

Superior Mileage with Buy Back Guarantee Offer

Superior Mileage with Buy Back Guarantee Offer (hereinafter referred to and in as 'Offer ') is a campaign by **Mahindra & Mahindra Ltd.**, a company incorporated under the Indian Companies Act, 1913 with its registered office at Gateway Building, Apollo Bunder, Mumbai – 400 001, hereinafter referred to as "**Mahindra/M&M**" (which context shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in business and permitted assigns).

This Contest shall be governed by the following T&C's:

1. What is the Offer:

The Buy Back Guarantee Offer being made to the Customers by M&M is as follow:

"If other BS4 minitruck in the category gives higher mileage than Supro Minitruck (26HP) BS4 at 850 kg payload (hereinafter referred in and as' Vehicle'), in similar road and city driving conditions through back to back trial then we are ready to buy back Supro Minitruck within 30 days of purchase"*

Disclaimer: *Comparison between Supro 26HP BS4 and Other BS4 Minitruck with nearest Power, Above 700kg Payload & 4 Speed Transmission.

2. Who can participate/Eligibility Criteria:

- a) All customers having made a valid purchase of the Vehicle and who are registered owners of the Vehicle are eligible to participate in the Offer.
- b) The term of this Contest is valid from 16th Feb 2017 to 31st March 2017.
- c) This Contest is applicable across M&M's authorised dealership, Pan-India.
- d) Employees of Mahindra and their immediate family members cannot participate in this Contest.

3. How to participate:

- a) The Offer is applicable only on '**Supro Minitruck Vs other BS4 minitruck**' in the category **diesel variants**.
- b) The Vehicle must not have gone any mechanical modification which may hamper its performance.
- c) In case, M&M's designated officials/Dealer spots such modification/tamperings in the Vehicle, the claim of the Customer shall be automatically and immediately be held invalid.
- d) A Customer is entitled to challenge the guarantee only once, multiple claims for same vehicle will not be accepted
- e) Mahindra's discretion w.r.t any matter/issue pertaining to participation under this Contest shall be final & binding.

4. Raising a Claim:

- a) Customer is entitled to claim the buyback of vehicle within thirty (30) business days of dealer invoice date (which is mentioned at customers receipt).

- b) In order to initiate a buy back claim, the Customer needs to submit a formal written communication has the same dealership from where the said Vehicle was purchased (hereinafter referred to and in as 'Dealership').
 - c) The said communication should contain the specific concern and mileage difference as faced/observed by the Customer.
 - d) Post submission of formal communication at the Dealership, the Dealership shall within seven (7) working days of the submission, give the date of Fuel Trial of the Vehicle with other minitruck to the customer. Further, such intimation shall be given at the customer's registered phone no. /address as given to the Dealership at the time of purchase of the Vehicle.
 - e) Fuel Trial shall mean & include Supro Minitruck BS4 and other BS4 minitruck. Test will be done with back to back trial by M&M customer care team at 850 kg payload with similar road and driving conditions. The test will be done with other BS4 minitruck in the category with similar power, above 700kg payload and 4 speed transmission Vs Supro Minitruck BS4 in Economy mode driving condition
 - f) Any such Fuel Trial to be conducted exclusively in the presence of a designated M&M official only.
 - g) It is hereby clarified that Supro Minitruck and other BS4 minitruck in the category shall be driven for at least 100kms under 850 kg payload condition
5. Mahindra reserves the right to suspend, shorten, modify, extend the duration of the Contest or cancel the contest at its sole discretion.
 6. For detailed T&C visit nearest Mahindra dealerships
 7. Mahindra shall not be held liable if the date of Fuel Trial doesn't reach intended winner for any of the following reasons as mentioned:
 - a) Incorrect and/or incomplete address, contact details and/or e-mail address given at the time of purchasing the Vehicle
 - b) Not notifying the Dealership about any change in the Customer's address/contact details.
 - c) Any other reason, technical or otherwise, beyond the control of Mahindra.
 8. Mahindra recommends the Customer to read these Terms & Conditions carefully each time they visit the nearest Mahindra dealership
 9. Mahindra reserves the right to modify these Terms & Conditions without any prior notice. However, an updated version of the same shall be permanently available at all our authorized dealerships.
 10. Customer shall indemnify Mahindra and/or its affiliate from any loss that may occur to Mahindra due to non-adherence to these terms and conditions or due to submission of abusive, defamatory content submitted for the Contest.
 11. The Customer shall not, without any valid license or authorization, use the intellectual property rights belonging to Mahindra and/or third parties.

