

## GATES UNITTA INDIA CO. PVT LTD CONTEST TERMS AND CONDITIONS

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) BEFORE ENTERING THE CONTEST. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND *Gates Unitta India Company Private Limited* (“GATES”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE CONTEST. BY ENTERING THE CONTEST, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.**

These Terms and Conditions (“Terms and Conditions”) govern the operation of the **Gates Facebook Contest** (“Contest”). **GATES** located at F -19, SIPCOT Industrial Park, Pondur A, Sriperumbudur, Kanchipuram Dist. Tamil Nadu -602105 – India is the Contest Sponsor (“Sponsor”). In these Terms and Conditions, "Gates", "we", "our", and "us" refer to Sponsor and “you” and "yourself" refer to a Contest participant, or the parent/legal guardian of any minor Contest entrant. By entering you (your parent/legal guardian if you are a minor) agree to be bound by these Terms and Conditions.

- 1. Eligibility:** This contest is open to individuals who are legal residents of India, aged 18 years or above, and have a valid Facebook account.
- 2. How to Enter:** To participate in the Contest, share photos or videos showcasing Gates products on your Facebook account. Ensure to tag our official handle and include the **#GatesPreferredOEPartner** hashtag in your post. Only entries meeting these criteria will be considered.
- 3. Entry Limits:** Each Facebook account is limited to submitting a maximum of two entries.
- 4. Contest Period:** The contest will commence on June 9<sup>th</sup> 2024 and shall conclude on June 30<sup>th</sup> 2024. The winner shall be announced on June 30<sup>th</sup> 2024.
- 5. Prize Determination:** Entries will be evaluated based on the number of likes, comments, and shares received on the post. Only entries meeting the tagging and hashtag requirements will be eligible for consideration.
- 6. Winner Selection:** The entry with the highest engagement (likes, comments, shares) will be declared the winner. In the event of a tie, additional criteria may be used for determining the winner, at the discretion of Gates.
- 7. Prize:** The winner will receive a prize worth 500 Rs. The prize is non-transferable and cannot be exchanged for cash or alternatives. Gates reserves the right to substitute the prize with an alternative of equal or greater value if necessary.
- 8. Notification:** The winner will be notified via Facebook within seven days following the conclusion of the contest. If the winner cannot be contacted or does not claim the prize within 7 days, an alternate winner may be selected.

### GENERAL CONDITIONS AND RELEASE OF LIABILITY

To the maximum extent allowed by law, by entering you agree to release and hold harmless Gates and its respective parents, partners, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability or any damage, loss, death or personal injury that may occur as a result of your participation in the Contest. You undertake to indemnify and keep Gates and its respective parents, partners, subsidiaries, affiliates, directors, officers, employees and agents harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by each or any of them due to your breach of any of these Terms and Conditions and/or arising from your participation in the Contest.

All local laws apply. The decisions of Gates are final and binding

We reserve the right to cancel, change or suspend this Contest for any reason, including cheating, technology failure, catastrophe, war or any other unforeseen or unexpected event that affects the integrity of this Contest, whether human or mechanical. If the integrity of the Contest cannot be restored, we may select winners from among all eligible entries received before we had to cancel, change or suspend the Contest. Violators will be prosecuted to the full extent of the law and may be banned from participation in future Gates Contests.

## **11. PRIVACY**

Details from all entries will be collected and used for the purposes of conducting this Contest (which may include disclosure to third parties for the purpose of processing and conducting the Contest) and for publicity purposes surrounding this Contest. The information submitted by you during the registration process or otherwise when participating in the Contest may include your email address, ID number and other personal information (“**Personal Information**”). By entering this Contest you consent to the use of your information as described. Except as provided elsewhere in these Terms and Conditions, your Personal Information will only be used by Gates in accordance with applicable data protection laws and regulations and Gates’s privacy policy referred to below, for the purposes of administering your participation in the Contest. For more details on Gates’s privacy policy, please see: <https://www.gates.com/us/en/knowledge-center/resource-library/policies-and-statements/privacy-policy.html>

## **12. TAXES**

Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the prizes shall be fully borne by the prize winner.

## **13. NO WARRANTIES**

To the maximum extent permitted by law:

- a. Gates and its agents or contractors (if any) that it may use in the execution and management of the Contest do not warrant or represent (either directly or indirectly):
  - a. That participation in and/or access to the whole or any part of the Contest, Contest materials, content, information and/or functions contained in them will be provided on an uninterrupted, timely, secure and error-free basis; or
- b. Gates does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, or otherwise in respect of the materials on the contest site or any sites linked to the Contest site.

## **14. GATES’S IP RIGHTS NOT AFFECTED**

Nothing in the Contest shall affect any intellectual property rights of Gates in any product or service which may be the subject matter of this Contest.

## **15. NO CHEATING TOLERATED**

You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of Gates, you will immediately be disqualified from the Contest. Cheating includes, but is not limited to, using multiple accounts, tampering with, hacking of the Contest site

(if any), participating in the Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Contest, use of the Contest beyond the defined Terms and Conditions of the Contest, attempting to disable or overwhelm any of Gates's websites or the Contest site (if any), attempting to disrupt any portion of the Contest, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the entry process. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF GATES'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, GATES RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **16. NO WAIVER**

Gates's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.

#### **17. MODIFICATION OF THESE TERMS AND CONDITIONS**

To the maximum extent permitted by law, Gates may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without liability towards anyone.

#### **18. GOVERNING LAW**

This Contest will be governed by the laws of *India* and you consent to the exclusive jurisdiction and venue of the courts of *Delhi* for any disputes arising out of this Contest. The Contest is void where prohibited or restricted by law, and is subject to all applicable laws.