

## **Terms and Conditions for availing Surprise Gift Offer (“Offer”)**

The Terms and Conditions (“T&C”) for availing the benefit under this Offer by CEAT Limited, a company registered under the Companies Act, 1956, having its registered office at 463, Dr. Annie Besant Road, Worli, Mumbai 400 030 (“CEAT”). The customer agrees that, by availing the Offer, they are bound by these T&C.

### **I. TERM:**

This Offer can be availed till stock of the Products last ("Term"). The decision of CEAT to discontinue or extend this Offer will be final.

### **II. ELIGIBILITY:**

- a) This Offer is open to all individual residents of the Republic of India aged 18 years or above on the start date of the Offer.
- b) For availing the Offer, during the Term, the customer must
  1. Purchase 2 or more tyre of Scooter/ Motorcycle or Cars from CEAT.com only
  2. The customer shall ensure that the address mentioned when placing the order is the same as where Gift will be dispatched (“Eligible Customer”)

### **III. OFFER:**

- 1) The Eligible Customer shall be entitled to receive 1 surprise gift that CEAT at its discretion will decide at the address mentioned by the Eligible Customer when placing the order on CEAT.com
- 2) This Offer is limited to 1 unit per Eligible Customer during the Term. This Offer can not be assigned by the Eligible Customer to a third party i.e. Surprise Gift will be delivered only to the Eligible Customer and not to anyone else.
- 3) CEAT shall not be responsible if the delivery of the Surprise Gift fails due to an incorrect delivery address provided by the Eligible Customer, incorrect phone number, etc.

### **IV. OTHER TERMS AND CONDITIONS**

- 1) The Products are available without the Offer.
- 2) Participation in this Offer is purely voluntary.
- 3) This offer is for a limited period, i.e. till the Term and can be withdrawn by CEAT at any point of time, including after it has been announced.
- 4) This Offer cannot be combined with any other promotion offered by CEAT.
- 5) This Offer cannot be exchanged for cash or redeemed on any other merchandise.
- 6) In cases of fraudulent/suspicious transactions or if there is any technical glitch, CEAT reserves the right to revoke the Offer and disqualify any Eligible Customer from getting the benefits of this Offer.
- 7) Surprise Gift once delivered cannot be exchanged. CEAT does not assume any liability whatsoever in respect of the Gift provided under this Offer. Particularly, CEAT will not be liable for, any product or quality related issues, or similar claims in respect of the Surprise Gift and any such claims and queries shall be directed by the customers to the manufacturer of the Surprise Gift
- 8) CEAT makes no representations and disclaims all express, implied, and statutory warranties of any kind to the customer/s and/or any third party including, without

limitation, warranties as to merchantability or fitness for any particular purpose in respect of the Surprise Gift

- 9) CEAT will not be liable for any loss (including, without limitation, direct, indirect, special or consequential loss or loss of profits) expense or damage which is suffered or sustained in connection with this Offer including any loss incurred as a result of any delay and/or failure to perform any obligation to the Eligible Customer that is caused by:
  - I. technical problems of any kind which may limit or prevent any person's participation in this Offer
  - II. any loss or damage arising from or in connection with the allocation or enjoyment of the surprise gift provided under this Offer.
  - III. Any other events beyond CEAT's control that may cause the Offer to be disrupted or corrupted or may lead to loss of, or damage to, the Eligible Customer.
- 10) Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time-to-time, arising out of the Prizes, shall be borne and paid by the Winner. The Winner shall indemnify and keep Company Indemnified against any losses, claims, expenses, costs and actions initiated against the Company due to any non-compliance by the Winner.
- 11) CEAT standard warranty condition in respect of Products will apply.
- 12) The Eligible Customer hereby agrees to indemnify and keep CEAT harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings that may be suffered by CEAT as a consequence of (i) violation of the T&C by the Eligible Customer; (ii) violation of applicable laws; (iii) any action or inaction resulting in wilful misconduct or negligence on the Eligible Customer's part.
- 13) The Eligible Customer shall provide his/her name, mobile number, residence address, other contact details (if applicable), email address and any other information (if so requested) that may be required by CEAT (collectively "Personal Information") in order to participate in the said Offer and shall be bound by the "**Privacy Policy**" available on CEAT's website [www.ceat.com](http://www.ceat.com).
- 14) By sharing Personal Information, the Eligible Customer hereby expressly:
  - o confirms that the information shared by the customer is complete, correct and accurate; and
  - o confirms that she/he is authorized to disclose such Personal Information and that such disclosure complies with the privacy legislation within the geographical scope of this Offer, and the use of such Personal Information by CEAT as contemplated herein (including, without limitation, the disclosure of such Personal Information to external agencies or third parties) is permitted; and
  - o consents / permits CEAT to use and share (including third parties) the Personal Information for all purposes connected to the said Offer and as per applicable laws. In view of such consent the customer shall not be entitled to file any claims against CEAT for using or sharing the said Personal Information for purposes connected to the Offer; and

- agrees to waive the 'Do not Disturb' subscribed by them and confirms that CEAT or its representatives or agents shall be entitled to contact the customer for any particulars pertaining to the said Offer and related activities.
- 15) CEAT reserves the right to disqualify any transaction or extend, cancel, discontinue, premature withdrawal, change, alteration or modification of this Offer or any part thereof including the eligibility criteria and other pertinent T&C at its sole discretion at any time as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Eligible Customer without prior notice.
- 16) CEAT is not responsible for any errors or omissions in the terms and conditions contained herein.
- 17) The decision of CEAT in all matters related hereto (including interpretation of these T&C) shall be final and binding.
- 18) The Eligible Customer agrees that these T&C shall be governed by and construed in accordance with the laws of India and courts at Mumbai, Maharashtra shall have exclusive jurisdiction to decide over any controversy arising out of the Offer.