

# Sprite Joke-In-A-Bottle

## Terms and Conditions

Clause	Title	Terms and Conditions
1.	<b>Experience Details, Concept and Participation</b>	<p><b>Sprite Joke-In-A-Bottle (“Experience”)</b> is a consumer activity by Coca-Cola India Private Limited (“<b>CCIPL</b>”), wherein individuals upon scanning the QR code on the label of the Experience Pack will get access to exclusive jokes crafted by India’s top comedians on the official Sprite WhatsApp for Business channel (Experience Platform), in accordance with the terms and conditions mentioned herein.</p> <p>The Campaign shall be valid for the individuals residing in India (“<b>Campaign Territory</b>”) and shall be applicable on the 400ml, 500ml, 600ml and 750ml PET packs (“<b>Campaign Products</b>”). By participating in this Experience, the Eligible Persons as per Clause 5 (each a “<b>User</b>”) accepts and agrees to abide by these terms and conditions of the Experience (“<b>Experience Terms</b>”). User may scan the Campaign Pack multiple times to access the pool of jokes on the Sprite Experience Platform.</p> <p>The Experience is advertised and promoted, <i>inter alia</i>, through media including digital media, point of sale materials, public announcements, website, and other available media.</p> <p>The Experience is subject to all applicable central, state, and local laws and regulations.</p> <p>These Experience terms and conditions (“<b>Terms</b>”) will be hosted on the Sprite Experience Platform.</p>
2.	<b>CCIPL and Partners</b>	<p>This Experience is sponsored by CCIPL, having its corporate office at 16th floor, One Horizon Center, Golf Course Road, DFL Phase V, Sector 43, Gurgaon.</p>
3.	<b>Deemed acceptance of terms and conditions</b>	<p>Entry and participation in this Experience will be deemed as an unconditional and an unequivocal acceptance of these Terms, including any modifications, revisions, and amendments thereto. The decisions of CCIPL shall be final and binding on the Users in all matters related to the Experience. Further, the Users recognize that these Terms may be modified by CCIPL from time to time without any prior/public notice by posting the applicable terms and conditions on the Experience Platform. CCIPL also reserves the right to cancel or terminate the Experience at any stage without assigning any reasons whatsoever. Successfully entering the Experience and getting access to exclusive content is subject to all requirements set forth herein.</p>

<p><b>4.</b></p>	<p><b>Experience Period</b></p>	<p>This Experience will commence at 00:00:01 am Indian Standard Time (“IST”) on <b>16<sup>th</sup> Feb 2024 (“Start Date”)</b> and will continue until <b>31<sup>st</sup> December 2024 11:59:59 pm IST (“End Date”)</b> (“Experience Period”).</p> <p>Stock of The Coca-Cola Company Products without the Experience QR code will also be available across India.</p> <p>Further, certain stock of The Coca-Cola Company Products containing the Experience QR code may be available before the Experience Period or may continue to be available even after the Experience Period. However, prospective Users understand and agree that they will not be able to access the Experience before commencement of the Experience Period and after the expiry of the Experience Period and further, agree not to raise any claim or complaint against CCIPL, its affiliates or its agents in this respect.</p>
<p><b>5.</b></p>	<p><b>Eligibility</b></p>	<p>Subject to the criteria of Campaign Territory, access to this Experience is open to individuals who satisfy each of the following criteria (“<b>Eligible Persons</b>”):</p> <ul style="list-style-type: none"> <li>(i)- Must have attained 18 (eighteen) years of age.</li> <li>(ii)- own a valid cellular GSM or CDMA phone connection and internet connection that is accessible at all times.</li> <li>(iii)-bear a good moral character and have not been implicated or named in any legal proceedings (either civil or criminal).</li> <li>(iv)-are not management, employees, directors or contractors, or the family of the management, employees, directors or contractors of CCIPL, their related entities or other agencies, firms or companies associated with or related to the Experience (including suppliers of Experiences).</li> </ul> <p>Please note that users from states other than the Campaign Territory shall not be able to access the Experience.</p> <p>For the sake of clarity, this Experience is not open to Non-Resident Indians (NRIs), Overseas Citizens of India (OCIs) and Persons of Indian Origin (PIOs).</p> <p>Eligible Persons accessing or seeking to access the Experience shall individually be referred to as “<b>User</b>” and collectively as “<b>Users</b>”.</p> <p>If any Eligible Person has listed his/her phone numbers on the National Do Not Call Registry (“<b>NDNC Registry</b>”), he/she shall de-register from the NDNC Registry prior to accessing the Experience, till the completion of the Experience. Such persons agree not to make any claim or raise any complaint whatsoever against CCIPL in this respect. Please note that persons intending to access the Experience but have not de-registered themselves from the NDNC Registry shall also have no right to make any claim or raise any complaints against CCIPL, if they do or do not receive any call, SMS or WhatsApp notification with respect to any matter pertaining to the Experience.</p>

