

## HYUNDAI BLUELINK CHAMPIONSHIP

### Terms and Conditions

Hyundai Motor India Limited (“HMIL”) in order to enhance Bluelink feature usage and Customer engagement, is organizing 3<sup>rd</sup> edition of **HYUNDAI BLUELINK CHAMPIONSHIP** for the Customers who own any variant of HMIL Vehicles, having Bluelink AVN-T System with Bluelink Application as mentioned in clause 1 below (“**Car / Bluelink**”) (hereinafter called as the “**Program**”) between 11<sup>th</sup> November, 2022 and 24<sup>th</sup> November 2022, hereinafter “**Term**”.

During the Term, HMIL will send SMS / WhatsApp / email with a link of its Corporate Website [www.hyundai.com/content/hyundai/in/en/hyundai-story/bluelink-championship-program/](http://www.hyundai.com/content/hyundai/in/en/hyundai-story/bluelink-championship-program/) through Value.added Services in Bluelink App (hereinafter called as the “**Site**”) to the Participants and the interested Participants shall click & register by log-in to the Site and fill the information (registered mobile number, email ID etc.) for participating in the Program. By submitting an entry to the Program “**HYUNDAI BLUELINK CHAMPIONSHIP**”, it is deemed that you have acknowledge, read and understood these terms & conditions for participating in the program “HYUNDAI BLUELINK CHAMPIONSHIP” which includes information on how to enter, how the winners will be determined, the prizes, and how personal data, upon participation, if required, will be collected, retained and used. Participants must only specify the Mobile Number, which is provided at the time of Bluelink registration. HMIL shall at its discretion, extend or reduce the timeline for submission of participation.

The submission of false, incorrect, misleading or fraudulent information may result in disqualification from the Program.

1. In the case of Customers who participated in the first & second edition of the Program, they will be automatically registered to participate in the 3<sup>rd</sup> edition of the Program. If a Customer do not wish to participate, then they will have option to exit the Program, by pressing the button “Not Participating” in the message sent to the customers.
2. Participants must only specify the Mobile Number, which is provided at the time of Bluelink registration. HMIL shall at its discretion, extend or reduce the timeline for submission of participation.
3. The Program is open to Indian Nationals of above 18 years of age, residing in India, who owned any of the variants of Hyundai Car models (except Creta model) having Bluelink feature and has registered (before 7<sup>th</sup> Nov’22) & use the Hyundai Bluelink Application only. In case of Creta model, only Customers who own vehicles with Bluelink enabled, manufactured by HMIL on or after 1<sup>st</sup> June 2021, are eligible to participate in the Program. (“Customer/Participant(s)”).
4. At the end of the Program period, HMIL shall,
  - i. Assess the Participant’s vehicle sensor data (driving data) generated through Bluelink based on various parameters including but not limited to the following parameters:

a	Number of sudden acceleration
b	Number of sudden deceleration
c	Number of rapid departures
d	Number of speeding

Car should have travelled minimum of 200 kilometres driving for overall driving score and frequency of displaying the result is every four days, car should also be travelled min 15 kilometres during each of block of four days during the championship period.

- ii. HMIL will evaluate and generate score & ranks and the selection will be solely at the discretion of HMIL. The decision of HMIL in selecting the Participants will be final and binding on all the participants and no correspondence in this regard, shall be entertained under any

circumstances of whatsoever nature. HMIL will inform the Participant only the score achieved by him/her.

iii. Selection is Vehicle driving data specific and so, if a third party other than Customer drives the car, driving data for that car will be linked to Customer's driving score and only Customer will be considered for Championship.

5. HMIL will select,

i. Top 3 Participants in each Region (total 17 regions) as per the score & ranking and the Participants of first rank, second rank and third rank will get Gift Voucher worth Rs.15,000/-, Rs.10,000/- & worth Rs.6,000/- respectively; and

ii. Top 60 Participants per region securing highest score, will receive eTrophy viz., 20 numbers of Gold, 20 numbers of Silver & 20 numbers of Bronze eTrophies. e- trophy is a digital trophy and it will be displayed along with Rank

In the event of tie of driving score, the Participant whose Car driven/travelled higher distance (kilometres), are ranked higher and considered for Championship.

6. "Region" is classified as follows:

i. All the cities around Delhi such as Noida, Ghaziabad, Faridabad, Gurugram, Sonipat, Rewari etc. are part of one region.

ii. A few states will be combined together such as (Uttarakhand & Uttar Pradesh), (Bihar & Jharkhand), (Odisha & West Bengal), (All the North-East states), (Punjab & Jammu & Kashmir), (Chandigarh, Himachal Pradesh & Haryana), (Tamil Nadu & Andaman), (Telangana & Andhra Pradesh), (Maharashtra & Chhattisgarh).

iii. Remaining states are considered as individual regions.

7. HMIL will display top 60 ranks per region in the Website and also communicate to the top 3 winners per region through SMS or Email. HMIL will not be responsible or liable for any late, lost, misdirected or unsuccessful efforts to notify the Winner or for email communication/postal/ courier delay.

