

## TERMS AND CONDITIONS

1. The “#HeroISL twitter contest” (hereinafter referred to as ‘Contest’) is a value added participation contest promoted by Hero MotoCorp (“HMC”) for voluntary participation by members of the general public resident within India (“Participants”) who wish to participate by sending in their entries on the twitter page of HMC in the manner and as per the terms and condition defined herein.
2. The Contest is open for entries that can be posted from 2 nd October, 2015 to 20th December, 2015 with the days being inclusive (hereinafter referred to as the “Contest Period”). The contest is a daily contest (subject to the match schedule) and closes an hour before the match ends.
3. The Contest is intended to offer an opportunity to the Participants to send in their entries in relation to predicting the result for each match held during the “Hero Indian Super League 2015”. The Participants may tweet/ send in their entries of predicting the result for each match and/or which team they consider to be the winner for each match being played in “Hero Indian Super League 2015” on the twitter page of HMC with the hashtag “#HeroISL”. The entries/ posts must relate to the latest match played in the “Hero Indian Super League 2015”. It is clarified that during the Contest Period there is only 1 entry per Participant.
4. It is being clarified that the Contest is in no way sponsored, endorsed and/or administered by, or associated with Twitter and/or the organizers of the “Hero Indian Super League 2015” and/or any other website/platform provided therein. The entries posted on the twitter page and/or uploaded on the twitter page of HMC or any other website shall be regarded as the post/comment for and use by HMC in its sole discretion and the contents thereof would not be in any way related /associated with Twitter and/or any other website etc.
5. HMC in its sole and absolute discretion through its independent panel /internal process shall select the entries which correctly predicted the result for each match and then will shortlist/ select 1 winner for each match /game played under the Contest. The name of the selected winner(s) for each match /game played will DMed from the HMC account on the next day of the last match /game played. The reward/ price for each winner selected for each match /game played would be free “HMC goodies/merchandise” of such value as determined / decided by HMC.
6. It is clarified that in order to receive the rewards/prizes under the Contest, the winning Participant(s) shall contact/communicate with the concerned department/person of HMC within 5 days of announcement of their selection on the twitter handle and provide his/her address/delivery details etc. In no event shall any Participant be entitled to receive the reward/prize under the Contest, if they fail to contact HMC within the time period stipulated above and therefore accordingly be deemed to have foregone and/or forfeited his/her right to reward/prize in accordance with the Contest. Furthermore, HMC shall not entertain any requests or claims regarding color, size and/or any other preference for the prize provided by HMC under the Contest.

7. It is clarified that the authorized representative of HMC may contact the Participants to collect their name(s), address and photograph which may be uploaded on the twitter page of HMC and/or any other website stating the list of Participants.

8. It is clarified that nothing herein or the mere participation in the Contest would give any Participant an assured chance of winning any prizes or gifts, merely by submitting their entries/tweets. That each and every such entry/tweet shall be evaluated by HMC and/or its independent panel in their sole and exclusive discretion without any obligation /explanation towards any Participant.

9 This Contest is open only to residents of India who (a) are at least 14 years of age and (b) have voluntarily participated after having agreed to the present terms and conditions and the amended versions thereof as may be stipulated by HMC in its sole discretion.

10. The Participants must note that HMC will identify the Participants only by way of their twitter ID /account and the verification by HMC would also be based entirely upon the same. HMC will not entertain or honour any request claiming impersonation or misrepresentation if the claiming Participant (for the prize or gratification) satisfies HMC of his/her identity with respect to the particular twitter ID/account.

11. All the entries submitted by the Participants under the Contest are required and/or deemed to be the original idea/ concept of the Participants and the Participants shall accordingly be considered or deemed to be the author/creator of such entries submitted by the Participants. It is clarified that in no event shall HMC be held liable for any third party intellectual property right infringement for any wrongful and/or unauthorized copying, duplication, reproduction, and plagiarism by the Participant(s).

12. HMC shall be well within its right to disqualify any Participant and consequently remove/reject his/her entry/ comment for reasons such as providing/submitted irrational, incomplete, obscene and/or objectionable content on the twitter page of HMC and the decision of HMC in this regard shall be final and binding upon the Participants. It is further clarified that once an entry is submitted/ posted under the Contest the same cannot be sought to be withdrawn by the Participant for whatsoever reasons/grounds unless so allowed by HMC.

13. The Participants must note that by submitting their entries on the twitter page, they confirm their voluntary participation and also agree to the terms and conditions of the Contest along with the right to HMC to call/contact the Participant with regards the Contest.

14. All entries submitted by the Participants under the Contest will be inherently and perpetually licensed to HMC for use of any/ all purposes deemed fit by HMC (including its subsidiaries and permitted assigns) in its sole and absolute discretion and no royalty in any manner whatsoever shall be payable for the said right from HMC to the Participant(s). Also nothing shall restrict HMC from amending / modifying the entries/contents therein and to use/ apply the same in whatsoever manner.

15. The terms of the Contest as regards the irrevocable right of HMC to own and use the entries/ comments of the Participants and the reward/prize under the Contest; are not exchangeable, non-negotiable, non-transferable on the part of the Participants.

16. HMC shall neither be responsible for any fake or fictitious entries through twitter id/ account or otherwise and nor will HMC be liable to check the authenticity or credentials of the Participants. HMC shall presume that all data/information and entries submitted are from the particular Participant and HMC shall not be responsible in case any entry is not received /interrupted for whatsoever reasons (including network, site or any other technical problem) or contains any erroneous contact details/information of the Participant.

17. HMC will be deemed to have the right to use the content of the tweet submitted by the Participants for purposes of duplication, editing, dubbing, conversion into any other form or media, digital conversion, public display in any media and for use on any sequence or part of any advertisement or similar project. By participation in the Contest, the Participants expressly waive (in favour of HMC) all personal rights prohibiting use of personal content, privacy rights, rights of displaying name, image and tweet etc. as part of any content on the social media platform or advertisement or similar project along with the right to claim compensation and any proprietary rights to limit display/use of any such content under applicable laws.

18. HMC reserves the right to revise or amend any/all the terms of the Contest at its sole discretion without any prior intimation to the Participants and/or the general public or it may withdraw this Contest at any time without assigning any reason whatsoever, and if it chooses to do so, the Contest will stand cancelled. HMC does not accept any responsibility for any loss or claims incurred by the Participants on any account whatsoever including claim for compensation, loss, damage etc. If for any reason any aspect of this Contest is not capable of running or the Participant is unable to submit their entry, then HMC shall be in right to accordingly cancel, terminate, modify or suspend or invalidate the affected terms of the Contest.

19. The decision making right of HMC shall be final & binding on all matters of this Contest.

20. This Contest is not open to employees and associates (including their relatives) of HMC, its dealers, agencies associated with this Contest.

21. This is a value added promotion by HMC and does not intend to offer any consideration or other promises to the Participant other than those set forth above.

22. Any dispute, claim or legal action against HMCL, its agencies and their respective employees related as a result of this activity will be subject to Delhi jurisdiction exclusively