# ASSURED GIFT ON EVERY TEST DRIVE CAMPAIGN BETWEEN 5<sup>TH</sup> – 20<sup>TH</sup> JUN '23

Assured gifts on test drive through authorised Dealer: Every person who takes a test drive of a Renault car at Renault dealership between 5<sup>th</sup> June 2023 to 20<sup>th</sup> June 2023 (both the days are inclusive) shall be eligible for a gift. The value of the gift shall be the exclusive decision of the Dealer. It is further clarified that the gift as provided by the dealer may be of different value and that the personnel/participant will only be entitled to the gift as provided by the dealer. This activity shall be referred to as the program/campaign for the purpose of these terms and conditions. This program shall be administered by the authorised Dealers of Renault India Private Limited.

### **Terms & Conditions:**

- 1. The following persons are not eligible to participate in the campaign
  - a. Those personnel who are respective employees of the Dealer, related companies, and affiliates, and/or the immediate families of such employees; and
  - b. Those personnel who are employees or the staff or the promotion partners, advertising agencies or any other party directly related to this Scheme.
- 2. The personnel participants may be required to participate in a photo taking session during the delivery of the gift. These pictures may be posted online or showcased at the showroom or any other place as the Dealer may deem fit. The personnel/participants shall have no objection whatsoever to such display/publication of the pictures as taken by the Dealer. The personnel/participants shall further have no rights to claim any compensation in whatever format or any value because of such display/use/publication.
- 3. The Courts of Chennai shall have exclusive jurisdiction to entertain the dispute arising out of this Program

## Distribution of Gifts to those personnel who take the test drive of a Renault Car:

- 1. Participants choosing to take the test drive must produce proof of identity and other documents as required at the time of test drive.
- 2. Gifts are non-transferable and non-exchangeable for cash or other items and may be subject to availability. Value of the gifts may vary; the Dealer reserves the right to replace any gift with items of similar value without prior notice.
- 3. Gifts are subject to availability while stocks last, and the Dealer reserves the right to substitute the gift for its price equivalent where necessary.
- 4. The Dealer, shall not be liable for any defect, non-functioning, or any loss or damage caused in furtherance to the usage of the gift and that the gift shall be handed over in 'AS-IS' condition
- 5. Wherever applicable, if the gifts are not claimed by the eligible participant within the time as specified by the Dealer the gifts shall be disposed of at the sole discretion of the Dealer. The decision of the Dealer regarding the distribution of the gift and/or in every situation including those not covered in these terms and conditions, shall be final and binding on all participants, and no queries, challenges or appeals may be made or entertained regarding the decision on

- the same. The receipt of the gift by the participants under this scheme is conditional upon compliance with any and all applicable laws, rules and regulations at the time being in force
- 6. Acceptance of any gift/Offer shall constitute consent on the participants' part to allow the usage of the participant's name, image, voice and/or likeness by the Dealer for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law. Acceptance of any Offer/Gift shall constitute a release and discharge of the Dealer by each customer from any and all liability, claims, demands, causes of action, and/or damages which the customer may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the contest, (ii) personal injury and/or property damage, theft or loss suffered by the winner as a result of the use and/or enjoyment of the gift, and/or (iii) any tax liabilities in relation to the contest, gift and/or use or enjoyment of the same.
- 7. In the event that any personnel/participant is disqualified from participation, such participant shall have no claim on the gift whatsoever against the Dealer, Renault India, or any of their affiliate entities.

## Liabilities

- 1. The Dealer shall not accept any responsibility for any damage, loss, injury, or disappointment suffered by any participant availing the program or participation in the program
- 2. The Dealer is not responsible for any safe custody, return, non-delivery or missing of entries, late, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Program.
- 3. By accepting the program, the participant agrees that no claim relating to any losses or injuries (including special, indirect, and consequential losses) shall be asserted against the Dealer, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from this scheme and acceptance of any Offer/Gift, including without limitation, personal injuries, death and property damage.

### **Use of Personal Information**

- 1) By participating in the Program, accepting the Program and by not opting out voluntarily, you agree to allow, for unlimited period of time:
  - to the use of your name and photographs, without compensation, for promotional, display and marketing purposes; and
- 2) Each individual participating in this program or accepting a Program hereunder acknowledges that:
  - i. in respect of any Personal Information disclosed by her/him to the Dealer or obtained by the Dealer from her/him pursuant to this application is true and correct