

**TVS TYRES SRILANKA VS AUSTRALIA CRICKET SERIES 2016 CONTEST IN INDIA**

**TERMS AND CONDITIONS**

| Clause | Title                         | Terms and Conditions  |
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| 1.     | Promotion Details and Concept | <p>The Australia vs Sri Lanka Social Media Promotion (“<b>Promotion</b>”) is a promotion sponsored by TVS . SRICHAKRA Ltd. (“<b>TVS</b>”), being held between August 21, 2016 (“<b>Start Date</b>”)and September 09, 2016 (“<b>End Date</b>”), both days inclusive, which period will be known as the “<b>Promotion Period</b>” across India except in the state of Tamil Nadu and Sri-Lanka, wherein individuals will have the opportunity to win Match Tickets along with Travel Tickets (as defined herein) and a chance to be considered for participation. Interested individuals can participate in the Promotion by participating in contest (“<b>TVS Contest</b>”) and answer the right questions on the day of the contest. There will be a random draw for 5 lucky winners who will be provided with Match Tickets and Travel Tickets for the Australia vs Sri Lanka match (to and fro).</p> <p>The participant will be contacted through a direct message in Facebook and Twitter for all the communication for the contest.</p> <p>The Participant will be required to provide a valid and existing mobile number which will be considered as the registered mobile number for the Participant and shall be used for all further correspondence with the Participant for the purpose of the Promotion.</p> <p>The Promotion is advertised and promoted, <i>inter alia</i>, through media including radio, digital media including television (news and other channels), point of sale materials, outdoor publicity through banners, posters, billboards, public announcements, website and other available media.</p> <p>The Promotion is subject to all applicable central, state and local laws and regulations.</p> <p>The Promotion website is available at: <a href="http://www.tvstyres.com/XXXXX">www.tvstyres.com/XXXXX</a> (“<b>Promotion Website</b>”).</p> |
| 2.     | TVS and its Partners          | <p>This Promotion is sponsored by TVS, having its Factory at TVS SRICHAKRA LIMITED VELLARIPATTI, MELUR TALUK, MADURAI - 625 122.</p> <p>Havas Media Group. (“<b>HAVAS</b>”)which shall manage the logistics</p>   |

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|    |                                   | <p>related to the Promotion, commencing with the contest process leading up to handing over of final list of validated winners to TVS.</p> <p>An accredited firm of Chartered Accountants appointed by TVS (“CA”) will determine the winners of the Promotion in accordance with the procedure prescribed herein.</p>   |
| 3. | Agreement to Terms and Conditions | <p>Entry and participation in this Promotion will be deemed as an unconditional and an unequivocal acceptance of these Terms and Conditions, including any modifications, revisions and amendments thereto. The decisions of TVS, HAVAS and/or the CA shall be final and binding on the Participants in all matters related to the Promotion.</p> <p>Further, the Participants recognize that these Terms and Conditions may be modified by TVS from time to time without any prior/public notice by posting the applicable terms and conditions on the Promotion Website. TVS also reserves the right to cancel or terminate the Promotion at any stage without assigning any reasons whatsoever. Successfully entering the Promotion and winning a prize is subject to all requirements set forth herein.</p> |
| 4. | Promotion Period                  | <p>This Promotion will commence on 21<sup>st</sup> August, 2016 and will continue until 09<sup>th</sup> September, 2016, which period will be known as the (“<b>Promotion Period</b>”).</p> <p>The valid timings for receiving entries are between 00:00:00 HRS and 23:59:99 HRS IST, each day of the Promotion Period (“<b>Promotion Timings</b>”).</p>  |
| 5. | Eligibility Criteria              | <p>Entry and participation in this Promotion is open to all persons currently residing in any Indian (except in the state of Tamil Nadu) state/union territory/region, who satisfy each the following criteria:</p> <ul style="list-style-type: none"> <li>- are over the age of 18;</li> <li>- own a valid cellular GSM or CDMA phone connection that is accessible at all times;</li> <li>- have not been arrested or convicted of any crime or been the subject of any criminal investigation;</li> <li>- bear a good moral character and have not been implicated or named in any legal proceedings (either Civil or Criminal);</li> <li>- are not management, employees, directors or contractors, or the family of the management, employees, directors or contractors of TVS, HAVAS their</li> </ul>     |

