

Lucky Draw November'2022 ("Scheme")

TERMS & CONDITIONS GOVERNING THE LUCKY DRAW. PLEASE READ THESE TERMS CAREFULLY AS THIS GOVERNS THE RULES OF THE SCHEME AND DETAILS THEREOF. ALL THE ELIGIBLE PARTICIPANTS WILL BE BOUND BY THESE TERMS AND IS DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED THESE TERMS.

- 1) Employees of JCB and their families, dealers/distributors/other channel partners, employees of advertising agencies of JCB etc. associated with this Scheme, are not eligible to take part in this Scheme.
- 2) Participation in this Scheme is deemed acceptance of these terms and conditions.
- 3) Scheme is valid for **JCB Backhoe Loaders** purchased from **7th November 2022 to Midnight 30th November 2022**. Valid for all sales within the territory of India.
- 4) All entries for the lucky draw scheme to be taken from the JCB MIS (DMBS), manual invoice shall be considered only in exceptional cases of dealers where DBMS is not yet installed.
- 5) Participant should be above 18 (eighteen) years of age and must be a citizen of India.
- 6) Participant must not have any criminal record nor should be of an unsound mind.
- 7) Entry to this Scheme shall be treated as void wherever (including any state or union territory) such Scheme are prohibited under local laws.
- 8) By entering this Scheme, you agree that the information SMS or Toll-Free calls made and the mobile numbers from which the entries are received may be used by JCB and dealers for the administration of the Scheme. We may also use the information/mobile numbers to carry out research about this offer or communicate future promotions and other messages to the participants of this Scheme.
- 9) The participant is required to preserve the original Cash Memo/Bill/Invoice of the purchase based on which the participant has entered the Scheme. for claiming the prize, if any, won by him/her. Loss/mutilation of the original Cash Memo/Bill would make it invalid for claiming the prize, if the participant wins a prize. No photocopies of Cash Memo/Bill/Invoice will be accepted.
- 10) The prizes would be decided through a system based random process that would select the winning from a dump of valid entries received. This process would be conducted in the presence of an independent third-party auditor/functional group members of JCB. The winners will be declared within 8 weeks of the close of the offer or within such period as the JCB may deem fit. Besides, the individual winners of the prizes would be notified separately. The decision of the JCB on the prizes shall be final and no communication in this regard will be entertained.
- 11) No queries/clarifications/suggestions will be entertained on the modality of selection or the selection process which would be entirely at the discretion of JCB.
- 12) All statutory levies including taxes/duties/octroi etc., and any other costs including insurance, registration etc. on the prize (if applicable) won should be borne by the respective winners.
- 13) Winners must provide the following documents before receiving the prize– A) Proof of Tax Paid/Copy of Tax Paid counterfoil (paid at a notified Bank). The amount of Tax to be determined on the basis of the car won and the state/area where the winner is located. B) Copy of Pan Card of the winner. C) DD/Cheque/cash for insurance charges, RTO charges and handling charges in favour of vendor/supplier D) GST Registration certificate copy of the winner. E) any other statutory requirement as applicable. All winners shall be liable for withholding and other taxes and the winner

shall become entitled to get the prize only after all the taxes are paid. The car would be delivered ex-showroom of the nearest convenient dealership once the above formalities are completed.

- 14) The winner would be given a maximum of 6 weeks to complete the above formalities from the date of intimation of prize winning. If the prize winner is not able to complete the above formalities, including payment of taxes etc., within this period of 6 weeks s/he shall forfeit the Prize.
- 15) The Scheme is not transferable and cannot be exchanged/redeemed for cash. No cash claim shall be entertained in lieu of the Scheme. This Scheme may not be combined with other JCB Promotional or Discount Offer.
- 16) The prizes for bumper lucky draw at the end of Scheme are:
 - i. 1st Prize – Mahindra Scorpio -1 No.
 - ii. 2nd Prize -Mahindra Bolero -3 Nos.
 - iii. 3rd Prize – Motor Bikes (Royal Enfield Bullet) -10 Nos.
 - iv. 4th Prize – 140 cm (55 inches) TV - 50 Nos.
 - v. 5th Prize- MMT Vouchers of INR 30K - 100 Nos.
 - vi. 6th Prize- Mobile Phones - 300 Nos.
- 17) JCB, shall not be liable for any loss or damage whatsoever that may be suffered as a result of participating in the Scheme or enjoying the prizes.
- 18) JCB does not guarantee, represent, or warrant that the above-mentioned prizes are error-free and defect-free and that JCB will not be responsible for any defect and/or maintenance or repair of the prize. Any repair, maintenance and disposing of the prize, if applicable, will be the sole responsibility of the winner and winner shall, in no way, hold JCB obligated or responsible for the same. Once the prize is gifted to the winner/s, JCB shall no longer be liable and responsible for any matter related to the respective prize.
- 19) The decision of JCB is final and binding and is non-contestable. JCB reserves the right to withdraw and/or alter any of the terms and conditions of this Scheme at any time without prior notice. No correspondence would be entertained on this account.
- 20) JCB reserves the right to audit all claims/winning entries to ensure that the Terms and Conditions of the promotion have been met; and to request additional information regarding any and all claims and supporting documents.
- 21) JCB and its partners shall not be liable for any loss or damage, theft, or any other mishap whatsoever that may be suffered as a result of participating in the Scheme or enjoying the prizes.
- 22) Apart from the entitlement to the prizes, the winner or his/her legal heirs will have no rights or claims against JCB or its dealers/partners.
- 23) No correspondence/communication from the participants on the Scheme will be entertained by JCB. Any correspondence/communication would solely be at the discretion of JCB.
- 24) The submission of false, incorrect, misleading, or fraudulent documentation may result in disqualification from this Scheme and from future JCB promotions. The submission of false, misleading, or fraudulent information may result in the claimant being subject to civil or criminal liability.
- 25) This Scheme will be governed by Indian laws of India and exclusive jurisdiction of the Courts of New Delhi.

26) This Scheme is subject to any force majeure circumstances i.e. any event directly or indirectly resulting from any acts of God including but not limited to fire, flood, earthquake, or other natural disasters, an act of any sovereign including but not limited to war, rebellion, military or usurped power or confiscation, destruction or damage to property, riots, terrorist attacks, lockdowns, and lockouts by or under the order of any government or imposition of government law, judgment, order or decree, sanction, embargo or similar action, blockade, or labour dispute, epidemic, pandemics, accidents, strikes, explosions, or other similar or different contingencies which are beyond the control of JCB which cannot reasonably be forecasted or provided against, and cannot be predicted by men of ordinary prudence. In case of any such force majeure conditions, no liability in whatsoever manner can be attributed to JCB.