- BYD India Private Limited's (Hereunder called "BYD India") vehicle i.e. BYD SEAL is available for booking and sale without entering the contest.
- Contest is open for customers who buy the BYD SEAL from 28th Feb 2024 and ends on 30th April 2024. Purchases made after this period will not be eligible to participate in the contest. A customer who completes booking of BYD SEAL during the above said period with intent to buy the vehicle may enter the contest, and shall stand a chance to participate in the scheme. Any contestant who cancels the booking or does not complete the purchase of BYD SEAL subsequent to booking shall be deemed to have withdrawn from the contest.
- Contest is open for individual buyers only, and buyer, who enter the contest, shall be issued only 1 (one) ticket for the UEFA European Football Championship 2024<sup>TM</sup> ("UEFA EURO 2024<sup>TM</sup>") and only 1 (one) economy class return flight from India to a UEFA EURO 2024 match city depending upon the availability of match tickets and / or flight tickets. The winner will have no choice for a specific match event, to a specific airline, to a specific airport, to a match city and the like choices.
- There shall be only upto 3 entrants / participants of the contest, who shall be awarded tickets ("winners"), and only such winners of the contest shall be issued tickets. The winners will be selected in a fair and transparent manner. All discussions with the winner shall be made only on the phone number and registered email-id as per records available..
- The winners will be announced on the BYD India Website (https://www.bydautoindia.com) on May 2024. Notification will also be given to the individual winners via the email given. If, for any reason, the email to a winner bounces back or is otherwise undeliverable, or is not replied to within the period of time stated in the email, eligibility to receive tickets may be forfeited. BYD India will not be liable or responsible if a winner is unable to receive their winning notifications or redemption details, or fails to redeem their tickets for any reason, including (without limitation) as a result of any incomplete or incorrect information provided to the dealer while booking.
- The tickets issued to winners shall be valid only for the match, to the match city and to the date communicated to the winner. The validity of the tickets shall not be extended under any circumstances whatsoever. Tickets not redeemed shall expire automatically, and no claims whatsoever shall be entertained in respect thereof.
- Each winner is required to redeem the tickets in accordance with processes stated in the notification of winning or subsequent notifications and according to the instructions provided by BYD India, respective airline and organisers of UEFA EURO 2024<sup>TM</sup>.
- The tickets cannot be exchanged for cash or cheque or equivalent.
- The winners shall be solely liable for any applicable tax, cess or levy that may be imposed or applicable for entering the contest or winning the tickets including the personal income tax liability.
- The winners of the contest shall be solely decided by BYD India at its sole discretion subject to adherence and compliance of applicable laws in India. In case the law prohibits the contest or issue of tickets (be it in a particular State or province or otherwise), no claims or dispute of whatsoever nature shall be entertained. The contestants and / or winners fully agree that BYD India need to comply with applicable laws in relation to the contest and BYD India's failure to issue tickets for reasons of it complying the applicable laws shall not be deemed or considered to be a failure on the part of BYD India. Winners shall be decided in a fair and transparent manner as may be decided by BYD India in its' sole discretion.

- The winner of the contest must be above the age of 18 years. No person below the age of 18 years can participate in the contest, and any ticket issued to a winner below such age shall be invalid.
- The tickets are non-transferable and the tickets issued in the name of a particular winner can only be utilised by the winner only.
- BYD India shall not issue tickets to a winner in lieu of or against any lost, misplaced, stolen, defaced or damaged ticket, and no claims of whatsoever nature, on such count shall be entertained in any circumstances.
- Tickets won / issued cannot be combined or clubbed with any other offer, promotion or discount.
- The tickets once issued are neither replaceable nor exchangeable nor assignable. Tickets won cannot be
  gifted nor can be used or redeemed by any person other than the person whom such tickets are issued.
  Winner shall not seek exchange or replacement of the tickets.
- This contest is not open for BYD India's employees & staff (including their family), and representatives. This contest is also not open for BYD India's dealers', their respective employees & staff (including their family) and representatives.
- Passport name is required during ticket bookings and must match the submitted name on the booking form of the vehicle.
- Winners who fail to show up for their flight will be treated as forfeiting the tickets, thus further rebooking will not be considered.
- Once the winner is announced, it shall be the responsibility of BYD India or its authorized dealers to arrange the tickets, and its delivery to the winners. Winners shall coordinate with BYD India or its authorized dealers only for receiving the tickets, use and / or availing the benefit of tickets, redemption of tickets and all & any further information on matters concerning use, utilisation, redemption etc. BYD India shall not entertain any enquiries in these respects, and in respect of match events, airline functions (including schedule of match, schedule of flights, delay in matches, delay in flights, departure or arrival of flights, cancellation of flights or matches etc.). Further, BYD India shall not be liable for any claims of re-schedule, delay, cancellation, postponement; of flights or match event or failure of airlines or UEFA EURO 2024 authorities for operations of airline or holding of matches.
- Winners shall be solely responsible for the bookings and arrangements as well as expenses of hotels, local transports, stay, food, boarding and lodging etc. of their own. Travel of the winners shall be further subject to applicable immigration, foreign exchange, tax and other relevant laws in India and outside India.
- The winner of the contest shall be solely responsible to bear the cost and expenses of local conveyance, travel insurance, boarding and lodging as well as personal expenses etc. The Winner shall be solely responsible to arrange, at their own cost & expenses, for valid travel documents, visa, travel insurance, adhere to government (Republic of India, various States of India and foreign Governments) advisory or guidelines or laws including but not limiting to arrival, departure, restrictions on stay, foreign exchange, Covid 19, Covid 19 appropriate behaviour & testing, prohibited / restricted banned items or articles.
- BYD India reserves the right to alter / amend / modify (whether in whole or in part) any terms and
  conditions of this contest at any time without any prior notice and without any liability. No claims or
  enquiry in this respect shall be entertained.

