

NEXA Black Edition Statement Contest
Selection Criteria and Terms and Conditions

- Qualitative evaluation – Basis the innovation and quality of the content, the post will be given a rating between 0 and 10 (rating to be given by creative agency M/s Hakuhodo Sync)
- Quantitative evaluation– Basis the performance on social media depending on the number of likes:
 - 0-200 likes – 2 points
 - 200-500 likes – 4 points
 - 500-800 likes – 6 points
 - 800 – 1000 likes – 8 points
 - 1000 likes + - 10 points
- Taking a weighted average of 40:60 (qualitative: quantitative) the final selection of 5 winners will be done.
- The winners will receive Amazon vouchers as follows:
 - First: 10k
 - Second: 7K
 - Third: 5k
 - Fourth & Fifth: 3k
- In case of a tie, quantitative evaluation (no. of likes) shall be given preference and final decision shall lie with MSIL & the creative agency.
- NEXA (Maruti Suzuki India Limited) is holding a contest titled “NEXA Black Statement” for NEXA Black Edition Contest, which is valid throughout India except in the states were prohibited by law.
- This contest is valid for Indian Residents, except employees and family members of NEXA (MSIL) and its affiliate/associate/subsidiary companies and their suppliers, advertising agencies, and event management companies.

- Social users can participate in “#MakeaBlackStatement #NEXABlackEdition #NEXABlack” contest being organised on NEXAExperience social handles from 20th April to 5th May.
- Be a follower of NEXA’s social handle (@nexaexperience) and submit your entries. Using hashtag #MakeaBlackStatement #NEXABlackEdition #NEXABlack. The participants can make a video/ static/ reel whatever they want and post it tagging NEXA social handle.
- Make sure your profile is public. Post uploading, if the reel video is changed, modified, or removed in any way then the modified reel video will not be considered as an entry. Participants do not have to pay any money or purchase anything for participating.
- Only one entry shall be selected for final selection irrespective of different accounts of one user.
- NEXA has the entire right to check and verify the authenticity of the Instagram account and only genuine account holders shall be considered for prize. NEXA shall not be responsible in case of any hacking of the Instagram and maintaining an active account is mandatory at the time of prize distribution.
- The top 5 winners will win Amazon vouchers as a prize subject to fulfilment of the terms as set out herein. Kindly note that the winners will not have any option to exchange the prize with any other substitute including cash or value in cash thereof and no request of any nature in this regard shall be entertained. The winner shall be responsible for payment of any applicable tax including but not limited to gift tax.
- Prizes – Amazon Vouchers
- Winners will be selected from the correct entries by MSIL representatives or its authorised representative. MSIL reserves the right at its sole discretion for winner selection. The prize will be as stated, and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability, and we reserve the right to substitute any prize with another of equivalent value without giving prior notice. The benefits under the prize cannot be exchanged with any

product or item, is non-transferable and cannot be encashed under any circumstances. In case of a tie or any dispute the final decision lies with MSIL representatives or its authorised representative.

- Participating in this contest implies that you agree to all Terms & Conditions of the contest. Anybody found using any illegal & unfair means will be immediately disqualified. Entry uploaded on Instagram by the participants, which do not comply with these Terms and Conditions will be rejected. MSIL reserves the right at its sole discretion to disqualify any such entry at any time. Participant unconditionally agrees not to make any claim or raise any complaint against MSIL and/or the event management company in this respect. MSIL shall not be responsible or liable for the content created by the participant in any way.
- The winners of this contest must provide their requested details to MSIL or through its authorized agency (Hakuhodo India Private Ltd,) on Instagram within 5 days of Declaration or communication of winning to participants. If he/she doesn't, our team will inform them via a message on Instagram and provide them 1 more day to send their details. And if the winner still fails to provide the required information, the gratification will be cancelled.
- If a winner is unreachable for 10 number of days, ineligible, or fails to claim the Prize in the time communicated by MSIL, the prize will be transferred to the next shortlisted contestant.
- The competition is being conducted and promoted under the supervision of a panel of experts drawn from the MSIL and its Marketing Communications partner or authorised representative. The winner will be contacted by MSIL and will be required to verify their details (mobile number, e-mail ID, Aadhar card, Pan Card, employment proof or employee ID or any other details) with supporting documents.
- All winners are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by MSIL and complete compliance with these terms and conditions; MSIL reserves the right to verify the winner's details either on its own or through its authorized agency/person and the winner shall provide all

necessary assistance in such verification. In exercising this right, MSIL may ask the winner to provide any documents or other form of evidence like age and address proof, and if evidence does not establish the same then MSIL, in its sole discretion, will have the right to disqualify the winner.

