### **TERMS & CONDITIONS**

### A. PARTICIPATION ELIGIBILITY

- 1. By entering the "Win your dream car with Johnnie Walker" contest ("Contest") as described at paragraph B below, participants are deemed to have accepted these Terms and Conditions.
- 2. The Contest is valid only for products purchased at the Hyderabad Duty Free outlets located at the international arrival and departure terminals of Hyderabad International Airport (the "Outlet") during the period set out in these Terms and Conditions.
- 3. Entry to the Contest (including the Grand Draw, defined below) is open only to passengers travelling to Hyderabad or out of Hyderabad through the International Airport.
- 4. As at the date of entry to this Contest, each participant to the Contest ("Participant") must be above the age of 21 years or the legal drinking age as defined by the applicable regulations of the Participant's country or state of residence, whichever is higher.
- 5. Employees, or relatives of employees, of the Diageo group of companies and Hyderabad Duty Free Pvt. Ltd., (collectively, the "Organisers"), or their affiliates, group companies or advertising and promotion agencies will not be entitled to participate in the Contest.

# **B. CONTEST**

- This Contest is open for the period commencing 15<sup>th</sup> December 2014 up to 15<sup>th</sup> March 2015 (inclusive) ("Contest Period") or until stocks or prizes run out (whichever is the earlier) at which time it shall automatically and immediately expire. The Organisers reserve the right to amend the Contest Period at any time without any prior notice. No correspondence will be entertained in this regard.
- Each purchase of Johnnie Walker products, in one transaction valued at US\$50 (United States Dollars Fifty) or more at the Outlet shall entitle Participants to receive an entry card (the "Card"), which gives the Participant a chance to win the prize as depicted on the card and set out in paragraph C below. For the purposes of the Contest, "Johnnie Walker products" shall mean JOHNNIE WALKER BLACK LABEL, JOHNNIE WALKER RED LABEL, JOHNNIE WALKER DOUBLE BLACK, JOHNNIE WALKER XR-21, JOHNNIE WALKER BLUE LABEL, JOHNNIE WALKER GOLD RESERVE, JOHNNIE WALKER PLATINUM LABEL, JOHNNIE WALKER COLLECTION PACK and any of the "Johnnie Walker Explorer Club Collection", meaning JOHNNIE WALKER EXPLORERS CLUB SPICE ROAD, JOHNNIE WALKER EXPLORERS CLUB GOLD ROUTE, JOHNNIE WALKER EXPLORER CLUB ROYAL ROUTE.
- 3. All eligible Participants in the Contest shall be entitled to one entry per Card into the Grand Draw. In order to participate in the Grand Draw, each Participant needs to complete the form on the Card ("Form") correctly and in full. The duly completed Forms should be submitted at the drop boxes placed at the Outlet. Only completed Forms dropped in the drop boxes will be eligible for the Grand Draw. Incomplete Forms or Forms submitted after midnight on 15th March 2015 (or such other date as may be determined by the Organisers in their sole discretion) shall not be considered as valid entries for the Grand Draw, and shall be automatically disqualified. The winner of the Grand Draw ("Grand Winner") shall be randomly drawn from all complete Forms submitted on or prior to 15<sup>th</sup> March 2015 (or such other date as determined by the Organisers in their absolute discretion). The Grand Draw will be held on

- 15<sup>th</sup> April 2015 (or such other date as may be decided by the Organisers in their sole discretion).
- 4. The Grand Winner will be notified via phone or email after the Grand Draw has been held. If any of the winners are uncontactable via phone or email after 48 hours following the first attempt to notify them, the Organisers shall have the right in their absolute discretion to redraw another Grand Winner. If the Organisers are unable to contact a winner, the Organisers shall have the sole discretion to declare the prize in question forfeited.
- 6. The results of the Contest and the Grand Draw shall be final, binding and non-contestable. No correspondence will be entertained in this regard. The Organisers reserve the right not to award any of the Grand Draw prizes if they deem (in their sole discretion) that there are no fully and correctly completed Forms submitted.
- 7. For the avoidance of doubt, participation in the Contest and the Grand Draw is purely voluntary and the purchase of Johnnie Walker products does not oblige participation in the Contest and/or the Grand Draw.

