

Kia India – Sonet X-Line #GuessTheXFactor Contest

Terms & Conditions

Effective Date: 15th November 2022

A. Introduction

You are requested to read these terms and conditions carefully before participating in the Sonet X-Line #GuessTheXFactor Contest, organized by Kia India Private Ltd.

These Terms and Conditions (the “T&C”) constitute a valid and binding agreement between KIN and the Participants (‘You/Your’). By participating in the Competition, per se, You agree to be bound by all the terms and conditions as mentioned herein. The following terms and conditions and any amendments or modifications made thereto, govern the Participation to this Competition and any content made for the said Competition.

By Participating in the Competition, You warrant that You have fully read and understood these T&C and agree to be legally bound by these terms and acknowledge unconditional acceptance without limitation or qualification of these T&C. KIN may change these T&C at any time without any prior notice in writing or otherwise to You, by posting changes on the Website. You may review these terms regularly to ensure that You are aware of any changes made by us. The continued Participation in the Competition by You, after changes are posted means that You agree to be legally bound by these T&C as updated and/or amended. In case of any violation of these T&C or any additional terms posted on Website, KIN reserve the right to seek all remedies available by law and in equity for such violations.

B. About Kia India:

Kia India Private Limited (KIN) is a company incorporated under the (Indian) Companies Act, 2013, whose registered office is at NH-44, SY.NO.151-2, Erramanchi, Penukonda Mandal, Anantapur, Andhra Pradesh-505064, India (hereinafter referred to as “**KIN**”/ “**Organizer**”).

C. About Competition:

KIN intends to engage with the audience through an online competition that requires participants to discover the Carens features by finding the hidden squids near them. The contest begins on 15th November’22 and ends on 16th November’22 and is open to the people of Indian origin. The lucky winners shall be shortlisted by KIN & their agency partners and the winners will be offered online shopping vouchers.

D. Eligibility

1. You warrant that You are competent to enter into contract as per Indian Contract Act, 1872 and possess legal authority to Participate in this Competition.
2. This competition is applicable across India.

3. This competition will be open to all citizens of India, with the exception of KIN's employees and their families, KIN's agents, dealers, distributors and other partners (including their employees).
4. Winners stand a chance to win online shopping vouchers.

E. Terms of Competition:

1. Promotion of this competition is valid throughout India.
2. The date of participation in the competition is from 15th Nov'22 to 16th Nov'22.
3. For participation, the participant will not have to pay any money or purchase anything.
4. The name proposed by the participant can be submitted only once and cannot be changed, modified, removed in any way.
5. The competition is open to all Indian citizens above 18 years of age residing in India, except for employees of Kia India Private Limited, including their dealers and marketing subsidiaries.
6. The competition is being conducted and promoted under the supervision of a panel of experts drawn from the Organizer and its Marketing Communications partner.
7. To participate in the contest, the Participant is required to:
 - a. Guess the correct feature name by decoding the emoticons.
 - b. Only entries received via Q&A sticker will be considered valid.
 - c. Participants must guess all the 3 features correctly.
 - d. Lucky winners will stand a chance to win Amazon Vouchers worth Rs 500.
8. The submission of the competition will happen from 15th Nov'22 to 16th Nov'22. No entries shall be accepted once the stories disappear, as per the 24-Hr time frame.
9. Over a span of 1 day of the contest, a total of 11 winners will be gratified on 17th Nov'22.
10. The winner will be contacted by the Organizer and will be required to share their details (mobile number, e-mail ID) with ID Proof supporting documents.
11. All the participants who have submitted their entries for the competition shall renounce all his/her rights over the entry and assign them irrevocably and unconditionally to the Organizer (KIN).

F. Terms for Participation

1. The entry shortlisting is standard for all participants. The process followed by the organizer in this regard is final. The participant cannot insist on checking the selection procedure or through an attorney.
2. Prize: The Organizer will give online shopping vouchers to the winner, subject to the terms as set out herein below.
3. For Online Shopping Voucher Prize:
 - a. The Organisers will take out winners out of all valid entries using their discretion as claimed above.
 - b. The valid entries received till 16th Nov'22 will be considered for the Prize.

- c. The decision of the Organizer shall be final and no further communication will be entertained.
- d. The participants must follow the social norms and be 18 years or above as on 14th Nov'2022.
- e. The employees of Kia India Private Limited, including their dealers and marketing subsidiaries are not permitted to take part in the competition.
- f. In case the participant wishes to contact the Organizer for any reason whatsoever, the contact should only be made with the kiacare@kiaindia.net. Any attempt to contact any officer of the Organizer or any of the Organizer's agencies/its personnel, would not be entertained and could lead to the claim of the participant being rejected.
- g. All Participants, either directly or indirectly, will waive conditions of DND registration and the Organizer shall not assume any responsibility in this regard. The Participants could also be contacted anytime through voice calls, SMS or email id for campaign updates and participation during the duration of the promotion.
- h. Organizer does not guarantee delivery of SMS or emails and are not responsible in case the SMS or emails are not delivered to the specified number due to any reason, including network problem, in case there needs to be a communication.

G. Intellectual Property Rights:

- 1. All rights in and to the Competition and Contents shared for the Competition by You, belongs to the Organizer (KIN) and are protected by the Intellectual Property laws of India.
- 2. The Competition entry shared by you, becomes the property of the Organizer, while submit the Entry. You waive all your rights in favor of the Organizer to the Intellectual Property of the Entry shared.

H. Arbitration:

All questions, differences or disputes arising out of this agreement or any matter connected thereto arising between the parties or their respective representatives, whether as to construction or otherwise shall be at the first instance resolved by discussion and consent of the parties. Any dispute not resolved by the parties amicably within 30 days of such disputes, shall be referred to arbitration of a sole neutral arbitrator to be appointed to be appointed by the Organizer. The provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force shall be applicable for settlement of the dispute. The decision of the sole neutral arbitrator shall be final and binding on the parties. The venue of arbitration shall be New Delhi, India and the language of arbitration shall be English.

I. Jurisdiction and Governing Laws:

Subject to the above Clause on Arbitration, the Parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the Competent Courts in New Delhi, India.

J. Force Majeure:

KIN shall not be liable for any failure or delay to fulfill any of the obligations mentioned hereunder, to the extent the same is caused by force majeure events such as floods, pandemic, lethal disease, earthquakes, fire, riots, civil unrest, war (declared or not), strikes, lock-outs or any other circumstances beyond the reasonable control of KIN and shall not be liable to compensate the participant in these circumstances. KIN shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the program due to any government restrictions.

K. Notice:

Any notice, request or other communication required to be given under these terms and conditions shall be served personally or mailed to KIN by registered post or courier and in addition by e-mail at the following address:

Kia India Pvt. Ltd.

16th Floor, Two Horizon center, Golf Course Road,

DLF Phase-V, Sector 43, Gurugram,

Haryana 122002

kiacare@kiaindia.net

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