

Terms and Conditions for Scan & Win
Michelin Festive Consumer Contest

The following terms govern the Scan & Win Michelin Festive Customer Contest (“Contest”) conducted by Michelin India Private Limited (“MIPL” “Michelin India”). All persons participating in the contest (“**Participant(s)**”) shall be governed by the following terms and conditions.

PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST.

BY PARTICIPATING OR MAKING AN ENTRY, THE PARTICIPANT AGREES TO BE BOUND BY THESE TERMS IRREVOCABLY AND UNCONDITIONALLY. THIS CONTEST IS SUBJECT TO THE PARTICIPANT’S AGREEMENT TO THE TERMS AND CONDITIONS SET OUT HEREIN.

1. **Scan & Win Contest ("Contest")** is being organised by Michelin India, valid throughout India, except for Tamil Nadu and in the states where prohibited by law and is valid for the residents of India, of the age of eighteen (18) years and above at the time of participating in the contest . MIPL reserves the right to seek for proof of age or any other relevant information from the Participant. No participation or other fee is required to be paid for participating in the Contest.

2. This Contest is applicable for customers of Michelin 2W tyres only. The Contest will run from 1st September 2024, 10:00 AM to 31st October 2024, 11:59 PM (referred to as “Contest Days”).

No purchase (any product or service) or payment of any kind is necessary to enter or win the Contest for residents of Tamil Nadu. A purchase will not increase the chances of winning the Contest; void where prohibited. .Any consumer who is exposed to the promotional elements on social media, dealerships etc, are eligible for participation.

3. Details of the Contest:

a. Contest Name: Scan to Win

b. Purchase days or Contest Days: 1st September 2024, 10:00 AM to 31st October 2024, 11:59 PM

c. Last Date and time of participation in the Contest: 31st October 2024, 11:59 PM

d. The Contest will be held via QR code provided at the Dealerships via Posters & Tent Cards.

4. Steps for participation in the Contest:

a) To participate in the Contest, the Participant has to buy at least one MICHELIN 2-WHEELER TYRE & register through the QR code provided at Michelin Dealerships and sub dealers.

b) The Participant will have to click on the link in SMS received post registering for the contest.

c) The participant can claim the prize as per the winnings received in the scratch card.

d) Only 1 entry per Participant is allowed irrespective of the number of Michelin 2W tyres purchased by such participant. Unique mobile number shall be counted as a unique entry.

5. Selection of Winner:

Winners for Scan & Win contest will be the lucky customers / participants, chosen by randomizer by 3rd Party.

Process:

- To participate in the Contest, the Participant has to buy at least one MICHELIN 2-WHEELER TYRE & register through the QR code provided at Michelin Dealerships and sub dealers.
- Registration form will ask details like: *Name, Mob No (One time password will be triggered), City, State, Vehicle Model & Make, Tyre Pattern & Upload of invoice.*
- **If the user selects TN: Then the user will be taken to a Quiz page where the user will have to answer 3 questions and the answer to be selected from the options mentioned. As stated in Clause 2 above, no purchase (any product or service) or payment of any kind is necessary to enter or win the Contest.**
 - On answering correct, users will be taken to the reward page where the user can select between Amazon Pay or UPI.
 - For UPI the user will have to provide correct UPI id to get the cashback. Incorrect entry will lead to failure of fund transfer with no additional attempt.
 - For Amazon Pay the user will receive the Amazon Pay cashback voucher code to the registered mobile number. Anyone providing the correct answer will be eligible for the cashback.

- **If the user selects is from any state (other than Tamil Nadu or such other state where this Contest is banned): Then the user will be taken DIGITAL SCRATCH CARD page.**
 - Consumers will be spinning the wheel of fortune & can win cashback or better luck next time.
 - In case the user is a winner then the user will have to select between the 2 options. Amazon Pay & UPI
 - For UPI the user will have to provide correct UPI id to get the cashback. Incorrect entry will lead to failure of fund transfer with no additional attempt.
 - For Amazon Pay the user will receive the Amazon Pay cashback voucher code to the registered mobile number

6. The Winners will be chosen by Michelin India and the decision shall be final and binding on all Participants no customer shall be entitled to challenge such decision and and no correspondence will be entertained.

