Kia India – FIFA World Cup Qatar 2022

Terms & Conditions

Effective Date: 18th November 2022

A. Introduction

You are requested to read these terms and conditions carefully before participating in the FIFA World Cup Qatar 2022 Activity, organized by Kia India Private Ltd.

These Terms and Conditions ("T&C") constitute a valid and binding agreement between KIN and the Participants ('You/Your'). By participating in the Activity, 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 Activity and any content made for the said Activity.

By Participating in the Activity, you warrant that You have fully read and understood these T&Cs and agree to be legally bound by these terms and acknowledge unconditional acceptance without limitation or qualification of these T&Cs. KIN may change these T&Cs 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 Activity by You, after changes are posted means that You agree to be legally bound by these T&Cs as updated and/or amended. In case of any violation of these T&Cs 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, 1956, 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 Activity:

KIN intends to engage with the audience through an online activity that requires participants to book a test drive, either online or at the dealership. The Activity shall begin on 18th November'22 and ends on 24th November'22 and is open to the people of Indian origin. The lucky winners shall be shortlisted by KIN dealerships and the lucky winners will get a chance to win tickets to the FIFA World Cup Qatar 2022 in India.

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 Activity.

2. This Activity is applicable across India.
3. This Activity 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).

E. Terms of Activity:

1. The date of participation in the Activity is from 18th November'22 to 24th November'22.
2. For participation, the participant will not have to pay any money or purchase anything.
3. The name proposed by the participant can be submitted only once and cannot be changed, modified, removed in any way.
4. Activity is open for all above 18 years of age residing in India, except for employees of Kia India Private Limited, including their dealers and marketing subsidiaries.
5. To participate in the Activity, the Participant is required to:
   - Share their entry while doing a freestyle movement with a football in front of their favorite Kia car.
   - The ones who don't own a Kia car can book a test drive at the nearest dealership and share their entries.
   - 23 winners will be selected by KIN via lucky draw, where each winner will be eligible for 2 tickets to watch the matches at FIFA World Cup Qatar 2022.
   - Lucky draw will take place via a randomizer tool online to announce the winners.
   - Participants can win tickets only once during the activity period.
   - KIN will only provide the match tickets for FIFA World Cup, Qatar, 2022. All other incidental expenses i.e., TBL (Airfare, Visa, Boarding and Lodging and local transportation at Qatar) will be borne by the winners. KIN is not responsible for those expenses.
6. The Activity will happen from 18th November'22 to 24th November'22. No entries submitted after 23:59:59 of 24th November'22 will be eligible for lucky draw.
7. Over a span of 7 days of the Activity, a total of 23 lucky winners will be selected until 24th November'22.
8. The winner will be contacted by KIN and will be required to share their details (mobile number, e-mail ID and address) with ID Proof supporting documents.

F. Terms for Participation

1. The entry shortlisting is standard for all participants. The process followed by the KIN dealership in this regard is final. The participant cannot insist on checking the selection procedure or through an attorney.
2. Prize: The lucky winner will get a chance to win 2(Two) tickets to the FIFA World Cup Qatar 2022.
3. For availing the tickets:

a. KIN will announce winners out of all valid entries using their discretion as claimed above.
b. The decision of KIN shall be final, and no further communication will be entertained.
c. The participants must follow the social norms and be 18 years or above as on 17th November'2022.
d. The employees of Kia India Private Limited, including their dealers and marketing subsidiaries are not permitted to take part in the Activity.
e. All Participants, either directly or indirectly, will waive conditions of DND registration and KIN 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.
f. KIN 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. 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 and the language of arbitration shall be English.

H. 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.

I. 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.

J. 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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