

## **TERMS & CONDITIONS: “Off road with Gul Panag” CONTEST:**

### **1. Who can participate:**

- Any person, in India or abroad, can participate in this contest.
- The meet with Gul Panag will be at a location in Mumbai, irrespective of the location of the Grand Prize Winner.
- Mahindra & Mahindra Ltd. employees & employees of suppliers/agencies to Mahindra & Mahindra Ltd. cannot participate in this contest.

### **2. How to participate:**

1. There is no entry fee for participation.
2. Person can take part in contest multiple times during the duration of the contest.
3. Participants need to answer all the questions on [www.mahindrascorpio.com/gulpanag-lp/](http://www.mahindrascorpio.com/gulpanag-lp/) and enter their valid contact details to qualify for contest.
4. Participants are solely responsible for time taken with regard to bandwidth connectivity and/or any other internet related issues during the contest entry submission.

### **3. Prize:**

- 1st Prize – Meeting with Gul Panag ( 1 Winner)
- Runner-up ( multiple winner)
- The grand prize is a meeting with Gul Panag.
- **Scorpio Merchandise:** Merchandise will be as per the version, specification and model chosen by Mahindra. It will be shipped by a courier of Mahindra’s choice to the address provided by the winner. The courier company will do its best to deliver the prize in standard number of attempts as per company’s policy.

### **Winner Selection**

- Grand prize: The winner will be decided on the basis of the entry which has all the questions answered correctly.
- The jury shall be decided by Mahindra and the decision of the Jury shall be final & binding.

### **4. Duration of contest:**

- Contest will be open from 27<sup>th</sup> March 2015 to 16<sup>th</sup> April 2015. Opening and closing time will be IST.

5. **Mahindra shall not be held liable if the communication pertaining to the winning entry doesn't reach intended<sup>d</sup> participant for any of the following reasons as mentioned:**
- 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 Mahindra.
6. Mahindra reserves the right to suspend, shorten, modify, extend or cancel the contest at its sole discretion.
7. Mahindra recommends the participant to read these Terms & conditions carefully each time they access the website.
8. Mahindra reserves the right to modify these Terms & Conditions without any prior notice. An updated version of the same shall be permanently available on the website.
9. Participation in the **"Off road with Gul Panag "** (hereinafter referred as "Contest"), is purely voluntary and at the sole discretion of the person / individual. Participant agrees that he / she has understood and is bound by the terms and conditions set out herein.
10. The entries submitted by any individual under this contest or otherwise shall be treated as his / her own independent personal views and submissions; Mahindra 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.
11. Participant shall indemnify Mahindra 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.
12. Winner selection shall be done at the sole discretion of Mahindra.
13. Mahindra 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.
14. Mahindra reserves the right to remove, refuse or cancel access to any participant without any reason therefore and shall be under no obligation to provide any benefits accrued under the contest.
15. The participant shall not, without any valid license or authorization, use the intellectual property rights belonging to Mahindra and/or third parties.
16. Contest is subject to force majeure events and situations beyond control of Mahindra and/or its affiliates.

Other Terms & conditions

1. Mahindra takes no responsibility for the damages that the user may suffer due to errors or omissions affecting website content.
2. Participant hereby authorises Mahindra to communicate with him / her from time to time about the matters connected with the Contest.
3. Participant unconditionally agrees that he/ she shall not:
  - i. do anything which violates any of the Terms;
  - ii. make any misrepresentation;
  - iii. 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;
  - iv. perform system abuse;
  - v. propagate, distribute or transmit Destructive Code, whether or not damage is actually caused thereby;
  - vi. Post abusive, obscene, threatening, harassing, defamatory, libelous, offensive or sexually explicit material.
  - vii. Intentionally make false or misleading statements.
  - viii. Offer to sell or buy any product or service.
  - ix. Post material that infringes copyright.
  - x. Post information that he/ she knows to be confidential or sensitive or otherwise in breach of the law.
4. There is no cash alternative and the prize / benefits are not transferable. Mahindra reserves the right to change any prize / benefits of the contest at any time without any prior notice or consultation.
5. Mahindra reserves the right to offer the prize to other entrants should a winner be unable, for any reason, to accept the prize.
6. 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.
7. In the event of a dispute the decision by Mahindra is final and binding and no correspondence will be entertained in this regard.
8. All rights as to choosing the winner vest with Mahindra and shall be done as per the procedure adopted by Mahindra with or without supervision of any third party.
9. 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 benefits provided under the Contests.
10. Mahindra reserves the right to restrict / bar any person from participating in the Contest without quoting any reasons for the same.

11. The Contest can be discontinued or modified at any time at the sole discretion of Mahindra without stating any reasons; no claim in this regard shall be entertained.
12. 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.
13. These Terms & Conditions and the Contest shall be governed by Indian law 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.
14. All the content entered by participant becomes Mahindra property and can be used by the company as, where & when they deem appropriate.
15. It's assumed that the Participants who have successfully submitted their entry have read the Terms & Condition and agree to it without any conditions.
16. This Offer is not applicable in a country outside India, any state of India or other country if it is prohibited by law there
17. All disputes relating to this Offer shall be subject to the exclusive jurisdiction of Courts at Mumbai only to the exclusion of all other courts
18. Mahindra is neither responsible for guaranteeing the quality of the prizes nor is liable for any deficiencies/ defects in the same. Mahindra will not be responsible for any guarantee/ warranty/ terms and conditions the Offer partners may make in relation to the products/ services Offered by them. The prizes shall be governed by the warranty policy for the said prize.
19. 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.
20. 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 prizes and/or in connection with the said prizes as the case may be.
21. The names of the winners shall be announced on the URL [www.mahindrascorpio.com/gulpanag-lp](http://www.mahindrascorpio.com/gulpanag-lp) and/or in any other manner / medium as deemed appropriate by Mahindra.
22. The winners shall be contacted on the mobile number shared by them during contest 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.
23. The prize winners 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.
24. 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, proof of residence and all other documentation as required by law.
25. 8-10 weeks shall be allowed for the delivery of the Grand prize to the winners.
  26. Winners must claim the prize in the manner communicated by Mahindra. In case the winner fails to claim the prize on or before the specified date, he/she shall be deemed to have surrendered the prize.
  27. In case the winner is a minor, a parent or a legal guardian will be eligible to collect the prize on behalf of the minor, subject to verification as abovementioned.
  28. The database of mobile numbers can be used by Mahindra in future for any lawful purpose as deemed fit by Mahindra.