- By booking BYD SEAL or taking part in this contest, each participant who enter contest fully and
  unconditionally agrees to and accepts these terms and conditions, and terms and conditions as may be
  amended (including cancellation of these terms & conditions in toto). Participants fully agree that BYD
  India can cancel or vary the terms and conditions anytime without any form of notice whatsoever.
- Any dispute arising out of or related to the contest, selection of the winner etc. shall be subject to the jurisdiction of the courts within whose jurisdiction the showroom of the dealer of BYD India [with whom the >>><< Seal was booked to purchase] is situated and any dispute arising out of or related or concerning the contest shall be subject to the competent courts of above jurisdiction only. Participants, contestants and winners fully and irrevocable waive any objection and defense (including, any defense of an inconvenient forum) which either may have to the bringing of any claim.</p>
- Neither BYD India nor its directors, employees, agents, or dealers will have any responsibility for any damage, loss, injury, or disappointment suffered by any participant, contestant or any other persons entering the contest or as a result of accepting any tickets. BYD India is not responsible for any medical conditions, costs, or expenses incurred or suffered by any participant, contestants or any other persons as a result of any event of force majeure; any problems or technical malfunctions; any software or email failure; or any combination thereof.
- By entering the contest, participant / contestant agree that no claim shall be asserted against BYD India, its directors, officers, employees, or agents relating to any and all losses or injuries (including special, indirect, and consequential losses), damages, rights, claims, and actions of any kind resulting from acceptance or use of any tickets won, including, without limitation, personal injuries, death, and property damage.
- All media content created in relation to the winners will be the property of BYD India. Content created
  related to the winners will be used by BYD India on social media or otherwise at the discretion of BYD
  India for the purposes of promoting BYD India.
- The entrant of contest, winner or participant hereby agrees to allow BYD India to use their photo and relevant footage for printed collateral, online, and across other marketing and communications, at BYD India's sole discretion and at no cost, for the benefit of BYD India.
- By participating in the contest, and upon any submission of any information or materials including (but not limited to) data, text, photographs, likeness, messages, or user details, or any other material, the entrant, participant or winner grants to BYD India a non-exclusive, free of charge, perpetual, worldwide, irrevocable, and fully sub-licensable right to use, reproduce, copy, modify, adapt, communicate to the public, make available, publish, translate, create derivative works of, distribute, and display the same, and with waiver of all moral rights to the extent permitted by applicable laws.
- BYD India may require the winners to take part in reasonable public relations activities and promotional events promoting BYD India BYD SEAL.
- For the purposes of this contest, BYD India will collect various personal data from the Entrants, participants and winners. BYD India will use this information for the purpose of identifying each entrant, contestant, participant, and winner. Failure to provide personal data as requested will result in BYD India being unable to process or accept an entry or award. Entrants' to contest, participants and winners personal information will only be used for promotional purposes with their consent, subject to BYD India's Privacy Policy and Terms and Conditions. Certain personal data collected will be shared with the airline or UEFA EURO 2024<sup>TM</sup> Authority for tickets, and administrative purposes. Personal data will be kept for no longer than is necessary for the purposes for which it is being processed. Each entrant, contestant and / or winner confirms that it has read and fully understands the data privacy and

- security policy of BYD India and consents to BYD India's use of their personal data. For BYD India's privacy policy, please refer to the BYD India website (https://www.bydautoindia.com).
- This contest / scheme and these terms and conditions shall be governed by the laws of India. The invalidity, illegality or unenforceability of any sole provision in these Terms and Conditions shall not affect the remaining provisions of these Terms and Conditions, which shall persist in full effect. The contest / scheme is not open for contestants, participants of a State or union territory in India where the central and / or State law prohibits such contest / schemes / offers and it shall be deemed to not have been applicable for such States or union territories *ab-initio*.