

Terms and Conditions for Virtual Reality Gaming Contest (“Contest”)

Participation in the Contest shall be subject to the following Terms and Conditions (“T&Cs”):

- Contest is designed to provide experience of cricket via virtual reality , which is a simulated experience that employs pose tracking and 3D near-eye displays to give the user an immersive feel of a virtual world, entertainment (particularly video games) (“VR”) organized by IndusInd Bank Limited (“IBL”) to any person i) who are desirous to play cricket virtually in the ground ii) clears the Eligibility Criteria (defined below), wherever the ICC Men’s Cricket World Cup India 2023 is organized ((*the “Participant/s”*)).
- The VR gaming shall have two different activities which is provided in Contest Details (defined hereinafter).
- Participant agrees and acknowledge that the time shall be determined by IBL’s timekeeping systems, and IBL may also rely on the time processing functions of third parties. IBL shall have the sole discretion in determining the timeliness of any action or inaction related to VR.
- These terms and conditions and Contest Details shall together constitute the entire understanding with respect to the Contest (“T&C”).
- The eligibility criteria for Participants are as follows:
 - (i). Anyone who has attained 18 (eighteen) years of age.
 - (ii). Anyone who is not prohibited under the applicable law/s of any jurisdiction to participate in the Contest.
 - (iii). Anyone who is an Indian citizen, not being a Non-Resident Indians (NRI), Overseas Citizen of India (OCIs) or a Person of Indian Origin (PIO).
 - (iv). Anyone who is not associated with IBL or an employee, director, contractor, service provider, agency, firm or company engaged by IBL (including being a supplier of Prizes) or in any manner related to the Contest.

(hereinafter referred to as “*Eligibility Criteria*”)

- The Contest is in no way endorsed, sponsored or administered by ICC in any capacity. Any instructions on how to enter into this Contest is set out in promotional material published by IBL which forms part of these T&C. If there is any inconsistency between these T&C and information or instructions set out in the promotional material, then these T&C will prevail to the extent of the inconsistency.

- The details of the Contest available as below:

Activity 1 – VR Experience

- An interactive & Immersive Virtual Reality gaming experience where people get a chance to showcase their cricketing skills.

Rules of the Game:

- Everyone gets a chance to play 6 balls to score the highest runs.
- Their scores are recorded on the VR Game along with the number of boundaries (4's) and sixes they score.

Winner Selection for Upgrade your Experience / Life:

- First, Criteria – Highest Runs Scored
- Second, (In case of a Tie) - We will look at people who have scored maximum 4's.
- If that is also the same then we count the no. of 6's
- If it's Still a Tie – The person who got registered first out of the lot will be declared as the winner
- The winner will be announced after the first 15 overs
- In the event that the winner cannot be located through their provided phone number, SMS communication, and seat number, IBL reserves the right to proceed with engaging an alternate participant as deemed necessary and appropriate.
- Contest Reward (Prize): Upgraded Match Ticket to the ICC Men's Cricket World Cup India 2023 ("**Match Ticket**") will awarded to the Participant/s who win/s the Contest subject to the sole discretion of IBL and subject to applicable law/s ("**Winner/s**").
The exact match to which the Match-Ticket pertains will be allocated by IBL and it is clarified that the Participant does not have any choice to pick the same.
- If the match tickets are not available, IBL shall has the sole discretion to decide the contest reward which may be in the form of merchandise as well.

Activity 2 – Hit the Wicket

Rules of the Game:

- Everyone gets a chance to throw 6 Balls & hit the wicket as maximum number of times.
- 2 creases will be drawn on the pitch.
- People must bounce the ball twice (once before each crease) and hit the wicket/s the maximum number of times.
- The scores at the end of the game are recorded by the promoters.

Winner Selection for Upgrade your Experience / Life:

- First, Criteria – Who ever achieves to hit the wicket the maximum time
- Second, (In case of a Tie) - The person who got registered first out of the lot will be declared as the winner
- The winner will be announced after the first 15 overs
- In the event that the winner cannot be located through their provided phone number, SMS communication, and seat number, IBL reserves the right to proceed with engaging an alternate participant as deemed necessary and appropriate.
- Contest Reward (Prize): Upgraded Match Ticket to the ICC Men's Cricket World Cup India 2023 ("**Match Ticket**") will awarded to the Participant/s who win/s the Contest subject to the sole discretion of IBL and subject to applicable law/s ("**Winner/s**").
The exact match to which the Match-Ticket pertains will be allocated by IBL and it is clarified that the Participant does not have any choice to pick the same.
- If the match tickets are not available, IBL shall has the sole discretion to decide the contest reward which may be in the form of merchandise as well.

