

## SCOPE OF CONTEST

The “JK Tyre Contest” is a consumer contest (“Contest”) sponsored by JK Tyre. (“JK Tyre”) and organized by Parv Communications Pvt. Ltd. (“Mobikonnnect”) (Collectively referred to as “Organizers”) wherein the customers who purchase certain products falling within the ambit of the Contest (“Product”) during the Contest period will give a Missed call that enables such customers to participate in the Contest (“Participant”).

### **Contest Details, Concept and Participation**

1. On purchase of Product, Participants can register to participate by giving a Missed call to 70668-70668.
2. The Contest is valid from 00:00 Indian Standard Time (hereinafter referred to as “IST”) on 1<sup>st</sup> June 2019 till 23:59 IST on 30<sup>th</sup> June 2019 (hereinafter referred to as “Contest Period”). JK Tyre reserves the right to cancel/amend/extend the Contest Period without giving any notice/intimation. No claims/questions shall be entertained in this regard.
3. Upon participation in the manner prescribed herein during the Contest Period, Participants will have the opportunity to win prizes including exciting prizes (“Exciting Prize”) Exciting Prize winners will be shortlisted through randomizer selection in accordance with these Terms & Conditions. Under no circumstances can ANY prize under the Contest (“Prize”) be exchanged or redeemed for cash, kind, or other Prize.
4. **In addition to the other eligibility criteria contained herein, Participants having a valid PAN Card, having a validly registered mobile number in their name which number should be used to participate in the Contest AND any one of the following government approved photo ID proof, namely, passport, voter card, driver’s license, or Aadhar card which is valid during the Contest Period will be eligible to participate in the Contest.**
5. Employees / Channel Partners of JK Tyre and their relatives, or employees of JK Tyre affiliates, group companies, and marketing and promotion agencies and their respective relatives are not eligible to participate in the Contest.
6. The Contest is subject to all applicable Central, State and Local Laws and Regulations in India.

For any queries pertaining to this Contest, consumer or Participants may visit [www.jktyre.com](http://www.jktyre.com) (“Contest Website”) or call at the Customer Care Number **9711257581** from Monday to Saturday between 10:30 IST to 17:30 IST (lines closed on public & bank holidays).

## **Agreement to Terms & Conditions**

By participating in this Contest, the Participant unconditionally agrees to abide by the applicable terms and conditions, which are available on the Contest Website.

7. Organizers reserve the right to exclude any person from the Contest on grounds of misconduct (whether proven or alleged) or criminal record.
8. Organizers decision shall be final and binding in all matters related to the Contest. Successfully entering the Contest and winning a prize is subject to fulfillment of all requirements set forth herein.
9. The Organizers reserve the right, without prejudice to their other rights in law, to reclaim the Prize, if any person is found guilty of misconduct at any later period.

## **Eligibility**

10. This Contest is open only to Indian Citizens above 18 years of age as of 1<sup>st</sup> June, 2019 and who are ordinarily resident in India.
11. Participants expressly agree and give their consent to be contacted by Organizers for the purpose of this Contest even if they are registered under National Do Not Call Registry or Do Not Disturb Register or such equivalent registry as may be applicable.
12. The Offer is not applicable for Tamil Nadu State

## **Contest Period & Contest Timing**

13. The Contest will commence from 00:00 IST on 1<sup>st</sup> June 2019 and shall run till 23:59 IST on 30th June 2019. Entries received before or after the Contest Period will not be considered eligible for Contest.
14. The Participants can make an entry at any time during the Contest Period.
15. The time at which the entry is received through the "Missed call" mode of participation will be considered as the time of participation for the purposes of the Contest.

## **How to Register**

To Participate in the Contest, Participants can register via Miscall as per the process provided below: -

### **Steps**

16. On buying Product, Participant will give Miscall in mentioned number on the Product pack /  
On store promotion
17. Participants are required to Miscall from any GSM or CDMA mobile phone number registered in India.
18. **e.g. Miscall to 70668 70668**

When the Participant miscall within the Contest Period, he/she will receive a response by way of an acknowledgement SMS. Such entries alone will be considered for the relevant lucky draw for the Exciting Prize subject to other Terms & Conditions of the Contest. Based on the time of receipt of a valid entry the relevant lucky draw under which Participant's entry qualifies will be determined.

19. Standard charges for sending SMS will apply as charged by the service provider to the Participant.
20. When the winner will be selected by the randomizer he/she will receive an SMS with a link to the selected winner where they have to fill the details like:
  - Name
  - Age
  - Date of purchase
  - Complete address
  - Upload the original Invoice From JK TYRE authorized DEALER ONLY With GST.

