

Kia India - #TheLegendOfBadass
Terms & Conditions

Effective Date: 6th June 2023

A. Introduction

Participants are requested to read carefully and agree to these terms and conditions before participating in the Badass Stories and Badass Moves Contests, organized by Innocean Worldwide Communication Private Limited (“Innocean”) on behalf of Kia India Private Ltd (Formerly known as Kia Motors India Private Limited) (“KIN”/“Kia India”)

These Terms and Conditions (“T&C”) constitute a valid and binding agreement between Innocean and the Participants (‘You/Your’). By participating in the Contests, per se, you agree to be bound by all the terms and conditions as mentioned herein. The following terms and conditions and any amendments or modifications made thereto govern the Participation to these Contests and any content made for the said Contests.

By Participating in the Contests, you warrant that you have fully read and understood these T&Cs and agree to be legally bound by these terms and acknowledge unconditional acceptance without limitation or qualification of these T&Cs. Innocean or KIN may change these T&Cs at any time without any prior notice in writing or otherwise to you, by posting changes on the Website. You may review these terms regularly to ensure that you are aware of any changes made by us. The continued Participation in the Contests by you, after changes are posted means that you continue to agree to be legally bound by these T&Cs as updated and/or amended. In case of any violation of these T&Cs or any additional terms posted on Website, KIN reserve the right to seek all remedies available by law and in equity for such violations.

B. About Contest

KIN intends to engage with the audience through 3 contests, where ‘Badass Stories Contest’ intends to engage with and invite all Kia Seltos owners to share their most favorite moments with their Kia Seltos and ‘Badass Moves Contest’ intends to invite and engage the audience to create their own badass moves (dance, workout, driving, etc) using The Legend of Badass Anthem. The Badass Stories Contest begins on 6th June’23, and the Badass Moves Contest begins on 6th June’23. The end date for both contests is 31st Aug’2023. The Badass Moves contest is open to all the residents of India, and the Badass Stories contest is open to all the Kia Seltos owners in India. All eligible entries stand a chance to win Amazon Vouchers and top entries will win an iPhone 14.

C. Eligibility to enter contests

1. You warrant that you are competent to enter contract as per Indian Contract Act, 1872 and possess legal authority to participate in this contest.
2. Contest is open for all above 18 years of age residing in India except for employees and/or their relatives / family members of KIN /Innocean including their dealers and marketing subsidiaries or agencies.
3. These Contests will be open to all citizens of India, except for KIN’s employees and/or relatives and their families, KIN’s agents, dealers, distributors, and other partners (including their employees).

D. Terms of Contests

1. The date of participation in both Badass Moves and Badass Stories Contests is from 6th June’23 to 31st Aug’23. No entries submitted after 11:59:59 pm of 31st Aug’23 shall be eligible for the contest.
2. For participation, the participant will not have to pay any money or purchase anything. Any voluntarily payment by any Participant to anybody shall be at his/her own sole risks and responsibilities.
3. The name proposed by the participant can be submitted only once and cannot be changed, modified, or removed in any way.
4. The Activities are being conducted and promoted under the supervision of a panel of experts drawn from Kia India and its partner agencies and its Marketing Communications partner.
5. Winners will be announced between 1st Aug’23 to 10th Sept’23 for #BadassMoves and #BadassStories contests on the respective social media platforms. KIN holds the rights to modify the winner announcement dates.
6. The winner will be contacted by KIN/Innocean and will be required to share their details (mobile number, e-mail ID and address) with ID Proof of supporting documents, ownership documents of Kia Seltos. Only upon receipt of documents up to satisfaction of Innocean/KIN, the winners shall be given prizes.
7. Any taxes and/or expenses to claim the prize shall be solely borne by the Winner only.

Badass Moves Contest: Terms and Conditions

1. The date of participation in the Contest is from 6th June'23 to 31st Aug'23. No entries submitted after 11:59:59pm of 31st Aug'23 shall be eligible for the contest.
2. To participate in the Badass Moves Contest, the Participant is required to:
 - Share his/her entry by creating their own badass moves (dance, workout, driving, etc) using The Legend of Badass Anthem.
 - Send his/her entry by creating a reel/video of their best moves (dance, workout, driving, etc)
 - Upload his/her entry by using **#TheLegendOfBadass #BadassMoves** and tag **@kiaind** on the respective social media channel.
 - Use The Legend of Badass Anthem as 'Kia India - Original Audio' while participating in the contest.
 - Challenge 2 friends to join in the fun.
 - Share his/her entry on user profile using the correct tags or DM it to @kiaind.
3. Winners will be announced between 1st Aug'23 to 10th Sept'23. KIN holds the rights to modify the winner announcement dates.
4. Lucky draw will be conducted on random basis and taken care of by Innocean.
5. All eligible entries stand a chance to win Amazon Vouchers and top entries will win an iPhone 14.
 - The prizes described above shall be distributed subject to its availability from the Manufacturer/ Distributor. In case the prize commodity viz. iPhone 14 is not available, any other model of the same brand shall be distributed.

