

Terms and Conditions

Terms & Conditions for the: Australian Open International Ballkids program presented by Kia Motors India competition - #KiaChampsAtAO

Promoter: Kia Motors India (KMI) Private Limited

About Competition: Kia Motors India Private Limited (KMI/Kia Motors/Kia Motors India), an Indian Subsidiary of Kia Motors Corporation, brings an online & offline based competition called the Australian Open Ballkids International program presented by Kia Motors India, based on selection of top ten children (between the ages of 12-15, as on January 20, 2020) to be the Kia Motors Official Ballkid at the Australian Open 2020 tennis tournament.

The Official Ballkids play an integral role during the Australian Open Tournament, so the matches run smoothly. Throughout the series, each Ballkid is a focal part of the game, assisting the players on the court. The ten Indian children selected by KMI under the above Kia Motors India Ballkid competition will be amongst the 350 fortunate children from all over the world who will be the Official Ballkids during the Australian Open tournament 2020.

The competition will be held in three phases. Phase I of the competition will be conducted online through submission of online entries on Facebook and Instagram and Kia Motors India Official Page, the entries will be shortlisted basis the quality of entries as per the set rules and instructions. The Phase I of the Australian Open Ballkids International Program presented by Kia Motors India will begin on November 05, 2019 and conclude by 20th November 2019, (subject to change as per the description of Kia Motors India) and would be open to only children having valid Indian resident citizenship and meeting the age criteria as defined.

In Phase 2 of the competition, Organizers will shortlist 200 participants based on video shared in Phase I and fulfillment of terms and conditions. These 200 kids will then travel to Delhi for a skill-based (test, rolling, serving, agility) test selection on 22nd November 2019 at DLTA, New Delhi. No travel or accommodation will be given during this phase.

The Phase 3 of the competition will be held on 23rd November 2019 in New Delhi, during this phase the 200 kids selected on 22nd will be tested by the officials from Tennis Australia, which will be on-ground skill test (rolling, serving, agility) to select 10 Final Winners to represent as the Kia Motors Official Ballkid from India at the Australian Open 2020.

Here's how you can participate in the competition:

To participate in the competition, the child's parent / legal guardian will be required to upload a video on Facebook & Instagram or register on the aforesaid website, provide all the necessary details as may be stipulated therein, and then share a video showcasing participant's skills (complete details are below in PHASE 1 section). Based on initial screening, approximately 200 participants would be shortlisted in PHASE 2 by the Organizers, and each one of these participants will be called for Phase 3 of the competition to be held in New Delhi on November 22nd-24th, 2019 (dates are subject to change as per the discretion of Kia Motors India). A panel of judges from the Tennis Australia will choose the top ten Ballkids based on their standard international selection procedure/test.

Terms of Use:

1. Promotion of this Australian Open Ballkids International program presented by Kia Motors India is valid throughout India for all Indian states and Union Territories.
 2. The date of participation in the competition is from November 5, 2019 until 20th November, 2019. The KMI/Organizer reserves the right to extend the dates at its sole discretion and such changes shall be notified through the website mentioned in these terms and conditions.
 3. The competition is open to all resident Indian children with a valid Indian citizenship, having a valid Indian passport, and between the ages 12-15 (as on 1st January 20, 2020), except for the children of the employees and their family members working with the Organizer, its associate companies, its advertising and promotional agencies, distributors, Banking or Finance helpers, and its Auditors and their associate companies ('Participant').
 4. Every valid entry on Fb and Insta will be contacted by Kia Motors India for further process.
 5. Every participant child who registers for the competition on the website will have to mandatorily share the following details in the space provided therein:
 1. Name & Mobile number of the parent / legal guardian through which they wish to be contacted.
 2. E-mail address of the parent / legal guardian.Valid Indian Passport of the Child, with a minimum validity of 6 months from 20th Jan 2020. For participation in the competition, no purchase of any product of Organizer or payment of any participation fee is required.
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5. The Australian Open Ballkids International Program presented by Kia Motors India is being conducted and promoted under the supervision of a panel of experts drawn from the Organizer and their campaign and advertising manager, namely, Innocean

Worldwide Communication Private Limited. The associates, employers and family members of both the Organizer and Innocean Worldwide Communication Private Limited shall be barred from participating in this competition as stated in clause 3.

