

## WithYouHamesha 15<sup>th</sup> May to 31<sup>st</sup> July Customer Offer

### TERMS & CONDITIONS

WYH Customer Offer (hereinafter referred to and in as 'Contest') is a campaign by Mahindra & Mahindra Ltd., a company incorporated under the Indian Companies Act, 1913 with its registered office at Gateway Building, Apollo Bunder, Mumbai – 400 001, hereinafter referred to as "Mahindra/M&M" (which context shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in business and permitted assigns).

This Contest shall be governed by the following T&C's:

1. Who can participate/Eligibility Criteria:

1. All customers owning a Mahindra Vehicle from M&M's personal range of products (KUV100, TUV300, XUV500, Scorpio, Quanto, Verito, Logan, Bolero, Xylo, E20, E20 Plus, NuvoSport, Rexton) hereinafter referred to and in as Vehicle(s), are eligible for participation.
2. Customers can avail the benefits of the offer, while booking a service for his/her M&M Vehicle via the WYH App/Website for at any Mahindra Authorized Workshops, across India.
3. The term of this Contest is valid from 15<sup>th</sup> May 2018 to 31<sup>st</sup> July 2018. (Term).
4. This Contest is applicable across M&M's authorised workshop pan-India.

2. Prizes:

1. All eligible participants shall get an opportunity to win Prize(s), which are being offered on this Contest by Mahindra.
  2. The prizes on offer to eligible participants are as follows: 1000 Amazon vouchers worth Rs.500 each. The lucky participants will get 1 voucher worth Rs.500. In-total 1000 vouchers are available for the contest.
  3. The terms & conditions for the voucher can be read through the Terms & Conditions mentioned by Amazon mentioned the link below.  
<https://www.amazon.in/gp/help/customer/display.html?nodeId=201522810>
  4. The Prizes offered by Mahindra under this Contest cannot be given in cash.
  5. Mahindra reserves the right to change any of the benefits/prizes, and/or the conditions related to the benefits offered under this Contest at its sole discretion.
  6. Each Prize being offered to the eligible participant under this initiative is supplied by a third party, and the quality, originality, authenticity, legality, security, validity, timeliness and realization of the benefits will be the responsibility of this party. Mahindra does not exercise any control, nor does it have any means for exercising control and nor does it hold any responsibility and/or liability against any conflicts/disagreements/issues arising out of and/or arising out of agreement between the customer and the respective third party. The list of third parties is mentioned below. The terms and conditions related to the benefits will be as per the third party.
3. Mahindra reserves the right to suspend, shorten, modify, extend the duration of the Contest or cancel the contest at its sole discretion.
  4. Mahindra shall not be held liable if the eligible Prize(s) doesn't reach intended winner for any of the following reasons as mentioned:
    1. Incorrect and/or incomplete address, contact details and/or e-mail address given at the time of submitting entry.
    2. Any other reason, technical or otherwise, beyond the control of Mahindra.
  5. Mahindra recommends the participant to read these Terms & Conditions carefully each time they visit the nearest Mahindra dealership.
  6. Mahindra reserves the right to modify these Terms & Conditions without any prior notice. However, an updated version of the same shall be permanently available at all our authorized dealerships.

7. Participant shall indemnify Mahindra and/or its affiliate from any loss that may occur to Mahindra due to non-adherence to these terms and conditions or due to submission of abusive, defamatory content submitted for the Contest.
8. Delivery of the Prize(s) to the winners shall be done at the sole discretion of Mahindra.
9. The participant shall not, without any valid license or authorization, use the intellectual property rights belonging to Mahindra and/or third parties.
10. This Contest is subject to force majeure events and situations beyond control of Mahindra and/or its affiliates.
11. Participant hereby authorizes Mahindra to communicate with him / her from time to time about the matters connected with the initiative on the registered e-mail address/phone number/address.
12. Participant unconditionally agrees that he/ she shall not:
  1. do anything which violates any of the Terms & Conditions;
  2. make any misrepresentation;
  3. 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 in any public platforms including but not limited to social media platforms
  4. perform system abuse;
  5. propagate, distribute or transmit Destructive Code, whether or not damage is actually caused thereby;
  6. Post abusive, obscene, threatening, harassing, defamatory, libelous, offensive or sexually explicit material.
  7. Intentionally make false or misleading statements.
  8. Offer to sell or buy any product or service.
  9. Post material that infringes copyright.
  10. Post information that he/ she knows to be confidential or sensitive or otherwise in breach of the law.
13. Participants agree to make themselves available for publicity purposes if requested by Mahindra and agree to the use of their image and quotes for such publicity.
14. In the event of a dispute the decision by Mahindra will be final and binding and no correspondences whatsoever will be entertained in this regard.
15. Whenever called for, Participant will be required to complete all formalities as may be communicated by Mahindra 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 Participant shall be liable to return all the Prize(s) provided under the Contest
16. Mahindra reserves the right to restrict / bar any person from participating in the Contest without quoting any reasons for the same.
17. Participants found indulging in any malpractices such as cheating or creating dubious profiles etc., shall be disqualified from the offer at any time and shall not be eligible for any benefits/Prizes.
18. These Terms & Conditions and the Contest are been governed by the laws of Republic of India only. Any and all claim, dispute or lawsuit arising in connection with them or the Offer shall solely be subject to the exclusive jurisdiction of the Courts of Mumbai.
19. It is assumed that the Participants who have successfully submitted their entry have read the Terms & Condition and agree to it without any conditions.
20. This Contest is not available and/or applicable in a country outside India, any state of India except for Mumbai, Pune, Bangalore and Hyderabad or other country if it is prohibited by law there.
21. Mahindra shall not be responsible for any loss or damage due to Act of God, Governmental action, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for the same.
22. Mahindra shall not be liable under any circumstances towards any loss or damage or expenses or cost or any third party liability, whether directly or indirectly, arising out or in relation to use or availing of any benefits and/or in connection with the said benefits as the case may be.
23. The beneficiaries/winners shall be contacted on the mobile number shared by them during offer participation. Mahindra shall not be liable in any manner whatsoever for any Participant who cannot

be contacted on the mobile number from which the SMS was received or if the mobile number is incorrect.

24. The participants shall execute all such documentation as deemed necessary by Mahindra and allow Mahindra 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 Mahindra.
25. The participants 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, proof of residence and all other documentation as required by law during the time of delivery of Prize(s)
26. Participants must claim the benefits in the manner communicated by Mahindra. In case the winner fails to claim the benefits on or before the specified date, he/she shall be deemed to have surrendered the benefit.
27. The database of mobile numbers can be used by Mahindra in future for any lawful purpose as deemed fit by Mahindra.
28. Participation in the Contest is purely voluntary and at the sole discretion of the participating individual.
29. Participant agrees that he / she has understood and is bound by the terms and conditions set out herein above.