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|  |  | <p>related entities or other agencies, firms or companies associated with the Promotion (including suppliers of prizes).</p> <p><b>The residents of the State of Tamilnadu or any other place where lucky draw is banned or stated to be illegal shall not be entitled/eligible to participate in this TVS Tyres contest.</b></p> <p><b>Eligible Persons</b></p> <p>Eligible Persons participating or seeking to participate in the Promotion shall individually be referred to as “<b>Participant</b>” and collectively as “<b>Participants</b>”.</p> <p>Persons intending to participate in the Promotion, who have listed their phone numbers on the National Do Not Call Registry (“<b>NDNC Registry</b>”), shall de-register themselves from the NDNC Registry till the completion of the Promotion (including the delivery of prizes, if applicable, under this Promotion).</p> <p>Such persons agree not to make any claim or raise any complaint whatsoever against TVS in this respect. Please note that persons intending to participate in the Promotion who have not de-registered themselves from the NDNC Registry shall also have no right to make any claim or raise any complaints against TVS or HAVAS if they do or do not receive any call or SMS with respect to their application, participation and all other matters pertaining to the Promotion.</p> <p>By participating in the Promotion, each Participant hereby agrees to receive details and information on this Promotion, on their respective mobile phones, through SMS or voice calls, during the entire tenure of the Promotion.</p> |
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| 6. | How to enter the Promotion | <p>Participants wishing to enter the Promotion may submit the answers on FB and Twitter of any of the TVS Contest through either of the following routes.</p> <p><b>a) Facebook</b></p> <ol style="list-style-type: none"> <li>1. To enter the Promotion through this route, Participants are required to like the TVS Tyres Facebook Page and answer the query of the contest post in the comments section.</li> <li>2. If the Participant states that the Participant is not aware of the Promotion Terms and Conditions, the Participant will be asked to read the detailed Terms and Conditions, available on the Promotion Website (<a href="http://www.tvstyres.com">www.tvstyres.com</a>), and reply back.</li> <li>3. Once the answer is validated ("<b>Valid Entry</b>") the Participant shall be short listed by a random lucky draw.</li> <li>4. If Participants are from Tamil Nadu, they will be informed that the Promotion is not available in their state.</li> </ol> <p><b>b) Twitter</b></p> <ol style="list-style-type: none"> <li>5. To enter the Promotion through this route, Participants are required to Follow the TVS Tyres Twitter Page and answer the query below the contest post in the reply section.</li> <li>6. If the Participant states that the Participant is not aware of the Promotion Terms and Conditions, the Participant will be asked to read the detailed Terms and Conditions, available on the Promotion Website (<a href="http://www.tvstyres.com">www.tvstyres.com</a>), and reply back.</li> <li>7. Once the answer is validated ("<b>Valid Entry</b>") the Participant shall be short listed by a random lucky draw.</li> <li>8. If Participants are Tamil Nadu, they will be informed that</li> </ol> |
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|    |                                  | the Promotion is not available in their state.   |
| 7. | Prizes and Winners               | 5 lucky winners will be rewarded with tickets and entire travel expenses borne by TVS Tyres.   |
| 8. | Selecting and Contacting Winners | <p>HAVAS will transmit all the Valid Entries to the appointed CA, who shall ascertain 5 Winners eligible to receive Australia vs Srilanka match tickets (together the “<b>Eligible Winners</b>”) during the Promotion Period. The winners will be determined on the basis of a random computerized lucky draw.</p> <p>In addition to the Eligible Winners mentioned above, five (5) backup winners shall be selected along with the five (5) primary winners</p> <p>HAVAS shall contact the Eligible Winners a maximum of three (3) times.</p> <p>The Eligible Winners may receive the prize subject to the Terms and Conditions detailed below.</p> <p><b>Contacting Eligible Winners</b></p> <ol style="list-style-type: none"> <li>a. Each Eligible Winner will be called on the mobile number through which he/she participated.</li> <li>b. In the event the Eligible Winner’s number is busy, unreachable, or he/she does not attend the call, three (3) more attempts will be made to reach the Eligible Winner on the same day. If even on the last attempt, the Eligible Winner does not attend the call, or is unreachable, or confirms that he/she is not interested in continuing in the Promotion, the Eligible Winner’s participation in the Promotion shall come to an end, his/her entry shall stand canceled and he/she shall not be eligible to receive any prize. An SMS confirming the cancellation of entry will be sent to him/her. Once an Eligible Winner has been sent an SMS confirming cancellation of entry, no request for reconsideration shall be entertained.</li> <li>c. In the event the Eligible Winner attends the call on either the second or third attempt and confirms that he/she is interested in continuing in the Promotion, the procedure outlined in step (g) shall apply.</li> <li>d. In the event the Eligible Winner requests HAVAS to</li> </ol> |

