TERMS AND CONDITIONS FOR MAHINDRA SEASON OF FESTIVALS CONTEST

THESE TERMS & CONDITIONS (HEREINAFTER REFERRED TO AS THE "**CONTEST RULES**") ARE APPLICABLE TO ALL THE PARTICIPANTS OF THE "**MAHINDRA SEASON OF FESTIVALS CONTEST**" HEREINAFTER REFERRED TO AS THE "**CONTEST**") PROMOTED / ORGANIZED BY MAHINDRA AND MAHINDRA LIMITED (HEREINAFTER REFERRED TO AS "**M&M"**). M&M, ITS AFFILIATES, SUBSIDIARIES, AND GROUP ENTITIES ARE COLLECTIVELY REFERRED TO AS "**MAHINDRA GROUP**". ALL PERSONS PARTICIPATING IN THE CONTEST AND FULFILLING CONDITIONS MENTIONED IN THESE RULES SHALL BE HEREINAFTER REFERRED TO AS "**PARTICIPANTS**". THE CONTEST RULES CAN BE AMENDED OR VARIED FROM TIME TO TIME BY M&M. BY PARTICIPATING IN THIS CONTEST, PARTICIPANTS AGREE TO BE BOUND BY THE RULES.

The Rules are divided into three parts: Part A- Basic Terms. Part B-Specific Terms and Part C- Privacy Policy

Part A- BASIC TERMS

Following are the terms that shall be applicable to the Contest:

1. The Contest is open only to Indian citizens, residing in India. Citizens and/or residents of countries other than India are not eligible to participate. Citizens and/or residents of countries other than India residing in India are not eligible to participate.
2. The Participants must be adults having attained the age of eighteen (18) years to participate in the Contest as on the date of the Contest.
3. Contest shall be open for participation as per the timelines specified in Part 2 for the Contest. Winners of the Contest ("**Winners**") shall be selected in manner provided in Part 2.
4. Employees of Mahindra Group (whether full time or contractual), agencies associated with the Contest. and sponsors of the Prize(s) (including their immediate family members and relatives) and others associated with the Contest in any manner, are not eligible to participate in the Contest.
5. The Rules shall be mentioned on [•] ("Website"). M&M has the right to amend (add, delete or modify) the Rules governing the Contest, prospectively or retrospectively, at its discretion and without prior notice, Participants should visit the Website to read the Rules and any modifications thereto.
6. The Participants may be required to provide personal data about them including but not limited to Participants' name, address, social media handle, telephone number or mobile number and email address in order to participate in the Contest. Participants should ensure the accuracy of the personal data provided by them at the time of participating in the Contest. Personal Data of the Participants will be processed by M&M in the manner set out in Part C of the Contest Rules.
7. For the Contest, each Participant must submit their complete entries ("**Entries**") by following the Process of Participation specified in Part B.
8. The Participant can win only once in this Contest. Any subsequent wins of the Participant (if declared) will be automatically void.
9. Winners shall be entitled to the Prize(s) subject to submission of all relevant documents, as required by M&M. The Winners may be required to accept certain further terms or execute agreements. Failure to complete and sign any documents requested by M&M may result in disqualification, and M&M shall then proceed to select an alternate Winner. All decisions of M&M are final in this regard.
10. Mere participation/submitting Entries in the Contest does not entitle the Participants to win the Prize(s). M&M, in its sole discretion, may refuse to give the Prize(s) to Participant(s).
11. The Prize(s) are not transferable, assignable or exchangeable for cash equivalent. Only the Winners and no other person or agent, may claim the Prize(s).

12. In case the Winners is / are found to be in violation of these Rules, M&M reserves the right to initiate legal proceedings against such person(s).
13. M&M has the right to substitute the Prize(s) with other prizes, as determined by M&M in its sole discretion.
14. M&M reserves the right to disqualify any Participant if it has reasonable grounds to believe that the Participant has violated the Rules in any manner.
15. All information provided by M&M in the Contest is provided "As is" without warranty of any kind. M&M makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability or fitness for any purpose.
16. Under no circumstance, shall Mahindra Group and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever.
17. M&M does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish any reason or explanation for inclusion and, or, exclusion of the Entries or any part thereof, at any stage of the Contest.
18. M&M reserves the right to withdraw or discontinue and/or terminate the Contest at any stage without prior notice and without any liability whatsoever to the Participants and the decisions of M&M and its representatives in this regard shall be final and binding.
19. All entries will be treated as the property of M&M and can be used by M&M for any promotional and / or commercial activity & the Participants/Winners waive all rights of whatsoever nature in the said entries in favour of M&M by participating in the Contest. Any content created by Winners at the Mahindra Season of Festivals may also be used by M&M for promotional activities.
20. Participants/Winners may be required by M&M to participate in a photo, video and/or film session and acknowledge that M&M has the absolute and exclusive right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it may deem fit without any consideration or payment of similar nature to such Participants/Winners.
21. M&M in its absolute discretion may publicize, broadcast or otherwise disclose a Participant's/Winner's name, character, likeness, statements or any recording of their voice in advertising or promotional activities concerning this Contest, the Mahindra Season of Festivals or generally. M&M may promote or advertise that a winner has won the contest. We encourage our winners to share their experience at the festival via updates on Twitter, Instagram, Facebook etc.
22. Participants and/or Winners shall not engage in any pattern of conduct that involves making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports and comments) which are disparaging, deleterious, or damaging to the integrity, reputation or goodwill of the Mahindra Group (including without limitation the Mahindra Group's products and services) and its management.
23. Except as expressly provided herein. all taxes, levies and duties due and owing under applicable and statutory laws in connection with all Prize(s) if any, and all other costs, including insurance, incidental costs, gifts, gratuities and taxes, are the sole responsibility of the Prize(s) Winners.
24. Mahindra Group shall not be responsible for any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive Entries owing to transmission failures or due to any technical reasons.
25. All relevant national and local laws apply to the Contest. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the exclusive jurisdiction of the Courts at Mumbai only.

