

Club Mahindra “Brand Mascot Hunt Contest” - T&C and Guidelines

1. About the Club Mahindra Brand Mascot Hunt Contest

- 1.1 The Club Mahindra Brand Mascot Hunt Contest (“**Contest**”) is an engagement activity organised by Club Mahindra for its Members and Prospects, whereunder the eligible Participant stand a chance of winning Prizes offered herein by Club Mahindra, basis the Contest Entries submitted under the Contest as mentioned herein.
- 1.2 The Contest shall run for a limited period and the Participant may win Prizes only for the Contest Entries submitted during the Contest Period as mentioned herein. The Participant may participate in the Contest upon fulfilment of the terms and conditions mentioned herein. Club Mahindra shall have the right, at its sole discretion, to withdraw or extend the Contest Period, at any time without prior notice.
- 1.3 From the pool of Participants, 5 (five) Winners shall be, subject to other terms and conditions contained herein, eligible to get Prizes.

2. Definitions

- 2.1 The following definitions shall apply in respect of this Contest:
 - a. “**Brand Mascot**” shall mean depiction of a character, person, or animal that may represent the Club Mahindra brand and appear in marketing and advertising campaigns, so as to create a unique and memorable identity for the brand, to communicate its values and personality and further to appeal to its target audience;
 - b. “**Club Mahindra**” shall mean Mahindra Holidays & Resorts India Limited, a company incorporated under the Companies Act, 1956 and having its registered office at “Mahindra Towers”, 2nd Floor, No.17/18 Pattulos Road, Chennai - 600 002 and Corporate office at 1st Floor, “A” Wing, Mahindra Towers, Dr. G.M. Bhosle Marg, P.K. Kurne Chowk, Worli, Mumbai – 400 018;
 - c. “**Content**” shall mean the text/ design/ visual created by the Participant Kid illustrating his/ her idea of a Brand Mascot, along with the Description thereof;
 - d. “**Contest**” shall mean the Club Mahindra Brand Mascot Hunt Contest organised by Club Mahindra which shall be governed by the terms and conditions contained herein;
 - e. “**Contest Entry**” shall mean the Content, along with Description and other relevant details, as uploaded at the Portal under the Contest in the prescribed Contest Form using the QR code provided by Club Mahindra or otherwise submitted by any of the means as may be prescribed by Club Mahindra from time to time;
 - f. “**Contest Form**” shall mean the form provided by MHRIL to the Participant Kid wherein he/ she may create the Content for submission under the Contest;
 - g. “**Contest Period**” shall mean the period from 20th May 2023 to 31st July 2023 (both dates inclusive) or such other period as may be decided by Club Mahindra from time to time;
 - h. “**Description**” shall mean the write-up by the Participant Kid describing about the Content, detailing the following (irrespective of the format used for creating Content), as submitted by the Participant at the Portal while submitting the Contest Entry:
 - What is his/ her Brand Mascot? – Minimum 100 words describing what is the Brand Mascot, it’s physical attributes and personality traits;
 - Why did you choose this Brand Mascot? – Minimum 100 words describing why they think this Brand Mascot is suited for Club Mahindra; and
 - What’s the story of the Brand Mascot? – Minimum 100 words describing the story of the Brand Mascot. May include a story about it’s past, what it does, what are its likes and dislikes, what are its morals, values etc.;

- i. **“Member”** shall mean a person having a valid and existing Club Mahindra vacation ownership membership;
- j. **“Participant”** shall mean any Member or Prospect who participates in the Contest by allowing his/ her Participant Kid to create the Content and submitting the Contest Entry at the Portal or physically under the Contest;
- k. **“Participant Kid”** shall mean any child aged not less than 6 years and not more than 17 years, related to the Participant (son/ daughter/relative) who, under the explicit/ unequivocal consent of his/ her parent/ guardian Participant, creates the Content and Description for submission of the Contest Entry under the Contest;
- l. **“Portal”** shall mean online micro site <https://membership.clubmahindra.com/sem-in/LP/mascot-hunt/> of Club Mahindra;
- m. **“Prize”** shall mean the prizes, to be given to the Winners in the manner as more specifically mentioned herein;
- n. **“Prospect”** shall mean any person interested in buying any of the Club Mahindra vacation ownership Membership;
- o. **“Winner”** shall mean the Participant entitled for the Prize in accordance with the terms and conditions contained herein.

