

## #SkodaDriveOfBelief – Contest Terms & Conditions

### **About the Contest:**

The following terms and conditions govern the conduct of the contest (“Contest”) which are organised by Škoda Auto Volkswagen India Pvt. Ltd. (“SAVWIPL”).

By participating in the Contest, each entrant fully and unconditionally agrees to accept these terms and conditions specified as herein below.

### **Contest Duration:**

The Contest start from June 03, 2024 at 12:00 PM and end at 11:59 PM on June 19, 2024 IST (“Indian Standard Time”) (“Contest Duration”). However, SAVWIPL reserves the right to extend or shorten the Duration of the Contests at its sole discretion.

### **Definitions**

- a. "Contest" means the contest titled as “Škoda Drive of Belief Contest”
- b. "Contestant" means the Indian citizen residing in India and following the Instagram Channel or Twitter Profile or Facebook Page of Škoda Auto India or Instagram channel of Fans of Škoda or X (Twitter) channel of Škoda India PR, who is eligible and chooses to participate in the Contest
- c. "Judge" or "Judges" means the Judge or the panel of judges appointed by SAVWIPL in its sole discretion, who shall have final authority to declare the winners of the Contests. The decision of Judge shall be final and binding on the Contestant.
- d. "Prize" means the prize declared for Winner (defined below) of the Contest by SAVWIPL.
- e. "SAVWIPL" means Škoda Auto Volkswagen Pvt. Ltd., a company registered as per the Companies Act, 1956 and having its registered office at: E1, MIDC Industrial Area (Phase III), Village: Nigoje Mhalunge, Kharabwadi, Tal.: Khed, Chakan, Pune, Maharashtra 410501
- f. "Winner / Winners" mean the Lucky Contestant who is declared winner.

### **Eligibility Criteria:**

- a. All Indian citizens residing in India are eligible to take part in the Contest.
- b. Participation subject to the respective state law. In case any contravention to the state laws the candidature of the participants shall deem to be void.
- c. Contestant must be 18 years or older to be eligible for taking part in Škoda Drive of Belief Contest
- d. Entries received after the stipulated time will not be eligible.
- e. Employees of SAVWIPL, their affiliates, immediate families thereof, as well as employees of SAVWIPL's advertising agencies, its auditors, executing agencies, business partners and their associate companies are eligible to participate.

- f. By applying to participate in the Contest, each Contestant represents that he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary in his/her country of residence.

**Contest Requirements, Features and Procedures:**

1. During the Contest Period, contestant must share their entries in the form of a story or post or comment on Instagram or Facebook or X (Twitter) channels. Alternatively, the Contestant can visit the campaign website to share their entries.
2. The entry is to be shared as mentioned below:
  - a. During the Contest, June 03, 2024 at 12:00 PM to 11:59 PM on June 19, 2024 IST ("Indian Standard Time"), contestant must share their story of Drive of Belief in order to be eligible for the Contest.
3. The Contest will be replicated across the following channels:
  - a. <https://www.instagram.com/skodaindia/>
  - b. <https://www.instagram.com/fansofskoda/>
  - c. <https://www.facebook.com/skodaindia>
  - d. [https://www.X \(Twitter\).com/SkodaIndia/](https://www.X(Twitter).com/SkodaIndia/)
  - e. [https://X \(Twitter\).com/skodaindia\\_pr](https://X(Twitter).com/skodaindia_pr)
  - f. <https://www.linkedin.com/company/skoda-auto-india-pvt-ltd-/>
  - g. <https://www.skoda-auto.co.in/other-offerings/skodadriveofbelief/>
4. The eligible person ('Contestant') will have to follow any of the above-mentioned social media channels to enter the Contest.
5. To participate in the contest,
  - a. Contestant must mention in their response hashtag #SkodaDriveOfBelief
  - b. Contestant must fill in the form on the campaign website and share their entry there.

**Participation Fees:**

No subscription to SAVWIPL or purchase or payment of any fee is required for participating in the Contest. The participation is voluntary.

**Prize:**

1. The Winner(/s) shall be declared as per the below criteria and are eligible for the prize(/s) accordingly:
  - a. 24 participants will be declared as winners on the basis of the lucky draw after first level of verification of the users' entry conducted by internal jury.
  - b. The winners will be eligible for a Škoda merchandise box and will be invited for a Škoda Drive Experience and a chance to meet the Škoda Auto India's leadership. The

details of the Škoda Drive Experience such as venue, date etc. will be communicated to the winners via DM / E-mail.

