

## **Terms & Conditions: “Tata Zest” Contest**

Please read these Terms and Conditions carefully. They contain important information about your rights and obligations. By registering and/or participating in this Contest, you fully and unconditionally agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not register or participate in this Contest. We may revise these Terms and Conditions at any time by updating this page. By registering for this contest, you agree to be bound by any such changes.

By registering and/or participating in the “**TATA Zest Blogging Contest**” (hereinafter referred to as “**Contest**”), you irrevocably agree to and assure the following:

### **1. This Contest is being organized and conducted by BlogAdda in association with TATA Motors.**

Only entries received from the 16<sup>th</sup> of July 2014 to 21<sup>st</sup> of July 2014, both days included will be valid and considered for the contest. BlogAdda & Tata Motors may in its discretion alter the Contest Period.

### **2. Registration:**

Interested contestants must register for the Contest using the online registration form accessible via the link (<http://zest.blogadda.com/>). A maximum of 3 entries will be accepted per Contestant, provided the multiple posts are talking about differentthings/people/situations etc. Any application not adhering to the format, incorrect or incomplete application shall be deemed invalid.

**For the entry to be valid, it must contain the specific code as mentioned in the blogpost and must be written in relevance to the theme of the contest.**

### **3. Contest Description:**

This Contest is designed to encourage eligible bloggers, who are **Indian Citizens**, to blog about the topic with relevance to the theme. TATA Motors shall pick the winning contestants from the valid contestants at their sole discretion and the contestants do not have any right to question the final decision of TATA Motors.

More information regarding the Contest is available here (<http://zest.blogadda.com> ).

**Mandates:**

- a. You need to specify 5 objects/people/situations etc which will add zest to your life
- b. The blogpost should be a minimum of 300 words
- c. To be eligible for winning the prizes you should be a registered member of BlogAdda.com, if you aren't Register here.

<http://www.blogadda.com/register/>

**4. If you are shortlisted**, you shall be informed by email at the email address provided by you in the contestant application. You must respond to the notification within two (2) business days, and in case of any delay from your side, you shall no longer be admitted as a contestant and shall be replaced by another contestant. Failure to respond within two (2) business days shall mean that you forfeit your selection to the shortlisted contestants.

Notwithstanding the foregoing, BlogAdda & Tata Motors reserve the rights to use any other method or medium deemed fit in its sole and absolute discretion for announcing the shortlisted contestants.

**5. Binding Agreement:**

In order to enter the Contest, you must agree to these official rules.

The Rules consist of

- (a) The Terms and Conditions on this page

Because these Rules form a legally binding agreement with respect to the Contest, please read them carefully.

**6. Judging and Selection of Winner:**

The performances of the shortlisted Contestants will be judged by Tata Motors. The decision of TATA Motors shall be final and binding.

**7. Prize:**

- 10 Winners will get a chance to go on an all expense paid trip of two days to Goa for the launch of the TATA ZEST car on 26<sup>th</sup> & 27<sup>th</sup> of July.
- Every Valid entry receives a gift voucher worth Rs. 500.
- The prize cannot be redeemed against cash, cannot be exchanged for any other reward – cash or kind, cannot be returned nor be transferred to any other person.

**8. Representations and Warranties:**

You represent and warrant to BlogAdda & TATA Motors :-

- a) You have not been convicted of any criminal offense or in any case involving moral turpitude;
- b) That whenever required by TATA MOTORS & BLOGADDA, you shall furnish such documentations to prove your eligibility to participate in the Contest, and shall enter into any agreements or other documents, including but not limited to, any NDA's that may be sought by TATA MOTORS & BLOGADDA at any point prior to, during or upon the expiry of the Contest.

The inability or submission of false, inaccurate or incomplete documentation from your side may result in your expulsion from the Contest, which shall be at the sole and exclusive discretion of TATA MOTORS & BLOGADDA, who has the right to expel the Winner selected.

- c) By submitting the application, you warrant that all information submitted by you are true, current and complete and acknowledges and agrees to these Terms and Conditions. TATA MOTORS & BLOGADDA reserves the right to disqualify you if the information provided by you are proved to be false or misleading or you had tampered with or benefited from any tampering of the application process. You hereby agree, confirm and warrant that you are aware that the contest is being organized as part of a publicity event to promote the product;

- d) You hereby warrant that in case you are shortlisted and become the Winner, you hereby warrant to grant TATA MOTORS & BLOGADDA, the world-wide royalty free license to use, at its sole and absolute discretion, your stills and photographs during the shortlisting process and Rounds of the Contest, in any manner whatsoever, in relation to the promotion of the product.