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|     |                                  | <p>call back at a particular time within the next 24 hours HAVAS shall call the Eligible Winner at the designated time. If the Eligible Winner is unreachable or does not respond to the call, two (2) more attempts will be made to call the Eligible Winner within 48 hours. If the Eligible Winner responds and confirms that he/she is interested in participating in the Promotion, the procedure outlined in step (g) shall apply.</p> <p>e. In the event an Eligible Winner indicates that he/she is not interested in continuing in the Promotion and claiming his/her prize, or the Eligible Winner does not attend the call, or is unreachable, HAVAS shall inform him/her that his/her entry in the Promotion stands cancelled and the he/she is not eligible to receive his/her prize. An SMS confirming the cancellation of entry will be sent to him/her.</p> <p>Please note that TVS or HAVAS shall not be liable for any failure in the delivery of the prize on account of an incorrect, inaccurate, erroneous etc. address provided by the Participant.</p> <p>No Prize will be awarded if the information presented by the Participant(s) at the time of entering the Promotion, or at any subsequent stage is not factually correct.</p> <p>Apart from the prize, the Eligible Winner(s)/Verified Winner(s) or their legal heirs will have no other rights or claims against TVS.</p> |
| 9.  | Conditions relating to the Prize | <p><b>5Match Tickets:</b></p> <p>TVS shall not be held responsible for any seat locations and stadium maintenance with the match tickets. The Winner(s) may not exchange or assign the prizes, and shall not be entitled to any compensation whether in cash or kind from TVS or HAVAS.</p> <p>Please note that if the Verified Winner is unable to attend the 'Match' session, he/she shall not be entitled to any compensation whether in cash or kind from TVS, HAVAS or any of their affiliates, representatives, associates, agents, etc.</p> <p>No portion of the prizes offered under the Promotion is redeemable for cash. The prizes are also not refundable or transferable.</p>  |
| 10. | Publicity                        | The Participants undertake and irrevocably and unconditionally permit TVS to cover the Promotion through various media  |

