

## Contest Terms & Conditions\*

These terms and conditions (“**the Rules**”) govern the “**Driven By Design**” (“**Contest**”) administered by Mahindra Racing UK Limited (“**Mahindra Racing**”/ “**us**” / “**we**”). Sending us your design submission (“**Submission**”) constitutes you as a “**Participant**” of this Contest and creates a binding contract between you and Mahindra Racing, as per the Rules set out herein below:

**1. The Driven By Design Contest** – This Contest is an online design contest inviting Participants to design the race suit of Mahindra Racing’s Pascal Wehrlein for one race (as decided by Mahindra Racing) in Season 5 of ABB FIA Formula E Championship.

### **2. Eligibility –**

2.1 There is no age limit to participate in the Contest.

2.2 All valid Submissions from each Participant will be accepted. Multiple entries from one Participant (if deemed valid by Mahindra Racing) are acceptable.

2.3 Only Participants who have followed instructions in the design kit at time of Submission will be eligible for the “**Prize**”.

2.4 There is no limit to the number of Submissions attempted within the Contest duration.

**3. Time limit** - Submissions must be sent between (18:00 hrs. IST / 12:30 hrs. GMT) on 15th March 2019 and (23:59 hrs. IST / 18:29 hrs. GMT) on 31st March 2019. Entries which, in the sole opinion of Mahindra Racing, are made outside this time limit will not be considered.

**4.** The Participant represents and warrants that all personal information provided by him/her is correct and accurate. The Participant agrees and acknowledges that submitting false or misleading information may result in disqualification from the Contest and/or receipt of the Prize. Moreover, we reserve the right to disqualify any individual if such person is found, in the sole opinion of Mahindra Racing, to be tampering with the entry process, acting in a disruptive manner, or violating the Rules. The Participant further represents and warrants that the Submission does not contain any obscene, defamatory, libellous or unlawful statement, writing or substance of any kind what so ever, and shall not in any way infringe on any trademark, trade secret, copyright or other intellectual property right of any third party.

### **5. Adjudication of the winners**

5.1 A winner will be selected solely at the discretion of the Contest judges at Mahindra Racing at the end of the Contest. This decision will be final, and no communications or complaints in this regard will be entertained by us, nor will we be liable to explain the process by which the winners have been chosen.

5.2 By providing his/her email ID and/or mobile number, the Participant agrees that he or she can be contacted by Mahindra Racing vis-à-vis the Contest. All information collected is solely for competition purposes.

5.2 The winner will be notified by email to the email id provider by him/her within 24 hours of the selection. If he / she does not reply to the prize notification email within 24 hours from

when it is sent, the Prize will be assumed to have been rejected by such selected Participant and may be awarded to another Participant without any responsibility to compensate the selected Participant in any manner.

5.3 Mahindra Racing reserves the right to select no winner or reduce the number of winners without assigning any reason. No queries or communications or complaints in this regard will be entertained by us.

5.4 Mahindra Racing is not responsible for any disparity between the Prizes received by the winners. No winner shall make any claim for a prize equal to/similar to the Prize received by the other winner.

## 6. Prize

**6.1 Each winner will get such prizes as decided and sponsored by Mahindra Racing, in its sole discretion ("Prize").**

6.2 The right to claim the Prize cannot be transferred by the Winning Participant to any other person. No cash alternatives or alternative prizes will be made available. However, we reserve the right, in our sole discretion, to substitute the Prize with any item of equal value.

6.3 The Prize shall be collected from such place and at such time as specified in the email notification of winning the Prize. The Prize must be availed of within such date as may be decided by Mahindra Racing, failing which it shall lapse.

## 7. Publicity **Each Participant agrees that:**

7.1 We may publish the Submissions, and the information submitted by the Participant, not limited to his/her name, country of residence, entry details, and picture captured while receiving the Prize on our website, social media channels or through any other medium.

7.2 We may require the Winner to participate in reasonable publicity campaigns at their discretion conducted by Mahindra Racing for this Contest.

7.3 The Winner shall not make any public statement, representation or disclosure about Mahindra Racing or this Contest without the prior written consent of Mahindra Racing.

**8. Indemnity All Participant shall keep Mahindra Racing, its affiliates and group companies, its directors, officers, and employees, and those of its affiliates and group companies, indemnified and harmless from and against any and all losses, damages, expenses, fees (including legal fees and costs), liabilities whether civil or criminal, arising due to any of the following:**

- i. Any third party claiming infringement of their intellectual property rights in the Submission;
- ii. Any breach of these terms and conditions by the Participant;
- iii. Any act or omission on part of the Participant; and
- iv. Any inaccurate, misrepresenting or misleading information provided by the Participant to Mahindra Racing.

**9. Force Majeure - We shall not be liable for any failure or delay to fulfil any of our obligations hereunder, to the extent the same is caused by force majeure events such as floods, earthquakes, fire, riots, civil unrest, war (declared or not), strikes and lock-outs, or any other circumstances beyond the reasonable control of Mahindra Racing.**

10. Limitation of liability - **We disclaim all liability for any damage, loss, or expenses suffered by any person taking part in the Contest or availing of the Prize, or not being able to take part in the Contest, or not securing a favourable outcome.**

**11. Amendment of Rules** - We reserve the right to amend the Rules at any time and to modify, suspend, or terminate the Contest if necessary, without any notice.

12. Governing law and dispute resolution - These Rules will be governed by the laws of England & Wales, barring its conflict of law principles, and all disputes shall be referred to arbitration to be resolved as per the Rules of London Court of International Arbitration (“LCIA Rules”) which LCIA Rules shall be deemed to incorporate into these Rules by reference. The no. of arbitrators shall be one. The seat of arbitration shall be London, UK, and the language of arbitration proceedings shall be London.

13. Mahindra Racing reserves the right to adapt the design to suit commercial commitments as sponsor logos will need to be incorporated. Thus, the final design on the race suit may only be an adaptation of the original winning design.