6. To Participate in:

PHASE I

Method 1:

1. Shoot & Upload a video on your social profile on facebook/instagram showing the participant's ballkid skills like Rolling, Serving, Agility and Speed & communication skills. The video needs to be of 30 seconds maximum, it should not exceed the time limit.
2. Tag Kia Motors India official handles on Facebook, @KiaMotorsIn or @KiaMotorsIn on Instagram in the post, whichever platform you chose to participate
3. Use both hashtags - #KiaChampsAtAO and #AO2020

Method 2:

4. Log on to <https://www.kia.com/in/ao2020.html>.
5. The parent / legal guardian should enter the Name of the participating child and a valid Passport Number along with the scan copy of the passport.
6. You can participate by sharing a downloadable link of the video (ex. Youtube, We Transfer, Google Drive, etc.) showcasing the participant's ballkid skills like Rolling, Serving, Agility and Speed.& communication skills. The video needs to be:
 1. Of 30 seconds maximum, it should not exceed the time limit.
7. Entries from underage/ overage applicants will not be considered and the organizers reserves the right to reject the same.
8. Upload a valid passport Valid Indian Passport of the Child, with a minimum validity of 6 months from 20th Jan 2020.
9. To qualify for the competition the child must meet the following entry requirements:
 1. Is between the age of 12-15 (as on January 1st, 2020).
 2. Able to understand and speak English fluently.
 3. Must be a resident of India.
 4. Able to cope with the potential pressures of being within a stadium environment.

5. The trip to Australia shall be subject to the necessary Visa approvals, the Organizer / KMI will not be responsible or liable for any Visa rejections.
10. No entries will be accepted after 23:59:59 P.M on November 20th, 2019 or extended time period, if any, notified by KMI/Organizer.
11. Entries can be submitted on social media (FB & Instagram) and also through the Kia Motors India official AO 2020 webpage <https://www.kia.com/in/ao2020.html>
12. The entries on the Kia Motors India official AO 2020 webpage must have all the details filled correctly, failure to do so will result in disqualification from the competition. The entries on social media must have all the hashtags and Kia Motors India should be tagged.
13. All participants must participate in Phase I of the competition to be eligible to participate in and/or qualify for Phase 2.
14. Participants cannot bypass / request to waive the participation in Phase I of the competition on any ground whatsoever.

PHASE 2

1. Phase 2 will be between November 20 - November 21, 2019 (Final dates to be confirmed by KMI/the Organizer as per these terms and conditions).
2. The Organizers will shortlist 200 participants.
3. Among the participants in Phase I, approx. 200 children will be selected by a KMI appointed panel at Phase 2 for Phase 3.
4. The participants will be chosen through a set of skills that will check their agility, tennis skills, English language skills, among others on-ground on 22nd November 2019.
5. No lateral entries will be allowed to be eligible for Phase 3 of the competition, all participants must have participated in Phase I only.
6. The details shared by the registered participants will be verified on-ground (mobile number, e-mail ID, Passport, Aadhaar Card). The selected participants will have to submit the documentary proof and details if selected in the top 10.

PHASE 3

November 23, 2019 (Final date and time to be confirmed by the Organizer / KMI as per these terms and conditions). At Phase 3 of the competition, the shortlisted children from Phase 2 will be required to showcase their talents / skills before a panel of experts (to be decided by the Organizer) at a Venue (Final venue to be confirmed by the Organizer as per these terms and conditions).

1. During Phase 3, the participant will be judged on his/her skills, attitude, spirit and their caliber to represent as the Kia Motors Official Ballkid from India at the Australian Open 2020 in Australia.
2. Expenses incurred for reaching Phase 3 of the competition at the allocated venue (to be decided and notified by the Organizer) will have to borne by the participants only and no request of any nature for reimbursement thereof shall be entertained. Any request for condonation of delay or re-fixation of date and time for participation in Phase 3 shall not be entertained.
3. Stay and local transportation for the shortlisted children in Phase 3 will be provided by the KMI/Organizer for a child and one accompanying parent/legal guardian and no request of any nature for an upgrade or alternate stay shall be entertained.
4. From the shortlisted participants, ten winners will be selected based on their performance during the Skill Test of Phase 3. The ten final winners of the contest ('Final Winners') will be the Kia Motors Official Ballkid from India at the 2020 Australian Open 2020 in the match defined in clause 7 below, and in accordance with clause 7.