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|     |                              | <p>including newspapers, radio, television including news and other channels, internet, point of sale materials, etc., and shall not raise any objection, protest or demur whatsoever to such coverage or in this regard.</p> <p>Whilst TVS shall make all reasonable efforts, there is no obligation on the part of TVS to air any entry.</p> <p>The Winners must, at the request of TVS, participate in all promotional activity (such as publicity and photography) surrounding the winning of the Prize, free of charge, and they consent to TVS using their name and image in all promotional materials.</p>  |
| 11. | Intellectual Property Rights | <p>All right, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) and in any and all responses received shall vest solely and exclusively with TVS at all times. TVS or any person or entity permitted by TVS in this regard shall be entitled to use any information in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and or payment to the Participant.</p> <p>All material submitted in connection with the Promotion (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of Participants are assigned to TVS upon submission and become the property of TVS exclusively. TVS may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of TVS.</p> |
| 12. | General Conditions           | <ul style="list-style-type: none"> <li>i. Each Participant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering this Promotion the Participant warrants that all information provided by him/her regarding his/her name, age, state, city, address, phone number, etc., is true, correct, accurate and complete.</li> <li>ii. Each Participant is required to provide full and accurate details of his/her name, permanent address, phone number, age and such other details as may be prescribed by TVS and it is to be understood that the prizes will be given to the winner only upon furnishing of the prescribed details and documents to TVS or HAVAS as applicable.</li> <li>iii. TVS may, at any time, verify or authorize verification of the</li> </ul>   |

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|  |  | <p>Participant's entry (including such Participant's identity, age, place of residence and affiliations) and disqualify any Participant (at any stage of the Promotion) if it is found that such Participant has submitted an entry or any documents that is inconsistent with these Terms and Conditions.</p> <p>iv. TVS may, disqualify any Participant if such Participant engages in or it is found that such Participant has engaged in any illegal, unlawful or improper conduct (with regard to the Promotion or otherwise).</p> <p>v. The decision of HAVAS as regards the selection of Valid Entries; Eligible Winners is subject only to TVS's approval. No correspondence or any other claims whatsoever, in this regard will be entertained. The prize cannot be exchanged and is not transferable or refundable. Also, the prize is not redeemable for cash or any monetary benefits in kind.</p> <p>vi. TVS reserves the right at its sole discretion to cancel, terminate, postpone, modify or suspend the Promotion in whole or in part at any time including if, for any reason, the Promotion is not capable of running as planned, including due to any technical failure or any other causes beyond the control of TVS or HAVAS and will not be liable for any consequential losses/damages. All Winners and/or Participants agree that no claims or complaints may be raised against TVS, HAVAS or any of their affiliates, representatives, associates etc. in this respect. Any decision of TVS in this regard and in general with respect to this Promotion and the Terms and Conditions thereto shall be final, binding and non-contestable.</p> <p>vii. TVS further reserves the right to modify or cancel the prizes offered under this Promotion, at its sole and absolute discretion. The Winners and/or the Participant agree that no claims or complaints whatsoever may be raised against TVS, HAVAS or any of their affiliates, representatives, associates etc. in this respect.</p> <p>viii. Participants shall follow all directions/rules and regulations (whether communicated in written form or verbally) framed by TVS or HAVAS at all times in connection with the Promotion. Any deviation or objection by any Participant(s) may result in their disqualification from the Promotion.</p> <p>ix. The Participant(s) hereby undertake to provide and/or</p> |
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|  |  | <p>execute any documents as may be deemed necessary by TVS to effectively carry out his/her obligations under the Competition and/or its Terms &amp; Conditions.</p> <p>x. Employees and family members of TVS, HAVAS their associates and affiliates are not eligible to participate in the Competition.</p> <p>xi. The Participant(s) must take all reasonable steps to ensure their general health and safety in relation to travel and other activities during the meet and greet session TVS or HAVAS shall not be liable or responsible, whether jointly or severally, in any manner whatsoever in this regard.</p> <p>xii. Nothing contained herein amounts to a commitment or representation by TVS to conduct further promotions.</p> <p>xiii. The decision of TVS shall be final in all regards and no communication shall be entertained in this regard. None of the provisions of these Terms and Conditions shall be deemed to constitute a partnership or agency between any Participant and TVS and the Participant shall not have the authority to bind TVS in any manner whatsoever.</p> <p>xiv. TVS and HAVAS shall not be liable to perform any of their respective obligations under the Promotion or in respect of the prize where they are unable to do so as a result of circumstances beyond their control in the nature of fire, explosions, natural calamities, state emergency, riots, government restrictions or any other Force Majeure condition, etc., and shall not be liable to compensate the Winners or the Participants in these circumstances.</p> <p>xv. Failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies on the part of TVS or HAVAS.</p> <p>xvi. Winners and Participants undertake not to, at any time, disclose, reveal, communicate or otherwise make public any information relating to TVS, their respective business, personnel, servants, agents or officers to anyone.</p> <p>xvii. If a Participant is dissatisfied with the Promotion or the Promotion Terms and Conditions, his/her sole and exclusive remedy is not to participate in the Promotion.</p> <p>xviii. The general terms and conditions and privacy policy on the</p> |
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|     |                                      | <p>Promotion Website shall be applicable in addition to these Terms and Conditions.</p> <p>xix. Neither TVS or HAVAS shall be required to publish or disclose any personal details about the Winners of the Promotion (excluding the names of the Winners which shall be published on the Promotion Website), including but not limited to their telephone number, address, etc., as such disclosure shall amount to violation of the privacy rights of Winners, except to the extent specifically permitted under these terms and conditions.</p> <p>xx. Please note that neither TVS, HAVAS or any of its affiliates, representatives etc. shall be responsible for any disruption, disturbance or disconnection in the phone line and any undelivered, and/or incomplete SMS and all disputes, complaints, claims shall be raised with the Telecom Service Provider only.</p> <p>xxi. These Terms and Conditions may be altered by TVS at its sole and absolute discretion and without any notice to the Winners and/or Participants.</p>   |
| 13. | Release and Limitations of Liability | <p>(i) By entering the Contest, the Participants hereby release from and agree to indemnify TVS, and/ or any of its respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of the prize or participation in the contest including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.</p> <p>(ii) TVS accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of themselves or third parties in relation to the prizes. TVS and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for any late, lost, misrouted, garbled or distorted or damaged transmissions or entries.</p> <p>(iii) The Participant(s) shall be solely responsible for any consequences which may arise due to their participation in the Promotion by conducting an illegal act. Participant(s) also undertakes to indemnify TVS and/or HAVAS and their respective officers, directors, employees and agents on the happening of such an event (including</p> |

