

Terms and Conditions for the 'Meet & Greet and Match Tickets' Contest

1. Introduction:

Mahindra & Mahindra Ltd. ("M&M" / "Mahindra") introduces the 'Meet & Greet and Match Tickets' Contest ("Contest") during the offer period from 1st April 2023 to 21st May 2023 ("Contest Period").

2. Eligibility:

- (a) This free-to-enter promotional contest is open to all Indian residents aged 18 years and above, who have valid identification as to the citizenship of India and consent for capturing their Personal Information to be participants in Contest, except employees of M&M and subsidiaries, their families, Dealers, Dealer Employees, channel partners, Sales Executives of Dealerships, and their families ("**Eligible Participant**").
- (b) "Winner" means the Eligible Participant who complies with this terms and conditions ("T&C"/ "Terms and Conditions") of the Contest and is selected by M&M basis his/her entry in relation to the Contest.

3. How to Participate:

A. Steps to Participate: To participate, all Eligible Participants must follow the below 2 steps:

- **STEP 1:** Visit your nearby registered Mahindra Dealership and take a test drive of either the XUV400, Mahindra Thar, Scorpio-N, XUV700 or XUV300
- **STEP 2:** Post a video of your test drive experience on your social media, tag Mahindra Auto, the Dealership and use the hashtags #TestWithTheBest, #ExploreTheImpossible

4. Selection of the Winner(s) shall be at the sole discretion of M&M, using a pre-defined process, as further specified in Section 6 below.
5. Dealership will reach out to the Winners who have been selected by M&M and they will have to share all documentation required by M&M.

6. Prizes:

The gratification for the Contest i.e., the Prizes shall be the below:

- M&M will select a winner through a lucky draw from the participants who qualify
- Winner will be eligible to choose between two prizes (any 1 of the below):
 - (i) Prize 1: tickets to any IPL match as decided by M&M; or
 - (ii) Prize 2: chance to meet and greet with select players of IPL teams in select cities
- Exclusions of Prize: Flight/travel tickets and accommodation to and from the venue of the match
- M&M shall have sole discretion to decide whether the Winner will qualify for Prize 1 or Prize 2
- Match tickets are applicable for Mumbai, Delhi, Jaipur, and Bangalore regions only. Any travel and/or stay costs for attending matches will have to be borne by the Winners themselves
- Meet & greet event rewards are valid throughout India and will be determined by M&M. All Travel arrangements for meet & greet will be done by M&M as per its internal policy, for Winners traveling to the city where the event will be hosted

7. How to Claim Prize?

- Winners must claim the Prizes in the manner communicated by M&M or respective Dealership. In case the Winner fails to claim the Prize on or before the date specified by M&M, for any reasons whatsoever, he/she shall be deemed to have surrendered the Prize under this Contest and shall have no claims in the Prize or any other money compensation or otherwise.

- The Winners shall be required to provide self-attested proof of identity, confirmation of his/her mobile number along with the auto-response received acknowledging his/her participation, along with other documentation as communicated by M&M or Dealership
- Incomplete / rejected / invalid / returned /disputed or unauthorized/ fraudulent/incomplete documents or information to claim the Prizes will not be accepted for redemption of prizes

8. Selection and Declaration of Winner:

- The Eligible Participants shall be shortlisted basis correct entries, as well as draw of lots, which shall be conducted by an internal jury of M&M. The jury shall be decided by M&M and decision of the Jury shall be final and binding on all the Eligible Participants. Eligible Participant will have no right or authority to identify and/ or question the jury or the decision of M&M in this regard.
- The names of the Winners shall be announced via an email and/or a phone call by the respective Dealership.
- M&M representative or the Dealership may ask the Winner(s) to share their bites on winning the contest for digital use. Any information / comments / data that is shared by the Eligible Participants shall become the property of M&M and M&M shall be free to use such data in any of their promotional / marketing / website use, without any compensation to participants in cash / kind.
- The Prizes and its benefits are non-transferable, non-negotiable and cannot be exchanged for cash or kind. The Winner shall not be permitted to sell the prize to any third party or register the prize under any other name/entity.