Australian Open 2020

1. The final dates of the training and tournament will be communicated at a later stage (dates are subject to change as per Tennis Australia discretion). The allocation of the matches (including itinerary) for each of the winners will be upon the discretion of the organizers; it will not be changed / modified. Request for the same will not be entertained. Further, in the event on account of cancellation or rescheduling of the match(es) by the Tennis Australia team due to which any winner(s) is unable to attend or participate in the allocated match(es), then KMI/Organizers shall not be held responsible for the same. In such a scenario no claims shall be raised against KMI/Organizers by the Final Winner(s) itself or through the parent/guardian/representative etc.
2. No parent/legal guardian will be allowed to accompany the children to Australia and at all times during travel to Australia for Australian Open, the Children will remain with the group of KMI/Organizer. However, if any parent/guardian intends to accompany the child, then the same may be done by such parent/guardian at their own costs but the parent / guardian shall not be part of the KMI / Organizer's group during the tour and shall not interfere or meet with the child at the time of match(es) or training. Further, KMI shall not be responsible for making or adjusting their arrangements such as seating arrangements in transports or stadium, availability of transportation, room availability in place of stay etc. Subject to these terms and conditions and consent rendered by the parent / guardian herein, Kia Motors will endeavor to take the responsibility of safely taking the children for the tournament and back.

3. The Organizer will take all reasonable care however shall under no circumstances whatsoever be liable to the Final Winners for any personal injury, sickness, accident, loss, death, delay, discomfort, increased expenses, consequential loss and/or damage on account of theft howsoever caused, temporary or permanent, loss/damage to baggage/personal effects howsoever caused, loss of baggage by the airline/hotel/surface transportation, failure on the part of airline to accommodate despite having confirmed tickets, airline not allowing to board the flight for any reason whatsoever, or quality of meals or any other service as part of prize or for any third party acts.
4. Two chaperones will accompany the winners to Australia where the children' stay, travel, food and logistics will be taken care of by KMI/Organizer.
5. The parents of the Final Winners will have to sign an undertaking allowing Kia Motors to take their children on the tournament without the parent/legal guardian accompanying the children.
6. The prize comprises of the following (international & domestic) : travel, accommodation, tickets, meals and transportation for the allocated tournament for the Final Winners for the length of the entire tournament. Plane tickets and expenses are covered for child only. Itineraries are fixed, and requests to accommodate additional people will be denied. KMI/Organizer shall not be responsible for any claim or grievance as regards any quality of services or inconvenience caused in travel, accommodation, tickets, meals and transportation. Any additional service beyond what's part of prize will be denied.
7. The names shortlisted by the Organizer/KMI and their panel of experts shall be final and binding on all and no request of any nature for re-test on account of any illness or any reason whatsoever shall be entertained.

Terms for Participation

1. By participating in this competition, the Participant /parent agrees, acknowledges and consents to the Organizer/KMI recording for storing and using their name, mobile number, Email ID and other data shared with KMI /Organizer for future reference and use, at the Organizer's/KMI's sole discretion.
2. Details of how to enter the Australian Open Ballkids International Program presented by Kia Motors India forms part of the terms and conditions. It is a condition of entry that all rules are accepted as final and that the participants agree to abide by these rules. The participant cannot insist on changing the selection procedure either themselves or through an attorney. The process followed by KMI / Organizer in this regard shall be final.
3. Each participant is authorized to submit only 1 unique / original entry – either via social media or the microsite <https://www.kia.com/in/ao2020.html>.

