

# Official Rules for ILIAYARAJA Promotional Contest

## OFFICIAL RULES

Uber B.V. (“Uber”) will conduct the ILIAYARAJA Contest (the “Event”) substantially as described in these rules. By entering or participating, each entrant or participant (“Entrant”) agrees to these official rules (the “Official Rules”) and the decisions of Uber, which are final and binding in all respects.

**1. Eligibility:** Unless otherwise specified, the Event is open only to persons (i) who are eighteen (18) years of age or older at the time of entry; (ii) who are registered as a rider in Hyderabad on the Uber platform (“Uber App”) and have answered the qualifying questions correctly; and (iii) who have taken at least 2 (two) rides using the Uber App. The Event does not require any additional entry fee for participation. Employees, officers and representatives, and the immediate family members of such employees, officers and representatives of Uber or its affiliated companies, parent companies, subsidiaries, participating promotional partners, Uber partners and their drivers, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfilment of the Event (collectively, the “Event Entities”) are not eligible to enter.

**2. How To Enter:** The Event will begin at 12:30 p.m. on 30th October 2017, and end at 11:59 p.m. on 3rd November 2017 (the “Event Period”). The Event can be entered into in the following manner: (a) by taking at least 2 rides using the Uber App in Hyderabad during the Event Dates (“Eligible Ride”). There shall be no restrictions on the number of Eligible Rides a person may take during the Event Period. The Entrants with the most number of Eligible Rides as well as the correct answers to the qualifying questions, will be declared as winners (“Winners”) for the Event.

Uber is the official timekeeping device for entry in the Event. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise may be disqualified from the Event at Uber’s sole and absolute discretion. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person’s agents. Uber will disqualify any entry from individuals who do not meet the eligibility requirements. All Entrants who are not disqualified are considered “Eligible Entrants”.

By entering the Event, Entrant: (a) agrees to be bound by these Official Rules and by the interpretation of these Official Rules by Uber and by the decisions of Uber, which are final and binding in all respects; (b) acknowledges compliance with these Official Rules; and (c) agrees to comply with any and all applicable laws, rules and regulations. Getting a Gift is contingent upon fulfilling all requirements set forth in these Official Rules.

**3. Gifts:** The gifts to be provided to the Winner of the Event will consist of free tickets for the Event worth INR 6,00,000 (Indian Rupees Six Lakhs) to the winners in total (“Gift”).

If for any reason any of the Gifts, or any part thereof, is unavailable or any part of a Gift or related event is delayed, cancelled or postponed, or for any other reason, Uber reserves the right to modify the Gifts in its sole discretion and award a substitute gift, or portion of the gift, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Gift, or any portion thereof, is permitted by the Winner. Uber and the Event Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Gift or any part thereof. In the event a potential Winner cannot accept the Gift or any part thereof, Uber will decide who will be awarded with the Gift. All costs and expenses not specifically listed above as part of the Gift are solely the Winner’s responsibility. Winners agree to comply with any additional terms and conditions applicable for attending the Event. Each of the Gifts is provided “as is”. Entrants acknowledge that Uber and the Event Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Gifts, including any implied warranty of merchantability of fitness for a particular purpose.

The value of the Gift will be taxable to the Winner as income. All tax liability, and any other costs and expenses associated with acceptance or use of the Gift not specifically provided for in these Official Rules are solely within the Winner’s responsibility (regardless of whether the gift, in whole or in part, is used).

**4. Winner Selection and Notification:** The Winner of the Event will be determined by the selection of 105 (One Hundred and Five) people from the pool of Entrants based on the most number of trips taken in Hyderabad during the Event Dates and the correctly answered trivia questions, or otherwise in accordance with such method specified by Uber at Uber’s sole and exclusive discretion.

The Winner would be informed via phone call or SMS on his/her registered phone number.

Each of the Gifts will be awarded to the authorized account holder of the email address registered on the Uber rider account from which the Eligible Rides have been taken. The authorized account holder is the person who is assigned to the e-mail address by an Internet service provider or other organization that is responsible for assigning e-mail addresses or the domain names associated with e-mail addresses. The Winners will be notified shortly following the end of the Event by email (at the email address registered on the Uber App), by phone (at the phone number registered on the Uber App), or such other method specified by Uber, and will be required to confirm their email addresses and/or phone numbers.

Additionally, Uber and the Event Entities reserve the right to make a public announcement, announcing the Winners on either the Uber website, through the Uber App, or in any manner (including, without limitation, social media (e.g., Facebook,

Twitter)), which they deem appropriate. If a Winner cannot be reached after a reasonable effort has been exerted and/or fails to respond to confirm his/her email address within one (1) day (or such other time specified by Uber) from when the initial notification email is sent, the Winner forfeits their claim to the Gift, and an alternate Winner will be selected. If the alternate Winner does not comply with these Official Rules or is otherwise unable to accept the Gift, the Gift is forfeited and another alternate Winner will be selected. This Winner selection and notification process shall be continued until a Winner is confirmed. If a Gift or a gift notification is returned as undeliverable, such Gift will be forfeited and an alternate Winner will be selected.

