTIFICATION:

Entries will be judged by a panel of judges from the advertising and marketing industry chosen by PVMI in its sole discretion (“**Judges**”). The Judges will use the following criteria according to the percentage weights indicated (the “**Criteria**”) to evaluate the Entries:

- (i) Brand Connect (50%)
- (ii) Originality and creativity (30%)
- (iii) Mass Customer Engagement (20%)

The Judging will occur between 27thOctober 2021 and 10th November 2021. The Judges will select the fifteen (15) highest scoring Entries.

All Judges' decisions are final and binding in all matters relating to this Contest. Each entrant acknowledges that other entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to his/her/its Entry, and that he/she/it will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities. In the event of a tie in the selection of a Winner, the tie will be resolved in favor of the Entry with a higher score in the "business connect" category, evaluated by the Judges. If there is still a tie, the tie will be resolved in favor of the Entry with the higher score in the "originality & creativity" Criterion. PVMI reserves the right to contact Entrants for verification purposes and administration of the Contest. Winners will be chosen as specifically described, and not using any random drawing or method incorporating chance.

Limit one (1) Prize per unique video.

PRIZE AND QUANTITY:

Rs. 1 lakh prize money payable to each winning team and is subject to applicable income tax, which shall be borne by the winner. In case, a team has two members, PVMI will only pay the amount to the one by whose name the entry was submitted.

You shall indemnify the Released Parties against any loss or expense that the Released Parties may sustain or incur on account of any and all claims from any third-party for any use by any Released Party of any content you provide for the creation of your Campaign, pursuant to these Terms. You shall indemnify PVMI against any loss, expense or claim that PVMI may incur upon use of any content that you provide in the Entry, for the purpose of the Contest.

By participating in this Contest and accepting a Prize, Entrants agree to maintain his/her/their behavior in accordance with all applicable laws, rules, and regulations and generally accepted social practices in connection with participation in any Contest- or Prize-related activity. Winners understand and agree that PVMI has the right, in its sole discretion, to disqualify and remove any Winners (or anyone associated with a Winner) from any activity at any time if their behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of PVMI or otherwise violates the policies of the venues, and in such a case, such Winner will still be solely responsible for all expenses related to the Prize. PVMI is not responsible for any inability or unwillingness of any Winner to accept or use the Prize (or portion thereof) for any reason. Prize details not specifically stated in these Terms, will be determined in PVMI's sole discretion. To the fullest extent allowable under applicable law, all taxes (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes), as well as any expenses arising from acceptance or use of the Prize and not specified in these Terms as being provided as part of the Prize, are the sole responsibility of the Winner(s). Winner(s) shall submit proof of payment of income tax before the Prize is given. PVMI is not responsible for and will not replace any lost, mutilated or stolen Prize or Prize element or any Prize that is undeliverable or does not reach a Winner because of incorrect or changed contact

information. If a Winner does not accept or use the entire Prize for any reason, the unaccepted or unused part of the Prize will be forfeited and PVMI will have no further obligation, towards that Winner with respect to that Prize or portion of the Prize. No transfers or substitutions will be made, except at PVMI's sole discretion. No more than the stated Prize will be awarded. Entrants waive the right to assert as a cost of receiving the Prize, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said Prize.

LICENSE: By participating, except where prohibited by law, each Entrant grants to the Released Parties (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission to use, edit, modify, copy, reproduce, and distribute the Campaign, Campaign measurement data, Campaign Case Study, testimonials, and quotes and all content that comprises the winning Entry in perpetuity and in any medium (including online and in digital media) in any language, throughout the world, for any purpose, in PVMI's sole discretion, including without limitation for internal business purposes, the purposes of evaluating Entries, administering this Contest, creating Winner's Campaigns, and for advertising and marketing purposes. Each Entrant further grants to the Released Parties (and their agents, successors, and assigns) a non-exclusive, irrevocable, worldwide, transferable and sublicensable right and license to use his, her, or their Brand's trade names and trademarks (including logos) in connection with this Contest and/or PVMI's use of Entrants video. Each Entrant grants to PVMI, an irrevocable, transferable, sublicensable, absolute right and permission to use, edit, modify, copy, reproduce the Entry, for the purpose of this Contest.

Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and each of the Released Parties is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to submit an Entry for purposes of the Contest does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Entry, other than as set forth in these Terms. Each Entrant understands and acknowledges that the Released Parties have wide access to ideas, text, images, and other creative materials. Each Entrant also acknowledges that many ideas for social media campaigns may be competitive with, similar to, or identical to his/her ideas in components, format, or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Released Party's use of any such similar or identical material that has or may come to such Released Party from other sources. Each Entrant acknowledges and agrees that PVMI does not now and will not have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Entrant's copyright or other proprietary rights in and to his/her Entry.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES: NOTHING IN THESE TERMS LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS TO BE VOID ("NON-EXCLUDABLE

GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY ANY MANDATORY PROVISIONS OF APPLICABLE LAW, THE RELEASED PARTIES EXCLUDE FROM THESE TERMS ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH Entrant AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY (I.E., DEFEND AND/OR REIMBURSE) THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE, OR AWARDED OF AN PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY Contest- OR PRIZE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (HOWEVER (BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION), THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF PVMI OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW). EACH WINNER(S) AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE (EXPRESS OR IMPLIED, IN FACT OR IN LAW), WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