- GST details Number
- Valid Photo of Adharcard/ Pancard/ government approved photo ID proof, namely, passport, voter card, driver's license

**21. In addition to the other eligibility criteria contained herein, Participants having a valid PAN Card, having a valid registered mobile number in their name which number should be used to participate in the Contest AND any one of the following government approved photo ID proof, namely, passport, voter card, driver's license, or Aadhar card which is valid during the Contest Period will be eligible to participate in the Contest.**

### **Winner Selection**

22. Unless otherwise provided herein, a draw through computerized random selection process will be conducted for selecting winners for the Exciting Prizes.
23. Each Participant on every valid entry will also be eligible to receive the Exciting Prize subject to satisfying the applicable requirements.
24. All Participants who win a Exciting Prize will be required to submit a NO CLAIM LETTER in the format prescribed by JK Tyre on redemption of the said Exciting Prize. Such Participants will co-operate with the Agent with respect to the prompt submission of the NO CLAIM LETTER.
25. Prizes cannot be transferred, exchanged or redeemed for cash or kind. In the event that the winner does not take the Prize in the time and manner stipulated, then the Prizes will be deemed to be forfeited. Prizes must be taken as offered and cannot be varied. Any unused prizes are not-transferable, non-refundable and non-redeemable for other goods or services and cannot be exchanged for cash or kind.
26. The Prizes will be provided on an "as-is basis" and without any express or implied warranty or guarantee concerning the quality, suitability or comfort. The Organizers, their associates, affiliates, directors, officers, agents, representatives shall not be responsible or liable for any defect/deficiency or any other dispute in relation to and/or concerning the prizes including but not limited to any service or after delivery service problems/ issues and liabilities and the Organizers will not entertain any claims in this regard.

27. Organizers are not responsible for any deficiency and/ or defect in, or relating to, any product/service and/or the Prizes or for any kind of consequential damages/ loss, in any manner whatsoever, if any Participant has any grievance with respect to the Prizes, the Participant may directly contact the manufacturer or supplier/retailer/service provider as may be applicable.
28. The image of the Prizes depicted on the ads/posters/TVC's/pack shots etc. are indicative only and the actual Prizes/ look of the Prizes may vary from the pictures.
29. Organizers shall not be liable for any damage or loss caused as a result of cancellation / amendment of the Contest, amendment or revocation of all or part of these Terms and Conditions, any act of God, governmental action or other force majeure circumstances (or any event beyond the control of the Organizers). Organizers shall not be liable to pay any compensation for any such damage or loss caused.
30. Not with standing any of the abovementioned terms and conditions, JK Tyre reserves its rights to call upon the Participants to verify their entries at any stage, which verification shall be a pre-condition for continued participation/winning.

## **Contest Website**

JK Tyre.com will be live for Terms & Conditions, Winner Announcements and for details of the Contest.

## **Contacting Winners**

31. Once the Participants are shortlisted, the Organizers shall contact each winner on the mobile number against which the participation entry was done.
32. In the event if the shortlisted winner's number is busy, unreachable, or he/she does not attend the call, an SMS will be sent to the Participant intimating her/him that the call was in relation to their having won a Prize in the Contest and further notifying them that two further attempts would be made to contact the Participant within the next 2 days and advising the Participant to answer the call. A similar procedure will be adopted if the Participant does not answer the second call and a third and final attempt at contacting the Participant shall be made. If even on the third attempt, the Participant does not attend the call, or is unreachable, the Participant's participation in the Contest will come to an end and the Participant's entry will not be considered for the Prizes. An SMS will be sent to the

Participant intimating her/him of this aspect and notifying her/him of the end of their participation in the Contest.

33. If any shortlisted winner remains unreachable on the third attempt or is not interested in continuing in the Contest or is otherwise ineligible to participate, the Organizers will conduct one more random selection to shortlist a Participant. If even after such selection, no winner is found, no Prizes shall be declared in respect to the said Prize.
34. Names of Exciting Prize winners will be published on the Contest Website on finalization.
35. The Prizes will be dispatched (as the case may be) to the confirmed winners after necessary verification and formalities are successfully completed.
36. No Prizes will be awarded if the information presented by the Participant(s) at the time of entering the Contest is suspected to be incorrect or fraudulent either by the independent auditor or the Organizers basis the information earlier shared by the Participant at the time of first contact or for any other reason.

### **Courier/Post Requirements**

#### **Stipulations of the courier/Postal service –**

37. Certain Prizes will be dispatched to the winners via courier. Whilst carrying the Prizes for the confirmed winner; the courier will carry an acknowledgement receipt (POD).
38. In areas where courier services are not available, the Prizes will be sent via Speed Post/Registered AD and all confirmed winners would be required to abide by applicable rules and regulations for the same.
39. The Prizes will be given to the confirmed winners or their authorized family member in the event the confirmed winner is not available at the designated address, subject to adequate submission of proof by such authorized family member.
40. In the event that courier sends the Prizes, the courier shall ask the confirmed winner or an authorized family member to sign the acknowledgement receipt (POD) as a proof of receipt of the Prizes, without which the Prizes will not be handed over.

41. If the confirmed winner or the authorized family member of the winner present at the address does not cooperate as per the requirements mentioned herein with the courier or Speed Post official as the case may be, the winners would be required to personally collect the Prizes from the designated location at their own cost and expense; failure to do so within a conveyed timeline would lead to forfeiture of the Prize.

