

## Kia India – #KiaCarensMoments

### Terms & Conditions

Effective Date: 5<sup>th</sup> October'2023

#### A. Introduction

Participants are requested to read carefully and agree to these terms and conditions before participating in the #KiaCarensMoments Contest, organized by Innocean Worldwide Communication Private Limited (“**Innocean**”) on behalf of Kia India Private Limited (“KIN”/”Kia India”).

These Terms and Conditions (“T&C”) constitute a valid and binding agreement between Innocean and all or any of the Kia Carens owners (hereinafter referred to as the (“Participants”/ “You”/”Your”). By participating in the Contest, per se, you agree to be bound by all the terms and conditions as mentioned herein. The following terms and conditions and any amendments or modifications made thereto govern the Participation to the Contest and any content made for the said Contest.

By Participating in the Contest, you warrant that you have fully read and understood these T&Cs and agree to be legally bound by these terms and acknowledge unconditional acceptance without limitation or qualification of these T&Cs. Innocean and/or KIN may change these T&Cs at any time without any prior notice in writing or otherwise to you. You may review these terms regularly to ensure that you are aware of any changes made. The continued participation in the Contest by You, means that you continue to agree to be legally bound by these T&Cs as updated and/or amended from time to time. In case of any violation of these T&Cs or any additional terms, Innocean and/or KIN reserve the right to seek all remedies available by law and in equity for such violations.

#### B. About Contest

KIN intends to engage with all of the audience/Kia Carens Owners through a Contest, wherein all the said Kia Carens owners are invited to share their most favourite moments or story with their Kia Carens through a reel/video or photo using **#KiaCarensMoments** and tag **@kiaind** (hereinafter referred to as the “**Contest**”). The Participants can upload their moments, stories, reels, videos, or photos on their official social media handles being Instagram, Facebook, Twitter, and Thread (hereinafter referred to as “**Platforms**”). The Contest begins on 5<sup>th</sup> Oct'23 from 12:00 A.M. onwards and ends on 31<sup>st</sup> Oct'2023 at 11:59:59 hrs and is open to all the residents of India. All eligible Entries as per Clause C below stand a chance to win Amazon Vouchers or an iPhone subject to the Terms of Contest as per Clause D below (hereinafter referred to as “Prize”).

#### C. Eligibility to enter contest

1. You warrant that you are competent to enter contract as per Indian Contract Act, 1872 and possess legal authority to participate in this contest.
2. Contest is open for all above 18 years of age residing in India except for employees and/or their relatives / family members of KIN /Innocean including their dealers and marketing subsidiaries or agencies.

3. The Contest will be open to all owners of Kia Carens and all residents of India except for KIN's employees and/or relatives and their families, KIN's agents, dealers, distributors, and other partners (including their employees).

#### **D. Terms of Contest**

1. The Contest begins on 5<sup>th</sup> Oct'23 from 12:00 A.M (IST) onwards and ends on 31<sup>st</sup> Oct'2023 at 11:59:59 Hrs (IST) (hereinafter referred to as "**Contest Period**"). The Participants are encouraged to make their entries on either and/or all of the Platforms through one identity and only during the Contest Period ("**Eligible Entries**") Entries submitted after 11:59:59 pm of 31<sup>st</sup> Oct'23 shall not be eligible for the contest.
2. For participation, the Participant will not have to pay any money or purchase anything. Any voluntarily payment by any Participant to anybody shall be at his/her own sole risks and responsibilities.
3. The entries to be made by the Participants under the Contest are only one time exercise and can be submitted only once. Such entries made once cannot be changed, modified, altered, or removed in any way whatsoever.
4. Winners will be chosen through lucky draw which shall be conducted on random basis and the same shall be taken care of by Innocean under the supervision of a panel of experts. Such lucky draw shall not be challenged/disputed by the Participants at any point of time.
5. Details of Winners of the Contest shall be published between 1<sup>st</sup> Nov'23 to 15<sup>th</sup> Nov'23 on the respective social media Platforms. Innocean and/or KIN holds the rights to modify the date of publication of details of the winners.
6. The winners shall be contacted/communicated individually by KIN/Innocean and will be required to share the following details for claiming their Prize: Mobile number, E-mail ID, and Address Proof, supporting documents, ownership documents of their vehicle i.e., Kia Carens. Innocean and/or KIN may also require the winners to submit any other additional document to verify the identity and genuineness. Only upon receipt of the documents up to satisfaction of Innocean/KIN, the winners shall be given Prize.
7. The Prize to the winners shall be distributed subject to its availability from the Manufacturer/ Distributor and the same shall be duly communicated to the winners individually.
8. Any taxes and/or expenses to claim the said Prize shall be solely borne by the winners only.

#### **#KiaCarensMoments Contest: How to Participate?**

To participate in the #KiaCarensMoments Contest, the Participant is required to:

- Share his/her favourite moment or story with their Kia Carens through a reel/video or a photo.
- Upload the entry by using **#KiaCarensMoments** and tag **@kiaind** on their respective social media channel/Platforms.
- Tag the person they share the memory with.