ADDITIONAL DISCLAIMERS: The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Entrant, Brand, or by human error (except to the extent that any of the following occur for reasons within PVMI's reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): Entries made by illegitimate means (such as, without limitation, by an automated computer program); any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Contest-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Contest-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Contest or the processing of Entries; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use of any Prize. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages. Released Parties are not responsible, and may disqualify an Entrant, if any contact information provided by the Entrant does not work or is changed without giving prior written notice to PVMI. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any Entrants or Winners (or any person claiming through such

Entrants or Winner for failure to supply an Prize or any part thereof in the event that any of the Contest activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by PVMI in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

GENERAL RULES: By participating in this Contest (except where prohibited by law), each Entrant grants the Released Parties the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, biographical information, any quotes attributable to him or her, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet) without any limitation of time and without notice, review or approval, and each such person releases all Released Parties from any and all liability related to such authorized uses. Nothing contained in these Terms obligates PVMI to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use. 8 PVMI's decisions will be final in all matters relating to this Contest, including interpretation of these Terms, selection of the Winners, and awarding of the Prizes. All Entrants, as a condition of entry, agree to be bound by these Terms and the decisions of PVMI. Failure to comply with these Terms may result in disqualification from the Contest. Entrants further agree to not damage or cause interruption of the Contest and/or prevent others from participating in the Contest. PVMI reserves the right to restrict or void participation from any IP address, email address or domain, or device if any suspicious Entry and/or participation is detected. PVMI reserves the right, in its sole discretion, to void Entries or other participation by any person or entity who PVMI believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Contest. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by PVMI in its sole discretion. Entrants waive any right to claim ambiguity in the Contest or these Terms. If PVMI determines (at any time and in its sole discretion) that any Winner or potential Winner is disqualified, ineligible, in violation of these Terms, or engaging in behavior that PVMI deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, PVMI reserves the right to disqualify such Winner or potential Winner, even if the disqualified Winner(s) or potential Winner(s) may have been notified or displayed or announced anywhere. PVMI's failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any

other provision. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Contest is not capable of running as planned for any reason, PVMI reserves the right, in its sole discretion, to cancel, modify or suspend the Contest and Prize the Prize based on eligible Entries received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by PVMI. If any person supplies false information, participates or submits Entries by fraudulent means, or is otherwise determined to be in violation of these Terms in an attempt to obtain an Prize, PVMI may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. If any dispute regarding an Entry cannot be resolved to PVMI's satisfaction, such Entry will be deemed ineligible.

Each Entrant accepts, acknowledges and undertakes :-

INFORMATION TO THE ENTRANT

In compliance with the applicable Personal Data Protection Laws, ***Perfetti Van Melle India Private Limited, having its registered office at 47th Milestone, Delhi-Jaipur Highway, Manesar- 122050*** (hereinafter "PVMI") informs you that your personal data (hereinafter "Personal Data") provided to PVMI as a consequence of your interest in the Happydent, Make a Dent Contest program, will be collected and processed under the control of PVMI in compliance with the following:

a. Purposes and lawfulness of processing

The processing of the Personal Data is based on your will to be part of the Happydent, Make a Dent Contest, program.

The processing of the Personal Data can take place electronically and manually, based on logical criteria compatible and functional with the purposes for which the Personal Data are collected, and always in accordance with the applicable Personal Data Protection Laws.

b. Scope of communication and dissemination of Data.

The Personal Data will be processed only by personnel authorised by PVMI, or by third-party companies (including any other company of the PVM Group), institutions or professionals who, as Data Processor, perform specific processing services or activities complementary to the purposes referred above.

The Personal Data will not be disseminated in any way.

c. Retention period

The Personal Data will be kept as long as the Program is open and shall be destroyed thereafter, without retaining any copies of the same. PVM shall not retain or use any of your personally identifiable information, including the one submitted in the Entry in any manner, whatsoever, after 90 days starting from 1st October, 2021.

d. Data subject rights

PVM informs that you have right to request access to and rectification or erasure of the Personal Data, or restriction or objection to processing, as well as the right to data portability or to withdraw the consent given by addressing to PVM a written communication to **Perfetti Van Melle India Private Limited, having its registered office at 47th Milestone, Delhi-Jaipur Highway, Manesar- 122050** or by sending an email to pvmppo@it.pvmgrp.com to the attention of the Data Protection Officer.

You have the right to lodge a complaint with a Supervisory Authority.

By signing this document, you are giving your express consent to process the Personal Data for this purpose.

place, date.....

SIGNATURE

CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE Contest VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, PVM MAY DISQUALIFY ANY Entrants MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES/GOVERNING LAW: Except where prohibited by law, any and all disputes, claims, and causes of action between a Entrants and any Released Party arising out of or connected with this Contest, the determination of any Winner or any Prize awarded must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a Entrants be permitted or entitled to obtain Prizes for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the Entrant's actual out-of-pocket expenses (if any), not to exceed ten United States dollars (INR 705.44), and each Entrants further waives all rights to have damages multiplied or increased.

This Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the laws of India, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any jurisdiction. Any legal actions, suits or proceedings related to this Contest (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the courts of the State of Haryana, India, and each Entrants accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Contest.

PVMI: Perfetti Van Melle India Pvt. Ltd. 47th Milestone, Delhi - Jaipur Highway, Village - Manesar, Gurgaon - 122050, India