

Terms & Conditions For K-Code Referral Program

1. Introduction

KIA India Private Limited ("**KIN**" and/or "**We/Us**") offers all and/or any present owner of the Kia Seltos as well as the future aspirants to participate in the Program collectively referred as ("**Referrer/Participants**" or "**You**"), the opportunity to participate in its K-Code referral program (hereinafter referred to as the "**Program**"). KIN reserve the right to amend or terminate the Program at any time, for any reason whatsoever.

Participants are requested to read these terms and conditions carefully before Participating in the Program organised and administered by KIN.

These Terms and Conditions ("**T&C**") constitute a valid and binding agreement between KIN and the Participants. You are bound by these Terms and Conditions by participating in the Program. By participating in the Program, You agree to use the Program in the manner specified in these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety and/or any part thereof, You are not authorized to register as a Referrer or to participate in the Program in any other manner. You may not participate in the Program where doing so would be prohibited by any applicable law or regulations. These T&C's are only limited to the Program and all payment related terms shall be separately governed as per the existing policy and terms and conditions. By Participating in the Program, 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. KIN may change these T&Cs at any time without any prior notice in writing or otherwise. We reserve the right to disqualify any Referrers from participation in the Program at any time at our sole discretion, including without limitation if he/she does not comply with any of these Terms and Conditions or otherwise fails to comply with any applicable laws. The continued Participation in the Program by You, shall mean that You 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, KIN reserve the right to seek all remedies available by law and in equity for such violations.

2. About Program:

KIN intends to engage, invite and offer all and/or any present Seltos owners to enable future Seltos aspirants to participate in the said Program making the Participants eligible for priority delivery of the newly launched facelift version of Seltos ("**Vehicle**") when the Participants make bookings of the said Vehicle using the unique referral code ("**K-Code**") at the time of booking on the Applicability Date.

The Program aims to provide and prioritize delivery of the Vehicle to these eligible Participants when they pre-book the Vehicle using the K-Code on the Applicability Date on the terms and conditions as detailed under these T&C's.

The Program shall commence on 4th July'23 and end on 14th July'23 ("**Program Duration**"). The Participants can generate the K-Code only through the official website of KIN i.e. www.kia.com/in starting 4th July till 11:59 P.M. on 14th July, 2023. Such K-Code can only be generated by the present Kia Seltos owners and may be shared with any future aspirant who intends to book and purchase the Vehicle.

The Participants can redeem and make booking online using the K-Code only on 14th July, 2023 from 12:00 A.M onwards till 11:59 P.M. ("**Applicability Date**").

3. Eligible Participants:

1. IF YOU ARE UNDER 18 YEARS OF AGE, YOU shall NOT USE, ACCESS OR PARTICIPATE IN THE PROGRAM AT ANY TIME OR IN ANY MANNER.
2. You are a permanent citizen of India and are competent to enter into contract as per Indian Contract Act, 1872 and possess legal authority to participate in this Program.
3. You are presently owner of a Kia Seltos (for K-Code generation and/or K-Code usage) and/or a future aspirant (only for K-Code usage) who intends to book and purchase the Vehicle.

4. Terms of K-code generation:

1. The K-Code generation period is valid only for the Program Duration.
2. The K-Code can only be redeemed for booking the Vehicle on the Applicability Date.
3. Subject to the eligibility terms, the K-Code can only be generated by a Participant who is owning a Kia Seltos using his/her registered VIN Number/Registration Number of the existing Kia Seltos.
4. Seltos owners who received the delivery of car after 3rd July are not eligible to generate the K-Code
5. Only one K-Code will be generated per VIN Number/Registration Number to be used only once.
6. The K-Code will be sent solely to the registered mobile number of the Participant who presently owns the Kia Seltos. In case You have purchased a pre-owned Kia Seltos car, it is the owner's responsibility ensure their mobile number is updated in the KIN service record system.
7. The unique K-Code can be sent upto maximum of 3 times to the registered mobile number to avoid any possibility of spamming. Every time the same unique K-code will be sent.
8. The said K-Code can only be generated online through the official KIN website either by the Participant himself/herself or by the dealer if the Participants approach the dealership. No mode

of offline K-Code generation is allowed to be valid under the Program and any such request shall not be valid and permissible.

9. MyKia App can be used by existing Seltos Owners to access their unique K-code. Same would continue to be displayed on their mobile App for the entire Program Duration.