9. Other Terms and Conditions:

- Participation in the Contest is purely voluntary and at the sole discretion of the person / individual. By entering the Contest, all Eligible Participants accept and agree that he/she has understood and is bound by the T&Cs contained herein. Non-acceptance of any of these T&Cs will result in disqualification from the Contest.
- M&M recommends the Eligible Participant to read these Terms & conditions carefully each time they access the website, as the T&C are subject to change.
- These Terms & Conditions, as well as the Company's privacy policy available at <https://auto.mahindra.com/privacy-policy> and form a legally binding agreement between the participant and the Company.
- By participating in this Contest, every Eligible Participant agrees to allow use of his or her name and / or public profile picture/photograph for advertising or in any contest-related announcements M&M shall be free to use these on any of our social media platforms or similar promotions / marketing use. The Participation agrees and confirms that no compensation in cash and / or kind shall be paid to the Eligible Participants for the aforesaid data.
- All Prizes shall be subject to Indian laws, including tax regulation, as and when applicable. All applicable taxes, levies, charges, and incidental costs including TDS, if applicable on any prize, will have to be borne by the Winner. Any other deductions are applicable under the provisions of law shall be made at source before refunding the amount to the Winners.
- All the government taxes including gift taxes will be borne by the Winners. Winners must bear the payment of applicable taxes to avail the prizes. Taxes, if any, shall be paid prior to claiming the prize, as and when applicable. If the Eligible Participant is unable to make payment towards any charges or statutory requirements, then such Eligible Participant may be disqualified on this ground and the Eligible Participant shall have no right towards the prize.
- M&M reserves the right to change, curtail or discontinue the Contest and/or change the Prizes at any point of time without any notice. Decision of M&M shall be final in all respects and binding on all Eligible Participants to the Contest and no correspondence whatsoever will be entertained in this regard, and on occurrence of such an event M&M shall not be liable for any loss or damage arising due to a force majeure event and shall not be liable to pay any amount as compensation or otherwise for any such loss.

- M&M reserves the right to disqualify the Winner from the benefits of the Prize, if any fraudulent activity is identified as being carried out by the Winner for the purpose of availing the benefits under the Prize or if the Winner is unable to provide any of the documents requested by M&M.
- Eligible Participants are solely responsible for time taken with regards to bandwidth connectivity and/or any other internet related issues during the contest entry submission.
- Any fake profile which is set up for the purpose of competing in Contest will be automatically disqualified.
- The Company reserves its right to disqualify any entry if it's not deemed suitable for the contest.
- Selection of Winner shall be at sole discretion of the Company. M&M reserves the right to disqualify any inappropriate entry.
- This Contest is in no way sponsored, endorsed, or administered by, or associated with, any social media platforms whatsoever. Eligible Participants are providing their information to M&M and not to any social media platforms.
- At any time, M&M reserves the right to update and/or amend all or any of these terms without further notice to the Eligible Participant.
- M&M shall not be held liable if the communication pertaining to the winning entry doesn't reach intended participant for any reasons whatsoever including but not limited to the following reasons:
 - Bandwidth problem of the mailbox/server of the host
 - Incorrect e-mail address and Mobile number given at the time of submitting entry
 - Inbox of the recipient being full/having insufficient space
 - Any other reason, technical or otherwise, beyond the control of M&M.
- M&M reserves the right to suspend, shorten, modify, extend, or cancel the Contest at any time without any prior notice at its sole discretion.
- The entries submitted by any Eligible Participant under this Contest or otherwise shall be treated as his / her own independent personal views and submissions; M&M and/or its affiliates do not acknowledge or agree with any such content and further shall not be held liable for any defamatory, abusive language used and loss occurring to any third party.
- Eligible Participant warrants that the entries as submitted are original works, and in no manner infringe on any third party's intellectual or privacy rights. Participant keeps the Company fully indemnified against any third-party action or claim arising out of infringement of any such third party intellectual or privacy rights.
- Eligible Participant shall indemnify M&M or its affiliate from any loss that may occur to M&M due to non-adherence to these T&Cs or due to submission of abusive, defamatory content submitted for the contest.
- M&M does not exercise any control, nor does it have the means for exercising this control, amongst others, regarding the quality, originality, authenticity, legality, security or validity of the contest entries.
- M&M reserves the right to remove, refuse or cancel access to any Eligible Participant without any reason therefore and shall be under no obligation to provide any benefits accrued under the contest.
- The Eligible Participant shall not, without any valid license or authorization, use the intellectual property rights belonging to M&M and/or third parties.
- Contest is subject to Force Majeure events and situations beyond control of M&M and/or its affiliates.
- M&M takes no responsibility for the damages that the Eligible Participant may suffer due to errors or omissions affecting website content.
- Eligible Participant hereby authorizes M&M to communicate with him / her from time to time about the matters connected with the Contest.
- Eligible Participant unconditionally agrees that he/ she shall not:
 - a) do anything which violates any of the terms contained herein.
 - b) make any misrepresentation.
 - c) do anything that does not comply with generally accepted internet etiquette including (without limitation) the excessive use of inflammatory or antagonistic criticism ("flaming"), or wastefully and unnecessarily including previous communications in any postings.