2. The Contestant understands that mere participation in the Contest does not entitle the Contestant to win the Prize.
3. Subsequent to the verification of eligible entries, the Winners will be selected:
  - a. Basis random selection
  - b. Based on 'Quality' and 'Uniqueness' of the Entries
  - c. Verification of the Entries:
    - i. Contestants will also be verified via certain details and by Internal Jury. Upon verification from the Internal Jury, the Contestant will be declared as Winner
4. The decision of SAVWIPL in this regard shall be final and binding.
5. The Winners will be announced on June 24, 2024 on all SAVWIPL social media platforms where the contest is conducted
6. The Prize is non-transferable and no cash alternatives will be permitted. Winner shall have to bear all incidental costs, if any, that may arise such as transportation costs for the fulfilment of the Prize. Winner must comply with all terms and conditions mentioned here.
7. The Prize must be accepted on an 'as is' basis. Any charge over and above the stated Prize shall have to be borne by the Winners themselves including without limitation travelling, Prize collection/delivery charges etc.
8. SAVWIPL also reserves the right to change the Prize at any time during the Contest.
9. SAVWIPL holds the right to ask for identification proof in the form of a valid passport copy, latest /recent passport size profile picture, Aadhar card/voter's ID or any other document to validate the personal identification and the address proof of the Winner. The details provided will be verified by SAVWIPL.
10. Prize shall be subject to terms and conditions and compliance with all applicable statutory legislations/ processes /formalities as may be applicable to specific Prize.

**Terms and conditions:**

- By participating in the Contest, Contestant accepts and agrees to be bound by these terms and conditions, including any amendments and modifications hereto. Contestant also specifically agrees to be bound by and subject to the terms and conditions of X (Twitter), LinkedIn, Instagram and Facebook governing the Contest or participation of Contestant.
- Additional Travelling and Lodging expense will be borne by Winner itself
- This Contest will be open for the Contest Duration communicated in the Contest requirements in India only.
- Participation subject to the respective state law. In case any contravention to the state laws the candidature of the participants shall deem to be void.
- Entries submitted in any manner other than specified in the Contest requirements will be automatically disqualified.

- Contestant shall not use multiple accounts/ profiles to send entries in the Contest. Contestant using fake accounts to send entries will be automatically disqualified.
- Multiple entries by the same Contestant are allowed, however, the Contestant can be declared as winner only once.
- At the end of the Contest Duration, all entries received by SAVWIPL during Contest period will be considered for deciding the Winner.
- By entering the Contest, each Contestant agrees to the use, by SAVWIPL and its partners, in any manner, for any purpose, at any time and in any medium, their name, photograph and/or likeness, without compensation.

**Other Terms and Conditions:**

1. It is strictly prohibited to submit entries that violate the rights of any person or entity (including intellectual property rights, rights for privacy, etc.), contain expressions of hate, abuse, offensive images or conduct, contain obscenity, pornography, sexually explicit content, constitute defamation, or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these terms and conditions.
2. SAVWIPL is authorized to remove any entry that it does not see fit in the spirit of the campaign. Any irrelevant, spam, porn, or otherwise improper submission can be taken off without warning and explanation.
3. By participating in the Contest and/or accepting a Prize, each Contestant grants to the SAVWIPL or its affiliates a perpetual, non-exclusive, irrevocable, worldwide, royalty-free, sub-licensable and transferable license to use, copy, print, display, prepare derivative works of, reproduce, adapt, modify, publish, post, broadcast, transmit and distribute the entry submitted, in any manner it deems fit, in any media formats and through any media channels, including for Contest, advertising, marketing and publicity purposes, without notification or approval, all without any additional compensation to Contestant and/or Winners.
4. The distribution of Prize shall be at the sole discretion of SAVWIPL. SAVWIPL may substitute or change Prize offered under Contest at any time without notice. Contestant/Winner may not substitute Prize for other items or exchange for cash. Prize shall be non-transferable.
5. SAVWIPL will contact the Winners via the email ID provided by them. SAVWIPL may require the Winner to furnish further information viz., contact address, identity proof, pan card details, phone number, etc. Identification considered suitable for verification and subsequent dispatch of Prize is at the sole discretion of SAVWIPL.
6. By participating in Contest, each Contestant agrees that Contestant's name, address, telephone numbers, e-mail identities or any other information that is provided by the Contestant ("Personal Information") may be shared by SAVWIPL with others associated with and/or assisting in organizing and administering Contest, and to send to the Contestant Personal information pertaining to the SAVWIPL, in the future.