3. Rules of Participation

- 3.1 Only individuals who are aged above 18 years and residents of India shall be eligible to participate in the Contest. Citizens and/ or residents of any country other than India shall not be eligible to participate.
- 3.2 The Contest is not open to employees, distributors, franchisees, agents and suppliers of Club Mahindra/ Mahindra Holidays & Resorts India Limited and their direct dependents, as also to the participants residing in the State of Tamil Nadu, India.
- 3.3 To participate in the Contest, the Participant will have to a) allow his/ her Participant Kid to create the Content and b) submit the Contest Entry, along with the relevant details (such as name and other relevant details) of the Participant and the Participant Kid at the Portal.
- 3.4 The Content will have to be created only in the form of text, design or visual reference and no other form will be accepted for the Content.
- 3.5 The Content will have to be created and Description will have to be formulated by the Participant Kid only on his/ her own, for submission by the Participant as the Contest Entry. Any plagiarised Content/ Contest Entry shall be liable to be rejected by Club Mahindra.
- 3.6 The Participant shall be entitled to submit only 1 (one) Content Entry. In case of more than 1 (one) Content Entries by a Participant, only the last submitted entry shall be considered for the Contest.
- 3.7 All submissions and Contest Entries for the Contest shall be accepted at the sole discretion of Club Mahindra. Club Mahindra shall be entitled to reject any participation/ Contest Entry without assigning any reason.
- 3.8 By participating in the Contest, the Participant gives his/ her (as also for and on behalf of his/ her Participant Kid) unequivocal & irrevocable consent to Club Mahindra to use the submitted Contest Entries and his/ her/ their details as part of its marketing campaign/s, media commercials and for any other purpose.
- 3.9 Please ensure that all information and the Contest Entries submitted by you (Participant) for or in relation to the Contest is genuine, authentic & accurate and does not violate the Portal policies and/ or showcase nudity, hatred, violence or any other unethical or illegal acts. In case we identify an entry/detail to be inaccurate, fake and/ or violating any of the legal/ ethical norms, the participant will be disqualified and their participation will not be accepted. In case if Club Mahindra find that any Participant/ Participant Kid has copied the Content/ Description from any source whatsoever and/ or the Content/ Description is not created by the Participant Kid, Club Mahindra may consider it to be invalid participation.

3.10 The Participant alone shall be responsible and liable for all loss or damage caused due to any copyright or other intellectual property rights violation arising out of the Content/ Contest Entry/ details submitted by the Participant as part of the Contest. Club Mahindra, its promoters, partners, associates and sponsors shall not be liable for any legal or punitive action. By participating in the Contest, the Participant agrees to indemnify Club Mahindra, its promoters, partners, associates and sponsors from any and all liability arising out of a violation of copyright or other intellectual property rights arising out of the Content/ Contest Entry/ details submitted by the Participant.

4. Results and Redemption of Prizes

4.1 From the pool of Participants, 5 (five) Participants will be chosen as Winners (provided there are at least 5 (five) valid Participants), considering Content, Description, clarity of thought, creativity and brand relevance etc. (and not basis drawing, writing or narration skills only) in respect of the Content Entries, who shall be entitled to the following Prizes, in the below mentioned order.

Winner 1: Ipad 10th generation (256 GB)

Winner 2: Ipad 10th generation (128 GB)

Winner 3: Hoverpro mini-Segway

Winner 4: Ralleyz Bicycle

Winner 5: Lego Set

4.2 Prizes shall be given only for valid Contest Entries. Basis for selection of Winners (and order thereof) shall remain confidential & at the sole discretion of Club Mahindra and Club Mahindra shall be under no obligation of any kind to share the modalities with any Participant and no such demand shall lie against Club Mahindra.

4.3 The Result as to the Winners entitling him/ her/ them to the respective Prizes will be declared by Club Mahindra, at the Portal/ Club Mahindra website/ social media channels or otherwise, on 31st August or such other date as may be decided by Club Mahindra at its own sole discretion.

4.4 Winners shall be contacted by Club Mahindra through their contract details provided at the Portal/ in respect of the Membership and he/ she/ they shall be required to submit relevant documents as may be requested/ stipulated by Club Mahindra, including but not limited to their identity & address proof etc., for claiming their respective Prize. The Winners shall be entitled to receive his/ her Prize only post verification of the credentials (as mentioned above) on or before 30 September 2023. No request for any Prize/ redemption post 3 (three) months from the date of declaration of Winners shall be honoured by Club Mahindra.

4.5 The Prizes will be dispatched to the Winners through Courier/ Post/ such other mode as may be decided by Club Mahindra.

4.6 The Prizes shall be provided to the Winners in accordance with their respective terms and conditions.

4.7 Participation does not guarantee a Prize.

4.8 Process of distribution of the Prizes amongst the Winners may take 4 to 6 weeks post receipt of all the relevant documents and information and no claim shall lie for any delay in issuance of the Prize for any reasons whatsoever.

