

TERMS & CONDITIONS

1. Eligibility:

The Contest is open to Indian residents only who give their consent and agree to be bound by these Rules and others as may be specified by the V.I.P. INDUSTRIES LIMITED. Participants are allowed to send multiple entries. At the time of submission of entry, each Participant must be an Indian citizen (e.g., must be able to show proof of legal permanent residence, if asked for) and must have agreed to be bound by these Rules. Employees, interns, and official office-holders, as well as their immediate families, of V.I.P. INDUSTRIES LIMITED; and the employees, interns and official office-holders, of the agency (22feet Tribal Worldwide) handling the contest are not eligible to participate.

2. Contest Period:

The Contest begins on 29th February 2016, and the closing date for receipt of entries by V.I.P. INDUSTRIES LIMITED is 8th March 2016. All dates are subject to change without any intimation.

3. How to Enter:

To enter the Contest, visit the Contest website located at www.skybags.co.in (“Contest Site”) during the Contest Period and follow the instructions that appear:

- The entry must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group of persons or person or religion, or otherwise does not comply with the theme and spirit of the Contest.
- The entry must not contain content, material or any element/s that is unlawful, or otherwise in violation of or contrary to all applicable national, state, or local laws, rules and regulations. Please note that under relevant laws of India, use of the National Flag, and other national symbols such as the Ashoka Chakra and the pictorial representation of national personalities such as Mahatma Gandhi, Prime Minister of India etc for certain purposes including as part of a corporate logo, are not permitted.
- It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark, design or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by V.I.P. INDUSTRIES LIMITED, at its sole discretion.
- It must be original, unpublished works that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity or any other person.
- The entry cannot contain any content, element, or material that violates a third party’s publicity, privacy or intellectual property rights.
- The entry is not the subject of any actual or threatened litigation or claim.
- The entry shall not include any disparaging remarks relating to the V.I.P. INDUSTRIES LIMITED or a third party.
- V.I.P. INDUSTRIES LIMITED reserves the right, at its sole discretion, to disqualify any Participant/s who submits an entry and supporting statement that does not meet the contest requirements. Incomplete or unclear entry or entries not complying with Rules are subject to disqualification.

4. Judging and Selection of Winners:

Judging criteria: Each entry will be evaluated and scored based on the following “Criteria”:

- Best entry as deemed fit by Brand Ambassador Varun Dhawan, who is the official judge for the contest

• The final decision will be the judge’s call and is binding on all participants.

V.I.P. INDUSTRIES LIMITED has hired a third-party i.e. agency/administrator 22feet Tribal Worldwide to help manage submissions of the entries and supporting statements. 22feet Tribal Worldwide is an independent, third-party marketing services organization retained by V.I.P. INDUSTRIES LIMITED to assist with the administration of this Contest. At times during the Contest, Agencies representative may contact any Participants for customer service purposes. By entering to this contest, Participants agree to receive phone calls, emails and SMS’s from the Agency or V.I.P. Industries Limited. The agency might upload Participant’s entries on Skybags’ social media pages and tag Participants on Skybags’ social media post that contains their entry. By entering to this contest, all Participants agree to be tagged in Skybags’ social media posts. The winner will be declared on the basis of judge’s selection.

Selection of Winners:

- One daily winner will be announced every day, during the duration of the contest

• The Grand Prize winner will be announced at the closure of the contest. The decisions of the judge is final and binding. In the event there are not enough eligible entries, not all prizes will be awarded. If a potential winner is unable for whatever reason to accept his or her prize, or does not comply with the rules than V.I.P. INDUSTRIES LIMITED reserves the right to award the prize to another Participant. Notification of Finalists and Winners: Becoming a finalist is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules and such other rules as may imposed by V.I.P. Industries Limited from time to time. The potential finalist(s) and winner(s) will be selected and notified by telephone and/or email, at V.I.P. INDUSTRIES LIMITED sole discretion. If a potential finalist/winner does not respond to the notification attempt within three (3) days from the first notification attempt, then such potential finalist/ winner may be disqualified and an alternate potential finalist/winner will be selected from among all eligible entries received based on the judging Criteria described herein.

5. Prizes: Following are the details on the prizes that will be awarded as per the conditions mentioned above in point 4. • Grand prize: Paragliding package for 1 • Daily prize: Skybags goodies

6. Participation:

The entries submitted by all the participants will be publicly displayed in a gallery on the website www.skybags.co.in. There is no cash alternative and the prizes must be taken as offered. V.I.P. INDUSTRIES LIMITED reserves the right to substitute prize(s) of an equivalent value if the Contest prizes become unavailable for any reason. If any winner is not able for whatever reason to accept their prize then V.I.P. INDUSTRIES LIMITED reserves the right to award the prize to the next best entry, as judged by the judge, Varun Dhawan. Any prize(s) that remain unclaimed at the end of 30 days from the announcement of the final results will be awarded to the next best entry(ies) as may be decided by the V.I.P. INDUSTRIES LIMITED in this regard. V.I.P. INDUSTRIES LIMITED does not assume any responsibility for any prize or products and services offered under the Contest. The prize or products and services are provided solely by the relevant vendors, under such Rules as determined by such vendors, and V.I.P. INDUSTRIES LIMITED accepts no liability whatsoever in connection with such prizes or products and services. The prizes or products and services have not been certified by V.I.P. INDUSTRIES LIMITED and under no circumstances shall the inclusion of any product or service in the Contest be construed as an endorsement or recommendation of such product or service by V.I.P. INDUSTRIES LIMITED. Except for warranties and conditions implied by law which cannot be excluded, V.I.P. INDUSTRIES LIMITED makes no representations or warranties, express or implied, regarding the quality or suitability of any prizes awarded under these Rules or such other rules as may be framed. Certain legislation may imply conditions or warranties which cannot be excluded, restricted or modified except to a limited extent.