4. Late, illegible, incomplete, defaced or corrupt entries or entries sent through agencies and third parties will not be accepted. No responsibility can be accepted for lost entries and proof of submission of an entry will not be accepted as proof of receipt.
5. To qualify for entry into the competition, parent /legal guardian must use their own e-mail address, mobile number, and Passport details. Additionally, the child's passport must also be his/her. Any person found using fraudulent details or means will have their winning entry voided and Kia Motors reserves the right to pursue legal action.
6. The Organizer reserves the right to exclude any person from the competition or availing benefit of the prize won on account of medical disability or who infringes the stated conditions of entry or who commits and/or is involved in any act amounting to be a crime or offence as per applicable laws. Any person (i) using prohibited or fraudulent aids or unlawful means, or (ii) otherwise seeking to obtain advantage by manipulations of any kind, or (iii) who has given wrong information/representations, will be excluded from the competition. In such cases, Kia Motors also reserves the right to disallow prizes already awarded and demand return or refund for the value of the prizes awarded thereafter.
7. The decision of KMI/Organizer shall be final, and no further communication(s) will be entertained.
8. The application period for the submission of details/entries starts on November 05, 2019 until November 20, 2019, 11:59 PM or such extended time period as may be notified by KMI/Organizer.
9. The shortlisted 200 participants will be selected by KMI/Organizer based on the video shared at the Phase 1 and Final 10 Winners will be selected subsequently in Phase 3 (shortlisted at Phase 2).
10. The Final Winners of the Australian Open Ballkids International program presented by Kia Motors India should have the capacity to fulfil the role as the 2020 Australian Open Ballkid. The Final Winning children are required to be well behaved and attentive, able to walk out onto the pitch in front of thousands of expectant fans at the match and able to cope with the potential pressures involved within a stadium environment.
11. Final 10 Winners announcement will take place after Phase 3 of the contest is over, on a date as may be notified by KMI/Organizer.
12. The Final Winners should be between the age of 12-15 (as on January 20, 2020) and should possess an appropriate and valid Indian Passport.
13. Organizer/KMI shall not be liable for any complaints regarding the quality of any aspect of the competition as well as the prize.
14. The itinerary is at the discretion of KMI/Organizer. No changes on request of winner(s)/their parent/guardian will be accommodated.
15. In case the participant wishes to contact the organizer for any reason whatsoever, the contact should be made only with the consumer relations department of KMI / Organizer or through the official website or other official channels. Any attempt to contact any officer of KMI /Organizer or any of the Organizers' agencies/its

personnel would not be entertained and could lead to the claim of the participant being rejected.

16. One valid Mobile Number and Email ID can be used to enter the competition.
17. One mobile number /person/participant will be entitled to win only one Prize throughout the promotion period. After winning one Prize, the subsequent entries from the same participant will not be considered.
18. All children (through their parent/guardian/representative) participating in this competition, whether directly or indirectly, will waive conditions of DND registration and the Organizer shall not assume any responsibility in this regard. The users / participants could also be contacted anytime through voice calls, SMS or email id for campaign updates and participation during the duration of the competition.
19. Organizer/KMI do not guarantee delivery of SMS or Email and will not be responsible in case the SMS or Email does not reach the specified number or Id due to any reason, including network problem in case there needs to be a communication.
20. General conditions for redemption:
 1. The participant will have to mandatorily present a valid Indian Passport and Aadhaar Number to the Organizer/KMI. In case the valid Indian Passport or Aadhaar Number is not presented, lost, misplaced or mutilated, KMI/Organizer would be within their right to forfeit the prize, without any further communication to the participant.
 2. All copies of KYC documents submitted towards verification shall become the property of KMI/Organizer.
 3. After verification, the Final Winner(s) will be informed about the entire process of redemption of the prize and participation in match(es).
 4. In addition to other documents including a copy of the Passport and Aadhaar card, the winners will have to present one government issued photo identity and address proof at the time of redemption of the Prizes or as and when required by Organizer/KMI. These include valid identity card issued by the Government of India.
 5. The Organizer/KMI will not be responsible for any loss or damage of luggage or other belongings of the Final Winner(s) during the period of stay at Australian Open 2020.
 6. The issuance of any other prize/benefit is at the sole discretion of the Organizer/KMI and is subject to change without notice in any form whatsoever manner.
 7. The offer is not valid in conjunction with any other offer.
 8. The Organizer/KMI will not be liable for any loss of data due to server issues and other technical faults that may come up.
 9. The participants are debarred from using any mechanical system/software to send random multiple entries for the contest. In case any such attempt gets known to the Organizer/KMI, the entries/claims of such participants would be cancelled without any communication to such Participants.