“Mahindra Season of Festivals Contest – Specific T&Cs

Day/s of the Contest	10 Days
Start and End Timing of the Contest	18th Nov to 28st November
Platforms on which the contest shall be available	Instagram and Twitter/X
Process of Participation	Participants will be required to submit a photo/video entry during the Contest on either X/Twitter or Instagram and tag @mahindrarise along with the Contest hashtag #कलाApneBheetarHiRehtiHai Only complete Entries shall be considered for the Contest, and M&M shall not be responsible for non-receipt or delay in Entries for any reason whatsoever. Note: While participating in the Activity, Participants shall ensure that:- o A content or information uploaded by the Participant in relation to the Contest shall not violate the rights of any third party, including, but not limited to, privacy rights, copyrights, trademark rights and/or any other intellectual property rights; o shall not be abusive, harmful, harassing, blasphemous, defamatory, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; o Should not harm minors in any way; o Should not violate any law for the time being in force; o Should not be deceptive or misleading or grossly offensive or menacing; o should not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

Process for choosing the Winners	1) Five (5) Winners will be chosen, subject to the fulfilment of **all** the below-mentioned conditions and compliance with the Contest Rules: a. Condition 1: The Participant must correctly upload a photo/video and tag @mahindrarise. b. Condition 2: The Participant should use the Contest hashtag **#कलाApneBheetarHiRehtiHai** in all entries. c. Condition 3: The Participant must follow @mahindrarise on X (Formerly Twitter) or Instagram wherever they are sending their entry. Participants must ensure that they have public accounts so that M&M gets notified of the Entries. d. Prize Winners will be chosen based on their creativity, messaging and social clout to represent themselves at the festival. 2) The Winner must be a citizen and a resident of INDIA. 3) M&M shall not entertain any mail or query questioning or otherwise asking for the definitive process for choosing the Winners. 4) The prize winners will win an all-expenses-paid trip to any one festival from the Mahindra Season Of Festivals 2025*.
Announcement of the Winners	1) The Winners shall be notified within one (1) week of the end of the Contest through direct message from the social media handles of the Contest @mahindrarise. The Winners need to respond with the required details and formalities within twenty-four (24) hours after contacting them. Any responses received after this deadline shall be considered void/Winner shall be disqualified, and SPN shall not be liable in any manner, way or form. Winners need to ensure that they are sharing the requested information only with the social media handles of the Contest. M&M disclaims any liability that may arise if the Winners share their personal data with social media pages imitating the social media pages of the Contest or with any social media page or email id, or website imitating the social media pages or websites or email ids of the Mahindra Group. 2) In the event the Participant is not able to utilize the Prize or is unable / refuses to accept the same, the Prize will be revoked by M&M

Prize(s)	1) *Each winner shall be awarded a ticket to attend one of the Mahindra Season of Festivals. M&M reserves the right to determine the allocation of festival tickets among the winners. Festivals that will be included: Mahindra Kabira Festival, Mahindra Sanatkada Festival, Mahindra Blues Festival, Mahindra Percussions Festival and META (Mahindra Excellence In Theater Awards). 2) The following expenses shall be borne by M&M: (a) One Economy Flight Ticket for a flight from the airport nearest to the Winner's residence. (b) Breakfast, Lunch, Dinner (buffet only), and stay at a 3-star hotel chosen by M&M. (c) Applicable taxes on flight tickets and hotel stays. 3) M&M shall not bear any expenses other than the expenses expressly mentioned in the Contest Rules. In the event M&M bears any additional expense on behalf of the Winners, the Winners shall be liable to reimburse such additional expenses to M&M.

PART C- PRIVACY NOTICE

Mahindra and Mahindra Limited having its registered office at Gateway Building, Apollo Bunder, Colaba, Mumbai – 400 001, Maharashtra ("we", "us", "our", "M&M") is committed to protecting the privacy and security of your Personal Data. Your privacy is important to us.