7. Prize of the Contest:

Winners to the Contest will be given a gifts as per the digital scratch card (at Michelin India & REWARDPORT discretion) worth Rs 100, Rs 500, Rs 1000, Rs. 2500, Rs. 10,000 based on the lucky draw for Rest of India and basis correct answers and randomizer in TN.

Additional Terms pertaining to redemption are set out in Exhibit A below

8. Winner needs to share their details within 48 hours from their winning being announced as per the scratch card along with UPI ID & ID proof. In case the Winner fails to submit his/her contact details within 48 hours, the gratification for the same will be forfeited.

9. By participating in this contest, the Participants have agreed and have consented to put up their entries/mention (including their personal data) on official Facebook and Instagram accounts of Michelin India. Michelin India shall not be responsible or liable for any comments/remarks put on the posts or accounts by the public.

10. Any personal information provided by the Participant, shall be used by Michelin India for the purposes and in relation to this contest, including but not limited to informing the Winners, management of entries, displaying publicly the names of Winners and for other purposes incidental to these activities.

11. Michelin India reserves all the rights to change the rewards/gratification for the Winners of the Contest, at its sole discretion. In case of any changes, Winners will be informed by a message to their mobile number.

12. Michelin India can, at its sole discretion, disqualify any Participant in case the contestant is not abiding by the rules of the contest.
13. All entries must be backed by actual proof of purchase. The Participant can not tamper or add or edit the same. Michelin reserves the right to disqualify any entry which is illegal, incomplete, indecipherable or corrupt or which does not comply with the terms and conditions given herein.
14. Mere participation in the contest or sending the entry does not entitle a participant to gratification/reward. Any fraudulent conduct or use of unfair means, tools, and software shall disentitle the Participant.
15. The responsibility of collecting the prize(s) rests with the Contest Winner(s) only as per the guidelines provided. All prizes are non-refundable and non-transferable.
16. The Winner shall bear all applicable taxes including but not limited to GST, income tax and any other statutory levy as may be applicable from time to time in relation to the Prize. The Winner is solely responsible for any other expense related to the acceptance of Prize. Michelin India or its associate companies shall not in any manner be liable or responsible for the same. The applicable taxes (if any) will be informed to the Winner through email and he/she shall be required to pay the same.
17. We make no warranty that the Contest will meet expectations of Participants or that the Contest will be uninterrupted, timely, secure or error free and shall use commercially reasonable measures to restore any interruptions or errors in the Contest.
18. The Participants shall indemnify and hold Michelin India or any of its group entities or affiliates, their respective directors, officers, agents harmless from any action, claims, demands, cost, charges, expenses or loss either direct or indirect incurred by reason of any act or omission of the Participant or any violation of clause 13 above or violation of any of the terms of this contest by a Participant.
19. Participant acknowledges and agrees that Michelin shall not be liable for any damage or loss (including but not limited to indirect damages or losses) arising from personal injury or death, or loss of, or damage to property, which might be sustained in connection with this Contest or the prize, except to the extent any liability is not excluded by law.
20. Michelin India reserves the right to modify, cancel, extend, or discontinue the Contest without giving any reason or prior notice.

