## Terms and Conditions

### Coke Studio® Bharat Promotion

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<th>Clause</th>
<th>Title</th>
<th>Terms and Conditions</th>
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<tr>
<td>1.</td>
<td>Promotion Details, Concept and Participation</td>
<td>Coke Studio Bharat Promotion (&quot;Promotion&quot;) is a consumer promotion organised by Coca-Cola India Private Limited (&quot;CCIPL&quot;), wherein individuals upon scanning the QR Code on the Promotion Products (as defined hereinbelow) can also participate in and win Prize(s) (as defined in Clause 7) by registering on the Promotion Website (as defined hereinbelow) and performing activities (detailed in Clause 6) as provided post such registration, in accordance with the terms and conditions mentioned herein. The Promotion shall be valid for the individuals residing in the states/UTs of Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir, Uttar Pradesh &amp; Uttarakhand and Chandigarh (&quot;Promotion Territory&quot;) and shall be applicable on the 250ml, 300ml, 500ml, 750ml PET packs &amp; 180ml, 300ml CANs (&quot;Promotion Products&quot;). By participating in this Promotion, the Eligible Persons as per Clause 5 (each a “Participant”) accepts and agrees to abide by these terms and conditions of the Promotion (&quot;Promotion Terms&quot;). It is hereby clarified that the Participant may participate in the Promotion multiple times, but he/she shall be eligible to win the “Prize(s)” up to a maximum of one (1) Daily Prize and one (1) Grand Prize, per Mobile Number during the Promotion Period. The Promotion is advertised and promoted, <em>inter alia</em>, through media including digital media, point of sale materials, public announcements, website, and other available media. The Promotion is subject to all applicable central, state, and local laws and regulations. These Promotion terms and conditions (&quot;Terms&quot;) will be hosted at <a href="https://cokestudio.coke2home.com/bharat">https://cokestudio.coke2home.com/bharat</a> (&quot;Promotion Website&quot;).</td>
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<tr>
<td>2.</td>
<td>CCIPL</td>
<td>This Promotion is organized by CCIPL, having its corporate office at 16th floor, One Horizon Center, Golf Course Road, DFL Phase V, Sector 43, Gurgaon.</td>
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<tr>
<td>3.</td>
<td>Deemed acceptance of terms and conditions</td>
<td>Entry and participation in this Promotion will be deemed as an unconditional and an unequivocal acceptance of these Terms, including any modifications, revisions, and amendments thereto. The decisions of CCIPL shall be final and binding on the Participants in all matters related to the Promotion. Further, the Participants recognize that these Terms may be modified by CCIPL from time to time without any prior/public notice by posting the applicable terms and conditions on the Promotion Website. CCIPL also reserves the right to cancel or terminate the Promotion at any stage without assigning any reasons whatsoever. Successfully</td>
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entering the Promotion and winning a Prize is subject to all requirements set forth herein.

| 4. Promotion Period | This Promotion will commence at 00:00:00am IST Indian Standard Time ("IST") on 24th August 2023, “Start Date” and will continue until 30th November 2023 11:59:59 pm IST ("End Date") ("Promotion Period"). Any entries received outside the Promotion Period shall not be eligible for the Prize(s) and shall not be carried forward to any other promotional scheme ahead. Stock of The Coca-Cola Company Products without the Promotion offer will also be available across India.

Further, certain stock of The Coca-Cola Company Products containing the Promotion offer may be available before the Promotion Period or may continue to be available even after the Promotion Period. However, prospective Participants understand and agree that they will not be permitted to participate in the Promotion before commencement of the Promotion Period and after the expiry of the Promotion Period and further, agree not to raise any claim or complaint against CCIPL, its affiliates or its agents in this respect. |

| 5. Eligibility | Subject to the criteria of Promotion Territory, entry and participation in this Promotion is open to individuals who satisfy each of the following criteria (“Eligible Persons”):

(i) Must have attained 18 (eighteen) years of age.

(ii) own a valid cellular GSM or CDMA phone connection and internet connection that is accessible at all times.

