

BMW Driving Experience Lucky Draw 1<sup>st</sup> June, 2016 to 31<sup>st</sup> Aug, 2016

**Terms & Conditions**

1. The “Lucky Draw” Promotional offer (“Promotion”) is open for participation for all consumers (“Participant”) purchasing a complete oil change with BMW Genuine Oil from BMW authorized dealerships only.
  
2. The Promotion will be available at all BMW / Franchisee workshops buying BMW Genuine Oil (GO) from Shell India Markets Private Limited, during the promotion period from 1<sup>st</sup> June 2016 to 31<sup>st</sup> Aug 2016. The duration of Promotion can be curtailed or extended as deemed necessary by Shell India Markets Private Limited (“Promoter”).
  
3. The Promotion is applicable in all Indian states except Tamil Nadu. The Promotion is open only for BMW consumers buying a complete oil change with undernoted BMW GO lubricant from Franchised/Authorized Workshops of BMW supplied by the Promoter.
  
4. All “paid service” consumers (consumers who have availed their free services) desirous of participating in the Promotion must buy a complete oil change with participating products during the Promotion period. This purchase entitles the consumer to participate in a lucky draw for an all-expense paid BMW driving experience at the Circuit Paul Ricard in Marseilles, France (travel to France via economy class flight, local road travel to venue, 4 star hotel stay and 3 meals per day) courtesy Shell. The lucky draw will be conducted amongst the eligible customers based on the Workshop Dealership Management System (DMS) data during the program period.
  
5. By participating in the promotion, each Participant unconditionally agrees to abide by these terms & conditions and the decisions of the Promoter shall be final and binding in all respects. The Promotion is governed by Indian laws and subject to the exclusive jurisdiction of the Indian Courts at New Delhi.
  
6. The consumers winning the lucky draw will be contacted by the “Promoter” through the BMW Workshop. He should provide all personal contact details including his address and contact nos: for ensuring timely contact with him in course of redemption of this reward. The Promoter cannot be held responsible for any Participant notification loss, intercepted or not received by the winner for any reason. The participant should be able to produce the service invoice copy as proof of purchase of complete oil change when claiming reward.

7. Each new purchase during the promotion period as indicated above will qualify for entry into the Promotion.
8. No participation or other fee is required to be paid for participating in the Promotion.
9. The promotion is not applicable in the state of Tamil Nadu.

#### PARTICIPANT ELIGIBILITY CRITERIA

10. Participants must be aged above 18 years of age on the Promotion start date and a resident of India in order to participate. The Participant must be the registered owner of the car serviced by the BMW workshop. The Participant needs to have a valid driving licence in order to participate in the driving experience.
11. The following are not eligible to participate: (a) persons who on or after September 1, 2007 were employees of Shell International Petroleum Company Ltd, BMW India Limited (their sub-contractors and/or subsidiaries and their immediate family members) and associated with the development of this Promotion and/or with the judging of Promotion entries, (b) Employees of promoter or agencies associated in the development and execution of this promotion or their immediate family members.
12. All winning participants need to hold a passport valid for not less than 1year validity. Grant of VISA is sole discretion of the country –its embassy in India. Winning participants shall have to abide with all requirements to gain VISA . Shell takes responsibility of coordinating submission of applications but completely absolves itself from the commitment to get a confirmed visa from the embassy.
13. Participants understand and agree that in the event that their entry is selected as a winning entry, they will be required to sign a Participant Agreement. Non-compliance with the terms & conditions as mentioned in this document by a Participant or being disqualified by the Promoter for any reason will result in an alternative winner being selected.
13. Promoter reserves the right to request proof of a Participant's eligibility in the event that there is a doubt over his/her eligibility for the Promotion.

14. To the extent only permitted by applicable law, the Promoter reserves the right to use the winner's voice, image, photograph, name and likeness in post-Promotion publicity material and in advertising, marketing or promotional material in any media by any means throughout the world for any purpose connected with the products/services of the Promoter or any company within the Royal Dutch/Shell Group of companies without additional compensation or prior notice to the winner and by entering the Promotion, all Participants consent to the same.

15. Subject to applicable laws, the Promoter shall not be liable for any losses, taxes, liabilities or inconvenience suffered by any Participant as a result of these terms and conditions, entering this promotion [or accepting any part of the reward or to partake in the reward ]

16. The Promoter shall not be liable under or in connection with these terms and conditions or for this Promotion or using the reward for any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the Participant and the Promoter and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

17. The Promoter does not accept responsibility for (1) lost, late or undelivered entries or (2) any technical or access issue, failure, malfunction or difficulty that might hinder the ability of a participant to enter the Promotion or (3) any event which may cause the Promotion to be disrupted or corrupted.

