

TERMS & CONDITIONS: "Guess What Next?" (hereinafter referred to as "Contest"):-

1. Who can participate:

Any person, in India can participate in this Contest.

Participants need to be minimum 18 years old to participate in this Contest

This Contest is not open to Mahindra Two Wheelers Limited (MTWL) employees, officers and directors and their immediate family members (Parents, spouse, siblings and children) and its Dealer(s), Partner(s), Agencies, Trade Partners and their immediate family members (spouse, children, parents, siblings, regardless of where they live).

2. How to participate:

There is no entry fee for participation.

Person can take part in "Guess What next?" Contest only once during the duration of the Contest. The duration of the Contest: 24th Sept'14 till 28th Sept '14 (23:59 hrs.). Opening and closing time - IST.

3. Participants need to answer the question i.e. "Guess What Next?" on www.mahindragusto.com. The answer closest to the actual TVC script wins the Prize. Winner selection shall be done at the sole discretion of MTWL and as per terms and conditions laid down herein.

4. Participants are solely responsible for time taken with regard to bandwidth connectivity and/or any other internet related issues during the Contest entry submission.

5. Prize:

Prize- Mahindra Two Wheeler Vehicle --"Gusto"

6. Duration of Contest:

Contest will be open from 24th Sept'14 till 28th Sept '14. Opening and Closing time will be IST.

7. MTWL shall not be held liable if the communication pertaining to the winning entry doesn't reach intended participant for any of the following reasons as mentioned:

- Bandwidth problem of the mailbox/server of the host.
- Incorrect e-mail address and/ or Mobile number.
- Inbox of the recipient being full/having insufficient space.

- Any other reason, technical or otherwise, beyond the control of MTWL

8. MTWL reserves the right to suspend, shorten, modify, extend or cancel the Contest at its sole discretion at any time.

9. The participant needs to read these Terms & conditions carefully while accessing website and participating in the Contest.

10. MTWL reserves the right to modify these Terms & Conditions without any prior notice. An updated version of the same shall be made available on the website – www.mahindragusto.com.

11. Participation in the “Guess What Next? “ is purely voluntary and at the sole discretion of the person / individual participating in the Contest. Participant agrees that he / she has read / understood and is bound by the terms and conditions set out herein.

12. The entries submitted by any individual/ Participant under this Contest or otherwise shall be treated as his / her own independent personal views and submissions. MTWL and/or its affiliates do not acknowledge or agree with any such content expressed in submitted entries and further shall not be held liable for any defamatory, abusive language used and loss occurring to any third party.

13. Participant shall indemnify MTWL and its Group Companies/ officials/ directors/ sister concern / parent Company or its affiliate from any loss that may occur to MTWL or any liability/ damages/ cost / cost of litigation/ cost of attorney / third party liabilities / claims resulting due to non adherence to these terms and conditions or due to submission of abusive, defamatory content submitted for the Contest.

14. Winner selection shall be done at the sole discretion of MTWL. No other correspondence will be entertained in this regard.

15. MTWL reserves the right to remove, refuse or cancel access to any Participant without any reason whatsoever.

16. The participant shall not use the Trade Mark- Mahindra or Mahindra Two Wheelers / Logo/ Brand Name/ or other Intellectual Property Rights belonging to MTWL or its Group Company/ affiliates and or concerned third parties.etc.

