

## Terms and conditions:

This customer engagement initiative (“Customer Initiative”) for the purposes of the India’s Best Homestay Awards 2023 being organised by **Hill-Max**, is subject to the following terms & conditions (“T&C”), which may be updated by Hill-Max having its registered office at Plot No. 1, Sector 72, Noida 201301, from time to time without prior notice to Participant (as defined hereafter). For the purpose of this Customer Initiative, the term “Participant” shall mean an individual who fulfils the participation criteria and participates in the Customer Initiative in accordance with this T&C. The Participant confirms to have read and fully understood the T&C at <https://www.hill-max.com/home-stay-awards-terms-and-conditions.pdf>. The Participant agrees that he/she is entering into the Customer Initiative at his/her sole discretion and free will. The participation in the Customer Initiative shall be deemed as the acceptance of the T&C by the Participant. The Participant is advised to regularly review these T&C. If the Participant has participated in the voting process, the Participant shall hereby be assumed to have acknowledged and accepted the T&C given herein.

### 1. Entry Submission and Eligibility

- The voting in the Customer Initiative will start on 15th November, 2022 00:00 hours and end on 15 th December, 2022 at 23:59 hours (“Participant Voting Period”)
- No entry fees is required to participate in the Customer Initiative and the Customer Initiative is being organised as a customer engagement initiative.
- The Participant must be of 18 years of age as on the date of participation in the Customer Initiative. ● The Customer Initiative is valid for residents of India only.
- The Customer Initiative is open for the residents of India except the residents of the state of Tamil Nadu, subject to all applicable central and state laws and regulations of India.
- The Participant may participate in the Customer Initiative in the following manner:

### Participation through QR Code/Digital Banners/Website Link

□ Participant must scan the QR code published in the newspaper or alternatively click on the advertising banner(s) which will direct them to the participation page.

✓ Participant must use on the link i.e “<https://hill-max.com/homestayawardsvote>” in order to be redirected to the voting page.

✓ Participant shall vote for his/her one favorite homestay listed in each category. There is no restriction on how many categories the Participant can vote for. However, double entry in a single category will not be counted.

✓ The Participant shall provide their mobile number and fill-in the OTP received post providing the mobile number in order to be eligible for receiving any discounts offered by Hill-Max.com through this Customer Initiative.

✓ Before submitting the entry note that “ We request you to share your details, so that we can reach out to you in case you are selected as a lucky winner and to share your assured discount coupons!”

✓ The submission of the entry will not be complete unless the same has been successfully validated.

- Participant should fill in the mandatory details and select their favorite homestay after proper assessments of all the shortlisted properties in the category while voting in the Customer Initiative.
- A Participant may be disqualified if there is any conflict with the sponsor, even if this is identified at any point of time during/after the Customer Initiative.
- If any information provided by the Participant is found to be incorrect, the Participant will be disqualified. The date of announcing the winners can be modified as per the discretion of Hill-Max.

### Hill-Max discount voucher codes

- All the Participant successfully voting and validating with the required details correctly, will receive Hill-Max homestay discount voucher codes, which will be shared through SMS and/or WhatsApp within approximately 48 (forty-eight) hours of successful voting and validation thereon.
- Hill-Max shall be giving homestay discount (borne by Hill-Max) to Participants who vote in different categories of awards as per the table given below:

Categories Voted in	Discount
1-5	Flat 10% OFF
6-11	Flat 12% OFF
All 12	Flat 15% OFF

- Value of Hill-Max's discount voucher codes issued to the Participants shall be decided solely by Hill-Max, at its sole discretion.
- In case of receiving multiple entries with the same mobile number, only the first successful entry will be considered.