# C. PRIZES

- 1. Participants stand a chance to win one of the following prizes ("Prize(s)"):
  - Grand Draw: (One (1) Grand Winner) Volkswagen Polo ("Mega Prize")
- 2. Winners must produce the following documents in order to claim their Prize: (i) valid and original Outlet receipts showing proof of purchase of the requisite Johnnie Walker products; (ii) proof of age and residence; and (iii) identification documents (including without limitation passport, traveling documents and airline ticket stubs) ("Documents"). The Grand Draw winners must produce the Documents at Hyderabad Duty Free Pvt. Ltd. head office within seven (07) days following initial notification under paragraph B6 above.
- 3. If any winner fails to produce the Documents to the satisfaction of the Organisers (including outside of the permitted time period stipulated above), the Organisers may, in their sole discretion, declare that such Prize has been forfeited by the winner and the winner shall have no right to challenge such declaration.
- 4. The winners shall have no right whatsoever to choose the Prize (or any part thereof) that has been won, which shall be subject to the Organisers' discretion. Notwithstanding any other terms in these Terms and Conditions, the Organisers may offer alternate Prizes and the winners shall unconditionally accept the same or forfeit the Prize.
- 5. The Organisers shall not be liable for, nor make any representations or warranties whatsoever, as to the quality, suitability, workmanship or merchantability of the Prizes or any part thereof. The winners shall have no claim against the Organisers in relation to the same.
- 6. The winners shall be personally responsible for all taxes, costs, and expenses arising as a result of participating in the Contest, the Grand Draw or accepting the Prize(s). The Organisers shall not bear nor be liable for any other taxes, cost and expenses (including without limitation insurance or costs for registration of the prizes with appropriate authorities) associated with the Prizes and the winners agree and understand that he/she shall have to bear such taxes, costs and expenses as may be required for availing of the Prizes. The winners shall obtain, at his/her cost, all the approvals and permissions from the appropriate authorities, statutory or otherwise, that may be required to avail and/or use the Prizes.

- 7. The Organisers (including their affiliates, group companies or advertising and/or promotion agencies) or their directors, employees and agents shall not be liable in any way for, and shall be indemnified and held harmless fully and effectively by the winners against, any and all injuries, losses or damages to property or person of any kind, including death, claims, actions, proceedings and other liability arising out of or caused in whole or in part, directly or indirectly, by participation in the Contest, the Grand Draw or the acceptance, possession, use or misuse of the Prizes. To the maximum extent permitted by law, the Organisers exclude all representations, warranties, conditions and other terms (including, without limitation, conditions of satisfactory quality, fitness for purpose, the use of reasonable care and skill and any other conditions implied by law) which, but for these Terms and Conditions, might have effect in relation to the Contest, the Grand Draw, the Prizes or any of them. The acceptance and/or use of the Prizes may be subject to further terms and conditions. Without limitation to the foregoing, the Organisers shall assume no liability in the event that any Participants or winners are unable to avail themselves of the Prizes on account of non-fulfillment of the conditions imposed by the Organisers and/or third parties.
- 8. There is no cash / cheque / any other monetary instrument alternative to the Prizes. The Prizes are non-transferable.

# **D. MISCELLANEOUS**

- 1. The Organisers reserve the right to withdraw this Contest, the Grand Draw or amend these Terms and Conditions (in whole or part) at anytime without any prior notice.
- 2. Any decisions made by the Organisers in relation to this Contest, the Grand Draw or the Prizes, including the Terms and Conditions or the results of this Contest or the Grand Draw, shall be final, binding and non contestable and no correspondence shall be entertained in this regard.
- Each Participant expressly consents to the use of his/her details, including without limitation photographs, in any media for media coverage, advertisements, promotional, marketing or publicity purposes by the Organisers, without any further payment or other compensation or consent.
- 4. The winners shall make him/herselves available at the disposal of the Organisers for any public relations activity, promotional activities, without payment or additional compensation by the Organisers.
- 5. This Contest (including these Terms and Conditions) shall be subject to the laws of Hyderabad, India and any dispute shall be subject to exclusive jurisdiction of the courts of Hyderabad, India.