## Terms & Conditions

- 1. The Organiser of the Contest is \_\_Honda Motorcycle and Scooter India Pvt. Ltd ("Organiser") (hereon called HMSI). All activities in relation to the contest and administration of the same shall be in accordance with the guidelines of the Organiser.
- The "Combi Brake- Test Yourself Contest" Contest shall run from 12/09/2016 to 31/10/2016. (" the Contest Period"). HMSI can curtail or extend the Contest Period, as it deems necessary at any point of time during the Contest Period.
- 3. The Contest shall be valid in India only.
- 4. Unless otherwise prescribed in the Contest Details, to enter the Contest, entrants must be a minimum of Eighteen (18) years of age or over at the date of entry.
- 5. The following categories of persons are not eligible to enter the Contest: HMSI employees (including their immediate families) of Organizer and its respective divisions, affiliates, authorized dealers/distributors, agents; suppliers of the Prize/ticket(s); and any other company professionally connected with this Contest. All entrants shall be responsible for ensuring that their entry and/or acceptance of the Prize/ticket (as defined below) does not contravene any local laws or regulations. This Contest shall be void where prohibited or restricted by law. "Immediate family" means any of the following: spouse, ex-spouse, defacto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- 6. All personal details submitted must be accurate and complete and are subject to proof upon request by the Organiser. The Organiser reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entry not submitted in accordance with these Terms or which tampers with the entry process.
- 7. Incomplete, indecipherable, illegible or incorrect entries or any entry which violates the Terms, will automatically be disqualified. Entries received after the Closing Date will be disqualified.
- 8. The winning participants hereby waive all rights and grant to HMSI or its affiliates or its parent Company, non-exclusive, unlimited, perpetual worldwide license to copy, modify and otherwise use and distribute their submission entry and/or photo and/or any element of the submission, in any and all media and in any publication whether online, offline or on the Internet.
- 9. HMSI does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the participants or furnish any reason or explanation at any stage.
- 10. HMSI may assign any or all of its rights under these Terms and Conditions to its affiliates without consent of the participants.
- 11. Participation in the Contest shall be construed as an acceptance of the Terms and Conditions stipulated herein. Any breach or default by a Participant of any of the Terms and Conditions herein shall result in immediate disqualification without notice.
- 12. HMSI also reserves the right to withdraw or discontinue with the Contest at any stage without any liability whatsoever to the participant and, or, anyone.
- 13. The participant undertakes and declares that he/she shall not use any unauthorized or pirated software. In the event, a participant is found to be doing so, it will be the sole responsibility of the participant and HMSI shall not be responsible for any liability arising out of such activity of the participant and the entry of such participant shall forthwith be disqualified from the Contest.

