

## **Kia India – #EvolvedByTheFuture**

### **Terms & Conditions**

Effective Date: 18<sup>th</sup> December 2024

#### **A. Introduction**

Participants are requested to read carefully and agree to these terms and conditions before participating in the #EvolvedByTheFuture Contest, organised by Dentsu One Private Limited (“Dentsu”) and Innocean Worldwide Communication Private Limited (“Innocean”) on behalf of Kia India Private Limited (“KIN”/”Kia India”).

These Terms and Conditions (“T&C”) constitute a valid and binding agreement Dentsu and Innocean and all or any of the Kia representatives (hereinafter referred to as the (“Participants”/ “You”/”Your”). By participating in the Contest, 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 the Contest and any content made for the said Contest.

By Participating in the Contest, 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. Dentsu and Innocean and/or KIN may change these T&Cs at any time without any prior notice in writing or otherwise to you. You may review these terms regularly to ensure that you are aware of any changes made. The continued participation in the Contest by You, means that you continue to agree to be legally bound by these T&Cs as updated and/or amended from time to time. In case of any violation of these T&Cs or any additional terms, Dentsu and Innocean and/or KIN reserve the right to seek all remedies available by law and in equity for such violations.

#### **B. About Contest**

KIN intends to engage with all their audience through a Contest, wherein our social media followers on Instagram are asked to participate in Question/Answer round which is linked to Kia unveiling the new Kia Syros. The question revolves around people guessing the top 3 features that the Kia syros might have. The Audience needs to answer the questions with their guess before the launch of the car.

The Contest begins on 18<sup>th</sup> December’24 and is open to all residents of India. All eligible Entries as per Clause C below stand a chance to win Assured Gift Vouchers (hereinafter referred to as “Prize”) subject to the Terms of Contest as per Clause D below.

#### **C. Eligibility to enter contest**

1. You warrant that you are competent to enter contract as per Indian Contract Act, 1872 and possess legal authority to participate in this contest.
2. Contest is open for all above 18 years of age residing in India except for employees and/or their relatives / family members of KIN / Dentsu and Innocean including their dealers and marketing subsidiaries or agencies.

3. The Contest will be open to our social media audience and all residents of India except for KIN's employees and/or relatives and their families, KIN's agents, dealers, distributors, and other partners (including their employees).

#### **D. Terms of Contest**

1. The Contest begins on – 18<sup>th</sup> December'24 from 2:00 PM (IST) onwards and ends on 19<sup>th</sup> December'24 at 11:59:59 AM (IST) (hereinafter referred to as "Contest Period"). The Participants are encouraged to make their entries on either and/or all of the Platforms through one identity and only during the Contest Period ("Eligible Entries") Entries submitted after 11:59:59 AM of 19<sup>th</sup> December shall not be eligible for the contest.

2. For participation, the Participant will not have to pay any money or purchase anything. Any voluntary payment by any Participant to anybody shall be at his/her own sole risks and responsibilities.

3. The entries to be made by the Participants under the Contest are only one time exercise and can be submitted only once. Such entries made once cannot be changed, modified, altered, or removed in any way whatsoever.

4. Winners will be selected based on correct engagement with all questions. From those eligible, the top 5 will be chosen through lucky draw which shall be conducted on random basis and the same shall be taken care of by Dentsu and Innocean under the supervision of a panel of experts. Such lucky draw shall not be challenged/disputed by the Participants at any point of time.

5. Details of Winners of the Contest shall be sent receiving DM between, 22<sup>nd</sup> - 27<sup>th</sup> December, 2024 on their respective social media platforms. Dentsu and Innocean /or KIN holds the rights to modify the date of publication of details of the winners.

6. The winners shall be contacted/communicated individually by KIN/ Dentsu and Innocean will be required to share the following details for claiming their Prize: Mobile number, E-mail ID, and Address Proof, supporting documents. Dentsu and Innocean/or KIN may also require the winners to submit any other additional document to verify the identity and genuineness. Only upon receipt of the documents up to satisfaction of Dentsu and Innocean/KIN, the winners shall be given Prize.

6. The Prize to the winners shall be distributed subject to its availability from the Manufacturer/ Distributor and the same shall be duly communicated to the winners individually.

7. Any taxes and/or expenses to claim the said Prize shall be solely borne by the winners only.

#### **#EvlovedByTheFuture How to participate?**

To participate the Participant is required to:

- Engage with the question being asked via IG post and share their guesses in the comment section.

#### **E. Terms for Participation and availing the Prize**

1. The criteria for shortlisting of entry through lucky draw is standard for all Participants. The Participants agree that the decision of KIN/Dentsu and Innocean in shortlisting the entry shall be final and binding on the Participant.