(iii) bear a good moral character and have not been implicated or named in any legal proceedings (either civil or criminal).

(iv) are not management, employees, directors or contractors, or the family of the management, employees, directors or contractors of CCIPL, their related entities or other agencies, firms or companies associated with or related to the Promotion (including suppliers of Prizes).

Please note that any entry received from states other than the Promotion Territory shall be declared as null and void and shall not be taken into consideration for determining the Winners of the Prize.

For the sake of clarity, this Promotion is not open to Non-Resident Indians (NRIs), Overseas Citizens of India (OCIs) and Persons of Indian Origin (PIOs).

Eligible Persons participating or seeking to participate in the Promotion shall individually be referred to as “Participant” and collectively as “Participants”.

If any Eligible Person has listed his/her phone numbers on the National Do Not Call Registry (“NDNC Registry”), he/she shall de-register from the NDNC Registry prior to participating in the Promotion, till the completion of the Promotion |
(including availing of the Prize (if applicable) under the Promotion). Such persons agree not to make any claim or raise any complaint whatsoever against CCIPL in this respect. Please note that persons intending to participate in the Promotion who have not de-registered themselves from the NDNC Registry shall also have no right to make any claim or raise any complaints against CCIPL, if they do or do not receive any call or SMS with respect to their application, participation and all other matters pertaining to the Promotion.

By participating in the Promotion, each Participant hereby agrees to receive:

i. details and information on this Promotion, on their respective mobile phones, through SMS or voice calls, during the entire tenure of the Promotion.

ii. updates and announcements concerning CCIPL’s products and promotions, on their respective mobile phones (through SMS or voice calls) and Email Ids.

("Marketing Communication")

The Participant may opt-out of receiving Marketing Communication from CCIPL at any time by emailing or calling, using the contact information listed below. In such a request, the Participant must indicate that he/she wishes to stop receiving Marketing Communication from CCIPL.

Email: indiahelpline@coca-cola.com

Consumer Helpline: 1800-208-2653
Timings:
9:00am–9:00pm (Mon-Sat)
9:00am-6:00pm (Sun)

The Participant hereby agrees that he/she has read and understood the Privacy Policy mentioned on the Promotion Website https://cokestudio.coke2home.com/bharat and provides his/her unconditional, unambiguous, free, revocable and informed consent consent to collection of his/her personal information namely Name, Mobile Number, Email ID, Address and Location for the purpose of fulfillment of this Promotion. Further, the Participant hereby provides his/her consent for storage and processing of his/her personal information collected for the purposes of sending communication including but not limited to Marketing Communication to keep him/her informed of the latest updates and send personalized recommendations.

Participants wishing to enter the Promotion can do so only through https://cokestudio.coke2home.com/bharat

Step 1: Buy a Promotion Product.
Step 2: Scan the QR code on the Promotion Product to visit the Promotion Website.

Step 3: Register with a valid mobile number and accept these Terms and the Promotion Website’s Privacy Policy to participate in this Promotion. Users can collect 5 points for signing up.

Step 4: Participants can engage in various activities to accumulate points as outlined below, positioning themselves for both Daily and Grand Prize(s), detailed in Clause 7. These points can be garnered by logging in and conducting the following activities:

a. Watching Coke Studio videos – One (1) point per video watched per day. Participants can watch a video any number of times, but they can earn points only once per video per day. Points will only be awarded for a video that is watched to completion.

b. Sharing Coke Studio videos – One (1) point per video shared per day. Participants can share a video any number of times, but they can earn points only once per video per day for sharing.

c. Submitting Coke Studio Karaoke – One (1) point per song for which Karaoke is recorded & submitted per day using the Karaoke feature on the Promotion Website. Participants can record any number of Karaoke for any number of Coke Studio songs, but they can earn points only once per song per day.

d. Sharing Coke Studio Karaoke – One (1) point per song for which Karaoke is recorded & shared per day using the Karaoke feature on the Promotion Website. Participants can share any number of Karaoke for any number of Coke Studio songs, but they can earn points only once per song per day on shares.

e. Exploring the AR experience – One (1) point per day for visiting the Coke Studio AR experience on the Promotion Website. Participants can visit the AR experience any number of times, but they can earn points only once per day for this.

f. Referring friends to join Coke Studio Bharat – Five (5) points per referral, credited only when referee registers on the Promotion Website and enters referrer’s unique Referral Code. Participants can refer any number of friends.

g. Using friend’s invite code – If you have an invite code, collect Five (5) points for using it on the Promotion Website post signing up.

