

“MERA WALA SHADE”

The Mera Wala Shade (MWS) page is a recreational program created and hosted by Asian Paints Ltd. (AP) on its website www.asianpaints.com, where users may access, explore, and customize different shades based on their personalities.

Users can customize shades based on certain select personality types; explore and customize the shade and name the shades. Users may choose to share the image of customized shade on social media through the in-built functionality of the MWS page.

Upon creating and naming the shade, users will have below options:

- i. Option 1 or the “**Regular purchase**” where users may pay a nominal fee of Rs. 250/- and will be provided with a colour technical data sheet and customized shade swatch.
- ii. Option 2 or the “**Royal purchase**” where users may pay Rs.999/- and will be provided with color technical data sheet, customized shade swatch, a customized shade kit, Rs 3000 safe painting service voucher for Royale Play texture and Wallpaper and Royale Book of Colors.

Upon purchase, users will receive a colour technical data sheet (among other goodies in a kit as specified hereinafter). The data sheet can be presented to stockists / dealers to get *Asian Paints Royale Glitz* paint tinted in the customized shade.

Users also have the option of purchasing the customized tinted shade of ***Asian Paints Royale Glitz*** paint in the desired quantity through stockists and dealers as per their location; enabling users to have their walls painted in the customized shades.

Note: The customized shade can only be tinted in Asian Paints *Royale Glitz Ultra Sheen* and Asian Paints *Royale Glitz Ultra Matt* products and not for any other paints sold by AP. Currently, the option to tint the customized shade is not available for any other paints sold by AP.

TERMS OF USE & DISCLAIMER:

By accessing and using the Mera Wala Shade page (“**MWS page**”), you confirm that you have read, understood and accepted (unconditionally and irrevocably) these Terms & Conditions pertaining to the use of this MWS page (“T&C”) which, along with the Terms of Use & Disclaimer (Terms of Use) published on the website www.asianpaint.com, shall govern any use of this page and constitute a binding agreement between Asian Paints Ltd. (“AP”) and the person accessing this MWS page/site (User).

1. By accessing and using this page, User represents that they are at least 18 years of age and competent to enter into a legally binding and enforceable contract.
2. Users expressly agree and hereby grant to AP their consent to the collection, storage, use and / or processing of your information by AP for the purpose of this MWS Page or for any of the below purposes:
 - (i) Communicating or Corresponding with the User
 - (ii) Carrying out marketing and market research activities, or
 - (iii) Providing the User with information about products and services, or

- (iv) Processing transactions and performing all other actions as required under this MWS program including couriering the Kit to User, or
 - (v) Complying with legal and regulatory requirements.
3. The MWS page is intended for recreation and entertainment only. It allows the User to create shades and name them subject to availability. Once a specific shade is created and/ or named, such shade and / or name shall not be available to any other User. Therefore, this facility of creation / naming the shade will be available strictly on a “first come first served” basis. User further understands that they will not have any ownership or any other rights on the shade so created and the shade itself as well as the shade name will belong to AP.
 4. This MWS page is intended to facilitate the User in creating custom shades of their choice. User agrees and undertakes that they shall use the MWS page/site for their personal use only.
 5. PAYMENT: The User understands that the payment made to AP covers only (depending on the User’s choice):
 - a. in case of a “**Regular purchase**”: payment for the colour technical data sheet and customized shade swatch, or
 - b. in case of a “**Royal purchase**”: payment for colour technical data sheet, customized shade swatch, a customized shade kit, Rs 3000 safe painting service voucher for Royale Play texture and Wallpaper and Royale Book of Colors (“Kit”),
 6. Currently, the option of purchasing the customized shade is only available for **Asian Paints Royale Glitz** paint.
 7. Users may choose to purchase the shade in the desired quantity through stockists and dealers closest to their location. They may purchase the paint through the dealer / stockist by paying the appropriate consideration or the maximum retail price (MRP).
 8. Colour shades created / displayed on the MWS page are strictly indicative and not precise representations of actual end paint shade. Shades may vary based on different lighting sources and/ or conditions, monitor / screen resolution of device used. Minor colour differences between colour swatches, colour cards, the colour sample product and the final selected product may occur due to lighting differences. It is recommended to test out the shade on a small area of the painting site before large scale application.
 9. WARRANTY: It is understood that standard warranty as provided by AP on **Asian Paints Royale Glitz** paint product along with associated terms and conditions shall be applicable in this regard and no separate or specific warranty / guarantee will be provided by AP in regard to the MWS program. AP’s liability shall only be limited to *product failure or paint failure* as defined in the warranty document and shall be subject to the terms and conditions of warranty and its exclusions. Under no event shall AP be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages and quality issues, whatsoever.
 10. User agrees and undertakes that, in naming the shades, they shall not use any language, term or terminology which is:
 - i. Abusive, Objectionable, Unparliamentary, Obscene, Indecent, Pornographic, Profane, Sexually Explicit, Lewd or Suggestive