Badass Stories Contest: Terms and Conditions

1. The date of participation in the Contest is from 6th June'23 to 31st Aug'23. No entries submitted after 11:59:59 pm of 31st Aug'23 shall be eligible for the contest.
2. To participate in the Badass Stories Contest, the Participant is required to:
 - Share his/her entry by showcasing their favorite moment/story with their Kia Seltos.
 - Create a reel or click a picture by showing their love for Kia Seltos.
 - Tag the person they share the story with and write about it in the description/caption.
 - Upload his/her entry by using **#TheLegendOfBadass #BadassStories** and tag **@kiaind** on the respective social media channel.
 - Share his/her entry on user profile using the correct tags or DM it to @kiaind.
3. Only those participants can take part in the contest who own a Kia Seltos (i.e., having valid Registration Certificate in his / her name)
4. Winners will be announced between 1st Aug'23 to 10th Sept'23 on respective social media platform. KIN holds the rights to modify the winner announcement dates.
5. Lucky draw will be conducted on random basis and taken care of by Innocean.
6. All eligible entries stand a chance to win Amazon Vouchers and top entries will win an iPhone 14.
 - The prizes described above shall be distributed subject to its availability from the Manufacturer/ Distributor. In case the prize commodity viz. iPhone 14 is not available, any other model of the same brand shall be distributed.

E. Terms for Participation and availing the Prize

1. The criteria for shortlisting of entry is standard for all participants. The participant agrees that decision of KIN/Innocean in shortlisting the entry shall be final and binding on the Participant.
2. Prize: Few lucky winners will get a chance to win an iPhone and the rest of the winners will get a chance to win online shopping vouchers.
3. For availing the prize:
 - a. KIN will announce winners out of all valid entries using their sole discretion as claimed above.
 - b. The decision of KIN shall be final and binding on the participants, and no further communication will be entertained.
 - c. The participants must follow the social norms (acceptable social behaviour) and be 18 years or above as on 5th June'2023.
 - d. Kia India/Innocean will contact winners regarding details relating to identification, once published on our social media platforms.
 - e. The employees/families or relatives of KIN, including their dealers and marketing subsidiaries are not permitted to take part in the Contest.
 - f. In the event multiple entries of the same participant is adjudged as winner of the contest as can be identifiable through details and/or documents submitted, then such Participant shall be given only one prize at the sole discretion of KIN/Innocean.
 - g. The prize is non-exchangeable, non-transferable and no cash alternative shall be provided. KIN reserves the right to replace the prize with an alternative prize of equal or lower value if circumstances beyond the KIN control makes it necessary to do so.

h. If at a later date, it comes to the knowledge of KIN/Innocean that participant does not meet the eligibility requirements or is subject to any restrictions, that participant shall not be entitled to be adjudged a winner and will not be entitled to a prize in any circumstances.

i. All Participants, either directly or indirectly shall waive conditions of DND registration and data protection laws and further consent for the usage of the respective data by Innocean/ KIN. Further, Innocean/KIN shall not assume any responsibility in this regard. The Participants could also be contacted anytime through voice calls, SMS or email id for campaign updates and participation during the duration of the promotion.

j. Innocean/ KIN does not guarantee delivery of SMS or emails and are not responsible in case the SMS or emails are not delivered to the specified number due to any reason, including network problem, in case there needs to be a communication.

F. Limitation of Liability

Innocean or KIN / any affiliate of KIN shall not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury, or death occurring as result of taking up the prize.

G. Data Privacy and Publicity

Innocean and/ or KIN both is committed to protecting and respecting your privacy and will use only personal information in accordance with these Terms and Conditions and Contests. However, Participants understands and acknowledges that KIN may undertake publicity activities relating to competitions and prize awards. The winner therefore agrees to use of their name, photograph, and disclosure of region of residence in any post-prize-winning publicity names, surnames, towns or regions of residence and prize details.

H. Arbitration

All differences or disputes arising out of the contests, or any matter connected thereto arising between the parties or their respective representatives, whether as to construction or otherwise shall be at the first instance resolved by discussion and consent of the parties. Any dispute not resolved by the parties amicably within 30 days of such disputes, shall be referred to arbitration of a sole arbitrator to be appointed by Innocean/KIN. The provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force shall be applicable for adjudication of the dispute. The decision of the sole arbitrator shall be final and binding on the parties. The venue and seat of arbitration shall be Gurugram, and the language of arbitration shall be English.

I. Jurisdiction and Governing Laws

Subject to the above Clause on Arbitration, the Parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the Competent Courts at Gurugram and governing law shall be of India.

J. Force Majeure

KIN/Innocean shall not be liable for any failure or delay to fulfil any of the obligations mentioned hereunder, to the extent the same is caused by force majeure events such as floods, pandemic, lethal disease, earthquakes, fire, riots, civil unrest, war (declared or not), strikes, lock-outs or any other circumstances beyond the reasonable control of KIN/Innocean and shall not be liable to compensate the participant in these circumstances. KIN/Innocean shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the program due to any government restrictions.

K. Notice

Any notice, request or other communication required to be given under these terms and conditions shall be served personally or mailed to Innocean by registered post or courier and in addition by e-mail at the following address:

Innocean Worldwide Communication Pvt. Ltd.

Building 10, Tower C, 19th Floor,

DLF Cyber City, DLF Phase 2, Sector 24, Gurugram - 122002

L. Disclaimer

Participant agrees and acknowledges that KIN is the rightful owner for the Legend of Badass Anthem and Participant shall not challenge the Intellectual Property rights or originality of the Anthem in any manner whatsoever.

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