

## **MONEY BACK CHALLENGE TERMS & CONDITIONS**

1. Lava International Limited ("**Lava**") offers a Unique Money back Challenge ("**Offer**") to its customers. This Offer shall be valid from October 1, 2017 to December 31, 2017 (both days inclusive) ("**Offer Period**").
2. These Offer terms and conditions are in addition to the Amazon.in Conditions of Use & Sale and Privacy Notice to which you agree to by using Amazon.in. In the event of any conflict between the Conditions of Use & Sale and these Offer terms and conditions, these Offer terms and conditions will prevail, only for the purposes of this Offer. Lava may at its sole discretion may also prescribe additional terms and conditions for customers to avail this Offer at its authorized service centre.
3. Under this Offer, any person who: (i) purchases any Lava device listed in Appendix I below during the Offer Period from any third party seller listed on [www.amazon.in](http://www.amazon.in) or its mobile site/ application thereof; and (ii) activates the device within the Offer Period as well; may return the device at the Lava authorized service centre within 30 days of its purchase and receive a refund against the same subject to the Terms and Conditions stated here.
4. Refund amount/ value of the Benefit for each eligible Lava device for which this Offer is provided, is calculated on fair market value including amount adjusted towards a nominal processing fee as detailed in Appendix I below.
5. To avail the Benefit, you may approach the nearest authorized service centre of Lava during the working hours (10:00 am to 6:00 pm) except on week off for the centre (Contact customer care on 18605005001 for week off details). Any expenses that may be incurred by the customer for submitting the handset to the authorized service centre of Lava shall be borne solely by the customer. For availing the Benefit under this Offer, the customer shall be liable to submit the below documents:-
  - Valid Government ID Proof (Passport, Driving License, Election Commission ID Card, Ration Card with Photo, Income Tax PAN Card, Employee ID card issued by Defence, Photo Identity Card (of Central Govt./PSU or State Govt./PSU only), Bank pass book with attested customer photograph and signature, Aadhaar Card/e-Aadhaar letter downloaded from UIDAI website).
  - Original eligible Lava device along with all accessories and package boxes.
6. Refund amount will be given by mode of account payee cheque in favor of customer by Lava's authorized service partner. Customer should ensure that correct beneficiary name is provided to authorized service partner for preparing cheque. Customer should ensure the beneficiary name is captured correctly on job sheet and that same is used for issuing cheque. In case of any discrepancies in the beneficiary name, the customer shall not be entitled to make any claim against Lava or its service centre.
7. On successful refund of the amount under this Offer, the handsets, accessories, board, equipment, submitted by customer at the service centre of Lava shall become property of Lava and customer shall not be entitled to claim any rights upon the same.
8. The Customer shall not be entitled to avail this offer in any of the following conditions:
  - The product's IMEI / serial number have been removed, defaced/ or altered.
  - All Lava original accessories along with the original gift box are not available.

- The product has been subject to use in a manner not according to instructions given in the User / Instruction Manual, mishandled, misused, improper storage, exposure to moisture / dampness, temperature or other such environmental conditions, unauthorized modifications, unauthorized repair including but not limited to the use of unauthorized spare parts in repairs, Acts of God, spill of foods or liquids, maladjustments to consumer controls or other acts which are beyond the resource / controls of Lava, and defects that arise not due to normal wear and tear of the product.
  - The product has been updated with software which was not supplied or authorized by Lava.
  - The product has been used with or connected to an incompatible/ duplicate accessory: (i) not supplied by Lava or its affiliates, (ii) not fit for use with the product or (iii) used otherwise than in manner intended.
  - Performance variations arising due to passage of time, sustained usage and climatic conditions. Any extraneous particle entering the product or damaging its physical property like water, dust, soil, burn or extreme temperature.
9. The customer on his/ her own has to ensure the back-up of the user configuration, user data, settings, 3rd party software / add-ins etc. installed by the customer. Lava or its service centre shall not be liable for providing/ recovering any lost data of the customer.
10. The Offer is open and valid for all the customers, permanently residing in India, and above the age of 18 years as on the start date of this offer.
11. The terms and conditions of this Offer are subject to change, at the absolute discretion of Lava.
12. Customer shall ensure that all documents submitted to authorised service centre are true and accurate. Any liability, consequence or claim arising on account of any incorrect document provided by the customer shall solely be borne by the affected end customer.
13. Customers are advised to check the details of nearest service centre on <http://www.lavamobiles.com/support>.
14. Product warranty shall be regulated by the terms and conditions mentioned on the warranty card of respective products.
15. This Offer is provided by Lava to the total exclusion of Amazon Seller Services Private Limited or any of its affiliates (collectively, "**Amazon**"). Customers are not bound in any way to participate in this Offer. Any participation is voluntary and the Offer is being made purely on a best effort basis. By participating in this Offer, you hereby agree that Amazon will not be liable in any manner whatsoever for any matter in connection with this Offer or the Benefits provided by Lava. These terms and conditions are displayed on an as-is basis and Amazon will not be liable for any loss or damage incurred by you by placing reliance on these terms and conditions. All disputes between the customers and Lava will be resolved inter se and Amazon will not mediate or resolve any dispute or disagreement between the customers and Lava.