2. Prize: Lucky winners will stand a chance to win assured gift vouchers.

3. Eligibility criteria for assured gift vouchers:

To be eligible to win a Rs. 1,000 gift Voucher, participants must meet all the following criteria:

i. The participants need to answer all question being asked via instagram post correctly.

Note: Lucky participants must meet all the criteria mentioned above to be eligible for the Rs. 1000 gift voucher. Failure to meet all the criteria mentioned above will disqualify the entry from winning the Rs. 1000 gift Voucher.

4. For availing the prize:

a. The decision of Dentsu and Innocean/or KIN shall pertain to the Contest and selection of winners shall be final and binding on the Participants and no further communication will be entertained.

b. By participating in the contest, the Participants give their consent to KIN to use their entries in brand's promotional content and events.

c. The Participants must follow the social norms (acceptable social behaviour) and shall be 18 years or above as on 18<sup>th</sup> December 2024. The Participants also undertake not to upload any obscene, unlawful/illegal, violent or any sensitive content under the Contest.

d. Kia India/Dentsu and Innocean will contact winners regarding details relating to identification for verification of their authenticity for the purpose of ascertaining their claim for the Prize, once published on our social media platforms.

e. In the event multiple entries of the same Participants are adjudged as winner of the contest as can be identifiable through details and/or documents submitted, then such Participant's shall be given only one prize at the sole discretion of KIN/ Dentsu /Innocean.

f. The Gift/Reward is non-exchangeable, non-transferable and no cash alternative shall be provided. KIN reserves the right to replace the prize with an alternative prize of equal or lower value if circumstances beyond the KIN control makes it necessary to do so.

g. Once Kia India/Dentsu/Innocean reaches out the winners to ask for their personal details (Name, Email ID) / documents in order to provide their Prize, such winners must respond within 72 hours. On failure to do so, they will automatically become ineligible to receive the Prize.

h. If at a later date, it comes to the knowledge of KIN/Dentsu /Innocean that any participant does not meet the eligibility requirements or is subject to any restrictions, that Participant shall not be entitled to be adjudged as winner and will not be entitled to any Prize in any circumstances.

i. All Participants, either directly or indirectly shall waive conditions of DND registration and data protection laws and further consent for the usage of the respective data by Dentsu Creative/ KIN. Further, Dentsu Creative/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.

j. Dentsu /Innocean / 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 but not limited to network issue, in case there needs to be communication.

#### **F. Limitation of Liability**

Dentsu /Innocean or KIN / any affiliate of KIN shall not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury, or death occurring as result of taking up the prize. Dentsu Creative Dentsu Communications India Pvt. Ltd, Innocean Worldwide Communication Private Limited (“Innocean”) or KIN shall not be liable for any indirect special or consequential loss or damage of any kind.

#### **G. Data Privacy and Publicity**

Dentsu /Innocean and/ or KIN both are committed to protecting and respecting your privacy and will use only personal information in accordance with these Terms and Conditions and Contest. However, Participants understands and acknowledges that KIN may undertake publicity activities relating to competitions and prize awards. The winners therefore agree to use of their name, photograph, and disclosure of region of residence in any post-Prize-winning publicity names, surnames, towns or regions of residence and Prize details.

#### **H. Arbitration**

Any or All differences or disputes arising out of the contest, 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 arbitrator to be appointed by Dentsu /Innocean/KIN. 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 adjudication of the dispute. The decision of the sole arbitrator shall be final and binding on the parties. The venue and seat of arbitration shall be Gurugram, 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 at Gurugram and governing law shall be of India.

#### **J. Force Majeure**

KIN/Dentsu/Innocean shall not be liable for any failure or delay to fulfil 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/Dentsu /Innocean and shall not be liable to compensate the participant in these circumstances. KIN/Dentsu /Innocean 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 Dentsu/Innocean by registered post or courier and in addition by e-mail at the following address:

#### **Dentsu One Private Limited**

2nd Floor, AIHP Horizon, 445, Udyog Vihar Phase V,  
Sector 19, Gurugram, Haryana 122016

OR

#### **Innocean Worldwide Communication Pvt. Ltd.**

Building 10, Tower C, 19th Floor,  
DLF Cyber City, DLF Phase 2, Sector 24, Gurugram – 122002

#### **L. Disclaimer**

Participants agrees and acknowledges that Intellectual Property Rights under the post for the contest belongs to KIN. Participants shall not challenge such Intellectual Property rights or originality in any manner whatsoever.

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