AMAZON CONNECT VIRTUAL SUMMIT 2020 CONTEST TERMS AND CONDITIONS

This contest, namely "Amazon Connect Virtual Summit 2020 Contest" ("**Contest**") is provided and made available to you by Amazon Seller Services Private Limited ("**Amazon**") in relation to the event namely 'Amazon Connect Virtual Summit 2020' ("**Event**") conducted by Amazon and available on <u>https://vconfex.com/microsite/amazon-connect</u> ("**Event Page**"). Please read these terms and conditions ("**T&Cs**") before entering the Contest.

You agree that, by participating in this Contest, you will be bound by these T&Cs, and in any other terms and conditions that may be prescribed in relation to the Prize(s) (as defined hereinafter). You acknowledge and agree that you satisfy all Contest eligibility requirements as provided herein below.

These T&Cs are in addition to the terms to which you agree by participating in the Event and using the seller account for transactions on <u>www.amazon.in</u> ("**Amazon.in**") (if applicable), including but not limited to Amazon Services Business Solutions Agreement executed between you and Amazon (collectively, "**Amazon Terms**"). To the extent the any of the Amazon Terms are inconsistent with these T&Cs, these T&Cs will prevail with respect to the Contest only.

For the purposes of these T&Cs, wherever the context so requires "You" or "Your" shall mean any natural person who is a participant in the Contest.

ELIGIBILITY:

You need to fulfil the following eligibility criteria to enter the Contest:

- (a) You should be resident in India;
- (b) You have a billing and shipping address within the territory of India; and
- (c) You should have a valid proof of identity and age in the form of a copy of PAN Card / Driving License / Voter ID / Indian passport.

Amazon's employees, their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), and Amazon's affiliates, advisors, advertising/Contest agencies are not eligible to enter the Contest.

DETAILS OF THE CONTEST AND HOW TO ENTER:

- 1. This Contest will be available on September 22, 2020 and September 23, 2020 during the hours for the Event ("**Contest Period**").
- 2. In order to participate in the Contest, you must:
 - (i) Sign-up / register for the Event, i.e. the 'Amazon Connect Virtual Summit 2020' on the Event Page (available at <u>https://vconfex.com/microsite/amazon-connect</u>) as a participant;
 - (ii) Attend the Event by attending and participating in the activities taking place in the Event (including attending sessions, visiting booths, interacting with other attendees etc.);
 - (iii) Collect points for attending such activities taking place during the Event.
- 3. It is clarified that the Event Page has an inbuilt computerized tracking system that will track the activity(ies) of every participant on the Event Page and allocates points accordingly based on the

activity(ies) attended. The points collected by the participants will be displayed on a leaderboard on the Event Page.

- 4. At the end of the Contest Period, out of all participants who participated in the Contest (as per the T&Cs) top 10 (ten) participants with the highest aggregate points (tracked by the tracking system and displayed on the leaderboard) will be selected to be eligible to receive the Prize (*as defined hereunder*) under this Contest.
- 5. The winners of the Prizes will be contacted by Amazon on their respective e-mail addresses, so shared while registering for the Event. The winners will be required to respond to Amazon within the timeline communicated by Amazon for claiming their respective Prizes.
- 6. Each winner will be eligible to win only one Prize under this Contest in accordance with the terms hereunder.

MAILING LIST:

By entering the Contest, you consent to being placed on a mailing list for promotional and other materials for Amazon. You may update or change your email preferences at the email preferences page.

OTHER CONTESTS:

Please note that there may be similar Contests or promotions running on Amazon.in at the same time as this Contest. By entering this Contest, you will not be eligible to receive any benefit awarded in any other promotion/ contest unless you enter each promotion/ contest separately.

PRIZES:

The winners of the Contest will be eligible to receive the following (each a "**Prize**" and collectively "**Prizes**"):-

Top 3 winners (i.e. winners with the 3 highest points): - One (1) Amazon Echo Dot device ("**Device**") to each winner:

Next 7 winners: - An amount of INR 1,000 (Indian Rupees One Thousand) in the form of Amazon Pay Gift Card issued by QwikCilver Solutions Private Limited ("**Gift Card**") to each of these winners. The use and redemption of the Gift Cards is governed by the terms and conditions available at:

https://vconfex.com/microsite/amazon-connect

Each winner of the Device will be required to share their postal address on which the Device can be sent.

There are a total of 10 (ten) Prizes to be won under this Contest i.e., 1 Prize to each winner of the Contest. A participant will be eligible to win only if he/she has participated in the Contest in the manner provided under the "Details of the Contest and How to Enter" section above. The top 3 (three) winners will be eligible to receive the Amazon Echo Dot device, i.e. the Device, and the next 7 (seven) winners amount of INR 1000 (Indian Rupees One Thousand) in his/her Amazon.in account as Amazon Gift Card, i.e. Gift Card.

The winners' names will be posted by Amazon on or before September 25, 2020. In the event any winner fails to claim the Prize within the stipulated time line, they will forfeit their right to claim the Prize.

The Gift Card will be credited into the account of the Gfit Card winners by October 17, 2020.

The Prize will only be awarded directly to the winner and is non-transferable to any other person.