#### Determination of winners

- The Participant successfully voting and validating with the required details correctly, whose voted homestay wins the India's Best Homestay Awards 2023 in the category it has been voted for by the Participant becomes eligible for winning the Hill-Max gift voucher worth upto INR 20,000/- ("Prize").
- Hill-Max shall offer this Prize to 50 random participants who have voted for the winning property in each category and these winners will be selected randomly through computer generated technique to win the Prize, and the winners will be intimated through SMS and/or WhatsApp. Participation and voting does not guarantee that the Participant will win a Prize.
- Number of Prizes shall be solely decided by HILL-MAX at its sole discretion. If no Participants are found to be worthy of inclusion by HILL-MAX, the Prize may be cancelled. The decision of HILL-MAX in this regard will be final and non-contestable. HILL-MAX will not entertain any queries in this regard whatsoever.
- In case of receiving multiple entries with the same mobile number, only the first successful entry will be considered.
- Winners to be announced on or before – 15 th March 2023
- HILL-MAX's decision determining the winner shall be the final decision and no correspondence will be entertained in this regard.

#### Prize/ discount voucher collection:

- The Participants/winners will be notified through SMS and/or WhatsApp on their registered mobile number which was verified during validation.
- The discount vouchers/Prizes (as the case may be) shall be delivered to the Participants/winners (as the case may be) through SMS and/or WhatsApp on their registered mobile number which was verified during validation.
- Participants may be contacted by HILL-MAX for any additional information as may be the requirement from time to time. HILL-MAX has the right to ask for documentary proof of information/ audit the information provided. If such a request is made and the Participant does not comply within 24 hours from the date the request is made, the Participant could be disqualified from participation in the Customer Initiative.
- HILL-MAX will try to contact the Participant on a best effort basis on the mobile number/email which was verified during validation. HILL-MAX shall not be responsible for any lapse in any communication on account of network or technology failure.
- Any costs borne by the Participant/winner for the redemption of the discount voucher/Prize will be borne by the Participant/winner (as the case may be) exclusively.
- HILL-MAX will not be responsible for any defects/inadequacy in the products/services redeemed in lieu of the discount vouchers/Prizes and the same would have to be addressed to the sponsor/service provider/manufacture directly. HILL-MAX shall not be liable to replace/exchange the Prize/vouchers/products/services at any stage.
- In case any winner refuses to accept the Prize/discount voucher decided for him/her, his winning will be declared null and void. Each Prize/discount voucher may have a validity period and the same can be redeemed with the respective sponsors within such validity period as mentioned on the Prize/discount voucher. Further, any charge over and above the stated

Prize/discount voucher shall have to be borne by the Participant themselves including without limitation travelling, Prize/discount voucher collection/delivery charges etc.

- The Prize /discount voucher are non-transferable, non-assignable, cash redemption or substitution .
  - The additional terms of the Prize/discount vouchers shall apply at the time of redemption and will vary basis the brands who are providing these vouchers.
  - The features of the product, discount, other specifications displayed on the website may defer from the actual gift/product/discount. HILL-MAX and/or its event partners and/or event managers/executors [including The Independent Truth. and its affiliates] will not be responsible for any change in product, discount or its specification.
  - HILL-MAX, at its sole discretion, may modify/change the Prize/discount voucher at any time without prior notice.
  - The Participant/winner shall be solely liable for any other expenses related to the acceptance/use of the Prize/discount voucher or participation in the Customer Initiative.
- All/any Government taxes on Prize/discount voucher (as applicable), shall be borne by the winner and all deductions, such as tax deduction at source (“TDS”), wherever applicable, shall be made by HILL-MAX in accordance with the Income Tax Act, 1961 or winner shall pay to HILL-MAX such amount.

HILL-MAX shall not be responsible for:

- any delivery, failures relating to the sending or receiving emails/SMS/WhatsApp messages;
- any spam generated messages as a result of the Participant accessing the website;
- any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
- Other conditions/situations or failures beyond its control.

