

IndusInd Bank

Terms and Conditions for Upgrade Your Cheer (“Contest”)

Participation in the Contest shall be subject to the following Terms and Conditions (“T&Cs”):

- Contest is designed to test the knowledge of Participant/s about cricket during the ICC Men’s Cricket World Cup India 2023 organized by IndusInd Bank Limited (“IBL”) and the Contest shall be conducted via Social Media.
- The participant agrees and acknowledges that Instagram, Facebook, Twitter and LinkedIn (“**Social Media**”), which is third party website and / or application which facilitate the creation and sharing of information, ideas, interests, and other forms of expression through virtual communities.
- (the "**Participant/s**")
- The Terms and Conditions and Contest Details shall together constitute the entire understanding with respect to the Contest (“T&C”).
- Person/s eligible to participate in the Contest are as follows:
 - (i). who has attained 18 (eighteen) years of age.
 - (ii). who is not prohibited under the applicable law/s of any jurisdiction to participate in the Contest.
 - (iii). who is an Indian citizen, not being an Non-Resident Indians (NRI), Overseas Citizen of India (OCIs) or a Person of Indian Origin (PIO).
 - (iv). who is not associated with IBL or an employee, director, contractor, service provider, agency, firm or company engaged by IBL (including being a supplier of prizes) or in any manner related to the Contest. (hereinafter referred to as “**Eligibility Criteria**”)
- Any instructions on how to enter into this Contest is set out in promotional material published by IBL which forms part of these T&C. If there is any inconsistency between these T&C and information or instructions set out in the promotional material, then these T&C will prevail to the extent of the inconsistency.
- The details of the Contest will be available on IndusInd Bank Social Media Handles (“**Contest Details**”).

Contest Announcement:

1. A contest announcement post will be shared on IBL’s Facebook and Instagram handles on 29th September.
2. This will include details of the contest and link to the T&Cs.

IndusInd Bank

Winner Selection:

1. IBL will select the winner based on their response – Response must be the right answer and the most engaging cheer along with it.
2. Verification of the shortlisted entries will be done basis on contest rules.
3. These entries will be then shared by IBL.

Winner Announcement:

1. Winner announcement will be made as a story/winner announcement post from IBL's Social Media handles.
2. IBL will mention the prize and merchandise that the winner has won. ("**Prize/s**")
3. IBL will thank participants for entries and to stay tuned for the next contest.
4. In parallel, IBL will reach out to the winners through FB/Instagram/Twitter DM and ask for their details along with a govt. ID proof.
5. After verification, details of the zonal marketing manager of IBL will be shared to collect the tickets from the match city, tickets will be available upto 3 days prior the match till D-1 till 4 p.m.
6. Winner needs to manage the travel, stay by their own and bank is not responsible for this.
7. Winners will be asked to create content from the ground and tag IBL.

For merchandise – Merchandise will be couriered by IBL Gurgaon Marketing Team to the winner, and should reach within 15 days on their address.

➤ Selecting and Contacting Eligible Winners

- (i). IBL will contact the Participant/s through Social Media who may be declared as Winner for the Contest.
- (ii). The Participant will be declared as a winner based on: (i) the right answer for trivia-contest (being a separate contest played by Participant), (ii) maximum engagement on each post on the Social Media for upgrade your cheer contest; (iii) and other factors which shall be decided at the sole discretion of IBL in accordance with these T&C and subject to applicable laws ("**Winner/s**").

➤ Conditions relating to Prize:

- (i). IBL shall not be held responsible for any deficiency, defect, inadequacy, or irregularity in the Prize(s).
- (ii). No portion of the Prizes offered under the Contest is redeemable for cash or kind from IBL.
- (iii). No Prize will be awarded if the information presented by the Participant/s if found misrepresented to IBL.

IndusInd Bank

- (iv). In the event of death of the Winner, no claim from the nominee or legal heirs of the Winner shall be entertained for receiving the Prize.
- (v). The Prizes shall be provided to the Winner/s on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and IBL and/or its associates, affiliates and/ or its management, directors, officers, agents, representatives shall not be held responsible or liable in relation to the Contest or for any kind of consequential damages/ loss, in any manner whatsoever.
- (vi). No request for change in the match-ticket, specifications etc. of the Prize shall be entertained.
- (vii). It is to be noted that in the event the Winner does not take the Prize in the time and manner stipulated, then the Prize shall be forfeited by the Winner and cash or any monetary benefits in kind shall not be awarded in lieu of the Prize. Prizes must be taken as offered and cannot be varied.

➤ **GENERAL CONDITIONS:**

- (i). IBL reserves the right to disqualify any Participant from the Contest if, in IBL's sole discretion, IBL reasonably believes that the Participant/s has attempted to undermine the legitimate operation of the Contest by annoys, abuses, threatens or harass any other Participant/s.
- (ii). Privacy: By entering into the Contest, Participant/s agree to the transmission, consent, processing, disclosing and storage of personal data by IBL and its associates in accordance with applicable laws. Participants agree that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by IBL and/ or Authorised Representative/s of IBL for the purposes of conducting and administering the Contest.
- (iii). Publicity: By entering the Contest, the Participant/s permit IBL to collect any such information, photograph, video clip etc. from the Participant for publication or sharing for the promotional requirement of the IBL with respect to the Contest.
- (iv). Elimination: Any false information provided within the context of the Contest by Participant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these T&C (or the like) may result in the immediate elimination of the Participant from the Contest.

IndusInd Bank

- (v). Internet and Disclaimer: IBL and / or authorised representatives of IBL shall not be responsible for any malfunction of the Social Media or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, answers to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, network connectivity problems, hardware or software failures of any kind.
- (vi). IBL accept no liability, for any errors or omissions, whether on behalf of IBL or its authorised representatives or third-party service providers (if any) in relation to the Prizes. IBL, its authorised representatives and the third-party service providers will not be responsible for any late, lost, misrouted, or distorted or damaged transmissions or entries.
- (vii). IBL reserves the right at its sole discretion to terminate, cancel, modify or suspend the Contest at any time without prior intimation to the Participant/s. IBL reserves all its right to disqualify any Participant/s who tampers with the submission process or any other part of the Contest.
- (viii). This Contest is governed by the laws of India, and only the courts of Mumbai, India will have exclusive jurisdiction to try any dispute arising from this Contest.
- (ix). If any provision(s) of these T&C are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect, to the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Participants expressly waive any and all such rights.
- (x). By entering the Contest, the Participant/s agree and confirm that they have not violated or infringed any copyrights, trademarks or design or any other intellectual property laws and that the Participant/s are fully responsible and liable for the same at all times.
- (xi). By participating in the Contest, the Participant shall be deemed to have agreed, accepted and consented to: (a) These T&C applicable to the Contest (b) any other terms and conditions which are mentioned in Contest Details (c) the decisions of IBL, which are final and binding on all matters relating to the Contest. (d) Terms and conditions governing access and usage of the social media site (e) all applicable laws, regulations, rules, gazette notification/s that govern the Contest and that govern sub-clauses a), b) c) and d) in this para.