10. Entry sent by the Participants which do not comply with these terms and conditions will be rejected. Organizer /KMI reserves the right at its sole discretion to disqualify any entry at any time.
11. Organizer / KMI assumes no liability or responsibility for:
 1. Any errors, omissions or inaccuracies of content or submissions.
 2. Personal injury or property damage of any nature resulting from your access to, your exposure to or your participation in the promotion.
 3. Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information that may be contained therein.
 4. Any deletion of data or interruption or discontinuance of transmission to or from or through the promotion.
12. The shortlisted participants, Final Winners will be contacted by the representatives of the Organizer/KMI on the contact details provided by him/her along with their respective entries. The shortlisted participants, Final Winners will be contacted 3 times over a period of 48 hours to inform him/her of the win. In the event that the shortlisted participants, Final Winners are not contactable in 3 attempts, the Organizer /KMI shall be at liberty to forfeit the prize entirely. In this regard, the decision of the Organizer /KMI shall be final and no communication will be entertained. The Organizer/KMI would maintain technical/manual logs/details of all communications made with the shortlisted participants and/or Final Winners. These records would be considered final and binding for all purposes. By participating in this program, the Participant agrees, acknowledges and consents to the Organizer / KMI recording these calls / conversations for future reference and use, at its sole discretion.
13. For the purpose of this program, the person who owns the phone number used for participation in the promotion would be considered as the claimant and not the person using the phone in case the two are different. Also, the Organizer/KMI can ask for proof of ownership of the participating phone. In case of post-paid numbers, the proof would include the last bill received by the participant. In case of prepaid number, letter/documentary evidence from the service provider would be required. Letters or documents from agents or cell phone retailers will not be accepted.
14. The Organizer will contact the shortlisted 200 participants for Phase 3 on the mobile number through which they participated in the competition. However, at the time of redemption of the prize, in addition to a valid Passport, the shortlisted participants, Final Winners will be required to submit verification documents like proof of ID, Address, Age, copy of PAN card/Form 60 and any other document(s) as may be required against a

receipt for verification before redeeming the Prize or at any time as may be required by the Organizer / KMI.

15. Notification of the top 200 participants at Phase 2 and Final 10 Winners' status at Phase 3 must be kept confidential until such information is publicly revealed by the Organizer/KMI.
16. At the Organizers' request, shortlisted 200 participants would have to participate in all promotional activity at Phase 3 (such as publicity photography and video shoot) surrounding the winning of the prize, free of charge. The shortlisted participants for the Phase 3 consents to the Organizer/KMI for using their name, likeness, image and/or voice in promotional material (including photographs, film and/or recording of the same) or in any media for an unlimited period without any compensation either in cash or kind, for the purpose of promoting this competition including any outcome and promoting any products manufactured, distributed and/or supplied by the Organizer/KMI.
17. The Prizes are non-transferrable, non-refundable, cannot be substituted; and no cash payment will be made in lieu thereof.
18. The Organizer/KMI shall not be liable for any tax implications. The winners will also have to bear incidental costs, if any, that may arise for redemption of the Prize (collectively or individually).
19. The Organizer/KMI reserves the right to change/modify/or withdraw the Promotion without any prior notice of the same at its sole discretion.
20. The Organizer / KMI reserves the right to modify the terms and conditions without any prior notice.
21. Any decision of the Organizer/KMI with respect to this promotion / program shall be final and no communication in this regard shall be entertained.
22. Kid/s selected in the final 10 of previous year/s of the competition, is/are not eligible for participation again. If knowingly and/or unknowingly /he/she/they participate /he/she//they will not be considered and their entry/ entries would be null and disqualified.
23. By participating in the promotion, each Participant specifically accepts as follows (a) that he/she has fully read and understood all the terms and conditions and be unconditionally bound by them b) that he/she satisfies the eligibility requirements under the Terms & Conditions c) that he/she unconditionally accepts the winner so selected d) that he/she shall honor all decisions of Organizer with regard to the promotion and its interpretation and not challenge them (e) to comply with all Central, State, Local Laws and Regulations.
24. Any dispute arising from the conduct or execution of this promotion/competition or any dispute regarding the interpretation or enforcement of the terms and conditions shall be subject to the exclusive jurisdiction of the courts situated in Bangalore.

25. If any term or condition is rendered invalid by provisions of any laws or court judgements, then such portion of the terms and conditions shall be severed and remaining shall be valid and applicable, unless the invalid portion is substituted by KMI/Organizer.

About Kia Motors India: Kia Motors India Private Limited is a subsidiary of Kia Motors Corporation, Seoul, South Korea, whose registered office is at NH-44, SY. NO. 151-2, Erramanchi, Penukonda Mandal, Anantapur, Andhra Pradesh – 515 164, India. Kia Motors India Private Limited and its parent company / organization shall together be called, as the 'Organizer' of the contest.