#### **E. Terms for Participation and availing the Prize**

1. The criteria for shortlisting of entry through lucky draw is standard for all Participants. The Participants agree that decision of KIN/Innocean in shortlisting the entry shall be final and binding on the Participant.
2. Prize: Lucky winners will stand a chance to get featured on our page and win an iPhone or amazon shopping vouchers.
3. For availing the prize:
  - a. The decision of Innocean and/or KIN shall pertain to the Contest and selection of winners shall be final and binding on the Participants and no further communication will be entertained.
  - b. By participating in the contest, the Participants give their consent to KIN to use their entries in brand's promotional content and events.
  - c. The Participants must follow the social norms (acceptable social behaviour) and be 18 years or above as on 4<sup>th</sup> Oct'2023. The Participants also undertakes not to upload any obscene, unlawful/illegal, violent or any sensitive content under the Contest.
  - d. Kia India/Innocean will contact winners regarding details relating to identification for verification of their authenticity for the purpose of ascertaining their claim for Prize, once published on our social media platforms.
  - e. In the event multiple entries of the same Participants is adjudged as winner of the contest as can be identifiable through details and/or documents submitted, then such Participant/s shall be given only one prize at the sole discretion of KIN/Innocean.
  - f. The Gift /Award is non-exchangeable, non-transferable and no cash alternative shall be provided. KIN reserves the right to replace the prize with an alternative prize of equal or lower value if circumstances beyond the KIN control makes it necessary to do so.
  - g. Once Kia India/Innocean reaches out the winners to ask for their personal details (Name, Email ID) / documents in order to provide their Prize, such winners must respond within 72 hours. On failure to do so, they will automatically become ineligible to receive the Prize.
  - h. If at a later date, it comes to the knowledge of KIN/Innocean that any participant does not meet the eligibility requirements or is subject to any restrictions, that Participant shall not be entitled to be adjudged as winner and will not be entitled to any Prize in any circumstances.
  - i. All Participants, either directly or indirectly shall waive conditions of DND registration and data protection laws and further consent for the usage of the respective data by Innocean/ KIN. Further, Innocean/KIN shall not assume any responsibility in this regard. The Participants could also be contacted anytime through voice calls, SMS or email id for campaign updates and participation during the duration of the promotion.
  - j. Innocean/ KIN does not guarantee delivery of SMS or emails and are not responsible in case the SMS or emails are not delivered to the specified number due to any reason, including but not limited to network issue,

#### **F. Limitation of Liability**

Innocean or KIN / any affiliate of KIN shall not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury, or death occurring as result of taking up the prize.

#### **G. Data Privacy and Publicity**

Innocean and/ or KIN both is committed to protecting and respecting your privacy and will use only personal information in accordance with these Terms and Conditions and Contest. However, Participants understands and acknowledges that KIN may undertake publicity activities relating to competitions and prize awards. The winners therefore agree to use of their name, photograph, and disclosure of region of residence in any post-Prize-winning publicity names, surnames, towns or regions of residence and Prize details.

#### **H. Arbitration**

All differences or disputes arising out of the contest, or any matter connected thereto arising between the parties or their respective representatives, whether as to construction or otherwise shall be at the first instance resolved by discussion and consent of the parties. Any dispute not resolved by the parties amicably within 30 days of such disputes, shall be referred to arbitration of a sole arbitrator to be appointed by Innocean/KIN. The provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force shall be applicable for adjudication of the dispute. The decision of the sole arbitrator shall be final and binding on the parties. The venue and seat of arbitration shall be Gurugram, and the language of arbitration shall be English.

#### **I. Jurisdiction and Governing Laws**

Subject to the above Clause on Arbitration, the Parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the Competent Courts at Gurugram and governing law shall be of India.

#### **J. Force Majeure**

KIN/Innocean shall not be liable for any failure or delay to fulfil any of the obligations mentioned hereunder, to the extent the same is caused by force majeure events such as floods, pandemic, lethal disease, earthquakes, fire, riots, civil unrest, war (declared or not), strikes, lock-outs or any other circumstances beyond the reasonable control of KIN/Innocean and shall not be liable to compensate the participant in these circumstances. KIN/Innocean shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the program due to any government restrictions.

#### **K. Notice**

Any notice, request or other communication required to be given under these terms and conditions shall be served personally or mailed to Innocean by registered post or courier and in addition by e-mail at the following address:

**Innocean Worldwide Communication Pvt. Ltd.**

Building 10, Tower C, 19<sup>th</sup> Floor,

DLF Cyber City, DLF Phase 2, Sector 24, Gurugram – 122002

#### **L. Disclaimer**

Participants agrees and acknowledges that Intellectual Property Rights under the post for the contest belongs to KIN. Participants shall not challenge such Intellectual Property rights or originality in any manner whatsoever.

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