

Terms and Conditions

American Tourister® “Meet Virat” Contest

www.americantourister.in

1. Samsonite South Asia Private Limited (“**Samsonite**”) to run a “Meet Virat” contest for its Brand “**American Tourister**”
2. For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who being an Eligible Customer to the “Meet Virat” Contest.
3. Please read the following terms and conditions carefully. By participating in the “Meet Virat” contest, You agree to be legally bound by these terms and conditions (“TERMS AND CONDITIONS”). The Eligible Customer also agrees that he/she has read, agreed, understood to conform to the Terms and conditions as mentioned and confirm to abide by them. You also warrant the accuracy, truthfulness and currency of all information that you have submitted while participating.
4. **CONTEST PERIOD:** The American Tourister “Meet Virat” Contest starts on 1st March, 2018 and ends on 30th September, 2018 (the "Contest Period" or “Promotion Period”).
5. **HOW TO ENTER:** To enter the Contest, you must purchase any luggage, backpack, duffle, laptop case, briefcase, overnigher etc (“Products”) of the brand American Tourister from any registered Store/ Ecommerce Portal/ Hyper / Departmental Stores Etc. that sells American Tourister Products.

Eligible Customer Should Go to the link www.americantourister.in/swagpack and follow the links and instructions associated with the promotional message on each page. You will be asked to a) Fill in your full name, b) Email ID, c) Phone Number, d) Upload a photo of the Invoice as proof of purchase, e) Tell us why you love American Tourister f) and any other details as mentioned on the website www.americantourister.in.

By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission and entrant has all appropriate rights, powers and authority to grant Samsonite all licenses to the Submission as set forth herein; (b) the Submission will not infringe on any rights of any third parties; (c) any third parties appearing in the Submission have given entrant appropriate consent to be photographed and used as permitted herein; (d) to the extent possible under applicable law, no party can invoke any moral rights in relation to the Submissions that have not been duly waived; (e) the Submission and entrant’s participation does not violate any local, state, provincial, national or foreign law; and (f) the Submission does not contain the confidential information of any third party, and to the extent it contains entrant’s confidential

information, such information immediately becomes non-confidential the moment entrant submits the Submission to Samsonite. Samsonite reserves the right to request releases from any third parties appearing in any Submissions at any time. Failure to produce third party releases upon Samsonite's request may result in disqualification, as determined by Samsonite is its sole and absolute discretion.

6. RESTRICTIONS:

- If you Purchase any travel accessories like locks, pouches, toiletry kits, luggage belts, travel pillows, wallets etc of American Tourister you are not eligible for the Contest
- Not every Eligible Customer will get to meet Virat Kohli. Every Eligible Customer would only stand a chance to meet Virat Kohli.

7. ELIGIBILITY: "Eligible Customer" shall mean Customer satisfying the following criteria at the time of participation and during continuation of the offer:-

- a. He/she must be of at least 18 years of age;
- b. He/she must be a citizen of India;
- c. He/she must not be of an unsound mind;
- d. He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship;
- e. He/she must not have been subject of any criminal proceeding.

Employees, officers and directors of Samsonite, and its respective parent companies, related subsidiaries and affiliated companies ("Samsonite Affiliates"), and the immediate families (spouse, and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households, whether related or not, of the above, are not eligible to enter or win a prize. Each entrant, by participating in the Contest, agrees to be bound by the Official Rules and by the decisions of the Samsonite Void where prohibited or restricted by law. The Contest is subject to all applicable federal, provincial, state, and local laws and regulations.

8. WINNER SELECTION: Right of selecting the winner stays with Samsonite. The winner will be announced by end of September 2018 on American Tourister Social Media Pages and winner will be informed about the details via Email and Phone Call.

THE POTENTIAL WINNERS ARE NOT WINNERS OF A PRIZE UNLESS AND UNTIL HE/SHE SATISFIES ALL REQUIREMENTS AS SET FORTH IN THESE OFFICIAL RULES. All Contest related decisions are final and binding on all matters relating to this Contest. The potential winner is subject to eligibility verification and compliance with these Official Rules.