**5. Winner Verification:** Uber may, in its sole discretion, require the Winners to prove eligibility and verify his or her identity.

If a Winner (or any Winners) is unable to prove eligibility within the time given and/or in the event of non-compliance by a Winner (or alternate Winner), such Winner (or alternate Winner) shall be disqualified and shall forfeit their Gift, and all privileges otherwise due as a Winner shall be terminated and an alternate Winner will be chosen among Eligible Entrants with the highest number of Eligible Rides.

Uber expressly reserves the right to delay the announcement of the Winners for any reason it deems necessary. In addition, Uber reserves the right to select an alternate Winner in the event that any Winner fails to comply with these Official Rules.

**6. Liability Release and Indemnity:**

By entering the Event, Entrant agrees to indemnify, defend, and hold harmless, Uber and any other Event Entities from any and all liability, for any claims, damages, injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in the Event, (ii) without limitation, property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Gift, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Event or acceptance and use of the Gift, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Event, the Gifts, or Uber's advertising and marketing related to the Event, Entrants or the Winner, in all cases, including but not limited to: (a) unauthorized human intervention in the Event; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Event or the processing of entries; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Event), which may be caused, directly or indirectly, in whole or in part, from Entrant's receipt or use of a gift, or any part thereof. Entrant assumes all liability for an injury or damage caused, or claimed to be caused, by participation in the Event, or the acceptance, receipt, or use of the Gift or any Gift component. Entrant further agrees that in any cause of action, Uber

and/or the Event Entities' liability will be limited to the value of the Gift, and in no event shall the Event Entities be liable for attorney's fees.

Uber and the Event Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Event, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Event, or other errors appearing within the Official Rules or in the Event related advertisements.

**Grant of Rights.** Except where prohibited by law, by entering the Event and/or winning the Gift, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, entry, statements attributed to Entrant (if true) and any video footage related to the Gift, for all Event Entities' advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation and additionally consents to the Event Entities putting his or her name on a Winners' list. Please note that Uber may not acknowledge or return any entries.

**8. General Terms.** The Event Entities are not responsible if the Event cannot take place, or if the Gifts cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labour disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Event Entities. If, for any reason the Event is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Event Entities, which, in Uber's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Event, Uber reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Event or any part of the Event. If the Event or any part of the Event is terminated or modified prior to the closing of the Event Period, notice will be posted on [www.uber.com](http://www.uber.com). Uber reserves the right to modify and amend these Official Rules from time to time during the Event Period for clarification purposes.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Uber's failure to enforce any term of these Official Rules will not constitute a waiver of that term or any other provision of these Official Rules. Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the

related materials, privacy policy or terms of use on a website and/or the terms and conditions of these Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Uber's sole and absolute discretion.

**9. Privacy:** All information submitted by Entrants and collected by Uber in connection with Entrant's entry will be subject to and will be treated in a manner consistent with Uber's website Terms and Conditions accessible at: <https://www.uber.com/legal/terms> and Uber's User Privacy Policy available at: <https://www.uber.com/legal/privacy>. By participating in the Event, Entrant hereby agrees that Uber may collect and use his or her personal information submitted with the entry, and acknowledges that he or she has read and accepted the Uber User Privacy Policy. Among other things, the information Entrants provide may be used for sending Entrants company updates and announcements about Uber and its products and/or services.

**10. Binding Arbitration:** Except where prohibited by law, Entrant agrees that: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE EVENT OR ANY GIFT AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) any dispute, controversy or claim arising out of or relating to the Event or any gift awarded shall be resolved by binding arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the SIAC Rules of Arbitration then in effect ("Rules"); (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the Rules; (4) unless both Entrant and Uber agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding; (5) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (6) any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney's fees or costs of bringing a claim, or any injunctive or other equitable relief.

**11. Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Uber in connection with the Event, shall be governed by, and construed in accordance with, the laws of the Netherlands.

**12. Accessibility of Official Rules:** A copy of the Official Rules is available via the Uber Newsroom (<https://newsroom.uber.com/>). Where required by law, Uber will provide the name of the Winners of the Event to those who request it.

**13. Sponsored and Administered by:** Events subject to these Official Rules are sponsored and administered by Uber B.V., Vijzelstraat 68-78, 4<sup>th</sup> Floor, 1017 HL, Amsterdam, The Netherlands.