Step 5: Keep collecting points to climb up the Daily and Grand Leaderboards. Top 15 Participants on the Daily leaderboard (basis points earned) shall win tickets for Coke Is Cooking events as defined in Clause 7. Next 10 Participants will win Airdopes by Boat, and next 50 will win exclusive Coke Studio Bharat T-shirts.

Step 6: Top 25 Participants on the Grand Leaderboard (basis points earned) shall win the Grand Prize(s) as defined in Clause 7.

Step 7: Winners of merchandise (Grand Prize, Airdopes by Boat and T-shirts) are required to fill out the Claim Form available on the Promotion Website in order to get the Prize delivered to them. Winners of Coke Is Cooking tickets will be
communicated via SMS/WhatsApp/Email with instructions on how to redeem their tickets.

Other terms & conditions:

1. All Merchandise must be claimed **latest by 7th December 2023** ("Redemption Window"). Any Prize not claimed by the Redemption Window will be forfeited.

2. Claim process/last date for Tickets for Coke Is Cooking events will be communicated via SMS/Email/WhatsApp to the Winners separately.

3. Participants may participate any number of times for winning the Prize(s), however, it is clarified that each Participant will be eligible to win up to a **maximum of one (1) Daily Prize and one (1) Grand Prize** per Mobile Number during the Promotion Period.

4. Daily Prize winners will be announced on the Promotion Website every day at 00:00:00 am of the next calendar day. Grand Prize winners will be announced at 00:00:00 am on 1st December 2023.

5. All won prizes will be visible in the “My Winnings” section in each Participant’s “Profile” on the Promotion Website.

6. Winners will also be notified via SMS/Email/WhatsApp of the details of the Prize(s) won & instructions on how to redeem their Prize(s).

7. The Winners of the Coke Is Cooking event tickets will be assigned to one of the venues, which includes Lucknow, Delhi, or Chandigarh. Venue allocation will not be adjusted based on individual preferences. and will be entirely under the exclusive discretion of CCIPL.

8. If necessary, winners will need to arrange their own travel and accommodation to attend the Coke Is Cooking event. CCIPL will not provide any arrangements or guidance in this regard.

9. Any forfeiture exercised by CCIPL will be binding and final on the participants.

Entry by proxy is not permitted. Participants can only enter in their own name. The Participants shall be solely responsible for any local calls / STD charges applicable by their telecom service providers on the Promotion entries.

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<th>7. Prizes and Winners</th>
<th>During the Promotion Period, Participants on the basis of valid participation as per the Terms of Clause 6, shall be eligible to win the following Prize(s):</th>
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| • Daily Prizes        | - Top 15 on Daily Leaderboard will win tickets for Coke Is Cooking event  
|                       | - Next 10 on Daily Leaderboard will win Airdopes by Boat  
|                       | - Next 50 on Daily Leaderboard will win exclusive Coke Studio T-shirts  
| • Grand Prize: Top 25 on Grand Leaderboard at the end of the promotion period will win an autograph signed by either Shreya Ghoshal or Diljit Dosanjh. |
The winners of the Prize(s) (each a “**Winner**”) may access details of their Prize(s) under the My Profile section of the Promotion Website. It is hereby clarified that, the Participant can participate in the Promotion multiple times during the Promotion Period, but each Participant will be eligible to win up to a maximum of **one (1) Daily and one (1) Grand Prize**, per Mobile Number during the Promotion Period.