17. Contest is subject to force majeure events and situations beyond the control of MTWL and/or its affiliates.

Other Terms & conditions:-

1. **MTWL takes no responsibility for the damages** that the user/ Participant may suffer due to errors or omissions affecting website content.
2. **Participant hereby authorises MTWL** to communicate with him / her from time to time about the matters connected with the Contest.
3. **Participant unconditionally agrees that he/ she shall not:**
 - do anything which violates any of the Terms & Conditions ;
 - make any misrepresentation;
 - do anything that does not comply with generally accepted internet etiquette including (without limitation) the excessive use of inflammatory or antagonistic criticism ("flaming"), or wastefully and unnecessarily including previous communications in any postings;
 - perform system abuse;
 - propagate, distribute or transmit Destructive Code, whether or not damage is actually caused thereby;
 - Post abusive, obscene, threatening, harassing, defamatory, libelous, offensive or sexually explicit material;
 - Intentionally make false or misleading statements;
 - Offer to sell or buy any product or service;
 - Post material that infringes copyright/ Trade Mark / IPR;
 - Post information that he/ she knows to be confidential or sensitive or otherwise in breach of the law.
4. **There is no cash alternative in lieu of the Prize /** benefits and the Prize / benefits are not transferable. MTWL reserves the right to change Prize / benefits of the Contest at any time without any prior notice or consultation.
5. **MTWL reserves the right to offer** the prize to other entrants/ winner, should a winner be unable, for any reason, to accept or claim the Prize.
6. **Participants agree to make themselves available** for publicity purposes if requested by MTWL and agree to the use of their image and quotes for such publicity without any extra / additional compensation.
7. **In the event of a dispute, the decision of MTWL is final and binding** and no correspondence will be entertained in this regard.
8. **All rights as to choosing the winner vest with MTWL** and shall be done as per the procedure adopted by MTWL with or without supervision of any third party.
9. **Whenever called for, Participant will be required to complete all formalities** as may be communicated by MTWL and/or its affiliate including but not limited to providing his/her authentic and correct information or other required documents, failing which he/she shall be disqualified at any time or at any stage. In case false information is revealed at any time after participation, the Participant shall be liable to return all benefits/ Prizes provided under this Contest.

10. **MTWL reserves the right to restrict / bar** any person from participating in the Contest without quoting any reasons for the same.
11. **The Contest can be discontinued or modified** at any time at the sole discretion of MTWL without stating any reasons and no claim in this regard shall be entertained.
12. **Participants found indulging in** any malpractices such as cheating or creating dubious profiles etc., shall be disqualified from the Contest at any time and shall not be eligible for any Prize
13. **All the content entered by participant becomes MTWL** property and can be used by the MTWL as, where & when they deem appropriate.
14. **This Contest is not applicable** in a country outside India or any state of India if it is prohibited by law there.
15. **MTWL shall not be responsible** for any loss or damage due to Act of God, Governmental action, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for the same.
16. **MTWL shall not be liable under any circumstances towards** any loss or damage or expenses or cost or any third party liability, whether directly or indirectly, arising out or in relation to use or availing of Prizes and/or in connection with the said Prize as the case may be.
17. **The names of the winners shall be** announced on the MTWL Scooter's Facebook page and/or in any other manner / medium as deemed appropriate by MTWL.
18. **The winners shall be asked for** their mobile number or email id, MTWL shall not be liable in any manner whatsoever for any Participant who cannot be contacted on the mobile number or if his / her email id is incorrect.
19. **The Prize winners, if required by MTWL,** shall execute all such documentation as deemed necessary by MTWL and allow MTWL and their associate / partner to use, display, copy, modify, distribute, publish, sell, in all and all locations, in any medium, form or format, in any number, the picture, image or likeness and the reproductions of the winner, and any biographical information furnished by the winner to MTWL.
20. **The winners shall be required to provide** self attested proof of identity, confirmation of his/her mobile number along with the auto-response received acknowledging his/her participation, proof of residence and all other documentation as required by MTWL.
21. **6-8 weeks (post Contest end date) shall be allowed for the delivery of the Prize to the winners. Prizes cannot be claimed post 6 weeks after the end date of the Contest.**
22. **Winners must claim the Prize in the manner communicated by MTWL.** In case the winner fails to claim the prize on or before the specified date, he/she shall be deemed to have surrendered the prize.
23. **The database of mobile numbers can be used by MTWL** in future for any lawful purpose as deemed fit by MTWL.

- 24. Prizes under this Contest will be** subject to Indian laws, including tax regulation, as and when applicable. All applicable taxes, levies, charges and incidental costs including Octroi charges and TDS, if applicable on any prize, will have to be borne by the winners.
- 25. That, Prize i.e. Two Wheeler Vehicle-Gusto delivery will be through** the Dealer of MTWL choice / discretion irrespective of the location of Winner and all the RTO formalities, Insurance, registration cost, Octroi or any extra expenses to be borne by winner.
- 26. That, model or colour of the Prize i.e. Two Wheeler Vehicle-Gusto** shall be at the sole discretion of the MTWL.
- 27.** In case of a Tie /, then the ultimate winner will be chosen by the way of random selection or through other mode at the sole discretion of the MTWL.

These Terms & Conditions and the Contest shall be governed by Indian law only. Any claim, dispute or lawsuit arising in connection with them or the Contest shall solely be subject to the jurisdiction of the Courts situated at Mumbai only.