7. Privacy Notice:

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 V.I.P. INDUSTRIES LIMITED and its affiliates for the purposes of conducting and administering the Contest. By entering the Contest, Participants agree to the transmission, processing, disclosing and storage of this personal data by V.I.P. INDUSTRIES LIMITED and its affiliates. All personal information that is collected from the Participants is subject to V.I.P. INDUSTRIES LIMITED Privacy Policy, located at www.skybags.co.in/PrivacyPolicy.pdf Participants have the right to access, review, rectify or cancel any personal data held in connection with the Contest by writing to V.I.P. INDUSTRIES LIMITED at the following address: DGP House, 5th Floor, 88C, Old Prabhadevi Road, Mumbai 400025. If any Participant/s do not provide the data as required, then that Participants's entry may be ineligible for the contest.

8. Media Activity:

V.I.P. INDUSTRIES LIMITED reserves the right to use the entry in any manner it sees fit (including with or without attribution) within future internal or external Skybags' communications. The entries may also be used for press and media purposes and you agree to waive any moral rights and to not assert any other intellectual property rights that you have or may have in the entry. V.I.P. INDUSTRIES LIMITED reserves the right at its sole discretion to publish the name and likeness of winners on its www.skybags.co.in or through other media for publicity purposes. On entering into the Contest, you agree to be involved in media activity or other promotional activity regarding the Contest. V.I.P. INDUSTRIES LIMITED will contact you in advance if any media request interviews with the winning entry.

9. Intellectual Property:

In submitting an entry each Participants warrants that he/she is the owner of the entry and the intellectual property in it and that all components of your entry are indeed original creations. Any intellectual property infringement, misuse or plagiarism of another person's work in any form or state in V.I.P. INDUSTRIES LIMITED' opinion will result in immediate disqualification and forfeiture of eligibility to receive all awards, recognition and prizes. Each Participant consents to his/her entry being used in any manner set out in these terms.

10. No Recourse to Judicial or Other Procedures:

To the extent permitted by law, the rights to litigate, to seek injunctive relief or to 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 you acknowledge and agree, and expressly waive any and all such rights.

11. Limitation of Liability:

To the maximum extent permitted by law, you agree to indemnify and keep indemnified V.I.P. INDUSTRIES LIMITED at all times from and against all liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omissions by you and or a breach of any warranty by you detailed herein to the maximum extent permitted by law. You indemnify and agree to keep indemnified V.I.P. INDUSTRIES LIMITED at all times from and against any liability, actions, claims, demands, losses, damages costs and expenses for or in respect of which V.I.P. INDUSTRIES LIMITED will or may become liable by reason of or related or incidental to any act, default or omission by you under these rules including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to those rules by you. To the maximum extent permitted by law, you agree to hold V.I.P. INDUSTRIES LIMITED, its respective Directors, Officers, Employees and assigns harmless for any injury or damage caused or claimed to be caused by participation in the Contest and/or use or acceptance of any prize won.

12. General Conditions:

- V.I.P. INDUSTRIES LIMITED is not responsible for any typographical or other error in printing of the offer, administration of the Contest, or in the announcement of the prizes.
- V.I.P. INDUSTRIES LIMITED accepts no responsibility for entries lost, delayed, damaged, defaced, or mislaid, howsoever caused.
- Entries will not be returned.
- V.I.P. INDUSTRIES LIMITED' and/or the judge's decision is final and binding and no correspondence will be entered into in relation to such decision.
- V.I.P. INDUSTRIES LIMITED reserves the right to disqualify any entry or Participants that violates the Contest rules or that adversely affects the fairness or the legitimate operation of the Contest.
- There is no cash alternative and the prizes must be taken as offered. V.I.P. INDUSTRIES LIMITED reserves the right to substitute prize(s) of an equivalent value if the prizes become unavailable for any reason. If any winner is not able for whatever reason to accept their prize then V.I.P. INDUSTRIES LIMITED reserves the right to award the prize to another participant or Participants.
- Potential prize winners may be required to sign, notarise, and return an Affidavit or Declaration of Eligibility, undertaking, a Liability/Publicity Release and provide any additional information that may be required by V.I.P. INDUSTRIES LIMITED. Failure to comply within this time period may result in disqualification and selection of an alternate winner.
- The Contest is governed by the laws of India and Mumbai courts shall have jurisdiction over any dispute arising in relation thereto.
- In the event of an inconsistency in interpretation between the English language and Hindi language versions of the Terms and Conditions, the English language version shall prevail.
- In the event of occurrence of any injury or fatal accident with the participants or any other person whether directly or indirectly while entering into this contest, V.I.P. Industries Limited shall not be held liable and responsible to any person or participant. The participants shall participate at their own risk.

13. Internet: V.I.P. INDUSTRIES LIMITED is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. V.I.P. INDUSTRIES LIMITED is not responsible for theft or destruction or unauthorized access to or alterations of Contest materials or images or for technical, network, telephone equipment, electronic,

computer, hardware or software malfunctions or limitations of any kind. V.I.P. INDUSTRIES LIMITED is not responsible for inaccurate transmissions of or failure to display Contest materials on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Internet portion of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, V.I.P. INDUSTRIES LIMITED reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest.