

Please read these terms and conditions ("T&C") before entering the Great Onam Carnival (Hereinafter referred to as "scheme") You agree that, by participating in this Scheme, you will be bound by these T&Cs and you acknowledge that you satisfy all Scheme eligibility requirements as provided herein below. These T&Cs form a binding legal agreement between you and NISSAN MOTOR INDIA PRIVATE LIMITED(hereinafter referred to as "NMIPL").

As a part of the Onam celebration campaign in Kerala Market, Nissan with Manorama Online is bringing the "Great Onam Carnival" a celebration where customers can win assured gifts, chance to Surprise Grand Prize gifts on the purchase or Test Drive of the Nissan Magnite as per scheme applicable.

Offer Applicability:

Offer is applicable to only – Individual customers and not to Corporate owners/CSD/ institutional sales.

The offer is applicable in Kerala Market Only. Hence, customers who have booked or taken delivery from our authorised dealer in any other state other than Kerala, will not be eligible for the contest.

#### PROGAM DETAILS, CONCEPT AND PARTICIPATION

These terms and conditions shall apply to the scheme sponsored by NISSAN MOTOR INDIA PRIVATE LIMITED ("NMIPL") wherein consumer can participate, voluntarily, by their own free choice by Book and Buy a Nissan Magnite from any of the authorized Dealerships of NMIPL in Kerala Market

Grand Prize Winners will be randomly shortlisted via a Jackpot at a selected Nissan dealership, tentative date for draw is 7<sup>th</sup> Sep'24.

Spin and Win Winners will be chosen immediately in the showroom based on the Spin and the award they win will be redeemable against the purchase of the Nissan Magnite within 30 days or end of the scheme whichever earlier.

People participating or seeking to participate in the Scheme shall individually be referred to as "Participant" and collectively as "Participants".

Offer details:

Eligibility criteria as on date of draw (Individual customers only – Corporate owners/CSD/ institutional sales will not be considered for the draw)

#### AGREEMENT TO TERMS AND CONDITIONS:

By participating in this Scheme, Participants fully and unconditionally agree to accept and abide by these Terms and Conditions, as well as the decisions of NMIPL, which shall be final and binding in all matters related to the Scheme. Successfully entering the Scheme and winning a prize is subject to complying all requirements set forth herein.

NMIPL reserves the right to exclude any person from the Scheme at any time on the grounds of him/her being the subject of criminal investigation or due to misconduct or criminal record or conviction of any crime or is found non-compliant of these Terms and Conditions of this scheme.

#### **ELIGIBILITY:**

1. The Spin and Win Assured Gifts Scheme is applicable Customers booking & buying Nissan Magnite during the Contest Period: 23<sup>rd</sup> August 2024-15<sup>th</sup> September 2024

2. The Grand Prize scheme is applicable to all Test Drive Customers during the Contest period: 23<sup>rd</sup> August 2024- 5<sup>th</sup> September 2024

#### 2. Exclusions from the Scheme:

Customers from the state of Tamil Nadu are excluded from the scheme as per government regulations.

The Scheme is applicable for individual retail customers only. This Scheme is not applicable for the bulk bookings, institutional, organizational or corporate purchases. Each customer is eligible for a single reward only within the scheme.

This Scheme will be open to all the citizens of India with the exception of employees and the families of employees of NMIPL or any its subsidiaries, NMIPL's affiliates, advisors, advertising/contest agencies, NMIPL's agents, dealerships, distributors, retailers, other channel partners (including their employees).

3. By participating in the Scheme, each Participant represents as follows:

- (a) They are 18 years of age or older;
  - (b) They are capable of entering into a legally binding agreement;
- and
- (c) They are not barred or otherwise legally prohibited from participating in the Scheme.

4. In order to be eligible for the prizes, the Participant must have a, photo ID Proof, Address Proof, PAN Card/ AADHAR CARD, and the original invoice. In case of non-availability PAN card/ AADHAR CARD, the winner will not be able to claim the prize.

5. Participant should have a billing address within the territory of India except Tamil Nadu.

6. NMIPL or its partner agency for the Scheme shall not be responsible for any NDNC (National Do Not Call) Registry regulation that comes into play. All Participants who participate hereby agree and give express consent to NMIPL and its partner agency for the Scheme that even if they are registered under NDNC, DND (Do Not Disturb), NMIPL or its partner agency for the Scheme, will have the valid authority to call such shortlisted Participants, by virtue of them having voluntarily participated in the Scheme.

By entering the Scheme, Participants consent to being placed on a mailing list for promotional and other materials for NMIPL. Participants may choose to update or change your email preferences later.

### **SCHEME PERIOD AND ELIGIBLE PRODUCTS:**

For Test Drive Campaign: The Scheme is applicable for all customers who have the test drives registered in Nissan DMS database from 24<sup>th</sup> August – 5<sup>th</sup> September 2024 Draw will be conducted on 7<sup>th</sup> September 2024.

### **PRIZES**

NMIPL will be hosting a lucky draw for all people who has booked the test drive for Nissan Magnite within the scheme period as mentioned in table

above. Lucky winners would be picked and shall be eligible to win any one of the following:

<b>S. No</b>	<b>Reward Details</b>	<b>Total Count of Winners</b>
1	Nissan Magnite XE Model Price Ex Showroom @Rs. 5.99 Lakhs	1 Winner
2	Helicopter Ride for a Couple in Kochi	4 Winners
3	Assured Gift (Spin and Win)	Every Spin and Win at dealership subject to booking and delivery within contest period, via Nissan Dealership, award details as per the Spin Wheel present in showroom.

### **WINNER SELECTION:**

1. A draw shall be conducted from amongst all entries received based on the Test Drive recorded DMS entry by Nissan dealer
2. In the event that the winner does not take the prize, within the time and in manner as stipulated by NMIPL, then the prize shall be forfeited by the winner and cash will not be awarded in lieu of the prize. Prizes must be taken as offered and cannot be varied. The right to claim the prize cannot be transferred by the Participant to any other person. No cash alternatives or alternative prizes are available.
3. The winner shall be required to submit documents required within 2 working days from the date of the lucky draw. If the winners are unable to provide the required documents, the prizes shall be offered to next shortlisted Participants.
4. The prizes to the winners shall be given subject to compliance with all applicable statutory legislations/ processes /formalities in connection with the prizes and on production all such documents/papers mentioned above and as required by NMIPL before accepting the delivery of the prizes. Any failure on the part of the winner to comply with directions issued by NMIPL for claim of prizes shall entitle NMIPL to forfeit the prize

and distribute it to the other eligible Participants entitled to the prize subsequent to the disqualified Participant. Neither NMIPL nor any of its affiliated parties shall in any manner be responsible for non-receipt of prizes dispatched by courier at the postal address of the winner.

5. By participating in this Scheme, the Participant provides his consent that NMIPL shall be sharing the name, address and mobile number of the winning customer only with NMIPL and/or its agency for the purpose of dispatching and delivering the prize to the winning customer.

The Participants and the winners agree that they are providing their personal information and documents to NMIPL out of their own volition and they shall have no claims against it or anyone associated with NMIPL for using their personal information and documents for any purpose connected with this Scheme. Further, the Participants and the winners absolve NMIPL and anyone associated with it in case their personal information and documents are misused by any third party whose actions cannot be effectively controlled by them.

6. The images of the prizes depicted on the press ads/posters/TVC's/pack shots etc. are for illustrative purposes only and the actual prize may vary from the depiction made. All images used to depict prizes are proprietary to the respective Brand/manufacturer.

8. All taxes, levies and charges on the prize will be borne by customer. Customer shall pay tax liability at prevailing rate of tax (as per applicable IT tax and/or any other law) by cheque to us & we will issue TDS certificate accordingly.

9. Any Participant of the Scheme who wins any prize during the Scheme Period shall not be eligible to win any future prizes offered by NMIPL.

10. It is clarified that in case a winner become disqualified on account of any Government restriction, regulations, norms, policy etc., in such case winner shall not have any claim against NMIPL for the same and shall be deemed to have availed of his/her prize.

#### CONTACTING WINNERS:

1. Once the Participants are shortlisted, the list of winners will be displayed on NMIPL's official social handles and Manorama online website and will be contacted through the registered number of the customer submitted in DMS.

#### PUBLICITY:

1. By accepting the prize(s), the winners undertake and irrevocably and unconditionally permit NMIPL and/or its affiliates to cover the

Scheme through various media including newspapers, radio television news channels, internet, point of sale materials, public events etc., and the winners shall not raise any objection, protest or demur to such coverage or in this regard.

2. The winners hereby grant to NMIPL , the right to use their names, photograph(s), sound-bites, write-ups, video in any media found suitable by NMIPL i.e. Radio, Print, Digital, Electronic or Point-of-sale media, or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Scheme and any promotions, events, or contests/schemes to follow. Participants agree that NMIPL has the complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose.

#### LIABILITY RELEASE:

1. This Scheme is being made purely on a "best effort" basis and participating in this Scheme is voluntary. By participating in the Scheme, you will be legally bound hereby, to release from liability, and hold harmless NMIPL, and any of its affiliates, employees or agents representing or related to NMIPL and its services/products.

2. This release is for any and all liability for personal injuries (including death), property loss or damage, and misuse of the benefits/prizes offered under this Scheme, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Scheme, even if caused or contributed to by our negligence.

3. The Participant agrees to indemnify, defend and hold harmless NMIPL, 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 providing contents/details to NMIPL.

#### PRIVACY

NMIPL collects, holds, uses and transfers your personal data in accordance with our Privacy Policy. By agreeing to the T&C, the Participants hereby agree to NMIPL's Privacy Policy, which may be updated and/or modified by NMIPL from time to time. The Participants understand and agree that, to the extent permitted by applicable law, any data provided by them in connection with the Scheme may be shared with our affiliates or partners, and/ or used by us for the purposes of Scheme. Please refer to the Privacy Policy for further clarity on the subject.

## INTELLECTUAL PROPERTY:

1. 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 NMIPL at all times.
2. All material submitted in connection with the Scheme (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 NMIPL upon submission and become the property of NMIPL exclusively. NMIPL may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of NMIPL.

## DISPUTE:

The rights and obligations of the Participants and/or NMIPL and/or Partners of this Scheme, shall be governed and construed in accordance with the laws of India and the courts of competent jurisdiction at Gurgaon, Haryana shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Scheme.

## FORCE MAJEURE:

NMIPL or its Partner Agency shall not be liable for any failure or delay to fulfil any of our obligations hereunder, to the extent the same is caused by force majeure events such as floods, earthquakes, fire, riots, civil unrest, war (declared or not), pandemic, epidemic, strikes and lock-outs, lockdowns or any other circumstances beyond the reasonable control of NMIPL or its partner agency and shall not be liable to compensate the Participant in these circumstances. NMIPL shall not be accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Scheme due to any government restrictions.

## WARRANTIES/PRODUCT RELATED QUERIES:

1. The prizes will be governed by the normal terms of warranties and/or guarantees, of the manufacturer of the prizes and NMIPL or its partner agency shall not be held liable or responsible for the same. The Prize winner shall contact the manufacturer service center directly for any issue, whatsoever, related with the Prize.

2. Any queries/ doubts/information related to the functioning of the prizes (assured prize/monthly regular prize) shall be directly directed to the manufacturer/distributor of the prizes that shall be solely liable and responsible for any/all queries related to it.

#### MISCELLANEOUS:

1. Mere participation in this Scheme does not entitle a Participant to a prize unless all other terms and conditions are fully complied with. Any fraudulent conduct on the part of the Participant shall disentitle the Participant to receive the prize under this Scheme.

2. NMIPL, to the maximum extent permitted by applicable law and in its sole discretion, reserves the right to change, defer, alter or cancel this Scheme in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Any decision of NMIPL in this regard and in general with respect to this Scheme and the terms and conditions thereto shall be final and binding.

3. NMIPL may, in its sole discretion, disqualify any individual found to be: (a) tampering with the entry process or the operation of the Scheme or website or mobile application; (b) acting in violation of these T&Cs; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

4. If any Participant's entry is incomplete or if he/she/they use robotic, automatic, programmed or similar entry methods, their entry will be void. The authorized subscriber of the e-mail account used to enter the Scheme at the actual time of entry will be deemed to be the Participant and must comply with these T&Cs in the event of a dispute as to entries submitted by multiple users having the same e-mail account. The authorized account subscriber is the natural person who is assigned an e-mail address by an internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail addresses. No benefits greater than those described in these T&Cs will be awarded.

5. The decision of NMIPL shall be final in all regards and no communication, queries or complaints 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 NMIPL and the Participant shall not have the authority to bind NMIPL in any manner whatsoever.



6. 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 NMIPL or its Partner Agency.

7. If a Participant is dissatisfied with the Scheme and/or the terms and conditions of the Scheme, his/her sole and exclusive remedy is to not to participate in the Scheme.

8. NMIPL shall not entertain any questions, correspondence, enquiries on the manner of conducting draw and grant of prizes from any person, whatsoever.

9. Apart from the entitlement to the prize, the winner or his/her legal heirs will have no other rights or claims against the NMIPL.

10. The Scheme / gifts are non-transferable, non-cashable, non-negotiable and can be redeemed only once as per T&Cs mentioned herein. Please note that this is an individual scheme and not a family or a group scheme.

11. All gifts / vouchers will be subject to Indian laws, including but not limited to tax regulation as and when applicable.

12. All winners are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by NMIPL and complete compliance with these terms and conditions; NMIPL reserves the right to verify the winner's details either on its own or through its authorized agency/person and the winner shall provide all necessary assistance in such verification. In exercising this right, NMIPL may ask the winner to provide any documentary or other form of evidence like age and address proof, and if evidence does not establish the same then NMIPL in its sole discretion, will have the right to disqualify the winner.

13. NMIPL reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, pandemic, epidemic, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.

14. By entering in this contest, the Participant agrees that NMIPL shall not be liable for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this contest or with the acceptance, possession, or use of any prize (except any liability which

may not be excluded under applicable law).

15. The invalidity or unenforceability for any reason of any part of these Terms & Conditions shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these Terms & Conditions is always distinct and severable from the rest of the Terms & Conditions.

16. NMIPL shall not be responsible for any loss of entries for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads, or for lost, misdirected, or misplaced entries, or for entries received after the contest period or for any reasons beyond the control of NMIPL.

17. The Participant shall ensure compliance with all applicable laws including but not limited to laws relating to intellectual property rights and motor vehicle and traffic laws.

18. Participation in our contest constitutes acceptance of these terms and conditions. By participating in this contest, Participants agree to receive communication(s) from NMIPL and/or its event management company relating to this contest and Participant unconditionally agrees not to make any claim or raise any complaint against NMIPL and/or the event management company in this respect.

19. The Participant/ winners shall indemnify and keep NMIPL indemnified against such claims, demands, actions and proceedings of whatsoever nature which may be brought, commenced, or prosecuted against NMIPL by reasons of or arising out of the disputes relating towards the prize winner(s) and towards the prize offered by NMIPL.

20. Participating in this promotion is deemed acceptance of the above Terms and Conditions.

The Participant warrants that they are of sound mind, of requisite legal age, have clearly understood the Scheme details. The Participant further agrees that the participation in this Scheme does not involve a matter of chance and or gambling and does not call for any entry fee being charged by NMIPL from the Participants.

In case of any queries/ complaints, the Participants may contact us at [customercare@nissan.in](mailto:customercare@nissan.in)