| 8. Selecting and contacting Eligible Winners | (i)- The Participants will be eligible to receive the Prize subject to the Terms detailed herein.  
(ii)- Winners will be selected basis position on the Daily and Grand leaderboards (computed basis points earned) from the pool of valid submissions/ entries, in accordance with these Terms & Conditions.  
(iii)- The Participants acknowledge not to raise any claim or complaint against CCIPL due to technical failure or any other causes beyond the control of CCIPL.  
(iv)- Prizes once awarded cannot be replaced under any circumstances. |

| 9. Conditions relating to the Prize | (i)- CCIPL shall not be held responsible for any deficiency, defect, inadequacy, or irregularity in the Prize(s). The Winner(s) may not exchange or assign the Prizes and shall not be entitled to any compensation whether in cash or kind from CCIPL.  
(ii)- No portion of the Prizes offered under the Promotion is redeemable for cash or kind from CCIPL. The Prizes are also not refundable or transferable and cannot be exchanged.  
(iii)- No Prize will be awarded if the information presented by the Participant(s) at the time of entering the Promotion, or at any subsequent stage is factually incorrect.  
(iv)- In the event of death of the Winner, no claim from the nominee or his/her legal heirs of the Winner shall be entertained for receiving the Prize.  
(v)- The Prizes shall be provided to the Winners on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and CCIPL and/or its associates, affiliates and/ or its management, directors, officers, agents, representatives shall not be responsible for or liable (including but not limited to the product and service liabilities) for deficiency and/ or defect of any product/service and/or the Prize or for any kind of consequential damages/ loss, in any manner whatsoever. The guarantee and warranty of the Prizes shall be transferred to the Winners as received from the Manufacturer / Distributor.  
(vi)- If any Participant has any grievance with respect to the Prize, he/she may directly contact the manufacturer. |
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<td>(vii)-</td>
<td>No request for change in make, model, color, specifications etc. of the Prize shall be entertained.</td>
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<td>(viii)-</td>
<td>The image of the Prize depicted on the press ads/posters/TVC's/pack shots etc. are for illustrative purposes only and the actual Prize may vary from the depiction made.</td>
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<td>(ix)-</td>
<td>It is to be noted that in the event the Winner does not take the Prize in the time and manner stipulated, then the Prize shall be forfeited by the Winner and cash or any monetary benefits in kind shall not be awarded in lieu of the Prize. Prizes must be taken as offered and cannot be varied.</td>
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<td>10.</td>
<td>Publicity</td>
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<td>The Participants undertake and irrevocably and unconditionally permit CCIPL to cover the Promotion through various media including newspapers, radio, television including news and other channels, internet, point of sale materials, etc., and shall not raise any objection, protest, or demur whatsoever to such coverage or in this regard. Further, the Participants also understand and agree that their responses may be publicised as part of this Promotion. The Winners must, at the request of CCIPL, participate in all promotional activity (such as publicity and photography) surrounding the winning of the Prize, free of charge, and they consent to CCIPL using their name and image in all promotional materials.</td>
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<td>11.</td>
<td>Intellectual Property</td>
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<td>All right, title, and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s), and in any and all responses received, or other materials created during or for the Promotion, as a part of the Promotion or otherwise, shall vest solely and exclusively with CCIPL at all times. CCIPL or any person or entity permitted by CCIPL in this regard shall be entitled to use any information in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and or payment to the Participant. CCIPL may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of CCIPL.</td>
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<tr>
<td>12.</td>
<td>General Conditions</td>
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|     | **General Terms and Conditions:**  
|     | • Each Participant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Promotion the Participant warrants that all information provided by Participant regarding Participant's name, age, state, city, address, phone number, etc., is true, correct, accurate and complete.  
|     | • The decision of CCIPL as regards the selection of winners and distribution of the prizes shall be final, subject only to CCIPL’s approval. No correspondence or any other claims whatsoever, in this regard will be entertained. |
• No queries, claims, dispute, complaints or grievances shall be entertained by CCIPL after 60 days from the date of the closure of the Promotion.
• The prize cannot be exchanged and is not transferable and cannot be converted into cash.
• CCIPL shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and CCIPL and/or its associates, affiliates and/or its management, directors, officers, agents, representatives shall not be responsible for or liable (including but not limited to the product and service liabilities) for deficiency and/or defect of any product/service and/or the prize or for any kind of consequential damages/loss, in any manner whatsoever.
• CCIPL reserves the right to change, defer, alter or cancel this Promotion in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Any decision of CCIPL in this regard and in general with respect to this Promotion and the terms and conditions thereto shall be final, binding and non-Offer able.
• Nothing contained herein amounts to a commitment or representation by CCIPL to conduct further Promotion.
• CCIPL reserves the right to change any details of the Promotion, including but not limited to amending these terms and conditions, the type of Promotion, submission mechanism, eligibility criteria, term of the Promotion, and the prizes for the Promotion. CCIPL reserves the right to amend, temporarily suspend or withdraw the Promotion in its absolute discretion provided that CCIPL shall not exercise this right unreasonably.
• CCIPL shall not be liable to award/provide the prize(s) and/or declare the winners of the prizes of the Promotion due to any cause beyond its reasonable control or foresight, including but not limited to, act of god, insurrection or civil disorder, religious strife, war or military operations, terrorist act, partial or total strikes, either internal or external, lock-out, epidemic, blockage of means of transport or of supplies, national or local emergency, earthquake, fire, storm, flood, water damage, governmental, regulatory or legal restrictions, acts or omissions of persons for whom CCIPL is not responsible.
• The decision of CCIPL shall be final in all regards and no communication shall be entertained in this regard. None of the provisions of these Terms and Conditions shall be deemed to constitute a partnership or agency between any Participant and CCIPL and the Participant shall not have the authority to bind CCIPL in any manner whatsoever.
• CCIPL or any of its respective officers/employees/directors shall not be responsible for delayed, lost, mutilated, corrupted or illegible documents etc.
• CCIPL shall not be liable to perform any of its/their respective obligations under the Promotion or in respect of the prize where it is unable to do so as a result of circumstances beyond its/their control in the nature of fire, explosions, natural calamities, state emergency,
riots, or any other Force Majeure condition, etc., and shall not be liable to compensate the Participant in these circumstances.