5. Terms of K-code application (usage):

1. The K-Code can only be redeemed when making a pre-booking through the official website - <https://www.kia.com/in/>
2. All K-Codes are unique and can only be applied once during Pre-booking of the Vehicle on the Applicability Date.
3. The Participants having K-Code may utilize the said K-Code for making booking for themselves or alternatively share the said K-Code with any other Participants who intends to book and purchase the Vehicle under the Program.
4. Participants possessing a valid K-Code are eligible for priority delivery under below conditions:
 - a. The Program intends to provide priority delivery of the Vehicle, subject to and not only limited to production, but shall also include accessibility and any and/or all applicable constraints including but not limited to selected Vehicle Variant, drive type, transmission, specification, color and city, dealership.
 - b. The Program does not guarantee delivery within any specified time frame and the Participants shall be intimated about the availability and delivery as and when the Vehicle is made available.
 - c. Delivery times may vary depending on various factors including availability, production schedule and logistical constraints which may be beyond the control of KIN.
 - d. The Participants may alter, change, vary or modify their booking as many times on the Applicability Date. Any such changes in the booking through K-Code Program after the Applicability Date shall not be eligible for benefits of priority delivery and will be treated as a general pre-booking.
 - e. One K-Code can be used for one pre-booking only. Multiple attempts of booking through one K-Code shall not be allowed and the first booking made through such K-code shall be applicable and valid for the purpose of this Program.

6. Limitation of Liability And Disclaimer

PARTICIPANTS EXPRESSLY UNDERSTAND AND AGREE THAT KIN (INCLUDING ANY VENDORS AND SERVICE PROVIDERS ASSOCIATED WITH OR ASSISTING IN PROVIDING THE PROGRAM) SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL,

USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF KIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PROGRAM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE PROGRAM; OR (v) ANY AND/OR ALL OTHER MATTER RELATING TO THE PROGRAM. KIN DISCLAIMS ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM PARTICIPATING IN, OR ACCESSING OR DOWNLOADING INFORMATION IN CONNECTION WITH THE PROGRAM, AND RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CANCEL, MODIFY OR SUSPEND THE PROGRAM SHOULD A VIRUS, BUG, COMPUTER PROBLEM, UNAUTHORIZED INTERVENTION OR OTHER CAUSE BEYOND KIN'S CONTROL CORRUPT THE ADMINISTRATION, SECURITY OR PROPER OPERATION OF THE PROGRAM.

7. Data Privacy and Publicity

KIN is committed to protecting and respecting your privacy and will use only personal information in accordance with these Terms and Conditions. However, Participants understands and acknowledges that KIN may undertake publicity activities relating to the Program. The Participants therefore agrees to use their name, photograph and disclosure of region of residence in any post-program, publicity names, surnames, towns or regions of residence.

8. Prohibited Conduct

Participants agree not to use the Program to:

1. Violate applicable law;
2. Infringe the intellectual property rights of KIN or any third parties;
3. Stalk, harass, or harm another individual;
4. Collect or store personal data about other Referrers/Participants;
5. Impersonate any person or otherwise misrepresent Referrer's/Participants identity;
6. Interfere with, disrupt or violate the Terms and Conditions or servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
7. Interfere with another Referrer's/Participants use of the Program;

8. Attempt to gain unauthorized access to the Program, other accounts, computer systems, or networks connected to the Program;
9. Transmit any file that contains viruses, worms, trojan horses, or any other contaminating or destructive features;
10. Conduct any illegal activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
11. Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others.

9. Indemnity

A. Participants agree to indemnify, defend, and hold KIN its affiliates, directors, officers and employees and its representatives and agents harmless from and against any and/or all third party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to any breach by the Participant of any of these Program Terms and Conditions or any violation by Participant of applicable laws (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or use or misuse of the Program; and

B. KIN shall not be liable for:

1. Late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, unreliable, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission;
2. Telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors;
3. Data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials;
4. Any printing, typographical, administrative or technological errors in any websites or materials associated with the Program; or
5. Claims, demands, and damages in disputes among Participants; or

Any other injuries, losses or damages of any kind resulting from acceptance, possession or use of the Vehicle delivered under the Program, or from participation in the Program, that were not reasonably foreseeable to KIN at the relevant time.

10. Arbitration:

All questions, differences or disputes arising out of this agreement, 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 neutral arbitrator to be appointed to be appointed by 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 settlement of the dispute. The decision of the sole neutral arbitrator shall be final and binding on the parties. The venue of arbitration shall be Gurugram, Haryana and the language of arbitration shall be English.

11. 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 in Gurugram, Haryana, India.

12. Force Majeure:

KIN shall not be liable for any failure or delay to fulfill 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 and shall not be liable to compensate the participant in these circumstances. KIN shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the program due to any government restrictions.

13. Notice:

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

Kia India Pvt. Ltd.

17th Floor, Two Horizon center, Golf Course Road,

DLF Phase-V, Sector 43, Gurugram,

Haryana 122002

kiacare@kiaindia.net

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