9. GENERAL:

- THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE ELIGIBLE JURISDICTION WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the Eligible Jurisdiction. The parties agree not to raise the defense of forum non conveniens.
- The Samsonite reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer at any time during its validity as may be required in view of business exigencies and/or changes by any Government Authorities and/or statutory changes without any notice to You and the same shall be binding on the Winners.
- The Samsonite reserves the right to modify these Terms & Conditions of the Contest or any part thereof at any time during the Contest Period and without prior notice to You, including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion as may be required, including in view of business exigencies, and/or changes by regulatory authorities, statutory changes and for other reasons beyond its control.
- Force Majeure - This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of the Company ("Force Majeure Event"). The Samsonite shall not be liable for any delay or adverse effect caused to winner as a result of a Force Majeure Event. The Samsonite shall intimate the suspension of the Offer caused as a result of such Force Majeure Event to the Winners.

10. INTELLECTUAL PROPERTY: Uploading a submission constitutes participant's unconditional consent to grant Samsonite a royalty-free, irrevocable, perpetual (or for the duration of protection of the rights where perpetuity is void) non-exclusive license to use, reproduce, modify, publish, create derivative works from and display such submissions in whole or in part, on a worldwide basis, with or without identification of the entrant or any authors of the Submission, in whatever form and in whatever circumstances Samsonite sees fit, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, and consent to Samsonite doing (or omitting to do) any acts in respect of the Submission which may otherwise constitute an infringement of the entrant's moral rights, to the fullest extent permitted by law.

Entrants agree that entering the Contest may affect his/her legal rights, including, but not limited to, each entrant's ability to obtain patent rights, copyright registration, trade secret protection, or other intellectual property or proprietary rights with respect to the information disclosed in the Submission. Entrants agree that Samsonite

has not induced any entrant to enter the Contest, and is not responsible or liable to any entrant for any loss of right suffered by any entrant for entering the Contest.

11. DISCLAIMERS

- a) You agree that Your participation in the Offer is voluntary and You expressly agree to participate at your sole risk. The Samsonite shall not be responsible for any loss, injury or any other liability to any Winner arising due to participation in the Contest.
- b) To the extent you choose to participate in this Contest, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold the Company, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any winner or third party, in connection with the Contest or arising otherwise.
- c) The Samsonite shall be responsible for any claims arising out of technical failures before, during or after the completion of the Contest including but not limited to any technical failures in the telephone lines, failure of servers. Further, the Samsonite shall not be responsible for any claims arising out of any failure(s) which is beyond it's reasonable control.
- d) The Winner shall indemnify and keep indemnified the Samsonite and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which the Samsonite may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Winner under the Terms and Conditions, any failure by the Winner participating in the Contest to comply with applicable law, any infringement of intellectual property rights of the Samsonite and any third party claim in respect of misuse of any information of a third party. The Samsonite shall have the right to defend themselves, pursuant to this Clause, at the cost of the Winner.
- e) The Samsonite nor any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, representatives, shall not be liable for any action, claim, demands, losses, cost, charges, expenses or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life) or incurred or claim to suffer, by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prizes offered or on account of their participation in this Offer.
- f) The Samsonite do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Winners.

- g) The Samsonite and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Offer.
- h) Samsonite reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the "Meet Virat" Contest at any time during its validity as may be required in view of business exigencies and/or changes by any Government Authorities and/or statutory changes without any notice to You and the same shall be binding on the Winners.

12. USE OF DATA. Entry into this Contest may require you to enter your e-mail address, name, and certain other personal data. All data provided by you must be accurate. You are informed that the personal data collected in connection with the Contest will be collected by the Samsonite's servers and computer systems which are based in India and such collection will therefore be subject to applicable Indian laws. The data controller is Samsonite and the data recipient is Samsonite Affiliates located in and relevant to and for its Eligible Jurisdictions. You may also withdraw your personal data upon request; however, you will be disqualified as an entrant in the Contest if you withdraw your personal data prior to determination of the winner.

These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to the concerned Court.