8. Prizes/benefits, if any shown are only for representation and actual Prize(s)/benefits may vary. The selected winners shall claim/redeem the prize/benefit offered by HMIL within the stipulated timeline as will be communicated by HMIL to the Winners, failing which his/her claim to the Prize/Benefit shall be forfeited. No request for extension of the date shall be entertained.

9. All Prizes/Benefits are non-transferable and non-refundable and cannot be exchanged/ redeemed for cash. No cash claim will be made in lieu of Prize/Benefits. HMIL may at its sole discretion substitute or replace any prize/benefit with any other equal or similar value (in kind) selected by it without any prior notice to the Winner. In the event, a selected Participant chooses not to accept Prize/Benefit, he or she forfeits his/her right to the Prize.

10. The Prize/ Benefit to a selected Winner would be cancelled, if any information provided or submitted by the Participant is factually incorrect.

11. HMIL makes no representations or warranties as to the quality, suitability or usability or merchantability of any Prize/Benefit. The Terms & Conditions of the third party and any Service provider are applicable and to be abided by the Winners. HMIL shall not be liable for any warranty either expressed or implied in respect of the Prize/Benefit.

12. The Participants should not deface or disparage HMIL and/or any brand of HMIL in any manner. HMIL reserves the right at its sole discretion to disqualify any Participant that it determines to be tampering with the process or the operation of this Program, to be acting in breach or potential breach of these Terms and Conditions.

13. Eligible Participants are not compelled in any way by HMIL to participate and any such participation is voluntary. No fee is required to be made for participating in this Program. HMIL will not be responsible for any payment or fee given to anybody for this Program.
14. HMIL shall not be responsible for any incorrect/misleading information relating to the Program, presented/ displayed on any other source & will not be liable for any loss, if any, suffered by any Participant by relying on the representation, terms, conditions, information presented / displayed on any other source.
15. HMIL will have no liability, in case someone is not able to participate in the Program, due to inability to access the Program through the Website or due to transmission/ technical failure / software issues in Bluelink or not receiving communication or not capturing/error in capturing or lost the driving data from Bluelink due to network or force majeure events.
16. HMIL reserves the right to withdraw/terminate the Program at any given point of time without any prior notice/ information and alter / change the Terms and Conditions of the Program, process or means of gratification without any prior notice/information.
17. The Participants would be solely held liable for any details including but not restricted to age, name, profession etc. entered by them.
18. The personal information submitted/posted by the Participants will become the exclusive property of HMIL and the Participants permit HMIL without any restrictions to use the same for its advertisements, any activity or lead generation and other purposes. The Participants hereby unconditionally and irrevocably agree to allow HMIL to use his/her name and/or photograph and/or video and/or Audio for advertising or promotions related activities without demanding any compensation under any circumstances whatsoever from HMIL.
19. Any employee of HMIL and HMIL Dealers – is not eligible to participate in the Program. HMIL reserves the right at its sole discretion to cancel/withdraw participation of any Participant who is found to be an associate or employee of HMIL and its decision in this regard would be final and binding.
20. The Participant shall indemnify HMIL against any claims, costs, consequent losses, damages, compensation, whatsoever, that may arise from any injury, damage, loss of life, life and property of any third party including but not limited to the Participants, co-passenger, the legal heirs or successors, individuals, government bodies, corporate entities, etc., resulting from or in connection with the participation in the Program or due to direct or indirect acts of negligence, default, omission and commission on the part of the Participant and waive any claim against HMIL.
21. All Prizes / Benefit will be subject to the Income Tax, Tax Deduction at Source or any other statutory levies as may be applicable from time to time under the laws of India, and shall be borne by the respective Participants.
22. Except to the entitlement to the above prize/s/ Benefit, the winners and/or their legal heirs will have no other rights or claims against HMIL.
22. The Program is subject to force majeure events including but not limited to Acts of God, natural calamities, prohibition orders, Government restrictions, lockdown, epidemic, pandemic, local unrest, traffic jams, medical emergency, accidents, etc. and HMIL shall bear no responsibility or liability to Participants for cancellation or postponement of the Program or for damages or deficiency, loss, injury, expense, etc., arising out of any force majeure events.
23. The Program is subject to all applicable central, state and local laws and regulations and will be void in any State/Union Territory where prohibited by law. HMIL reserve the right to exclude any person from the Program on grounds of misconduct or criminal record.

24. Any dispute arising out of this Program or otherwise shall be subject to exclusive jurisdiction of courts of New Delhi.
25. By registering, the Participant accepts to all the Terms and Conditions of the Program, the Terms of Use & Privacy Policy of the Website, by participating in the "BLUELINK CHAMPIONSHIP" program.
26. 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 shall vest solely and exclusively with HMIL at all times. HMIL or any person or entity permitted by HMIL in this regard shall be entitled to use the data or 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. All material including photographs, video and/or film footage and/or audio recordings taken of the Participants/Winners are assigned to HMIL upon submission it will become the property of HMIL exclusively. HMIL can use the material in any medium in any reasonably manner it deems fit. Copyright in such material remains the sole property of HMIL.
27. HMIL and its Partner 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.