		<p>By accessing the Experience, each User hereby agrees to receive:</p> <ul style="list-style-type: none"> <li>i. details and information on this Experience, on their respective mobile phones, through WhatsApp notification, SMS, Email, Voice calls or any other media during the entire tenure of the Experience.</li> <li>ii. updates and announcements concerning CCIPL’s products and Experiences, on their respective mobile phones (through SMS, WhatsApp or voice calls) and Email Ids.</li> </ul> <p><b>(“Marketing Communication”)</b></p> <p>The User may opt-out of receiving Marketing Communication from CCIPL at any time by emailing or calling, using the contact information listed below. In such a request, the User must indicate that he/she wishes to stop receiving Marketing Communication from CCIPL.</p> <p>Email: <a href="mailto:indiahelpline@coca-cola.com">indiahelpline@coca-cola.com</a></p> <p>Consumer Helpline: 1800-208-2653</p> <p>Timings:  9:00am–9:00pm (Mon-Sat)  9:00am-6:00pm (Sun)</p> <p>The User hereby agrees that he/she has read and understood the Privacy Policy available on the Experience Platform and provides his/her unconditional consent to collection of his/her personal information namely Name, Mobile Number, Email ID, Address and Location. Further, the User hereby provides his/her consent for storage and processing of his/her personal information collected for the purposes of sending communication including but not limited to Marketing Communication.</p>
6.	<b>Participating in the Experience</b>	<p>Users wishing to enter the Experience can do so only through the Sprite Experience Platform <a href="https://www.coke2home.com/sprite-joke-in-a-bottle/tnc">https://www.coke2home.com/sprite-joke-in-a-bottle/tnc</a>.</p> <p>The User can participate subject to the following terms:</p> <p>Step 1: Buy a Sprite (400ml, 500ml, 600ml and 750ml PET) Experience Product.</p> <p>Step 2: Scan the QR code on the Experience label to visit the official Sprite WhatsApp channel.</p> <p>Step 3: Press Send on the autotyped message on the Sprite channel to begin talking to us. A link to Terms &amp; Conditions and Privacy Policy will be made available here as well. By continuing in the conversation, it will be deemed that you consent to the Terms and Conditions, and to the collection, storage and processing of your personal information as per the Privacy Policy provided therein.</p>

		<p>Step 4: Engage with the WhatsApp channel to listen to jokes by some of India's top comedians. You can choose to listen to jokes in other languages and on a variety of topics.</p> <p>Entry by proxy is not permitted. Users can only enter in their own name. The Users shall be solely responsible for any local calls / STD charges applicable by their telecom service providers on the Experience entries.</p>
7.	<b>Prizes and Winners</b>	NA
8.	<b>Selecting and contacting Eligible Winners</b>	NA
9.	<b>Conditions relating to the Experience(s)</b>	<p>(i)- CCIPL shall not be held responsible for any deficiency, defect, inadequacy, or irregularity in the Experience(s).</p> <p>(ii)- The image of the Comedians depicted on the press ads/posters/TVC's/pack shots etc. are for illustrative purposes only.</p>
10.	<b>Publicity</b>	The Users undertake and irrevocably and unconditionally permit CCIPL to cover the Experience through various media including newspapers, radio, television including news and other channels, internet, point of sale materials, etc., and shall not raise any objection, protest, or demur whatsoever to such coverage or in this regard. Further, the Users also understand and agree that their responses may be publicised as part of this Experience.
11.	<b>Intellectual Property</b>	All rights, title, and interest, including but not limited to the Intellectual Property Rights, in the Experiential material(s), and in any and all responses received, or other materials created during or for the Experience, as a part of the Experience or otherwise, shall vest solely and exclusively with CCIPL at all times. CCIPL or any person or entity permitted by CCIPL in this regard shall be entitled to use any information in connection with the entry in any media for future Experiential, marketing, publicity and any other purpose, without any permission and or payment to the User. CCIPL may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of CCIPL.
12.	<b>General Conditions</b>	<p><b><u>General Terms and Conditions:</u></b></p> <ul style="list-style-type: none"> <li>Each User represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Experience the User warrants that all information provided by User regarding User's name, age, state, city, address, phone number, etc., is true, correct, accurate and complete.</li> </ul>