This Privacy Notice ("Notice") provides you with information on how we will process your Personal Data as a Participant and as a Winner ("you" or "your") and how you can exercise your privacy rights in relation to such processing.

1. WHAT PERSONAL DATA DO WE COLLECT ABOUT YOU?

When you interact with us, we collect different types of information including your Personal Data from you based on the type of interaction.

"Personal Data" means any data about an individual who is identifiable by or in relation to such data.

"Processing", "Processed", "Process" in relation to Personal Data, means a wholly or partly automated operation or set of operations performed on digital Personal Data, and includes operations such as collection, recording, organisation, structuring, storage, adaptation, retrieval, use, alignment, or combination, indexing, sharing, disclosure by transmission, dissemination or otherwise making available, restriction, erasure, or destruction.

Any Personal Data provided by you will not be considered private and confidential if it is freely accessible in the public domain, such as comments, messages, and blogs available on social media applications like Meta, X, Instagram, etc.

We will process your Personal Data as a Participant when you voluntarily tag us using your social media handle. In the event you win the Mahindra Season of Festivals Contest ("Contest"), we will collect your Personal Data directly from you, such as your name, phone number, email address, and valid identification proof such as your PAN Card and Aadhaar Card, in order to claim your prize.

There is no obligation to provide the data that we ask you for. However, if you do not provide your Personal Data, you will not be able to participate in the Contest and/or the Mahindra Season of Festivals.

We may use a third-party service provider to assist us with the Contest. Our service providers will receive your Personal Data as the Participant /Winner on our behalf and will not be permitted to use it for any purpose other than as specifically provided under this Privacy Notice.

2. PURPOSE FOR WHICH WE PROCESS YOUR PERSONAL DATA

M&M will process your Personal Data as the Participant / Winner for the following purposes:

- to participate in the Contest;
- to communicate with you in relation to the Contest;
- to make necessary hotel reservations and book flight tickets for the Winners in relation to the prize;
- to enforce the Rules of the Contest;
- to comply with legal obligations; and
- as otherwise described to the you at the time of collection of your Personal Data.

3. YOUR RIGHTS IN CONNECTION WITH YOUR PERSONAL DATA

We respect your right to access and control your Personal Data, and we will respond to requests to exercise your rights under applicable laws for information and, where applicable, will correct, update, or erase your Personal Data.

Please note that applicable law might require that we cannot comply with every request. We will be required to retain your Personal Data due to regulatory/ statutory retention requirements despite your request for erasure.

You have the following rights:

- **Right to access information about your Personal Data:** At any point, you can contact us for a summary of your Personal Data we hold about you, the processing activities undertaken with respect to such Personal Data, the identities of all those persons with whom your Personal Data has been shared by us along with a description of the Personal Data so shared, and any other information related to your Personal Data and its processing.
- **Right to request correction:** If your Personal Data is incomplete, inaccurate or misleading, or out of date, you can inform us about the same, and your Personal Data will be corrected, completed, or updated, as the case maybe.
- **Right to request erasure:** If you believe that we should discontinue the use of your Personal Data, you have the option to request the deletion of your Personal Data, unless retention is necessary for compliance with any law for the time being in force.
- **Right of grievance redressal:** We are committed to protecting your Personal Data collected by us. However, in case of any act or omission regarding the performance of our obligation in relation to your Personal Data or in the exercise of your rights under applicable law, we encourage you to contact us using the contact details provided in paragraph 3.
- **Right to nominate:** In the event of death or incapacity to exercise these rights, you can nominate any other individual to exercise such rights.
- **Right to withdraw your consent to Process Personal Data:** You can withdraw/revoke your consent at any time, to the Processing of your Personal Data for which consent was sought earlier. You can withdraw your consent easily by contacting us using the contact details given in paragraph 3 below. The withdrawal of consent previously granted for the processing does not affect the lawfulness of the processing until the withdrawal. However, opting out will result in cessation of the respective services.

For exercising any of your rights, you can contact us using the contact details given in paragraph 3 below. We may request additional information necessary to verify your identity before you can exercise these rights. We may not be able to Process any requests made in the event you fail to establish your identity or are unable to authenticate your identity.

It is important that the Personal Data we hold about you is accurate and updated, and you agree to provide us accurate Personal Data at all times. Please write to us if the Personal Data given to us changes during the period for which we hold it.

We will retain your personal data for as long as we reasonably consider it necessary for achieving the purposes as set out under Point 2 above and as is permissible under applicable law. We will, in any case, retain your personal data for as long as there are statutory retention obligations or potential legal claims are not yet time-barred.

4. OUR CONTACT DETAILS

If you have questions or comments regarding this Notice or want to exercise any of your rights or express your grievances regarding the Processing of your Personal Data, please contact us using the contact details given below:

The Grievance Redressal Officer
Mahindra and Mahindra Limited
Mahindra Towers, Dr. G.M. Bhosale Marg,
P.K. Kurne Chowk, Worli,
Mumbai 400 018
privacy@mahindra.com