- This contest is valid for all Indian citizens be or above 18 years of age residing in India except employees and family members of Maruti Suzuki India Limited (“MSIL”) and its affiliate / associate / subsidiary companies and their suppliers, MSIL authorised dealerships, holding company, advertising agencies and event management companies.
- All entries submitted by the users irrespective of winning the event or not, shall become the property of MSIL or its successors and assigns thereof. MSIL will have the right to reuse the entries or make minor alteration in the videos after the competition and use them on MSIL official social channels/Website etc.
- All the participants who have submitted their entries for the competition shall renounce all his/her rights over the entry and assign them irrevocably and unconditionally to the MSIL.
- No social media website/platform is sponsoring our contest. The participant has to provide their information to MSIL and not to any social media website. By participating in our contest, the participants hereby consent to the accessing of information and/or images of the user on Facebook/Instagram/LinkedIn by MSIL and/or its event management company for the purpose of this contest. Further, MSIL shall be at liberty to use the entries received for its media coverage, advertisement or publicity in any form which is existing today or will be known anytime in the future without any further consideration to or consent from the participants including promotion of any products manufactured, distributed and/or supplied by it.
- In the event of any conflict or inconsistency regarding any instructions, rules, and conditions on any advertising or promotional material relating to this contest, these Terms and Conditions shall prevail over all such other instructions, rules, and conditions. The offers or benefits under

this contest can be withdrawn by Maruti Suzuki India Limited at any time without assigning any reason.

- By participating in this contest, each participant represents and warrants that he/she is legally competent to enter binding contracts under applicable laws and all information provided by the participant is true and accurate.
- The participant shall ensure compliance with all applicable laws including but not limited to laws relating to intellectual property rights and motor vehicle and traffic laws.
- Acceptance of the Prize/s by the winner constitutes permission for MSIL, and its affiliates to shoot videos, click photographs of the Winner/s and use the Winner's name, photographs, likeness, voice, and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation or consent whatsoever.
- By entering in this contest, the participant agrees that Maruti Suzuki shall not be liable for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this contest or with the acceptance, possession, or use of any prize (except any liability which may not be excluded under applicable law).
- MSIL reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
- Maruti Suzuki shall not be responsible for system outages, delays, equipment malfunctions, errors, or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled, or deleted transmissions or other technological difficulties or any other force majeure event that may prevent a participant from participating in this contest. Further, Maruti Suzuki will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other

conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or entries or prizes; (c) any computer or communications-related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; or (e) any printing or typographical errors in any materials associated with this contest or (f) any delay, damage, non-receipt, lost, misrouted prizes.

- MSIL shall not be responsible for any loss of entries for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads, or for lost, misdirected, or misplaced entries, or for entries received after the contest period or for any reasons beyond the control of MSIL.
- MSIL decision as to those able to take part and selection of winners is final. No correspondence relating to the competition will be entered.
- MSIL shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to this Social Media Site.
- No waiver of any rights by MSIL will be taken as a waiver of any other rights it may have. For instance, if MSIL waives its right to object to a particular breach of these terms and conditions by a participant, it does not prevent MSIL from objecting to any other breaches by that participant or any other participant.
- The invalidity or unenforceability for any reason of any part of these Terms & Conditions shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these Terms & Conditions is always distinct and severable from the rest of the Terms & Conditions.
- The participants confirm that the contest answers shall not be obscene, vulgar, defaming, denigrating women, artist, celebrity, or children, hurting religious sentiments, depicting violence, violation of traffic rules or against the public policy of India or/and the internal policies of MSIL.

In such case MSIL retains the right to have such answers removed from its social media pages.

- Decision of MSIL in relation to the contest and matter incidental thereto shall be final and binding on the contestants. Dispute of any respect of the contest should be sent in writing to Maruti Suzuki India Private Limited, 1, Nelson Mandela Road, Vasant Kunj, New Delhi - 110070. The existence of dispute, if any, shall not constitute a claim against MSIL. All disputes, controversies and conflicts arising out of this contest shall be referred to a sole arbitrator appointed in accordance with the Arbitration and the Conciliation Act, 1996. The place of arbitration shall be New Delhi and the language used in arbitral proceeding shall be English. Subject to the dispute resolution procedure as set out here in above, the courts at New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to this contest.
- The participant/ winners shall indemnify and keep MSIL indemnified against such claims, demands, actions and proceedings of whatsoever nature which may be brought, commenced, or prosecuted against MSIL by reasons of or arising out of the disputes relating towards the prize winner(s) and towards the prize offered by MSIL or any violation of applicable laws (including copyright laws) or any claim from third party.
- By virtue of participating in the contest, the contestant grants full usage rights to MSIL in respect of the content posted by them and the content can be used by MSIL in perpetuity in all mediums.