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|  |  | <p>without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by TVS or HAVAS on account of such act on the part of the Participant. Participant(s) hereby agree to indemnify, defend and hold harmless TVS in case of any loss or liability (including but not limited to liabilities, judgments, damages, losses, fines and penalties, claims, costs and expenses such as attorneys' fees and expenses) or any other loss associated with, arising out of or incidental to their ineligibility to participate, any untoward, rash or negligent act on their part, or non-compliance or alleged non-compliance with these Terms and Conditions, any other rules, regulations, directives (whether written or verbal) issued by TVS or HAVAS from time to time, during the Promotion or the meet and greet session.</p> <p>(iv) To the fullest extent permitted by law, in no event will TVS or any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that TVS may engage for purposes of the Promotion), be liable for any loss or damages (including, without limitation loss of income, profits or goodwill, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Promotion and/or the Promotion prizes, even if TVS has been advised of the possibility of such damages in advance, and all such damages are expressly excluded. The Participant shall indemnify, defend, and hold TVS harmless in the event of there being any third party/entity/organization claims arising from or related to his/her participation in the Promotion. In no event shall TVS be liable to any Participant for acts or omissions arising out of or related to the Promotion or his/her participation in the Promotion.</p> <p>(v) In consideration of TVS allowing the Participant(s) to take part in the Promotion, to the maximum extent permitted by law, the Participant(s) waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against TVS, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the</p> |
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|     |         | Competition or related to the Competition or the prizes of the Competition.   |
| 14. | Dispute | <p>(i) The courts of competent jurisdiction at India shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Competition.</p> <p>(ii) Participation in the Promotion is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation, this clause.</p> <p>(iii) Further all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Participants and/or TVS and/or Partners of this Competition, shall be governed and construed in accordance with the laws of the Republic of India.</p> |