

# **FIND THE DIFFERENCE CONTEST**

## **TERMS AND CONDITIONS OF “FIND THE DIFFERENCE” CONTEST**

Please read these terms and conditions carefully before participating in this online contest. By participating in the contest, the participant agrees to be bound by these terms and conditions. The information on this online contest provided by Tata Motors Limited {TML, Tata Motors or the “Company”}, is subject to the participant’s unconditional acceptance to the terms and conditions below.

### **ELIGIBILITY**

The free-to-enter promotional contest (“Find the Difference Contest from Tata Motors”) herein after referred to as the “contest” is open only to legal residents of the India who are at least Eighteen (18) years of age as on February 18, 2017. Employees, agents, partners or officers of Tata Motors Limited or of any entity involved in the development, production, implementation and distribution of the contest, including any advertising or promotion agency, parent company, service provider, subsidiary or affiliate of any such entity or any other entity directly associated with TML or any member of the immediate family of and/or person living in the same household as such persons, are ineligible to enter the contest.

### **HOW TO ENTER**

The contest will begin on February 18, 2017 and will end on February 19, 2017. There is no entry fee for this contest. To enter the contest, participants shall have to compare the two images in the graphic post shared on Facebook and comment underneath it listing down as many differences as they can find. Participants need to read and follow the instructions provided.

### **DEFINED PROCESS**

- a) Participant shall be a member of the Facebook website to enter. You may become a member of the Facebook website by going to <https://facebook.com/signup> and providing your full name, email address, gender and birth date to create a username and password.
- b) Participants will have to visit the Tata Motors Facebook page using their Facebook Accounts. Once the participants visit the Facebook Page, they will be able to see the notification regarding the announcement of the contest
- c) To participate in the contest, users will be required to comment on the contest announcement post by finding the multiple differences in the two versions of the same image in the graphic.
- d) TML is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified. Proof of submission will not be deemed to be proof of receipt.
- e) Maximum of two entries allowed per participant. More than two entries will result in disqualification.
- f) The first 10 correct answers that list down all the differences correctly will get a Jolly LL.B 2 merchandise combo of t-shirt and coffee mug. The next 15 correct answers will receive a Jolly LL.B 2 branded coffee mug only.
- g) The closing date for accepting comments / replies would be February 19, 2017 – 8:00 PM IST.
- h) The announcement of winners will happen on the Tata Motors Facebook Page as a separate winner announcement post on February 20, 2017. Winners shall be required to keep a track of the updates on the page and claim their prizes.
- i) The results shall not be disputed in any manner whatsoever. By entering the contest, entrants fully and unconditionally agree to be bound by these terms and conditions and the decisions of TML, which will be final and binding in all matters relating to the contest.
- j) The following gifts are proposed to be given as on date to **Facebook winners**:
  1. First 10 correct answers will receive the following:
    - 1 Jolly LL.B 2 t-shirt

- 1 Jolly LL.B 2 coffee mug
2. Next 15 correct answers (number 11 to 25) will receive the following:
- 1 Jolly LL.B 2 coffee mug

### **GRATIFICATION PROCESS**

- a) The gifts are decided by the Company on its sole discretion. Decision of the Company with regard to any conflict or any other matter regarding the scheme shall be final and binding. No correspondence what so ever shall be entertained on this regard.
- b) TML shall not be responsible for invalid/ incomplete address provided by the participants.
- c) Winners must be at least 18 years old as on February 18, 2017 and should be able to provide proof of the same, in the form of a photo ID/ PAN card/ Driving License/ Aadhar Card/ Birth Certificate/ Voter ID copy latest by February 28, 2017
- d) Any individual unable to provide the Proof of Age within the said date will be automatically disqualified.
- e) The following gifts are proposed to be given as on date to **Facebook winners**:
  - 3. First 10 correct answers will receive the following:
    - 1 Jolly LL.B 2 t-shirt
    - 1 Jolly LL.B 2 coffee mug
  - 4. Next 15 correct answers (number 11 to 25) will receive the following:
    - 1 Jolly LL.B 2 coffee mug
- f) TML will contact all the winners through the messages feature on Facebook and ask them to share their full names, contact numbers and addresses. The winners will be required to provide these details within five days of winner announcement on the Tata Motors Facebook Page. In case, the details are not provided within ten days of announcement of the winner, TML may disqualify the winner and alternate winner may be selected.
- g) Once the address details are received, the gifts shall be couriered to the winners.
- h) TML reserves the right to change the proposed gifts at any stage of the contest
- i) Gifts are non-transferable. No substitutions or cash redemptions shall be provided. However, TML reserves the right to substitute the gift in whole or in part for a gift of equal or greater value in the event that any component of the gift is unavailable for any reason. Gifts may not be sold, bartered or transferred. Any additional expenses, including, but not limited to incidentals, meals, telephone charges, travel insurance, souvenirs, upgraded transportation, ground transportation, federal, state and income tax, local sales tax, VAT, octroi duties or other taxes and surcharges which shall be borne by the winner.
- j) If the winner rejects his/her gift or in the event of noncompliance with these rules and requirements, such gift will be forfeited and an alternate winner may be selected.
- k) By accepting the gift, the Winners release and discharge TML, their respective representatives, affiliated companies and the respective parents, subsidiaries, affiliates, advertising and promotion agencies of each, and all their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any gift or from participation in this contest. TML reserves the right to substitute a comparable gift of like or greater value for any gift, or to pay Winner a cash equivalent (the value of which shall be determined by TML in its sole discretion), for any reason whatsoever.
- l) All federal, provincial, state and local taxes are the sole responsibility of the winner. Participation in this contest and acceptance of gift constitutes winner's permission for TML to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, including but not limited to contest entries submitted

and/or any statements made by winners regarding the contest or TML for advertising and promotional purposes without notice or additional compensation, except where prohibited by law.

- m) By participating, participants and winners agree to release and hold harmless TML, and their respective advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the contest, or possession, acceptance and/or use or misuse of gift or participation in any contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.
- n) TML is not responsible if the contest cannot take place or if any gift cannot be awarded including, but not limited to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this contest in any way shall be disqualified. There is no purchase or sales presentation in this contest.
- o) Income Tax / TDS payable to the tune of 30% of the total gift value, if applicable, shall be borne by the winner.

### **GENERAL TERMS AND CONDITIONS**

- a) The Company reserves the right to change, curtail or discontinue the contest without notice.
- b) No call or SMS shall be accepted in respect of this contest or the result of the same.
- c) By entering the contest all participants confirm having understood the above terms and conditions and accept the terms and conditions.
- d) The decision of TML is final in all respects and shall be binding on all the participants and no correspondence whatsoever will be entertained in this regard.
- e) Participants acknowledge and understand that there will be no monetary/ any other obligations on the part of TML to compensate the participant for the usage of the content provided by the participant and shall have no claim whatsoever (whether financial or otherwise) on TML for all the aforementioned use of any content submitted by the participants.
- f) Facebook may collect personal data about entrants in accordance with its privacy policy. The participants will be notified by Facebook for use of their personal information for the contest.
- g) The participants warrant that they are of sound mind, of requisite legal age, have clearly understood that the contest details and that the participants would be shortlisted on the basis of originality, creativity and relevance of the story to the category. The participant further agrees that the participation in the Contest does not involve a matter of chance and or gambling and does not call for any entry fee being charged by TML from the participants. The participants agree to all the aforesaid Terms and Conditions on their own free will and there is no compulsion or coercion or undue influence exerted upon the participant to participate in the contest or agree the terms and conditions as mentioned herein above.
- h) Entries should not contain references which are obscene, crude or vulgar, derogatory characterizations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behavior or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by TML, in its sole discretion.
- i) The participant is responsible for all Content that the participant submits, post, or otherwise make available to or through this contest. By doing so, the participant represents and warrants to the Company that such content is original work of art and is not confidential and that the participant has all necessary permission to submit post and otherwise make available such Content.
- j) The Company makes no claims to responsibility or approval of Content that the participant submits post or otherwise make available to or through the contest and the participant continue to be responsible for such Content. However, the participant does grant to the Company and its affiliates a worldwide, nonexclusive, perpetual, fully sub-licensable, royalty-free right and license to use, adapt and exploit content as set below:
  - With respect to Content other than photos, graphics, audio, video, or journals that the participant submits, post or otherwise make available to public areas of the contest (e.g. not intended as a private

communication), the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such Content (in whole or part) worldwide via the contest or otherwise, and/or to incorporate it in other works in any form, media, or technology now known or later developed without any recourse to the participant; and

- With respect to photos, graphics, or journals that the participant submits, post or otherwise make available to public areas of the contest, the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display such Content, posted or made available to the Company.
- k) The Company has no responsibility for the content of any material submitted by participants, but reserves the right in its sole discretion to: (i) review, edit or delete content prior to posting on the page and/or making it available to the public; (ii) disclose to law enforcement; (iii) refuse access to the Site/Page to any participant that violates this agreement.
- l) The Company reserves the right to in its sole discretion to edit, withhold or delete any content (e.g., photographs, videos, posts, tips) posted to this Site/Page including but not limited to :
1. Content that appears to be copied or otherwise plagiarized from another source
  2. Content which is offensive, fraudulent, misleading, harmful, threatening as determined by the Company in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights (including Religious, National or Social sentiments).
  3. Content which contains references to competitors' products/claims.
  4. Content which contains Adverse Event regarding use of the Company or its affiliates' products. Please contact the consumer helpline listed on the website.
  5. Content that gives suggestions/ideas for product/packs/advertisement and any such advice not solicited by the Company. If however, such content is submitted, they shall become the property of the Company without compensation or notice.
  6. Content that is libelous, obscene, fraudulent, misleading, harmful, threatening otherwise illegal or offensive.
- m) To the maximum extent permitted by law, the Company disclaims all express and implied warranties with regard to the information, services, and materials contained on the social media platforms as a part of this contest; including without limitation any implied warranties of care and skill, satisfactory quality, fitness for a particular purpose. All such information, services, and materials are provided "as is" and "as available" without warranty of any kind.
- n) In no event will the Company or its affiliates be liable for any special, indirect, punitive, exemplary or consequential loss, or any loss whatsoever, including loss of data or profits and the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (Including negligence), product liability or otherwise, even if advised of the possibility of such damages. The participant alone will remain responsible and liable for all contents posted. The participants acknowledge and agree that the limitations set out above are fundamental elements of this agreement.
- o) The participant agrees to indemnify, defend and hold harmless the Company, its directors, officers, employees, agents, affiliates and suppliers from any liability, loss, claim and expense (including reasonable legal fees) directly or indirectly related to (i) the participant's breach of this agreement, and (ii) the participant's posting of material to this contest.
- p) Tata Motors reserves the right to change curtail or discontinue the contest without notice. Decision of Tata Motors is final in all respects and binding on all participants to the offer and no correspondence whatsoever will be entertained in this regard. All disputes shall be subject to Mumbai jurisdiction only.
- q) TML may collect personal data about entrants in accordance with its privacy policy. Please review the privacy policy and disclaimers at <http://www.xenon.tatamotors.com/pdf/contest-privacy-policy.pdf> . By participating in the promotion, entrants hereby agree to TML collection and usage of their personal information and acknowledge that they have read and unconditionally accepted the privacy policy
- r) Notwithstanding anything contained in this Terms and Conditions, there shall be no liability, loss, claim, expense etc., on TML, its directors, officers, employees, agents, affiliates and suppliers.
- s) By entering the Contest, all participants accept and agree to the above terms and conditions. Non-acceptance of any of these terms and conditions will result in disqualification of the participant.

- t) This agreement will be governed by and construed and interpreted in accordance with the laws of India. In case of any dispute only Mumbai Courts will have Jurisdiction