- 14. HMSI officials engaged in the organization and management of the Contest, including its directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any participant in respect of the Contest.
- 15. Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Contest is in violation of Criminal and Civil Laws and should such an attempt be made, HMSI reserves the right to seek damages from any such participant to the fullest extent permitted by law.
- 16. The name(s) of the selected Participant(s) shall be declared via Facebook, Website & through email.
- 17. However, there shall be no liability on HMSI in the event such email does not reach such Participants on any account whatsoever.
- 18. No participation or other fee is required to be paid for participating in the Contest.
- 19. Nothing in the Contest shall affect any intellectual property rights of HMSI in any product or service, which may be the subject matter of the Contest.
- 20. Disqualification of entries is at the sole discretion of HMSI, on a case by case basis, which shall be final and binding.
- 21. HMSI reserves the right to withdraw or amend the terms of the Contest at any time during the contest period, with retrospective effect, and does not take the responsibility for any loss or damage that any person / organization / contestant / nominee may suffer as a result of the Contest being withdrawn or its terms amended.
- 22. Acceptance of any Prize shall constitute a release and discharge of the Organiser by each Winner (and/or their companions) from any and all liability, claims, demands, causes of action, and/or damages which the Winner (and/or their companions) may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the Contest, (ii) personal injury and/or property damage, theft or loss suffered by the Winner (and/or their companions) as a result of the use and/or enjoyment of the Prize, and/or (iii) any tax liabilities in relation to the Contest, Prize and/or use or enjoyment of the same.
- 23. The Organiser shall not be held liable for (i) any delay in performing or partial or total failure to perform any of their obligations to the Winners under these Terms if such delay or failure is caused by circumstances beyond the reasonable control of the Organiser, its respective divisions, affiliates, authorized dealers/distributors, agents, suppliers of the Prize/ticket(s), including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or (ii) from any loss, damage to property, injury, or death resulting from or related to entrant's participation or inability to participate in this Contest, or the use, misuse or inability to use the Prize or any portion thereof, provided, however, that nothing in these Terms shall limit the Organiser's liability for death or personal injury caused by its own negligence, deceit or fraud.
- 24. Each provision excluding or limiting liability is to be construed separately and will apply and survive even if for any reason any of the other provisions are held to be inapplicable or unenforceable in any circumstances. Each of the provisions excluding or limiting liability will remain in force notwithstanding any termination of these Terms.
- 25. HMSI or its affiliates shall be entitled to use, in any manner, the name, photographs and other details of the selected Participant(s) or any likeness and status in any publication including the Prize awarded to them. By participating in the Contest, all Participants hereby agree to the same. HMSI may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants.

- 26. Any personal information, including without limitation, the entrant's name, age, address (including postcode), telephone number and/or email address will be used solely in connection with this Contest and for any purpose for which the entrant specifically opts in and will not be disclosed to any third party except for (a) the purpose of fulfilling the Prize/ticket where applicable and (b) for any purpose for which the entrant specifically opts in. Any personal information held by the Organiser in respect of the Contest will be held on record for a reasonable period to fulfill the purpose for which such personal information was collected. If an entrant gives the Organiser permission to pass on his/her personal information to a third party via a specific express consent/opt-in mechanism, then the privacy policy of such third party handling the personal information shall apply and the handling of the entrant's information by such third party shall no longer be the responsibility of the Organiser. Entrants have a right to access, correct and have their personal data deleted from the Organiser's database. Entrants can exercise this right by sending a written request to HMSI.
- 27. In the event of any inconsistency between these Terms and any advertising, publicity and other materials relating to or in connection with the Contest, these Terms shall prevail. In the event of any inconsistency between these Standard Terms and Conditions and the Contest Details, the Contest Details shall prevail.
- 28. The Organisers reserve the right to terminate the Contest or to modify the Contest rules and Terms prior to the Closing Date by amending the rules and Terms hereof at its sole and absolute discretion. Any such modifications shall be notified via the Contest Website, and such modifications shall be immediately effective and apply to all entries, including entries that have been submitted to the Organiser.
- 29. Any queries regarding the Contest should specify the name of the Contest and be addressed to HMSI email id and under whose jurisdiction this falls
- 30. All disputes relating to the contest shall be subject to the laws of India and at the sole and exclusive jurisdiction of Courts at Gurgaon.
- 31. This Offer Scheme is not applicable for the participants from the state of Tamil Nadu in view of the provisions of the Tamil Nadu Prize/ticket Scheme (Prohibition) Act,1979, or any other state where the such offers or schemes are expressly banned by the state laws.
- 32. Lucky 10 winners can claim their prize on or before 30th Nov, 2016. After that the winners will not be eligible to claim their prize.

## CBS – Test Yourself Contest

- 1. The entry should be considered eligible only if it's in the correct format as stated in the contest information
- 2. The choice of winners is at HMSI's discretion.
- 3. The winners would be chosen basis lucky draw.
- 4. Only those participants who completely fill out the prize claim form shall be eligible for the receipt of the prize.
- No cash shall be paid in lieu of prizes and no request shall be entertained for exchange of prizes of equivalent value.