Arbitration:

All questions, differences or disputes arising out of these terms and conditions 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 disputes 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 by the Organizer/KMI. 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 seat of arbitration shall be Bangalore and the language of arbitration shall be English.

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 Bangalore, India. The

terms of this Agreement and the performance hereunder shall in all respects be governed and interpreted by and under the laws of India.

CONSENT TO ABIDE BY ALL the TERMS AND CONDITIONS

I consent to me and my child adhering to all the terms and conditions as mentioned herein without entailing liability (other than as may be specified herein) of any nature whatsoever on the Organizer/KMI.

CONSENT TO PARTICIPATE AND RISK WARNING

I consent to my child participating in the Australian Open Ballkids International Program presented by Kia Motors India. I acknowledge that my child will be exposed to certain risks when participating in the Program including but not limited to physical injury, death or property damage that are not attributable to Organizer/KMI's negligence and/or acts. I acknowledge that participation in this Program is entirely at my child's own risk. I have voluntarily read and understood this risk warning and accept and assume the inherent risks in my child's participation in the Program.

DECLARATION OF FITNESS TO PARTICIPATE

I declare that my child is medically and physically fit and able to participate in the Australian Open Ballkids International program presented by Kia Motors India. I will immediately notify the organizers of the program of any change to my child's medical condition, fitness or ability to participate. I understand that the aforementioned Program will rely upon this declaration as evidence of my child's fitness and ability to participate.

CONDUCT OBLIGATIONS

I acknowledge and agree that whilst my child is participating in Australian Open Ballkids International program presented by Kia Motors India, my child will be required to:

- (a) follow any lawful instructions or directions of Tennis Australia;
- (b) give 200% in all matches and training sessions and display fine sportsmanship at all times;
- (c) display courteous and ethical behavior both on and off the court;
- (d) be available for medical/physiotherapy screenings;
- (e) be available for physical testing and technical analysis; and

(f) Comply with the planned competition schedule as determined by Tennis Australia coaching staff. I acknowledge that if my child engages in any behavior which, in the opinion of Tennis Australia, has the potential to bring, or brings, my child, Tennis Australia, the sport of tennis into disrepute, Tennis Australia may take action including, but not limited to:

(i) Suspending or dismissing my child from the Tennis Australia Ballkids Program; and

(ii) Not selecting my child for future Tennis Australia Ballkids programs, tours, camps or teams.

CONSENT TO MEDICAL TREATMENT

I understand that tennis is a physical sport and that there is risk of injury involved in participating in the Australian Open Ballkids International program presented by Kia Motors India. I authorize any official from organizers of the Program to use and disclose my child's medical information and to obtain on my behalf and at my expense any medical assistance, treatment and transport as deemed reasonably necessary.

CONSENT TO USE IMAGE

In consideration of my child participating in the Australian Open Ballkids International program presented by Kia Motors India, I consent to Organizer and/or Tennis Australia and its commercial partners, Member Associations and coach members, as well as media outlets at the discretion of the Organizer and / or Tennis Australia, recording, retaining and reproducing my child's image, name, likeness and voice by way of photographs, electronic images, sounds recordings and video.

TRANSPORTATION

I agree to carry and accept all risks associated with any transportation of my child. To the fullest extent permitted by law, I release and agree to indemnify, defend and hold harmless Tennis Australia/KMI/Organizer and its directors, employees, officers, volunteers, servants and agents from and against any injury, loss, damage actions, proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising from or incurred as a result of or in connection with any transportation.

RELEASE AND INDEMNITY 2

In consideration of my child participating in the Australian Open Ballkids International program presented by Kia Motors India, to the fullest extent permitted by law, I release and agree to

indemnify, defend and hold harmless Tennis Australia and Organizer / Kia Motors India and its directors, employees, officers, volunteers, servants and agents from and against any injury, loss, damage actions, proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising from or incurred as a result of or in connection with my child's participation in the Australian Open Ballkids International program presented by Kia Motors India.

NATIONAL POLICIES

I agree that my child and I will be bound by and comply with all Tennis Australia National Policies, as updated from time to time, and located at <http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies> and any other policies that may be prescribed by KMI/Organizer.

KMI RESERVES THE RIGHT TO AMEND/UPDATE THE ABOVE TERMS AND CONDITIONS FROM TIME TO TIME