		<ul style="list-style-type: none"> <li>• CCIPL reserves the right to change, defer, alter or cancel this Experience in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Any decision of CCIPL in this regard and in general with respect to this Experience and the terms and conditions thereto shall be final, binding and non-Offer able.</li> <li>• CCIPL reserves the right to change any details of the Experience, including but not limited to amending these terms and conditions, the type of Experience, term of the Experience. CCIPL reserves the right to amend, temporarily suspend or withdraw the Experience in its absolute discretion provided that CCIPL shall not exercise this right unreasonably.</li> <li>• CCIPL shall not be liable to provide the Experience(s) due to any cause beyond its reasonable control or foresight, including but not limited to, act of god, insurrection or civil disorder, religious strife, war or military operations, terrorist act, partial or total strikes, either internal or external, lock-out, epidemic, blockage of means of transport or of supplies, national or local emergency, earthquake, fire, storm, flood, water damage, governmental, regulatory or legal restrictions, acts or omissions of persons for whom CCIPL is not responsible.</li> <li>• The decision of CCIPL shall be final in all regards and no communication shall be entertained in this regard. None of the provisions of these Terms and Conditions shall be deemed to constitute a partnership or agency between any User and CCIPL and the User shall not have the authority to bind CCIPL in any manner whatsoever.</li> <li>• CCIPL shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Experience due to any government restrictions.</li> <li>• Failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies on the part of CCIPL.</li> <li>• If a User is dissatisfied with the Experience or the Experience rules and/or any content or any requirements of the Experience form, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not participate in the Experience.</li> <li>• If a person chooses to access the Experience chatbot from outside India, he/she shall do so on his/her own initiative and shall be responsible for compliance with applicable local laws of the country.</li> <li>• The Sprite product will be distributed through CCIPL Distributor/dealer.</li> <li>• The participation in the Experience is purely voluntary and the same shall be construed as an acceptance of the terms and conditions stipulated herein.</li> <li>• Release and Limitations of Liability: <ul style="list-style-type: none"> <li>(i) CCIPL shall under no circumstances be liable, whether jointly or severally, for any loss or damage suffered or sustained</li> </ul> </li> </ul>
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		<p>in its sole discretion, to the fullest extent permitted by law (a) to invalidate any customer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Experience, as appropriate.</p> <ul style="list-style-type: none"> <li>• CCIPL is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to User's or any other person's mobile handset or computer related to, or resulting from, participation in this Experience or the downloading of any materials related to this Experience</li> <li>• If for any reason this Experience is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any other causes beyond the reasonable control of CCIPL which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Experience, CCIPL reserves the right in its sole discretion to cancel, terminate, modify or suspend the Experience, subject to any written directions made under applicable State or Territory legislation.</li> <li>• Caution: Any attempt to deliberately damage the official Sprite WhatsApp channel or the information therein, to cause malicious damage or interference with the normal functioning of the official Sprite WhatsApp channel, or to otherwise undermine the legitimate operation of this Experience may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, CCIPL reserves the right to seek damages to the fullest extent permitted by law. If CCIPL suffers loss or incurs any costs in connection with any breach of these Terms or any other legal obligation by a User, the User agrees to indemnify CCIPL for those losses, damages, and costs.</li> <li>• CCIPL, its partners, agents, and distributors accept no responsibility, financial or otherwise for the misuse of the Experience(s) and are not liable for any personal loss or injury and cannot be held responsible for any disagreement concerning quality/ availability of the Experience(s).</li> <li>• CCIPL does not endorse the quality of any of the products or services being offered under the Experience. Any complaints or queries pertaining to the same would have to be taken up directly with the owners of such a product or service.</li> </ul>
<p><b>13.</b></p>	<p><b>Release and Limitations of Liability</b></p>	<p>(i) By entering the Experience, the Users hereby release from and agree to indemnify CCIPL, and/ or any of their respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of or participation in the Experience including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.</p> <p>(ii) CCIPL accept no liability, whether jointly or severally, for any errors or omissions, whether on behalf of themselves or third parties in relation to the Experience.</p>

		<p>(iii) The User(s) shall be solely responsible for any consequences which may arise due to their participation in the Experience by conducting an illegal act. User(s) also undertakes to indemnify CCIPL and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by CCIPL on account of such act on the part of the User. User(s) hereby agree to indemnify, defend and hold harmless CCIPL in case of any loss or liability (including but not limited to liabilities, judgments, damages, losses, fines and penalties, claims, costs and expenses such as attorneys' fees and expenses) or any other loss associated with, arising out of or incidental to their ineligibility to participate, any untoward, rash or negligent act on their part, or non-compliance or alleged non-compliance with these Terms, any other rules, regulations, directives (whether written or verbal) issued by CCIPL from time to time, during the Experience.</p> <p>(iv) To the fullest extent permitted by law, in no event will CCIPL or any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that CCIPL may engage for purposes of the Experience), be liable for any loss or damages (including, without limitation loss of income, profits or goodwill, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the , even if CCIPL has been advised of the possibility of such damages in advance, and all such damages are expressly excluded. The User shall indemnify, defend, and hold CCIPL harmless in the event of there being any third party/entity/organization claims arising from or related to his/her participation in the Experience. In no event shall CCIPL and be liable to any User for acts or omissions arising out of or related to the Experience or his/her participation in the Experience.</p> <p>(v) In consideration of CCIPL allowing the User(s) to take part in the Experience, to the maximum extent permitted by law, the User(s) waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against CCIPL, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the Experience or related to the Experience.</p>
14.	Dispute	<p>(i) The courts of competent jurisdiction at Gurgaon shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Experience.</p> <p>(ii) Participation in the Experience is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this clause.</p> <p>(iii) Further all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and</p>



		obligations of the Users and/or CCIPL and/or partners of this Experience, shall be governed and construed in accordance with the laws of the Republic of India.
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