16. This Offer cannot be combined with any other offer (apart from applicable warranty policy) that may be available or introduced by Lava.
17. By participating in this Offer, all eligible customers agree to be bound by these terms and conditions including any modifications, alterations or updates that may be made by Lava. Lava shall not be liable or responsible to the customer for any indirect or consequential loss or damage.
18. Lava reserves the right to amend, modify, cancel, update or withdraw this Offer at any time without notice. Upon such premature suspension, inconvenience, cessation, withdrawal, termination or closure of the Offer, no person shall be entitled to claim loss of any kind whatsoever.
19. Lava reserves the right, in its sole discretion, to disqualify any customer that tampers or attempts to tamper with the deals/ offers or violates these terms and conditions or acts in a disruptive manner.
20. If Lava has suspicion or knowledge, that any customer has been involved in any fraudulent or illegal activity directly or indirectly and/or is using the product for illegal purposes, then Lava reserves the right to disqualify that customer.
21. Lava shall not be liable for any loss or damage due to Act of God, Governmental actions, force majeure circumstances, or any other reason beyond its control, and shall not be liable to pay any monetary compensation or otherwise for the same.
22. Customer hereby agree to indemnify and keep Lava harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorneys fee) that may be suffered by Lava as a consequence of (i) violation of terms of these terms and conditions; (ii) violation of applicable laws; (iii) any action or inaction resulting in willful misconduct or negligence on the part of customer.
23. Lava does not hereby warrant that the Lava's call center will run concurrently and error free during and/or after the Offer and Lava shall not be directly liable for issues related to technical and/or human error whatsoever. However, Lava shall work towards the best interest of the customer.
24. This Offer is subject to the laws of India and all disputes arising hereunder shall be subject to the jurisdiction of courts, tribunals or any other applicable forum at New Delhi only.
25. For any queries and details kindly call LAVA's consumer care at toll free number 18605005001.

\*Appendix I

Model	ROP	Customer Refund Price/ Benefit under the Offer
Z25	14990	13275
Z90	10750	9520
Z10_3GB	9990	8850
Z80	9000	7970
Z10	8990	7965
Z70	8000	7085
A97_2GB+	6600	5885
A97_2GB	6300	5495
Z60	5500	4870
A97	5300	4660
A97 IPS and IPS Signature	5300	4710
A77	4900	4270
A44	4200	3730
A52	3050	2650
KKT40 POWER+	1600	1350
KKT34 POWER	1500	1265
SPARK CURVY+	1500	1260
SPARK I7	1450	1225
ARC ONE+	1350	1130
ARC ONE+ (Gold)	1350	1155
KKT PEARL	1300	1065
Pearl FM	1300	1080
ARC 101	1150	990
KKT 9S	1000	825
Captain 9s	950	790
CAPTAIN K1+	900	765
CAPTAIN N1 (Gold)	850	710
Captain 4i	850	715
CAPTAIN N1	800	675