21. By participating in the Contest, Participants agree to grant Michelin free of charge, worldwide, perpetual right and license to use, their photo / video/ screen shot in any manner and media, including without limitation, the right to publish, adapt, distribute, copy, display or translate in printed or electronic media even if they are not the winning entries.
22. The Scan & Win Contest is just for engaging customers or prospects and neither gambling or any sort of lottery. Through this Contest, Michelin India does not intended to harm any sentiments of people or participants who do not qualify or win the Contest.
23. The entry submitted by the Participant should not contain inappropriate, malicious, defamatory, obscene, hateful or indecent.
24. The Participation in the contest is voluntary and the Participants are free to opt of the contest at any point of time.
25. The Participant confirms that the content posted is his/her original contribution and does not infringe the rights of any third party including copyright trademark, privacy or any other similar right and to the maximum extent permissible under law, the Participant hereby agrees to indemnify MIPL, its directors, officers, employees and agents from any losses, damages, claims or demands whatsoever arising from or related to the Contest including the intellectual property rights , privacy and similar rights of a third party.
26. MIPL shall not be responsible for any loss, injury or liability arising due to the participation in the Contest.
27. All disputes related to this contest shall be subject to the laws of India and shall be subject to the exclusive jurisdiction of Pune courts.
28. Notwithstanding the foregoing, employees of Michelin India and its affiliates, subsidiaries or employees or its contractors or their personnel, of any entity involved in the development, production, implementation, and distribution of the Contest, including any advertising or promotion agency, associated with this Contest any family members or persons living in the same household as such persons are not eligible to enter the Contest.

EXHIBIT-A

- Maximum 1 voucher will be accepted and can be redeemed per person, mobile number, email ID, Paytm/UPI wallet and IP address. This Promotional Offer is not valid for Michelin and Rewardport promoters, directors, retailers, employee, distributors, contractors, or any other channel partner/vendors.
- The cash amount will be credited within 48 hours, but in case of public holiday and weekend the amount will be credited on the next working day.
- In no event UPI/Amazon-pay be liable for any abuse or misuse of the cash due to the negligence of the Participant knowingly/unknowingly.
- The details of UPI linked back account have to be entered by the Participants themselves. If the Participant enter incorrect UPI Linked bank account details, the OTP will be assumed to be used and cannot be revised.
- Once Participant selects the choice of receipt of payment i.e. UPI ID, it cannot be modified.
- If the OTP is lost, misplaced or stolen, a new OTP will not be issued nor will the money be refunded in any manner. Duplicate OTP will not be issued.
- MIPL, Rewardport or UPI/Amazon shall not be liable and responsible for any unauthorized and/or fraudulent purchase/s made using of the cash reward. The holder of the voucher shall be solely responsible for the safe custody of the OTP, cash reward and the credentials mentioned on it.
- UPI/Amazon voucher may change (add to, delete, or amend) its terms from time to time without any prior intimation.
- Each OTP is strictly a one-time usage code.
- By participating in the Promotional Offer, the participant agrees to allow MIPL/ Rewardport to contact the participant for the purpose of this Promotional offer. Further the participant agrees that the data received during the Promotional Offer by MIPL may be used or shared with any agency for any further analysis/ promotion or marketing communications subject to consent as applicable. For promotional offer related queries you can write to us on michelin@rewardport.in or call us on 8433999050 between Mondays to Friday 10:30 AM to 5:30 PM, except on government holidays.
- The decision of MIPL or its Partner Agency, as regards to the Promotional Offer shall be final. No correspondence or any other claims whatsoever, in this regard will be entertained.
- No queries, claims, dispute, complaints or grievances pertaining to the Promotional Offer shall be entertained by MIPL and its Partner Agency from the date of the closure of the Promotional Offer.
- The cash back cannot be exchanged, and is not transferable and cannot be converted into cash/discount or equivalent.
- The use of Amazon Pay/UPI name in these terms and conditions is only for the purpose of explaining the terms and conditions hereof, and does not in any manner confer, assign or transfer or associate the trademarks or other rights of Amazon Pay/UPI. There is no principal agency, joint venture, associate or any other relationship between MIPL and Amazon Pay/UPI Voucher, except that both entities have a principal-to-principal relationship.
- All applicable government levies, including GST, income tax etc. in connection with the grant of the credits will be borne and payable by the Participants (if applicable).

- The Rewards Program must not be treated as a windfall gain/lottery/gambling/illegal game of skills and must not be interpreted accordingly and the Rewards Program is void where prohibited.