➤ Conditions relating to Prize:

- (i). IBL shall not be held responsible for any deficiency, defect, inadequacy, or irregularity in the Prize(s). The Winner(s) may not exchange or assign the Prizes and shall not be entitled to any compensation whether in cash or kind from IBL.
- (ii). No portion of the Prizes offered under the Contest is redeemable for cash or kind from IBL. The Prizes are also not refundable or transferable and cannot be exchanged.
- (iii). No Prize will be awarded to the Winner if the information presented by Winner is found misrepresented to IBL.
- (iv). In the event of death of the Winner, no claim from the nominee or legal heirs of the Winner shall be entertained for receiving the Prize.
- (v). The Prizes shall be provided to the Winner/s on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and IBL and/or its associates, affiliates and/ or its management, directors, officers, agents, representatives shall not be held responsible or liable in relation to the Contest or for any kind of consequential damages/ loss, in any manner whatsoever.
- (vi). No request for change in the match-ticket, specifications etc. of the Prize shall be entertained.

- (vii). It is to be noted that in the event the Winner does not take the Prize in the time and manner stipulated, then the Prize shall be forfeited by the Winner and cash or any monetary benefits in kind shall not be awarded in lieu of the Prize. Prizes must be taken as offered and cannot be varied.

➤ **GENERAL CONDITIONS:**

- (i). IBL reserves the right to disqualify any Participant from the Contest if, in IBL's sole discretion, IBL reasonably believes that the Participant/s has attempted to undermine the legitimate operation of the Contest by annoying, abusing, threatening or harassing any other Participant/s.
- (ii). Privacy: By entering into the Contest, Participant/s agree to the transmission, consent, processing, disclosing and storage of personal data by IBL and its associates in accordance with applicable laws. Participants agree that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by IBL and/ or authorised representative/s of IBL for the purposes of conducting and administering the Contest.
- (iii). Publicity: By entering the Contest, the Participant/s permit IBL to collect any such information, photograph, video clip etc. from the Participant for publication or sharing for the promotional requirement of the IBL with respect to the Contest.
- (iv). Elimination: Any false information provided within the context of the Contest by Participant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these T&C (or the like) may result in the immediate elimination of the Participant from the Contest.
- (v). Internet and Disclaimer: IBL and / or authorised representatives of IBL shall not be responsible for any malfunction of the VR, social media or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, answers to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, network connectivity problems, hardware or software failures of any kind.
- (vi). IBL accepts no liability, for any errors or omissions, whether on behalf of IBL or its authorised representatives or third-party service providers (if any) in relation to the Prizes. IBL, its authorised representatives and the third-party service providers will

not be responsible for any late, lost, misrouted, or distorted or damaged transmissions or entries by Participants.

- (vii). IBL reserves the right at its sole discretion to terminate, cancel, modify or suspend the Contest at any time without prior intimation to the Participant/s. IBL reserves all its right to disqualify any Participant/s who tampers with the submission process or any other part of the Contest.
- (viii). This Contest is governed by the laws of India, and only the courts of Mumbai, India will have exclusive jurisdiction to try any dispute arising from this Contest.
- (ix). If any provision(s) of these T&C are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect, to the extent permitted by applicable law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Participants expressly waive any and all such rights.
- (x). By participating the Contest, the Participant/s agree and confirm that they have not violated or infringed any copyrights, trademarks or design or any other intellectual property laws and that the Participant/s are fully responsible and liable for the same at all times.
- (xi). By participating in the Contest, the Participant/s agree/s and confirm/s that the Participant/s shall be solely responsible and liable for any risks of death, injury or damage by usage of any equipment/s utilised in the Contest and/or otherwise in the course of the Contest, and that the Participant/s agree/s and confirm/s to not hold IBL responsible or liable for the same.
- (xii). By participating in the Contest, the Participant shall be deemed to have agreed, accepted and consented to: (a) These T&C applicable to the Contest (b) any other terms and conditions which are mentioned in Contest Details (c) the decisions of IBL, which are final and binding on all matters relating to the Contest. (d) Terms and conditions governing access and usage of the social media site (e) all applicable laws, regulations, rules, gazette notification/s that govern the Contest and that govern sub-clauses a), b) c) and d) in this para.