- ii. Disrespectful, Offensive, Derogatory, Inflammatory, Fraudulent, Slanderous, Libelous, Defamatory, Disparaging of others.
 - iii. Opposed to Public Order or Morality or Outraging Women's Modesty.
 - iv. Disrespectful or Hurtful to any Religion, Caste, Custom or Traditions.
 - v. In violation of applicable Intellectual Property, Publicity, or Privacy rights, Personality rights, etc.
 - vi. Or may be construed as Inciting Hatred, Religious Riots, Violence, etc.
11. To the extent permitted by law, AP excludes all warranties and representations (whether express or implied) and its liability (including without limitation for negligence) regarding the MWS page/program.
12. AP disclaims all responsibility and liability w. r. t. Users' choice of names for the shades and / or access to and posts on social media. Use of any links to social media sites will be strictly at Users risk. Users shall assume full responsibility and risk of loss resulting from their access and/or use of any sites, information, other communications, content or other material (including, but not limited to, software or malware) accessed through or obtained by means of the MWS page.
13. User shall indemnify AP (and continue to keep indemnified at all time hereafter), for any acts, matters or things done or omitted or neglected to be done by the User, or for any contraventions of any provisions of any Acts, Rules, Regulations, Notifications issued by the Central or State Governments or statutory, regulatory or local authorities by the User. User hereby absolves AP from all responsibility and/or liabilities arising out of or in connection with the aforesaid contravention or acts, matters or things done omitted or neglected to be done by the User or on their behalf including any acts, social media postings and in the use of the MWS page.
14. Intellectual Property and Ownership:
- i. AP shall always have complete and absolute ownership in its proprietary information, data and formulations in the shades and nothing in these terms shall be construed as intended to transfer or assign ownership in AP's proprietary information or Intellectual Property to the User.
 - ii. By accessing and using this MWS page/program, the Users are merely being allowed to play with colour combinations and spectrums to customize shades. The MWS page is for recreational / entertainment purposes only, and AP shall continue to retain ownership in the shades, paint formulations as well as the shade names created on the said page.
 - iii. In the event and to the extent that any shade or shade name, as customized by the User, is deemed by applicable intellectual property laws, to be owned by User, the User hereby transfer and assigns, unconditionally, irrevocably and perpetually all such rights in favour of AP, on a worldwide basis, in all medium, currently known and hereafter discovered. The User hereby waives all rights and ownership in the shades / shade names in favour of AP.
 - iv. AP shall always have all rights to recreate, make, rename, sell, offer for sale, discontinue, or withdraw from sale, or otherwise exploit commercially any shade or shade name created on the MWS page / program including the right to register or not register the same as trademark, promote/publish on social or such other media at its sole discretion without prior intimation to or permission from User.
15. Any sense of loss or outrage or dissatisfaction felt by the User in using the MWS page/program or not being able to name the shade as per User's choice or not being able to create the desired shade shall

not be the responsibility of AP and AP will not be liable to make good any such loss or dissatisfaction. AP's decision in this regard shall be final and binding on the User.

16. AP is not responsible for any technical problems, network issues, and disruptions which may affect, restrict, or delay access to MWS page and impact usage.
17. AP reserves the right to update, modify, amend, or alter the MSW page, program as well as these T&Cs from time to time, without any prior notice to the User.
18. In case of any grievance, feedback or for queries related the MWS page/program, you can reach out to the Asian Paints customer care helpline on 1800-210-0774 or write to customercare@asianpaints.com.
19. **Governing Law and Jurisdiction:**
These Terms of Use shall be governed and construed in accordance with the laws in India. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.