

Terms & Conditions

1. Eligibility

- 1.1. The KKR Contest is open to all Masterstrokes registered contractors residing in India
- 1.2. Participation is voluntary and free of charge
- 1.3. By submitting any content, photograph, video, testimonial, story, social media post, comment or other material ("Content"), the participant agrees to be bound by these Terms and Conditions.
- 1.4. The KKR Contest shall be conducted across India from August 1st to August 31st (the "Contest Period"). APL reserves the right, at its sole discretion, to modify, extend, shorten, suspend, withdraw, cancel or discontinue the contest and/or revise the Contest Period, in whole or in part, at any time and without prior notice, for any reason, including operational, technical, commercial or legal reasons.
- 1.5. The KKR Contest winners will be declared in October, and the selected winners will be informed directly by Asian Paints or their representatives
- 1.6. Winner Selection will be done based on quality of the entry submitted – in terms of the story covered and the video itself
- 1.6.1 There will be 21 winners in total across the country, they will win a redeemable voucher of Rs. 30,000 each

2. Participation

- 2.1. Participation is subject to the acceptance of the terms and conditions mentioned herein.
- 2.2. The contest is open to all Masterstrokes registered contractors aged 18 and above
- 2.3. One entry will be considered per person. Multiple entries will not be considered
- 2.4. Participants may share their stories of success ("Kaamyabi") in video form and other content on social media using the hashtag #KaamyabiKeRang and tagging APL's designated social media account(s).
- 2.5. APL and/or its representatives may interview participants, record videos, take photographs, collect testimonials, and capture related content for the purposes of the Programme.

3. Consent to Use Name, Image, Voice and Likeness

3.1. By participating in the Programme, the participant irrevocably authorises APL, its affiliates, subsidiaries, successors, assigns, agencies, advertising partners and service providers to record, photograph, reproduce, publish, communicate, display, edit, modify, dub, adapt, synchronize, translate and otherwise exploit:

- i. *participant's name;*
- ii. *photograph;*
- iii. *image;*
- iv. *likeness;*
- v. *voice;*
- vi. *video recordings;*
- vii. *biographical information;*
- viii. *testimonials; and*
- ix. *any other attributes submitted or captured as part of the Programme,*

for advertising, marketing, publicity, promotional, educational and archival purposes.

3.2. Such use may be made in any media now known or subsequently developed, including television, print, digital, social media, websites, presentations, events, outdoor advertising, internal communications and public relations materials, on a worldwide basis and in perpetuity.

3.3. The participant waives any right to inspect, approve or claim compensation for such use.

4. Ownership & Intellectual Property Rights

4.1. To the extent permitted by applicable law, the participant hereby irrevocably assigns to APL, on a worldwide, royalty-free, perpetual, transferable basis, all rights, title and interest, including all present and future copyrights and other intellectual property rights, in and to the Content submitted under the Programme.

4.2. The participant shall execute all documents and do all acts reasonably required by APL to perfect, record or give effect to such assignment.

4.3. APL shall be the sole and exclusive owner of all rights in the Content and may exploit the Content without restriction.

5. Participant Representations and Warranties

The participant represents and warrants that:

5.1. The Content is original or the participant has all necessary rights, permissions and consents required to submit it.

5.2. Submission of the Content and its use by APL will not infringe the rights of any third party.

5.3. The Content does not contain any copyrighted works, trademarks, photographs, artwork, music, videos, personal information or proprietary materials belonging to any third party unless all necessary permissions have been obtained.

5.4. The participant has obtained written consent from all identifiable individuals appearing in the Content.

5.5. If the Content includes customer premises, homes, projects, site photographs or customer testimonials, the participant has obtained all necessary approvals and authorisations required for submission and publication.

6. Prohibited Content: APL reserves the right to reject any Content that

- i. is false, misleading or defamatory;
- ii. infringes intellectual property rights;
- iii. violates privacy rights;
- iv. contains offensive, obscene, discriminatory or unlawful material;
- v. contains third-party logos, brands, trademarks or copyrighted content without permission;
- vi. contains content that may adversely affect APL's reputation.

7. Data Privacy & DPDP Act Consent

7.1. By participating, the participant expressly consents to APL collecting, storing, processing, using, sharing and otherwise handling their personal data for purposes connected with:

- i. administration of the Programme;
- ii. participant verification;
- iii. publicity and promotional activities;
- iv. publication of Content;
- v. customer engagement initiatives;
- vi. analytics and campaign management;
- vii. legal and regulatory compliance.

7.2. Personal data may include name, contact details, image, photograph, video recordings, voice recordings, location information, social media handles, professional details and any information voluntarily provided by the participant.

7.3. APL shall process personal data in accordance with applicable law and its privacy practices.

7.4. The participant acknowledges that Content shared publicly may continue to appear in APL promotional and archival materials even after withdrawal from the Programme to the extent permitted by law and where such retention is necessary for legitimate business, legal or archival purposes.

7.5. The participant confirms that any personal data of third parties included in the Content has been collected and shared with appropriate consent and legal authority.

8. Indemnity

The participant shall indemnify, defend and hold harmless APL, its affiliates, directors, employees and agents from and against any claims, proceedings, losses, damages, liabilities, costs or expenses arising out of:

- i. breach of these Terms;
- ii. infringement of third-party rights;
- iii. unauthorised use of photographs, videos or testimonials;
- iv. inaccurate representations made by the participant;
- v. violation of privacy, publicity or intellectual property rights.

9. No Obligation to Use Content

APL shall have no obligation to publish, display, use or otherwise exploit any Content submitted by a participant.

APL may modify, edit, shorten, translate, combine with other materials or remove any Content at its sole discretion.

10. Disqualification

APL reserves the right to disqualify any participant found to have:

- i. provided false information;
- ii. violated these Terms;
- iii. submitted infringing content;

- iv. engaged in fraudulent, unethical or abusive conduct.

11. Limitation of Liability

APL shall not be liable for any direct, indirect, consequential or incidental loss arising out of participation in the Programme. To the extent permitted by law, APL excludes all warranties and representations (whether express or implied) and its liability (including without limitation for negligence) regarding the KKR Contest and the benefits (if any) thereunder.

12. Force Majeure

APL shall not be liable for any delay, suspension, modification, cancellation or termination of the KKR Contest or any benefits thereunder due to any event beyond its reasonable control, including acts of God, natural disasters, epidemic, pandemic, public health emergency, war, civil unrest, governmental actions, network or system failures, cyber incidents, technical malfunctions or internet disruptions ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, APL reserves the right, at its sole discretion, to suspend, modify, postpone, withdraw or terminate the contest, in whole or in part, without liability or obligation to compensate any participant.

13. Final Decision

APL's decisions regarding the KKR Contest, selection of content, publication, rewards (if any), eligibility and interpretation of these Terms shall be final and binding.

14. DISPUTE RESOLUTION & JURISDICTION

The KKR Contest shall be subject to prevailing statutory and other applicable laws of India. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions, or the rights and obligations of participant and/or Asian Paints with respect to this KKR Contest shall be governed and construed in accordance with the laws of India. Any dispute arising out of the KKR Contest shall be subject to the exclusive jurisdiction of courts in Mumbai.