4.9 Club Mahindra shall have the right to refuse participation/ deny Prize to any of the Participant in case:

a. The Member is having any overdue amounts under his/her Club Mahindra Membership which has not been paid by the Participant despite request or he/ she is found to be in breach of any of the Membership Rules governing his/ her Club Mahindra Membership; and/ or

b. The Prospect is found ineligible for a Club Mahindra vacation ownership Membership as per parameters of Club Mahindra, his/ her previous Club Mahindra Membership was

terminated by Club Mahindra for any reasons whatsoever, or is having any overdue amounts under his/her existing Club Mahindra Membership.

Decision of Club Mahindra in this regard shall be final. The Participant falling under any of the aforesaid instances shall be entitled to claim & receive the Prize only after rectification of the aforesaid.

- 4.10 The Prizes cannot be exchanged for cash or transferred. Club Mahindra shall not be liable to give any alternate gift / prize or offer in lieu of the Prize.
- 4.11 Nature, model, colour, characteristics of the Prizes may vary.
- 4.12 Prize once issued cannot be transferred/ amended in any manner whatsoever and can be redeemed in accordance with its terms and conditions as applicable.
- 4.13 Taxes, levies etc. as applicable on Prizes shall be payable by the Winner upfront in the manner as may be specified by Club Mahindra and Club Mahindra will not be liable to reimburse the same.

5 General

- 5.1 The Contest is organized and managed by Club Mahindra and Club Mahindra has complete authority on all the proceedings of the same. The decision of Mahindra Holidays & Resorts India Limited/ Club Mahindra as to any and all aspects relating to this Contest shall be final and binding and no Participant shall have the authority to contest the same. Such instance of contestation shall warrant disqualification.
- 5.2 Club Mahindra shall have the right to declare and use the name and details of the Participants and/ or Participant Kids at its social media platforms or in its marketing campaigns relating to the Contest.
- 5.3 All the Contents, Description, Contest Entries and other details/ information submitted by the Participant for or in relation to the Contest and/ or while availing the Prize shall be the property of Club Mahindra and Club Mahindra shall be entitled to use the same for any purpose whatsoever at its sole discretion. The Participant shall not be entitled to claim copyright or any other rights/ entitlements over the same.
- 5.4 Any lapse in communicating with the Participant or delivery of the Prize due to false number/ email/ addresses etc. provided by the Participant while taking the Membership or at any stage of participation will not be the responsibility of Club Mahindra, and the participation will be treated as void in such cases.
- 5.5 Club Mahindra shall not be liable for any delay/ failure to comply with its obligation caused by weather conditions, fire, flood, strike, war, political unrest, riots, accidents, epidemic, pandemic, act of God or any other unavoidable reasons beyond its control.
- 5.6 Club Mahindra does not guarantee or warranty suitability, fitness, merchandize or quality of the Prize in any manner whatsoever and no claim in respect of same shall lie with Club Mahindra. Visuals displayed here are representations only.
- 5.7 In the event, it is discovered the Participant is either breaching the terms and conditions of this Contest or his/ her Membership or is ineligible to participate, the Prize of the Participant shall stand withdrawn and the participation shall stand invalidated.
- 5.8 Club Mahindra reserves the right to modify, add or delete any of the terms and conditions or participation or Prize issuance mechanics of the Contest at any point of time at its sole discretion, without serving any prior intimation to the participants. Intimation of any change, modification, addition, deletion in the terms and condition of the Contest will be served to the participants by posting the revised terms and condition of the Contest on the Club Mahindra's web portal/ Portal/ social media campaign page/s.

- 5.9 Club Mahindra does not take any responsibility for any information or content submitted by the participants and reserves its rights to direct the possible claimants to the participants in the respect of the information or content submitted by the participants.
- 5.10 Club Mahindra may collect personally identifiable information that the Participant provide to us, such as name, member ID, phone number, email address etc. of the Participant/ Participant Kid which may be used by Club Mahindra for its internal and promotional purposes. Club Mahindra may also access profile and other information from social media platforms.
- 5.11 Club Mahindra shall have the right to contact the Participant via any mechanisms, not limited to call, SMS, email, Whatsapp, automated call and/ or through any social media Platform.
- 5.12 No other offers/ contests can be clubbed with this Contest.
- 5.13 Any person taking advantage of this Contest does so on complete acceptance of the terms & conditions. Claims that do not comply with the terms & conditions will be disqualified. Illegible/incomplete/invalid/wrongly filled/manipulated request forms will be rejected.
- 5.14 Any disputes with regards to the Contest shall be referred to an arbitration by a Sole Arbitrator in terms of the Arbitration and Conciliation Act 1996, at Mumbai, as such this Contest will be subject only to the jurisdiction of the courts in Mumbai.
- 5.15 By participating in the Contest, the participants agree to abide by the Terms and Conditions hereof.