

Terms and Conditions

If the Contestant enters the Contest, the Company shall assume that the Contestant has read these rules and that the Contestant agrees to them. By entering the Contest, the Contestant hereby warrants that all information submitted is true, current and complete. Company reserves the right to verify the eligibility of all Contestants.

"**Company**" shall mean Mahindra Retail Limited ("**MRPL**") , having its corporate office at No.165/2, 1st Main, Krishna Raju Layout, DoraisaniPalya, Bannerghatta Road, Bangalore- 560 076, India its successors, assigns, agents, representatives, and affiliated corporations, and their respective officers, directors, employees, contractors, and agents.

"**Contest**" shall mean "Mom's Golden Moments" **Contest** conducted by the Company.

"Contestant" shall be a Mother of her child who has uploaded the photo or video of her little child.

"Store" shall mean the "Mom & Me Mahindra Retail" outlets.

Contest is open from 2nd May 2014 to 18th May 2014.

The Contest is open to any mother with a baby up to the age of 3 years as on 1st May 2014.

For entering the Contest, the mother needs to share a photo /video (max.30 sec.) of her little child that brings out a feeling of joy, golden smile on her face. It could be moments of her little one's interaction with....., discovery of the world around them. She also need to add a caption in 10 words explaining the mother's golden moment with her child as shown in the photograph/video.

Contestants should include their own name, Child's name, Child's age, Address, city of residence, pin code, phone number and contact email address. Incomplete entries will be rejected. Only resident in India can participate.

Entries should be submitted using either physical form available at Mom & Me Mahindra Retail stores or submit online at momandme.mahindraretail@gmail.com. If the entry submitted at the store is in the form of a video, it has to be submitted in a CD/DVD.

Only one entry per Contestant shall be allowed.

Judges would decide on 25 top entries and these top 25 entries would be put up for voting on Mom & Me Facebook page from **23rd May 2014 till 1st June 2014**. The panel of judges for the Contest will be comprised of members of the marketing team/expert from art field. Where Entries are being judged on creative or artistic merit or other subjective criteria, the judges

reserve the right not to select a winner, and /or to remove amend election criteria and /or the structure and operation of the Contest if Entries are not of the requisite standard.

Final 10 Entries shall be shortlisted based on the number of votes received and Judge's decision. The winners would be notified within seven days of the closing date of the competition. Judges decision would be final.

The winners shall be announced on **2nd June 2014**.

In the event, the winners of the Contest cannot be contacted, is ineligible or fails to timely sign the contract as required, an alternate winner /replacement will be selected at the sole discretion of MRPL for the Mom's Golden Moments contest. MRPL reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.

By entering the Contest the winner agrees to participate in further such promotional activity and material as MRPL may require for advertisement.

The Contestant should not be under contract with any person, firm or corporation that would prevent it from participating in the Contest. The winning Contestants will have to undertake that they shall not participate in any other competing brand's campaigns till June 31st 2015.

In consideration of MRPL agreeing to consider entrants to the Contest, each Contestant hereby agrees that MRPL (and third parties authorized by MRPL) may make any and all Entries/Photographs available on the website and any other media, which may include other internet sites, mobile, television and/or radio and that Entries may be made available with advertising and/or sponsorship.

Copyright of all the photographs taken / artwork submitted for this Contest remains with MRPL and MRPL will hold worldwide, irrevocable, perpetual license / Rights to feature any or all of the submitted photographs/ artwork in any of our advertisements, publications, and websites and/or in any promotional material connected to this Contest and thereafter. The contestant cannot make any monetary claim or any other claim as matter of right towards the photos/videos or for participating in this contest.

The Contestant shall produce copy of birth certificate of the Child or passport or any other relevant document if requested by MRPL

Contest is not open to employees of MRPL, distributors, advertising and sales promotion agencies and members of their immediate families.

MRPL reserves the exclusive right, exercisable at any time, without notice, to amend, add to, delete from, alter or otherwise change these **Terms and Conditions**. MRPL reserves the right, at its sole discretion, to postpone, suspend, and cancel the entire Contest or a part thereof.

By participating in the Contest, the Contestant agrees to release and hold harmless MRPL, sponsors and the employees, officers, directors, shareholders, agents, representatives of said sponsors, affiliates, subsidiaries, advertising and promotion agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest. The foregoing release, indemnification and hold harmless, preclude any liability by MRPL to the Contestant or any third party for any direct, indirect, extraordinary, exemplary, punitive, special, incidental or consequential damages.

MRPL is not responsible for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer equipment or software, failure of any vote to be registered on account of technical problems or traffic congestion on the Internet at the web site. MRPL cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Contest or as a result of accepting any prize.

The Contestant agrees that any and all disputes, claims and causes of action arising out of or connected with the Contest shall be decided by the arbitrator appointed by the management of MRPL and such decision shall be final and no correspondence or discussion shall be entered into.