- d) perform system abuse.
 - e) propagate, distribute, or transmit Destructive Code, whether or not damage is actually caused thereby.
 - f) Post abusive, obscene, threatening, harassing, defamatory, libelous, offensive, or sexually explicit material.
 - g) Intentionally make false or misleading statements.
 - h) Offer to sell or buy any product or service.
 - i) Post material that infringes copyright.
 - j) Post information that he/ she knows to be confidential or sensitive or otherwise in breach of the law.
 - k) Copy information which is the property of M&M including Eligible Participant's data or comments or post such information in any website or webpage.
- M&M reserves the right to offer the Prize to other Eligible Participants should a Winner be unable, for any reason, to accept the Prizes under this Contest.
 - Eligible Participants agree to make themselves available for publicity purposes if requested by M&M and agree to the use of their image and quotes for such publicity.
 - Whenever called for, Eligible Participant will be required to complete all formalities as may be communicated by M&M and/or its affiliate including but not limited to providing his/her authentic and correct information, failing which he/she shall be disqualified at any time or at any stage. In case false information is revealed at any time after participation, the Eligible Participant shall be liable to return all benefits provided under the Contests and subject to cost, if any.
 - M&M reserves the right to restrict / bar any person from participating in the Contest without quoting any reasons for such rejection.
 - Eligible Participants found indulging in any malpractices such as cheating or creating dubious profiles etc., shall be disqualified from the contest at any time and shall not be eligible for any Prize.
 - In the event of a dispute the decision by M&M is final and binding and no correspondence will be entertained in this regard. These Terms & Conditions and the Contest shall be governed by Indian laws only. Any claim, dispute or lawsuit arising in connection with them, or the Contest shall solely be subject to the jurisdiction of the Courts of Mumbai.
 - This Contest is not applicable in any country outside the Indian jurisdiction and within the Indian jurisdiction if the State Law does not permit such contest.
 - The Winners shall be contacted on the mobile number shared by them during contest participation. M&M shall not be liable in any manner whatsoever for any Eligible Participant who cannot be contacted on the mobile number from which the SMS was received or if the mobile number is incorrect.
 - The Prize Winners shall execute all such documentation as deemed necessary by M&M and allow M&M and their assignees to use, display, copy, modify, distribute, publish, sell, assign, exchange, license, sub-license, in all and all locations, in any medium, form or format, in any number, the picture, image or likeness and the reproductions of the Winner, and any biographical information furnished by the Winner to M&M.
 - The information willingly provided by the Eligible Participant can be used by M&M in future for any lawful purpose as deemed fit by M&M, without any compensation to the Eligible Participant whatsoever.