- CCIPL shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Promotion due to any government restrictions.
- Failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies on the part of CCIPL.
- CCIPL accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, loss of SMS, loss of internet connectivity, unique codes, documents, demand drafts, claims or correspondence whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise. CCIPL shall not be liable for any consequences of user error including (without limitation) costs incurred.
- If a Participant is dissatisfied with the Promotion or the Promotion rules and/or any content or any requirements of the Promotion form, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not participate in the Promotion.
- If a person chooses to access the Promotion Website from outside India, he/she shall do so on his/her own initiative and shall be responsible for compliance with applicable local laws of the country.
- The operational part of the scheme like redemption of prize & dispatches shall be managed by 3rd party partners; however, promotional product will be distributed through CCIPL Distributor/dealer.
- The participation in the Promotion is purely voluntary and the same shall be construed as an acceptance of the terms and conditions stipulated herein.
- Release and Limitations of Liability:

  (i) CCIPL shall under no circumstances be liable, whether jointly or severally, for any loss or damage suffered or sustained (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of acceptance of any prize.

  (ii) By entering the Promotion, the Participant hereby releases from and agrees to indemnify CCIPL, and/or any of its respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of the prize or participation in the Promotion including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.

  (iii) CCIPL accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself, or third parties in relation to the prizes.
(iv) The Participant shall be solely responsible for any consequences which may arise due to his/her participation in the Promotion by conducting an illegal act. Participant also undertakes to indemnify CCIPL and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by CCIPL on account of such act on the part of the Participant.

(v) In consideration of CCIPL allowing the Participant(s) to take part in the Promotion, to the maximum extent permitted by law, the Participant(s) waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against CCIPL, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the Promotion or related to the Promotion or the prize of the Promotion.

