

TERMS & CONDITIONS: "Dubsmash and win KUV100" Contest

1. Who can participate:

- Only residents of India can participate in this contest.
- Mahindra & Mahindra Ltd. employees & employees of suppliers/agencies to Mahindra & Mahindra Ltd. cannot participate in this contest.

2. How to participate:

- A person needs to follow the contest participation instructions as per the 'How to Participate' link on www.mahindrakuv100.com (hereon referred to as the 'Website')
- To qualify for the contest, participants need to upload their video or Dubsmash video in the 'Upload video' section on the website and enter their valid contact details on the website.
- A person can take part in contest multiple times during the duration of the contest.
- Any failure or unsuccessful attempts by participants at uploading video/Dubsmash/forms due to bandwidth or any other technical issue will not be Mahindra & Mahindra Ltd.'s responsibility.

3. Prizes:

Grand Prize: Mahindra KUV100

1st Runner up: Mahindra Adventure Expedition in 2016 for a couple

2nd Runner up: Mahindra Gusto

Other prizes: 100 Mahindra KUV100 merchandise

- The grand prize is the Mahindra KUV100 top end front wheel drive variant. All prizes will be subject to Indian laws, including tax regulation, as and when applicable. All applicable taxes, levies, charges and incidental costs including Octroi charges and TDS, if applicable on any prize, will have to be borne by the winner. Registration and insurance charges as applicable for the vehicle as per law will have to be borne by the winner. The vehicle delivery will be made at a Mahindra & Mahindra Limited's (hereinafter referred to as "Mahindra") authorized dealership location in Mumbai, irrespective of the location of the Grand Prize Winner.
- 1st Runner up prize is Mahindra Adventure Expedition in 2016 for a couple. These expeditions are organized by Mahindra Adventure which promise to be 'the drive of a life time', by those who have been fortunate to attend it. For more information on the events, visit <http://www.mahindraadventure.com>. The prize does NOT include any cost which the participants may incur while traveling to the given locations. Travel by any

mode of transportation will be borne by the participants themselves. Mahindra will not be responsible if participants fail to present themselves on the said date and time. Winner has to bear the charges for the flight tickets (To the start destination and from the end destination), Fuel cost and toll charges. Mahindra Adventure's decision on choice of expedition for the couple will be final.

- 2nd Runner up prize is Mahindra Gusto top end variant. All prizes will be subject to Indian laws, including tax regulation, as and when applicable. All applicable taxes, levies, charges and incidental costs including Octroi charges and TDS, if applicable on any prize, will have to be borne by the winner. Registration and insurance charges as applicable for the vehicle as per law will have to be borne by the winner. The vehicle delivery will be made at a place and time of choice by Mahindra in Mumbai, irrespective of the location of the Winner.
- Other prizes: 100 Mahindra KUV100 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.
- Winners must complete/furnish all the required govt. identity/age/address proofs in order to claim their prizes/gift.
- Mahindra & Mahindra Ltd will not be liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss.
- 10-12 weeks shall be allowed for the delivery of the Grand prize & other prizes to the winners.
- 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.
- 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 above mentioned.

Winner Selection

- Grand prize: Participants will be shortlisted basis creativity and votes they receive for their Dubsmash/video by internal jury at Mahindra. And if required, tie breaker question in the upload video section will be used to decide final winners.
- The jury shall be decided by Mahindra and the decision of the Jury shall be final & binding. The weightage of votes and creativity will be a call taken by Mahindra jury.

** Winners will be declared within the next 20 working days after the end of the Contest

4. Duration of contest:

The contest will run from 23rd Dec, 2015 to 14th Jan, 2016. Opening and closing time will be IST.

5. All videos submitted by participants (multiple entries allowed) will be sole property of Mahindra & Mahindra Ltd. and may be used for any future promotions/content/updates/media releases etc.
6. Mahindra & Mahindra Ltd. reserves the right to edit participant's Dubsmash and videos during the contest period to improve its quality and/or to add the term 'My feelings when I first saw Mahindra KUV100'.
7. Participants are solely responsible for time taken with regard to bandwidth connectivity and/or any other internet related issues during the contest entry submission.
8. Any fake profile which is set up for the purpose of competing in contests etc. will be automatically disqualified.
9. Dub soundboard "MahindraKuv100" is made available and open only to residents of India.
10. Mahindra & Mahindra Ltd. reserves the right to disqualify any inappropriate entry.
11. By competing in the contest, you give us the right to use your public profile pictures in any contest-related announcements we need to make on any of our social media platforms.
12. Mahindra & Mahindra Ltd. may use winners' names/pictures/other details on social media platforms for announcements as well as future communication/references/creatives
13. Dubsmash is a third party application and Mahindra & Mahindra Ltd. has no involvement in the copyrighted multimedia content that will be used by participants to create their Dubsmashes. Mahindra & Mahindra Ltd. will simply share their creations and shares no accountability.
14. Participants need to provide his/her details within the said time frame.
15. Details of all participants will be kept strictly confidential and will not be used for any other purpose whatsoever by Mahindra & Mahindra Ltd.
16. This contest/promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platforms whatsoever. Participants are providing their information to Mahindra & Mahindra Ltd. and not to any social media platforms.
17. Mahindra & Mahindra Ltd. will not be liable for any delay/technical issue on Dubsmash for any video/entries upload/VOs etc.

18. At any time Mahindra & Mahindra Ltd. reserves the right to update and/or amend all or any of these terms without further notice.
19. Mahindra & Mahindra Ltd reserves the right to cancel, change or substitute Contest/Promotion at any time without any prior notice.
20. Mahindra shall not be held liable if the communication pertaining to the winning entry doesn't reach intended 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.
21. Mahindra reserves the right to suspend, shorten, modify, extend or cancel the contest at its sole discretion.
22. Mahindra recommends the participant to read these Terms & conditions carefully each time they access the website.
23. Participation in the "Dubsmash and win Mahindra KUV100" 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. The participant shall not, without any valid license or authorization, use the intellectual property rights belonging to Mahindra and/or third parties.
29. Contest is subject to force majeure events and situations beyond control of Mahindra and/or its affiliates.

30. Mahindra takes no responsibility for the damages that the user may suffer due to errors or omissions affecting website content.
31. Participant hereby authorizes Mahindra to communicate with him / her from time to time about the matters connected with the Contest.
32. Participant unconditionally agrees that he/ she shall not:
 1. do anything which violates any of the Terms;
 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;
 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.
33. 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.
34. Mahindra reserves the right to offer the prize to other entrants should a winner be unable, for any reason, to accept the prize.
35. 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.
36. In the event of a dispute the decision by Mahindra is final and binding and no correspondence will be entertained in this regard.
37. 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.
38. Mahindra reserves the right to restrict / bar any person from participating in the Contest without quoting any reasons for the same.
39. 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.
40. 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.
41. This Offer is not applicable in a country outside India, any state of India or other country if it is prohibited by law there
42. The names of the winners shall be announced on the URL www.mahindrakuv300.com/winners and/or in any other manner / medium as deemed appropriate by Mahindra.

43. 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.
44. 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.
45. 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.
46. The database of mobile numbers can be used by Mahindra in future for any lawful purpose as deemed fit by Mahindra.