12. This Contest is subject to force majeure events and situations beyond control of Mahindra and/or its affiliates.
13. Customer hereby authorizes Mahindra to communicate with him / her from time to time about the matters connected with the initiative on the registered e-mail address/phone number/address.
14. Customer unconditionally agrees that he/ she shall not:
 - a) do anything which violates any of the Terms & Conditions;
 - b) make any misrepresentation;
 - c) do anything that does not comply with generally accepted internet etiquette including (without limitation) the excessive use of inflammatory or antagonistic criticism ("flaming"), or wastefully and unnecessarily including previous communications in any postings in any public platforms including but not limited to social media platforms
 - d) perform system abuse;
 - e) propagate, distribute or transmit Destructive Code, whether or not damage is actually caused thereby;
 - f) Post abusive, obscene, threatening, harassing, defamatory, libelous, offensive or sexually explicit material.
 - g) Intentionally make false or misleading statements.
 - h) Offer to sell or buy any product or service.
 - i) Post material that infringes copyright.
 - j) Post information that he/ she knows to be confidential or sensitive or otherwise in breach of the law.
15. Customers agree to make themselves available for publicity purposes if requested by Mahindra and agree to the use of their image and quotes for such publicity.
16. In the event of a dispute the decision by Mahindra will be final and binding and no correspondences whatsoever will be entertained in this regard.
17. Whenever called for, Customer will be required to complete all formalities as may be communicated by Mahindra and/or its affiliate including but not limited to providing his/her authentic and correct information, failing which he/she shall be disqualified at any time or at any stage. In case false information is revealed at any time after participation, the Customer shall be liable to return all the Prize(s) provided under the Contest
18. Mahindra reserves the right to restrict / bar any person from participating in the Contest without quoting any reasons for the same.
19. Customers found indulging in any malpractices such as cheating or creating dubious profiles etc., shall be disqualified from the offer at any time and shall not be eligible for any benefits/Prizes.
20. These Terms & Conditions and the Contest are to be governed by the laws of Republic of India only. Any and all claim, dispute or lawsuit arising in connection with them or the Offer shall solely be subject to the exclusive jurisdiction of the Courts of Mumbai.
21. It is assumed that the Customers who have successfully submitted their entry have read the Terms & Condition and agree to it without any conditions.
22. This Contest is not available and/or applicable in a country outside India, any state or other country if it is prohibited by law there.
23. Mahindra shall not be responsible for any loss or damage due to Act of God, Governmental action, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for the same.

24. Mahindra shall not be liable under any circumstances towards any loss or damage or expenses or cost or any third party liability, whether directly or indirectly, arising out or in relation to use or availing of any benefits and/or in connection with the said benefits as the case may be.
25. The Customers shall execute all such documentation as deemed necessary by Mahindra and allow Mahindra and their assignees to use, display, copy, modify, distribute, publish, sell, assign, exchange, license, sub-license, in all and all locations, in any medium, form or format, in any number, the picture, image or likeness and the reproductions of the winner, and any biographical information furnished by the winner to Mahindra.
26. The Customers shall be required to provide self-attested proof of identity, confirmation of his/her mobile number along with the auto-response received acknowledging his/her participation, proof of residence and all other documentation as required by law during the time of delivery of Prize(s)
27. Customers must claim the benefits in the manner communicated by Mahindra. In case the winner fails to claim the benefits on or before the specified date, he/she shall be deemed to have surrendered the benefit.
28. The database of mobile numbers can be used by Mahindra in future for any lawful purpose as deemed fit by Mahindra.
29. Participation in the Contest is purely voluntary and at the sole discretion of the participating individual.
30. Customer agrees that he / she has understood and is bound by the terms and conditions set out herein above.