#### THE PROMOTER'S RIGHTS

18. The Promoter may (i) extend (ii) terminate or suspend the Promotion at any time due to circumstances beyond the Promoter's control (iii) substitute a reward (or any part of a reward).

19. Any costs incurred in addition to the reward package elements listed above shall be borne by the winner (for example, but not limited to, additional meals and spending money, travel insurance, medical insurance and travel within India to boarding location).

20. Each winner shall be solely responsible for all applicable taxes, sales tax, surcharges, service charges, delivery, processing and handling fees and all other costs incurred in claiming the reward.

21. Rewards will not be replaced at Winner's request or demand by any alternative or cash equivalent although Promoter reserves the right to substitute either any part of reward or whole reward for similar reward of equal or greater value. The reward is not transferable.

22. This Promotion is valid for purchases made in the manner stipulated above after the announcement of this Promotion. Promoter's decision on a particular customer's status will be binding on all participating authorized dealers and franchise workshops.

23. Promoter reserves the right to reject any claim without assigning any reason thereof. Any decision taken in this regard shall be final and binding and not be subject to any dispute or challenge.

24. Promoter further does not make any commitment, express or implied to get back to any/all the Participants or furnish reasons for inclusion/exclusion of particular submission of the Participant at any stage of the promotion.

25. The decision on the winners nominated by Promoter or, any other matter in relation to this promotion shall be final and binding and no correspondence or communication shall be entertained in this regard.

26. In addition to these terms & conditions, other specific terms may be imposed by Promoter from time to time to deal with any unforeseen situation. Promoter also reserves the absolute right to change the terms and conditions contained herein and, or, any other rules and regulations in respect of the Promotion at any time without any notice, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be intimated separately as the Promoter considers fit. However, no obligation is cast on the Promoter to separately intimate each individual Participant with regard to such additional terms and conditions.

27. Promoter also reserves the right to cancel this Promotion at any stage without any liability whatsoever to the Participant.

28. The Participant undertakes and declares, by participating in the Promotion, that it shall not misrepresent any data or facts considered vital to the rewards fulfilment. In the event, a Participant is found to be doing so; such a Participant shall forthwith be barred from participating in the Promotion.

29. The Participant(s) hereby give express permission to the Promoter to freely distribute its submission in any publication and media whether online, offline or on the Internet. Material sent to Promoter including feedback and other communications of any kind as well as submission of an entry to this Promotion shall be deemed to be non-confidential. Promoter shall be free to reproduce, distribute and publicly display such feedback, materials without limitation or obligation of any kind. Promoter is also free to use any ideas, concepts, know-how or techniques contained in such submissions or materials for any purpose.

30. Each Participant understands that each of the officials of the Promoter engaged in the organization and management of this Promotion including its directors, officers, partners, employees, consultants, and agents are under no obligation to render any advice or service to any Participant in respect of this Promotion.

31. The Participant undertakes to indemnify and keep Promoter harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by Promoter due to breach of any of the terms and conditions herein contained.

32. Any disputes, differences and/or any other matters in relation to and arising out of this Promotion and, or pertaining to these terms and conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be New Delhi. The Promotion shall be governed by and construed in accordance with applicable laws in India and will be subject to exclusive jurisdiction of the courts at Delhi alone. The Rules of Indian Council of Arbitration (“Rules”) shall apply to the arbitration proceedings and the arbitration shall be conducted by a sole arbitrator to be appointed as per the Rules

33. Each Participant must ensure that his or her participation in the Promotion is lawful in accordance with the laws of India. Neither the Promoter nor its representatives or agents shall be taken to make any representations, express or implied, as to the lawfulness of any Participant's participation in the Promotion.

34. Participation in the Promotion will be construed as an acceptance of these terms and conditions stipulated herein and of any terms and conditions already announced as these.

35. In the event the benefits/gifts being provided involve manufactured items, these shall be subject to manufacturer's terms and conditions for warranty, service and maintenance, and the Promoter does not accept any responsibility for the same.

36. Where the benefits/gifts under this promotion are items/goods, these shall be subject to availability. Promoter, at its discretion, shall have the option of providing alternate items of equivalent value. Pictures of the items/goods shown in the promotion brochure may differ from the items/goods given.

37. Any Promoter product under the Promotion shall also be available without the Promotion.