14. Additional General Terms and Conditions

- This Promotion is not available to employees, of CCIPL, its clients or agencies and their immediate families.
- Any costs associated with entering the Promotion, including accessing the Promotion Website, are the responsibility of each Participant. Also, regular call and message rates will apply as per the consumer telecom operator in their respective circles.
- This Promotion is subject to promotional availability and government regulations.
- CCIPL reserves the right to change the terms and conditions of this scheme, including extending, withdrawing, or discontinuing the same without notice, without assigning any reason, at their sole discretion and without any liability.
- If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the promotion partner, including but not limited to technical difficulties, unauthorized intervention or fraud, CCIPL reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to invalidate any customer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- CCIPL is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to Participant’s or any other person's mobile handset or computer related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion.
If for any reason this Promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any other causes beyond the reasonable control of the promotion partners which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, CCIPL reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion, subject to any written directions made under applicable State or Territory legislation.

Caution: Any attempt to deliberately damage the Promotion Website or the information on the Promotion Website, to cause malicious damage or interference with the normal functioning of the Promotion Website, or to otherwise undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, CCIPL reserves the right to seek damages to the fullest extent permitted by law. If CCIPL suffers loss or incurs any costs in connection with any breach of these Terms or any other legal obligation by a Participant, the Participant agrees to indemnify CCIPL for those losses, damages, and costs.

CCIPL, its partners, agents, and distributors accept no responsibility, financial or otherwise for the misuse of the Prize(s) and are not liable for any personal loss or injury and cannot be held responsible for any disagreement concerning quality/ availability of the Prize(s).

CCIPL does not endorse the quality of any of the products or services being offered by the Promotion partner. Any complaints or queries pertaining to the same would have to be taken up directly with the manufacturer/provider of such a product or service.

CCIPL, its partners, agents, and distributors cannot replace any lost, stolen or damaged Prize(s) and reserve the right to withdraw or amend any details and/or prices without notice.

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<th>13.</th>
<th>Release and Limitations of Liability</th>
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<tr>
<td>(i)</td>
<td>By entering the Promotion, the Participants hereby release from and agree to indemnify CCIPL, and/or any of their respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of the Prize or participation in the Promotion including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.</td>
</tr>
<tr>
<td>(ii)</td>
<td>CCIPL accept no liability, whether jointly or severally, for any errors or omissions, whether on behalf of themselves or third parties in relation to the Prizes. CCIPL, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for any late, lost, misrouted, or distorted or damaged transmissions or entries.</td>
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</table>
| (iii) | The Participant(s) shall be solely responsible for any consequences which may arise due to their participation in the Promotion by conducting an illegal act. Participant(s) also undertakes to indemnify CCIPL and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by CCIPL on
account of such act on the part of the Participant. Participant(s) hereby agree to indemnify, defend and hold harmless CCIPL in case of any loss or liability (including but not limited to liabilities, judgments, damages, losses, fines and penalties, claims, costs and expenses such as attorneys’ fees and expenses) or any other loss associated with, arising out of or incidental to their ineligibility to participate, any untoward, rash or negligent act on their part, or non-compliance or alleged non-compliance with these Terms, any other rules, regulations, directives (whether written or verbal) issued by CCIPL from time to time, during the Promotion.

(iv) To the fullest extent permitted by law, in no event will CCIPL or any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that CCIPL may engage for purposes of the Promotion), be liable for any loss or damages (including, without limitation loss of income, profits or goodwill, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Promotion and/or the Promotion Prizes, even if CCIPL has been advised of the possibility of such damages in advance, and all such damages are expressly excluded. The Participant shall indemnify, defend, and hold CCIPL harmless in the event of there being any third party/entity/organization claims arising from or related to his/her participation in the Promotion. In no event shall CCIPL and be liable to any Participant for acts or omissions arising out of or related to the Promotion or his/her participation in the Promotion.

(v) In consideration of CCIPL allowing the Participant(s) to take part in the Promotion, to the maximum extent permitted by law, the Participant(s) waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against CCIPL, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the Promotion or related to the Promotion or the Prizes of the Promotion.

14. Dispute

(i) The courts of competent jurisdiction at Gurgaon shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Promotion.

(ii) Participation in the Promotion is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this clause.

(iii) Further all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Participants and/or CCIPL and/or partners of this Promotion, shall be governed and construed in accordance with the laws of the Republic of India.