

These terms and conditions ("**the Rules**") govern the "**Sounds of Innovation**" ("**Contest**") administered by Mahindra and Mahindra Limited ("**M&M**" / "**us**" / "**we**"). By clicking on "I agree", you agree to be bound by these Rules which constitute a binding contract between you and M & M. Your access and use of the sounds captured at our facilities and as available on this microsite (www.soundsofinnovation.mahindra.com) are governed by these Rules. Sending us your track which is created using the sounds ("**Submission**") constitutes you (and in case of a minor, your legal guardian) as a "**Participant**" of this Contest and the obligations set out herein and as applicable to the Participants will be applicable to you:

1. Sounds of Innovation Contest – We have created this Microsite that houses a few of the sounds captured at our facilities ("**Sounds**"). These Sounds include the clanking of metal sheets, XUV500 doors closing etc. You can visit the Microsite to use these sounds and create your own "Sounds of Innovation" music track. To verify the authenticity of participants, we require you to sign in using your Facebook or Twitter credentials.

2. Eligibility - Entry is open to everyone, of any nationality. All valid entries from each Participant will be accepted. There is no limit to the number of entries sent within the contest duration. In case the Participant is a minor, i.e. below the age of 18 years at time of Submission, written consent of a parent/legal guardian, together with documentary evidence, will have to be provided, whereby such legal guardian/parent agrees to be bound by these Rules.

3. Time limit - Submissions must be sent between 15:00 hours IST on 11th Oct, 2017 and 00 hrs (IST) on 29th Oct, 2017 (both days inclusive). No entries outside this time limit will be considered and the decision of M&M in this regard will be final.

4. You represent and warrant that all personal information provided by you is correct and accurate.

5. The Submission(s) shall be your original work and shall not be obscene, libelous, blasphemous or defamatory of any event and/or person deceased or alive or infringe on any copyright, trade mark, trade name, and trade secret, right of privacy or publicity, property rights or of any other intellectual property right of any third party. Further, it also will not constitute breach of contract; and or any other right of whatever nature of any third party.

6. You recognize that submitting false or misleading information or making Submission(s) which, in the sole opinion of M&M, violates Rule 5 above, may result in disqualification from the Contest and/or receipt of the Prize. Moreover, we reserve the right to disqualify any individual we find to be tampering with the entry process, acting in a disruptive manner, or violating the rules.

7. Adjudication of the winner

- 7.1 One winner / winning track will be selected by Contest judges at M&M at the end of the contest. The decision of M&M will be final, and no communications or complaints in this regard will be entertained by us, nor will we be liable to explain the process by which the winner has been chosen.

- 7.2 The winner will be notified by email or direct message on Facebook or Twitter within five days of the selection. If he / she cannot be reached or does not reply to the prize notification email within 72 hours, the prize will be assumed to have been forfeited and may be awarded to another Participant.
- 7.3 M&M reserves the right to select no winner in the event of sub-standard/limited entries. No queries or communications or complaints in this regard will be entertained by us.

8. Prize

- 8.1 The winner and one person of his/her choice will get the opportunity to travel for a Formula E Race, sponsored by M&M ("**Prize**") – which includes economy class return flights and accommodation for the Participant.
- 8.2 All other costs and documentation (visa, local travel, and meals) will be the responsibility of and will have to be borne by the winner. M&M will not in any way be responsible if the winner fails to avail of the visa for travel, or is unable to travel for any reason whatsoever within the travel dates.
- 8.3 The right to claim the Prize cannot be transferred by the Participant to any other person. No cash alternatives or alternative prizes are available.
- 8.4 However, we reserve the right, in our sole discretion, to change, modify or substitute the Prize with any item of equal value (monetary or otherwise).
- 8.4 To claim the Prize, the winner shall be required to prove his/her age and identity by submitting appropriate documents to that effect (e.g., an ID card or a Valid Passport). In case the winner is a minor (under 18 years of age at time of participation), written parental consent will need to be provided.

9. Publicity

You agree that:

- 9.1 We may broadcast/publish your Submissions, and the information submitted by you, not limited to your name, country of residence, entry details, including pictures captured while receiving the Prize on our website, social media channels or through any other medium.
- 9.2 We may require you to participate in reasonable publicity campaigns conducted by us or our affiliate companies for this Contest.

10. Intellectual Property Rights

- 10.1 As a Participant, you represent and warrant that you have the right to send your Submission to us, and you own all rights, title and interest, including all intellectual property rights in the Submission (excluding the Sounds provided by us), made in whatsoever form, and your Submission does not violate the intellectual property rights of any third party.

- **10.2 Ownership of Winner Submissions:** By agreeing to participate in the contest and in consideration of prize reserved, the Submissions of the winner are deemed to be owned by M&M and the winner hereby expressly undertakes to and assigns all right, title, interest, including all intellectual property rights in the Submission to M&M, worldwide and in perpetuity, and M&M may, (without being obliged to), make such further use of the Submission, including commercial use, and make such modification or amendments thereof, as it deems fit.
- **10.3** You shall not use the Sounds for any purpose other than for Submissions and your participation in the Contest and shall not claim any right over the Sounds.
- **10.4** The winner shall not reproduce or use the Submissions anywhere and for any purpose whatsoever without prior written consent of M&M.
- **10.5** Except for the Prize, the winner shall not be entitled to receive any further compensation, remuneration or fees in any form whatsoever for the intellectual property rights to the Submission.

11. Indemnity

The Participant shall keep M&M, its directors, officers, and employees, and those of its affiliates and group companies, indemnified and harmless from and against any and all losses, damages, expenses, fees (including legal fees and costs), liabilities whether civil or criminal, arising due to any of the following:

- **11.1** Any third party claiming infringement of their intellectual property rights in the Submission;
- **11.2** Breach of the provisions of these Rules by the Participant or his/her representatives; or
- **11.3** Any inaccurate, misrepresenting or misleading information provided by the Participant to M&M.

12. Force Majeure - We shall not be liable for any failure or delay to fulfill any of our obligations hereunder, to the extent the same is caused by force majeure events such as floods, earthquakes, fire, riots, civil unrest, war (declared or not), strikes and lock-outs, or any other circumstances beyond the reasonable control of M & M.

13. Limitation of liability - To the extent legally permissible, we disclaim all liability for any damage, loss, or expenses suffered by any person taking part in the Contest, or availing of the Prize, or not being able to take part in the Contest, or not securing a favorable outcome. In no case shall M&M's liability exceed fulfilling the Prize set out herein, or at the discretion of M&M, an alternative equivalent of the Prize.

14. We reserve the right to amend the Rules at any time and to modify, suspend, or terminate the Contest if necessary.

15. Governing law and dispute resolution - These Rules will be governed by the laws of India, barring its conflict of law principles. Any dispute, difference or claim arising out of or in connection with these Rules, including any difference on the interpretation of these Rules, or any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in accordance with the

Arbitration Rules of the Mumbai Centre for International Arbitration, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Mumbai.

The Tribunal shall consist of one arbitrator.

The language of the arbitration shall be English.

The law governing this arbitration agreement shall be Indian Laws.