

## **TERMS & CONDITIONS (T&Cs) – GOODYEAR WITH SIMMBA CONTEST**

1. Goodyear India Limited (Goodyear) is organizing Goodyear with Simmba Contest on **Twitter**, from 27<sup>th</sup> Dec 2018, 03:00 pm till 06<sup>th</sup> Jan 2019, 11:00 pm (Contest Period), where the **Twitter** user(s) can participate by viewing 'Goodyear with Simmba' video, sharing a screenshot when they spot Goodyear in the video & responding to the questions that follow in the Goodyear with Simmba Contest posts made by Goodyear on Goodyear Joy of Journey's **Twitter** page (hereinafter referred to as "Contest"). Participant(s) are required to first like Goodyear Joy of Journey's **Twitter** page and then tag @GoodyearJOJ & their three friends in the entries along with the campaign #GoodyearWithSimmba
2. The Contest is open for all Indian national having residence in India who are above the age of 18 years. Goodyear Employee(s) / Associate(s) are not eligible to participate.
3. The Participant stands a chance to win movie vouchers from Goodyear (herein referred as "Prize or Gift"). 15 winners shall be selected from the participants on **Twitter**. In addition to that, a mega prize shall be given, where two winners stand a chance to win Goodyear-Simmba co-branded merchandize autographed by the star cast and/ or the director of Simmba.
4. All the entries are required to be made in English language only. Further, the participant(s) shall not upload, distribute or otherwise publish any content which may be libelous, defamatory, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable or which may constitute a civil or criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law, as applicable or any entry of like nature ("Prohibited Entries"). Goodyear shall not be held liable for any such entry and reserves the right to delete any post or photograph and if required bring a suitable civil or criminal action in a court of competent jurisdiction against Participant(s) making Prohibited Entries.
5. The selection of winner(s) shall be at the sole discretion of Goodyear and Goodyear's decision shall be final and binding to all the Participants.
6. All prizes offered are non-transferable and no requests for cash benefits in lieu of prizes shall be entertained.
7. The selected winning Participant(s) (Winner) names will be announced in a **Twitter** update or through a personal message to the Participant(s) on **Twitter** or through an image displaying the Winner names on Goodyear's **Twitter** page at a time and date which Goodyear deems suitable.
8. Winners shall provide their email address through a direct message to the Goodyear's **Twitter** page, or in an email to gy\_care@goodyear.com within 7 days from the date of announcement of the winners. After receiving the details from the Winner, Goodyear will send a personal message to the Winner via Participant's **Twitter** account or through electronic mail, in order to verify the details. In case no response is received from the Winner within 7 days, then the Gift shall be deemed to be forfeited by such Winner and cannot be claimed later.
9. All claims arising out of Gift shall be settled either with the e-commerce service provider or the third party providing the Gift as per the terms & conditions as may be mentioned therein or as may be applicable. Goodyear shall not be held responsible or liable for any claims with respect to the Gift.
10. In consonance with Goodyear's Privacy Policy (<https://corporate.goodyear.com/en-US/terms-conditions-and-privacy-policy/global-privacy-policy.html>) Participant(s) consent that Goodyear may for the purpose of this Contest or promotional activities or otherwise collect, use, process or maintain or have access to Personal Identifiable Information i.e. any information or set of information,

whether alone or in combination with other personal information gathered, processed, used or stored by Goodyear which is capable of identifying an individual (hereinafter referred to as "PII"). The Participant(s) also acknowledge that Goodyear may use and/ or provide PII of the Participant(s) or of any other person as provided by the Participant(s), to the concerned third party(s) from time to time for the purpose of this Contest or otherwise.

11. By participating in the Contest and accepting the prizes, the winners waive all copyrights and any related rights and consents to Goodyear's right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray them as the winners or publish any content submitted by them.
12. All disputes arising out of or in relation to this Contest shall be governed and construed in accordance with the laws of Republic of India and the courts at New Delhi shall have the exclusive jurisdiction.
13. By participating in this Contest, Participant(s) unconditionally and irrevocably accepts and agrees to be bound by all these terms & conditions" as well as the Terms and Conditions of **Twitter**.
14. Goodyear reserves all rights to change, modify or alter these terms & conditions at any point of time without any prior notice as per Goodyear's discretion.
15. Participant(s) undertake that the entries made in the Contest are self-created, original work of the Participant(s) wherein any Intellectual Property resting in the entry(s) is free from third party lien and the Participant shall indemnify Goodyear for any claim, loss, damage or liability arising out of or in connection therewith. The Participant(s) assign to Goodyear all the intellectual property rights in the entry made for this Contest. Goodyear shall have the unconditional and irrevocable right to amend or otherwise adapt such entry(s) and/or use such entry(s) in conjunction with any other material and to use, distribute and/or publish such entry(s) in all media and all formats, and to authorize any other persons to do so, in each case for such purposes as Goodyear may in its absolute discretion determine.
16. Goodyear shall not be liable for any loss, damage or cancellation of this Contest caused by events beyond its reasonable control including but not limited to force majeure.
17. All queries must be addressed to Marketing department, Goodyear India Limited, 1st Floor, ABW Elegance Tower, Plot No. 8, Commercial Centre, Jasola, New Delhi – 110 025 or [gy\\_care@goodyear.com](mailto:gy_care@goodyear.com).