**9. Privacy:**

By participating in this Contest, you agree that TATA MOTORS & BLOGADDA can collect your personal information. Any personal information collected during the course of the Contest by TATA MOTORS & BLOGADDA will only be used for administering this Contest and will be subject to the practices described in the TATA MOTORS & BLOGADDA's Privacy Policy

The Winner and/or the shortlisted Contestants may be required to participate in the promotion of the product and you agree to use your personal information, photographs, blog posts taken during the Rounds of the Contest in any manner for the promotion of the product.

**10. General Conditions:**

This contest is governed by the laws of India and the courts in Mumbai will have exclusive jurisdiction to try any dispute arising from this Contest. Except for warranties and conditions implied

by law, which cannot be excluded, TATA MOTORS & BLOGADDA makes no representations or warranties, express or implied regarding the Contest. Nothing contained herein amounts to a commitment or representation by TATA MOTORS & BLOGADDA to offer jobs to any of the contestants.

- i. The Company reserves the right to change, curtail or discontinue the contest without notice.
- ii. By entering the contest all participants confirm having understood the above terms and conditions and accept the terms and conditions.
- iii. The decision of TML is final in all respects and shall be binding on all the participants and no correspondence whatsoever will be entertained in this regard.
- iv. Participants acknowledge and understand that there will no monetary/ any other obligations on the part of TML to compensate the participant for the usage of the content provided by the participant and shall have no claim whatsoever (whether financial or otherwise) on TML for all the aforementioned use of any content submitted by the participants.
- v. The participants warrant that they are of sound mind, of requisite legal age, have clearly understood that the contest details and that the participants would be shortlisted on the basis of originality, creativity and relevance of the story to the category. The participant further agrees that the contest does not involve a matter of chance and or gambling and does not call for any entry fee being charged by TML from the participants. The participants agree to all the aforesaid Terms and Conditions of their free will and there is no compulsion or coercion or undue influence exerted upon the participant to participate in the contest or agree the terms and conditions as mentioned herein above.
- vi. The participant agrees to indemnify, defend and hold harmless the Company, its directors, officers, employees, agents, affiliates and suppliers from any liability, loss, claim and expense (including reasonable legal fees) directly or indirectly related to (i) the participant's breach of this agreement, and (ii) the participant's posting of material to this application.
- vii. The Company may at any time modify, discontinue, or suspend its operation of this application, or any part thereof, temporarily or permanently, without notice to the participant
- viii. Tata Motors reserves the right to change curtail or discontinue the contest without notice. Decision of Tata Motors is final in all respects and binding on all participants to the offer and no correspondence whatsoever will be entertained in this regard. All disputes shall be subject to Mumbai jurisdiction only.
- ix. By entering the Contest, all participants accept and agree to the above terms and conditions. Non-acceptance of any of these terms and conditions will result in disqualification of the participant.

- x. This agreement will be governed by and construed and interpreted in accordance with the laws of India. In case of any dispute only Mumbai Courts will have Jurisdictions

**11. Intellectual Property:**

All the Intellectual Property along with the copyrights in the blogs or video or any other materials such as photographs submitted for the Competition shall at all-time vest with TATA MOTORS & BLOGADDA. You hereby agree and undertake that you will have no objection in TATA MOTORS & BLOGADDA using the blog or video or any other materials in any manner whatsoever.

**12. Indemnity:**

By agreeing to these Terms, you hereby agree to indemnify, defend and hold TATA MOTORS & BLOGADDA harmless, from and against all loss arising out of actions brought by third parties in connection with or related in any way, directly or indirectly to the Contest. Further, you agree, confirm and warrant that TATA MOTORS & BLOGADDA, shall not under any circumstances, be liable to you and/or any third party for any lost profits or lost opportunity, direct or indirect, in relation to or in connection with the Contest. You hereby specifically agree not to file in person or through any family member and/or any third party member any applications, criminal and/or civil proceeding in any courts or forum in any part of the world against TATA MOTORS & BLOGADDA and/or their Directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.

**13. Confidentiality:**

All information communicated by TATA Motors and/or TATA MOTORS & BLOGADDA in relation to the Contest shall be deemed Confidential Information, and you shall not disclose such information to any person without prior written consent of the TATA MOTORS & BLOGADDA.

**14. Contact Us:**

If you have any questions about these Terms and Conditions you may contact us at the following link

<http://www.blogadda.com/contact>