7. SAVWIPL shall not be liable to dispatch the Prize in case it is unable to contact the Winner despite making reasonable efforts or in case the Winner fails to revert to SAVWIPL within a reasonable period of time. In such situation, prize won by the winner shall automatically stand cancelled and winner shall have no right to claim the prize in future. In such an event, SAVWIPL shall in its sole and absolute discretion be entitled to select an alternate Winner.
8. SAVWIPL shall not be liable for any damage/loss/non-delivery of Prize due to incorrect address or any other incorrect information provided by the Winner.
9. SAVWIPL shall not be responsible for any cost, expense or other liability whatsoever in relation to, arising from or connected with Prize or its quality. SAVWIPL shall not be responsible for any injury (including death), loss, damage or other consequence whatsoever arising from, suffered or incurred by Winners from or in relation to Prize. SAVWIPL assumes no responsibility for non-receipt of Prize by the Winners or for any damage, loss, injury or disappointment suffered by any Contestant/Winner participating in Contest or as a result of accepting any Prize.
10. The Prize images used in the Contest advertisements / Contest materials (if any) are only illustrative in nature and the actual Prize may differ from the illustrative image.
11. If for any reason the Contest cannot be held as planned, including without limitation any 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 the Contest, or for any other reason whatsoever, SAVWIPL reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest. Any failure by SAVWIPL to perform its obligations will be excused to the extent such performance is prevented due to reason of force majeure such as acts of God, explosion, labor dispute, failure of utilities, governmental interference or any other act or condition beyond the reasonable control of SAVWIPL. SAVWIPL shall not be liable for compensating for any financial loss arising out of such circumstances.
12. Contestant shall be solely responsible for any costs and expenses incurred towards internet connection charges, e-mail transmission charges, data transfer (send/receive) charges, mobile connection charges or other incidental costs or expenses as may be applicable, inclusive or exclusive of any other service charges, applicable taxes, levies, duties, cess, etc. depending upon the service provider
13. Mere participation in the Contest does not entitle the Contestant to receive a Prize. SAVWIPL reserves the sole and absolute right to disqualify any person from (i) his or her participation in the Contest, and (ii) receipt of any Prize and/or require the return of any such Prizes delivered. In such an event, SAVWIPL reserves the right to select a new Winner for the Prize and/or dispose of the Prize in any manner it deems fit, at its sole discretion.
14. Contestant expressly agrees and acknowledges that Contestant uses the service at its sole risk and responsibility. That the Prize is provided on an "AS IS" and "AS AVAILABLE" basis. SAVWIPL expressly disclaims all warranties of any kind, whether express or implied. Neither does

SAVWIPL make any warranty that the Contest and or emanating results will meet your expectations, or the services will be uninterrupted, timely, secure, or error free.

15. Under no circumstances shall SAVWIPL and/or its directors, employees, officers, affiliates or subsidiaries, be liable to the Contestant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if SAVWIPL has been advised of the possibility of such damages. Notwithstanding anything contained herein, the aggregate liability of the SAVWIPL to a Contestant for any reason whatsoever shall not exceed the value of one Prize.
16. Contestant shall indemnify SAVWIPL, its agents, employees, representatives, associates, affiliates, parent and subsidiary companies, associates and partners against any and all claim, losses, costs, damages, liability and expenses arising out of the Contestant's breach of any of these terms and conditions or for any reason whatsoever connected to or arising out of their participation in the Contest. To the extent permitted by applicable law, each Contestant, by entering the contest, expressly discharges and releases SAVWIPL from any claim, action or demand arising out of or in connection with the Contest or their prizes.
17. SAVWIPL Employee can take part in the contest. Employees involved in the organization or execution of the contest must disclose any potential conflicts of interest and may be excluded from participating to ensure fairness. Employees are expected to engage in fair play and sportsmanship throughout the contest. Any attempt to manipulate results or engage in unfair practices may lead to disqualification.
18. SAVWIPL does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Contestant or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission or the entry of a Contestant at any stage of the Contest.
19. Notwithstanding anything contained herein, the decision of SAVWIPL will be final and binding with regard to the Contest, declaration of Winners and prizes and no correspondence, objection, complaints, etc. will be entertained in this regard.
20. The updated terms and conditions governing the Contest will be published by SAVWIPL at the same web link where the original terms and conditions are published. SAVWIPL also reserves the right to modify, cancel, extend and/or discontinue the Contest or any part thereof at any stage without assigning any reason and without giving any prior notice and without any liability. Contestants are advised to regularly check for any amendment(s) or update(s) to the terms and conditions No correspondence in this regard shall be entertained.
21. The number of winners that will be selected will be at the sole discretion of SAVWIPL.
22. For all purposes in relation to this Contest, the courts at Mumbai alone shall have exclusive jurisdiction. No other courts shall have jurisdiction to deal with any dispute or any matter between the Contestant or any other party and SAVWIPL arising out of this Contest.
23. This terms and conditions of the present Contest shall be construed in accordance with and be governed by the Laws of India.