#### Other Terms

- The Participant agrees that, he/she will participate in any promotional activities or material, without additional payment or permission, as requested by HILL-MAX (over which HILL-MAX shall have all intellectual property rights). Subject to applicable laws, Participant hereby grants HILL-MAX and its partners associated with the Customer Initiative , by participating in the Customer Initiative and/or accepting a Prize/discount voucher, the right to use, in perpetuity the Participant’s information as may be provided by the Participant, publish and display Participant’s picture, voice, video, statements, quotes which may be adapted, edited or modified, as solely determined by HILL-MAX for advertising, trade, publicity and promotional purposes in any media without notification or approval, all without any additional consideration.
- The Participant voluntarily agrees to submit the required documents and personal information to participate in the Customer Initiative. Participant voluntarily consents and permits HILL-MAX and its partners associated with the Customer Initiative to use any personal information that the Participant provides in accordance with applicable laws for the purposes of this Customer Initiative and for any marketing or other purposes. HILL-MAX and its partners associated with the Customer Initiative may also share such information(s) with its affiliates, its service providers and agents for the purpose of this Customer Initiative. The information may also be used by HILL-MAX and its partners associated with the Customer Initiative for:
  - i) recommending various products or services including those of third parties
  - ii) dealing with requests, enquiries and complaints and Participant related activities
  - iii) marketing products and services and its analysis
  - iv) abiding with laws and law enforcement / regulatory requests
- HILL-MAX reserves the right to cancel or amend all or any part of the Customer Initiative and/or the terms & conditions/technical parameters/Prize/discount voucher without prior notice in the event of circumstances arising beyond its control that makes it necessary to do so. However, any changes to the terms & conditions/technical parameters or cancellation of the Customer Initiative, will be updated/posted on website <https://homestaysawards.makemytrip.com/>.It would be the exclusive responsibility of the Participant alone to keep themselves informed as to any changes in the terms & conditions/technical parameters/evaluation criteria stated for this Customer Initiative.
- Decisions of HILL-MAX will be final and binding on all Participants and no correspondence will be entertained in this regard.

- The Customer Initiative is provided on an "AS IS" and "AS AVAILABLE" basis. HILL-MAX expressly disclaims all warranties of any kind, whether express or implied. HILL-MAX does not make any warranty that the Customer Initiative and/or emanating results will meet your expectations.
- Entries for the Customer Initiative received beyond the Participant Voting Period as stated above, shall be rejected. Further, incomplete entries or entries where the prescribed format for sending the entry has not been followed shall also be rejected. No correspondence shall be entertained in this regard.
- HILL-MAX and/or its event partners and/or event managers/executors will in no event be liable for any damages whether direct, indirect, special, incidental, or consequential arising out of the Customer Initiative or use of the Prize /discount voucher given through instant engagement or use of the information shared by the Participant. In the event any disclaimer is held invalid, the liability of HILL-MAX and/or its event partners and/or eventmanagers/executors under this Customer Initiative shall not exceed the value of INR 500 (Indian National Rupees Five Hundred only).
- The Participant hereby agrees and undertakes not to hold HILL-MAX and/or its event partners and/or event managers/executors and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that the Participant may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of participation in the Customer Initiative or related to the Prize/discount voucher in any manner whatsoever.
- This Customer Initiative shall be governed by and construed in accordance with the laws of India. Any disputes, differences and/or any other matters in relation and arising out of this Customer Initiative and/or pertaining to the rules and regulations of this Customer Initiative shall be referred to a sole arbitrator appointed by HILL-MAX in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and any subsequent amendment thereof. The arbitration proceedings shall be held in English and the seat of arbitration shall be at New Delhi. The arbitral award shall be final and binding.
- All disputes shall be subject to exclusive jurisdiction of New Delhi courts only.
- In accordance with the applicable laws, for any grievance, you may reach the grievance officer of HILL-MAX at [privacy@Hill-Max.com](mailto:privacy@Hill-Max.com)
- The Privacy Policy located at [https://www.hill-max.com/legal/in/eng/privacy\\_policy.html](https://www.hill-max.com/legal/in/eng/privacy_policy.html) shall form an integral part of this T&C.