## **Publicity**

42. The Participant/s undertake and irrevocably and unconditionally permit Organizers to cover the Contest through various media/platforms inter alia newspapers, radio, television, news channels, internet, point of sale materials, etc. Participant shall not raise any objection, protest or demur to such coverage and their use of name, voice, likeness, image, illustrations etc. by the Organizers in this regard.
43. The Exciting Prize winners shall, at the request of the Organizers participate in all Contest related activity (such as publicity and photography) surrounding the winning of the Prizes free of charge, and they consent to the Organizers using their name and image in Contest material.

## **Intellectual Property**

44. All rights, title and interest, including but not limited to the intellectual property rights, in the Contest material(s) and in any and all responses received shall vest with JK Tyre and or its partners respectively. JK Tyre or any person or entity permitted by JK Tyre in this regard shall be entitled to use the responses received or any information in connection with the entry in any media/platform for future contest, marketing, publicity and any other purpose, without any permission and or payment to the Participant.
45. All material submitted in connection with the Contest (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 JK Tyre upon submission and become the property of JK Tyre exclusively. JK Tyre may use the material in any medium in any reasonable manner it deems fit. Copyright in any such material remains the sole property of JK Tyre and JK Tyre may use such material in any medium in any manner it deems fit.
46. By participating in the Contest, Participant unequivocally and explicitly understands and agrees to the aforementioned clauses.

Notwithstanding any other disclaimer contained herein, the Organizers shall also not be responsible for

- Any SPAM, generated messages.
- The Operator Code not being displayed on the user's mobile phones.
- Any SMS message delivery failures.
- Any lost, late or misdirected computer transmission or network, electronic failures or any kind of any failure to receive entries owing to transmission failures or due to any technical reason beyond the control of the Organizers.
- Failure to connect to the Participant if he/she has registered himself/herself to the Do Not Disturb Register of the telecom provider/ the Participant has registered with National Do Not Call Registry (or equivalent registry as may be applicable ) / Participant has specifically requested for not receiving messages for the specific Contest.
- Any other conditions beyond the reasonable control of Organizers.
- Any applicable taxes/charges/other statutory/non-statutory payments or any other legal expenses. Winners may incur/require to pay such expenses in relation to the Prize and the same shall be the sole responsibility of the winner.

### **General Conditions**

54. By participating in the Contest, 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 into the Contest the Participant warrants that all information provided by Participant regarding Participant's name, age, state, city, address, phone number, etc., is true, correct, accurate and complete. The Participant further warrants that s/he is eligible and competent to participate in the Contest and abide by its terms and conditions.
55. The Organizers shall only entertain disputes/complaints/queries made within a period of two months from the date on which the Contest Period ends. The Organizers shall not be liable to address any dispute/complaint/queries made after the expiry of the aforesaid two months.

56. The Organizers shall not be liable to perform any of its/their respective obligations under the Contest or in respect of the Prizes where it is unable to do so as a result of circumstances beyond its/their control in the nature of fire, explosions, natural calamities, state emergency, riots, or any other force majeure condition, etc., and shall not be liable to compensate the Participant in these circumstances. The Organizers shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Contest due to any government restrictions.
57. Failure to exercise or any 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 the Organizers.
58. The Organizers accept no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, loss of SMS, loss of internet connectivity, batch codes, documents, claims or correspondence whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise. The Organizers shall not be liable for any consequences of user error including (without limitation) costs incurred.
59. If a Participant is dissatisfied with the Contest or the Contest rules and/or any content or any requirements of the Contest form, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not participate in the Contest.
60. Unenforceability or invalidity of one or more clauses in these Terms and Conditions shall not have an effect on any other clause in these Terms and Conditions and the remaining clauses shall be enforceable as per law.

### **Release and Limitations of Liability**

61. The Organizers shall under no circumstances be liable, whether jointly or severally, for any loss or damage suffered or sustained (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of acceptance of any Prizes.
62. By entering the Contest, the Participant hereby releases and agrees to indemnify the Organizers from and against all liability, cost, loss or expenses arising out of acceptance of the Prizes 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 as well as any legal expenditure.

63. The Participant shall be solely responsible for any adverse consequences, which may arise due to his/her participation in the Contest. Participant also undertakes to indemnify the Organizers and/or their respective officers, directors, employees and agents on the happening of an adverse event (including but not limited to cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by the Organizers on account of such act on the part of the Participant.
64. In consideration of JK Tyre allowing the Participant/s to take part in the Contest, 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 the Organizers, JK Tyre, their 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 Contest or related to the Contest or the Prizes of the Contest

## **Dispute**

The courts of competent jurisdiction at Delhi shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Contest. Participation in the Contest is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including (without limitation) this clause.

Further, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions, or the rights and obligations of the Participants and/or the Organizers with respect to this Contest shall be governed and construed in accordance with the laws of the Republic of India.