



## **TVS APACHE FLAUNT YOUR CUSTOM APACHE ONLINE CONTEST**

### **Terms and Conditions**

1. TVSM means – TVS Motor Company Limited.
  2. Entrant / Contestant / Applicant would mean a person / group of persons participating in this competition by following the rules and conditions of this contest.
  3. This Contest is applicable for all the TVS Apache owners only.
  4. By entering this contest, an entrant is indicating his/her agreement to be bound by these terms and conditions.
  5. The TVS Apache is to be visible fully/partially in the photo / video.
  6. Entry Categories: - There are 4 entry categories; namely Custom colour, Custom accessories, Custom decals and Custom configurations. For all these categories, participants have to upload an actual photo / video shot on mobile, DSLR or action camera with details. The top 10 shortlisted entries will have to display their custom Apache at TVS MotoSoul 2023 and the winner will be chosen by TVSM at TVS MotoSoul.
    - a. Custom colour:
      - i. Theme: Any colour that did not come with the bike in its original form can be shared
      - ii. Entry format: Multiple entries permitted
      - iii. Any camera equipment can be used
    - b. Custom accessories:
      - i. Theme: Accessories added to accentuate the safety, style or performance of the bike
      - ii. Entry format: Multiple entries permitted
      - iii. Any camera equipment can be used
    - c. Custom decals:
      - i. Showcase the custom decals that you have used to personalise the bike
      - ii. Entry format: Multiple entries permitted
      - iii. Any camera equipment can be used
    - d. Custom configurations
      - i. If you have given your race machines your version of upgraded performance, like new exhaust notes or suspension modifications.
      - ii. Entry format: Multiple entries permitted
      - iii. Any camera equipment can be used
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7. There is no fixed limit for submitting photos/videos for each category per person in all 4 categories. The photo / video submitted should not have been displayed, exhibited or used in previous contests. TVS Apache brand has to be visible either fully/partially in the photo / video.

8. The photograph should not be plagiarized. In case of any dispute, the owner has to produce proof of ownership of the picture.

9. For any photograph, the participant is responsible for picture setup, arrangements, safety and money spent.

10. The Entrant should have completed 18 years of age as on the date of announcement of this competition.

11. After submission of photos/videos by the entrant, the TVSM panel will judge the photos based on their internal selection process and voting method and the winner for each category will be announced. The winner shall be informed through the registered mobile number, email address/ through TVSM website/ social networking service accounts.

## 12. **Rewards**

**The top 10 shortlisted entries will have to display their custom Apache at TVS MotoSoul 2023 and the winner will be chosen by TVSM at TVS MotoSoul.**

13. The photograph/videos should not be plagiarized. The photo / video uploaded by the Entrant should be original. For the selected photo / video, on request from TVSM, the owner shall within 5 days from the date of request by TVSM produce the proof of ownership of the picture shot by submitting details like electronic data / GPS details / Automatic details generated by camera, mobile phone, action camera etc and such other details as required by TVSM.

14. Entrants must bear all costs incurred or to be incurred for entering the contest.

15. Entrants must hold all ownership rights to the final photos / videos uploaded, including any retouching or other image processing. Photos / videos edited by professional tools will be accepted.

16. No stunts to be performed without following safety precautions and any stunts if performed shall be at the sole risk and discretion of the Entrant and should be only under advice and supervision of certified and qualified experts maintaining all safety precautions.

17. TVS Motor Company will not be responsible for any kind accident, loss or damage or any other body injury to the entrant and /or bike and /or rider or to any third party in any circumstances while clicking the photo for the Contest. TVSM shall bear no responsibility for damages or other harm suffered by Entrants because of their participation in the contest.

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18. TVSM may use the uploaded photos / videos, the name of the entrant and even the entry of the Entrant for its business promotion, marketing and publicity purpose without any furtherance reference to the Entrant and the entrant fully agrees without any charges or compensation or payment in whatsoever manner or cost to TVSM for using his / her contest photo / video and / or the entry of the entrant itself as TVSM desires.

19. TVSM reserves in perpetuity on the uploaded photos/videos, the winning photos/videos, the entry of the entrant itself into the contest an exclusive right to publish, reproduce, make public, transmit, display, print, distribute, adapt, or in any other way including its websites, public social networking service accounts, as TVSM desires without further compensation.

20. Entrants shall obtain prior permission and consent of the person(s) who are portrayed in their photos/videos which are uploaded in the Contest or who hold the copyright or other intellectual property rights to the Photos / Videos or the items portrayed therein.

21. The Entrant shall seek the permission of TVSM before any self publicity with regard to the Contest, taking part in the Contest and its allied matters.

22. Entrants agree to fully indemnify the organizer and bear all responsibility for any third-party complaints or objections concerning copyright or other intellectual-property-right infringement or damages arising from photos / videos submitted / uploaded in the Contest.

23. TVSM reserves the right to reject photos / videos uploaded that in its judgment are harmful to public order, violate standards of decency, or are contrary to the goals of the contest including but limited to depict or other copyrighted brand logos or other intellectual property, obscene, provocative or otherwise questionable content. TVSM's decision as to what constitutes inappropriate /harmful content is final.

24. There is no entry fee, and no purchases are necessary to enter this competition. There will be no acknowledgement / receipt / confirmation from TVSM for uploading the photos by the Entrant. The Entrant shall submit / upload the photos on <https://www.tvsapache.com/photographycontest.aspx>. The Entrant shall keep following the official TVS Apache Facebook and Instagram handles for contest related announcements. Once a photo is uploaded or submitted for the contest, such photos or the entries will not be returned to entrants under any circumstances, even if the Entrant withdraws from the Contest. A photo once uploaded or entered for the contest shall become the property of TVSM.

25. The decision of TVSM in respect of all matters relating to the contest / competition will be final and no correspondence will be entered into.

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26. TVSM reserves the right to cancel or amend the rules and regulations of the contest without any prior notice to Entrants or if circumstances arise outside of its control and the same will be communicated to participants to their registered mobile number / Mail ID / Social handles.

27. Please note that no response will be given to any inquiries, complaints, or objections regarding the TVSM's decisions.

28. In case the Contest cannot be completed due to any force majeure events like a war, civil or military disturbance, act of God (natural calamities) or any actual or anticipated breach of any applicable law or regulation or any Governmental order or restriction or epidemic, pandemic or any other event beyond the control of TVSM, this contest may be stopped / terminated or postponed as per the discretion of TVSM. Any changes to the competition will be notified to entrants as soon as possible by TVSM.

29. Any personal data relating to the winner or any other entrants will be used solely in accordance with current data protection legislation and will not be disclosed to a third party without the entrant's prior written consent.

30. TVSM reserves the right of final judgment concerning any terms, conditions or items not expressly stated in these Terms and Conditions. Entrants who do not consent to these Terms and Conditions shall withdraw from the contest. All costs associated with withdrawal from the contest are to be borne by the Entrant.

31. If a winner is found to be disqualified or acts against the interest of TVSM or violates these Terms and Conditions after being rewarded, the showcase might be revoked.

32. The Contest and these terms and conditions will be governed by Indian law and any disputes will be subject to the exclusive jurisdiction of the courts of Bangalore.

33. Any dispute, differences and or any other matters in relation to and arising out of this Contest, shall be referred to arbitration under the Arbitration and conciliation Act 1996. The venue of arbitration shall be Bangalore and the Arbitration shall be presided by over a sole arbitrator appointed by mutual Agreement.

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