ODDS OF WINNING:

Odds of winning depend on the number of eligible entries received. Eligible entries are ones that satisfy the eligibility criteria outlined above and follow the steps outlined in the 'Details of the Contest and the How to Enter' section above.

PRIZE DRAWING:

The selection of the winners of the Contest will be aggregated at the end of the Contest Period. We will notify the selected participants by e-mail by September 25, 2020 ("Notification Date"). By agreeing to participate and enter into this contest, you agree that you have and may be required to share a valid proof of identity and age in the form of a copy of PAN Card / Driving License / Voter ID / Indian passport or any other documents as may be required. The selected participants will automatically forfeit their claim to the Prize if they do not meet the eligibility criteria or do not comply with these T&Cs. Further, all selected participants will need to claim the Prize within 30 days from the Notification Date, failing which such selected participant will be construed to have forfeited the Prize. The procedure of claiming the Prize will be as instructed by Amazon, wherein you may be required to visit appropriate web-links and provide requisite details. Each Prize will be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). There are no cash or other prize alternatives available in whole or in part. However, in circumstances beyond our control, we may substitute a similar alternative prize of equal or greater value in our sole discretion. If any selected participant does not respond back to any communications sent in relation to the Contest within the time period communicated by Amazon, he/she shall not be eligible to be declared winner of the Prize.

ADDITIONAL TERMS:

Amazon may, to the maximum extent permitted by applicable law and in its sole discretion, change these T&Cs or cancel the Contest at any time; or modify, terminate, or suspend the Contest should viruses, worms, bugs, unauthorized human intervention or other causes, beyond control, corrupt or impair the administration, security, fairness or proper play of the Contest or submission of entries. Notwithstanding anything contained in these T&Cs, Amazon has a right to remove this Contest from Amazon.in at any time in its sole discretion without any prior notice.

Amazon is not responsible for: (a) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error that may occur in the processing of entries; (b) any printing or typographical errors in any materials associated with the Contest; (c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or (d) injury or damage to your or any other computer or mobile resulting from downloading any materials in connection with the Contest.

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Amazon may, in its sole discretion, disqualify any individual found to be: (a) tampering with the entry process or the operation of the Contest or Amazon.in; (b) acting in violation of these T&Cs; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

If your entry is incomplete or if you use robotic, automatic, programmed or similar entry methods, your entry will be void. The authorized subscriber of the e-mail account used to enter the Contest at the actual time of entry will be deemed to be the participant and must comply with these T&Cs in the event of a dispute as to entries submitted by multiple users having the same e-mail account. The authorized account subscriber is the natural person who is assigned an e-mail address by an internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail addresses. No benefits greater than those described in the "Description of the Contest and How to Enter" section above in these T&Cs will be awarded.

MISCELLANEOUS:

The Contest is governed by the laws of the Republic of India. The Contest and all accompanying materials are ©2020 by Amazon or its affiliates, as the case may be. All rights reserved. No requests for transfer or assignment or redemption of the benefits shall be entertained. You agree that Amazon's decisions related to the Contest are final and binding on you. Failure by Amazon to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any person. The decision of Amazon shall at all times be binding and final. These T&Cs are governed by the laws of India and courts at New Delhi shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.

FORCE MAJEURE:

This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Amazon ("**Force Majeure Event**"). Amazon shall be not liable for any delay or adverse effect caused to the participants / winners in the Contest as a result of a Force Majeure Event.

PUBLICITY RELEASE:

By participating in the Contest, you give Amazon and/ or its affiliates permission to use your name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Contest and any promotions, events, or contests to follow. You agree that Amazon and/ or its affiliates have the right to publish your saved item details for any communication, promotions, events, or contests that follow. You agree that Amazon and/ or its affiliates have the right to publish, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation, etc. for the use of such pictures, etc., and hereby release Amazon and/ or its affiliates and its agents and assigns from any and all claims which arise out of or are in any way connected with such use. You give your consent to Amazon and/or its affiliates, agents and assigns to use your name and likeness to promote the Contest and any promotions, events, or contests to follow.

LIABILITY RELEASE:

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This Contest is being made purely on a "best effort" basis and participating in this Contest is voluntary. By participating in the Contest, you will be legally bound hereby, to release from liability, and hold harmless Amazon and/or any of their affiliates, employees or agents representing or related to Amazon and its services/products. This release is for any and all liability for personal injuries (including death), property loss or damage, and misuse of the benefits/ Prizes offered under this Contest, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Contest, even if caused or contributed to by our negligence. Further, you agree to bear any taxes that might arise out of the winnings from this Contest and shall not look to Amazon and/or any of their affiliates, employees or agents for payment of the same and/or any dispute arising from the same.

WINNER ANNOUNCEMENT:

The names of the winners will be posted by 28th September 2020.

SPONSOR:

The Prize under this Contest is funded by **Amazon Seller Services Private Limited** a company incorporated under laws of India having its registered offices at 8th Floor, Brigade Gateway 26/1 Dr. Rajkumar Road, Bangalore- 560055. Please direct any questions, comments or complaints related to the benefits under this Contest / Prize(s) to <u>SellerConnect@amazon.com</u>. All queries, comments or complaints shall be entertained only till October 30, 2020.

PRIVACY NOTICE:

All information submitted to Amazon in connection with this Contest will be treated in accordance with these T&Cs and the Privacy Notice available at Amazon.in.