

CONTEST TERMS AND CONDITIONS

These terms and conditions (**Terms**) are applicable to and govern the various contest/ sub-contest (“Contest”), organized and conducted by **Everroam Travel Marketing Pvt Ltd** (“ETMPL” / “**Organizers**”) with respect to **The Gypsy Travel Festival** (“Event”), being organized on _7th _____ and 8th February _____ 2026, in Mumbai, Maharashtra through its official social media handles and/or via on ground activities prior or during the Event.

By participating in a Contest, during the Contest Period, for each applicable Contest, the participants agree to abide by and be bound by these Terms. (“Participant(s)” / “Winner(s)” / “You”)

ETMPL reserves the right to modify these Terms and/or the terms of any Contest, without any prior notification.

Each Participant(s)” / “Winner(s) is advised to regularly review these Terms and/or the terms of any Contest. If, any Participant does not agree with any of the Terms and any amendments thereto, then You must not participate in any Contest.

General Terms of the Contest:

1. You should be 18 years and above and have an active mobile number to participate in any Contest.
2. You should have an account on the social media platform Instagram/ Facebook and follow the official account of the Event.
3. Depending on the terms of each Contest, each Participant is permitted either ONE or MULTIPLE entries into any Contest during the Contest Period. Dummy entries or false entries are not permitted.
4. Each Contest shall have its own specific requirements/criteria, which a Participant will need to fulfil during the Contest Period, in order to have a valid entry into the Contest. Participant entries which do not achieve the applicable criteria, shall be automatically disqualified by ETMPL. When fulfilling any criteria or requirements of any Contest, each Participant shall solely be responsible for complying with all rules/community guidelines/policies, of the social media platforms and ETMPL shall be responsible in any manner whatsoever, for any consequences which may arise, due to such non-compliance.
5. Each Contest shall run for a specific duration (“Contest Period”). ETMPL reserves the right to modify /cancel /cut short and/or extend the Contest Period for any Contest, as deemed appropriate, without assigning any reasons or explanation to any Participant.
6. Each Participant participates in any Contest on their own free will and ETMPL is not in any way obligated or liable for any cost, expense or loss that a Participant may suffer or incur and nothing is payable or reimbursable to any Participants for participating in any Contest.
7. Employees of ETMPL, its group companies, affiliates and their direct relatives are not eligible to participate in the Contest.
8. Each Contest shall be governed by the specific terms of the Contest as set out below. Each Participant is requested to read and acquaint himself/herself, with the terms of the specific Contest he/she intends to participate, prior to participation.
9. The Winner of each Contest shall be announced as per the terms of the specific Contest. A Winner can be chosen by ETMPL through a random draw selection or selection via an influencer or by a panel of members. ETMPL shall not entertain any questions, regarding why or how a particular Winner was chosen or not chosen.
10. In case, it is mandated that the physical presence of the Winner is required at the Event, when the Contest Winner is announced, then such presence is mandatory to receive the prize. In case, a Winner is not present, then, ETMPL shall be at liberty to proceed to announce an alternate Winner in lieu thereof.

11. In case a prize is unclaimed by the Winner or ETMPL is unable to contact the Winner on his/her mobile number, then it will result in forfeiture of the prize by the Winner and ETMPL shall not entertain any claims in this regard thereafter. ETMPL shall be at liberty to announce alternate winner/s
12. Any Prize cannot be transferred or assigned to any third party for any reasons whatsoever.
13. Incases where there is vouchers and/or merchandise and/or Gift hampers offered as prizes, there is no alternative prizes or cash substitution, cash redemption or cash value in lieu of the respective prize.
14. Incases, where cash prize is offered as a prize, ETMPL shall pay such prize money to the Winner, in accordance with applicable law including but not limited to any deductions under applicable law. Any/All taxes, levies and charges relating to the prizes will be borne by the Winners.
15. ETMPL gives no warranty and shall not be liable in any manner whatsoever for the quality, warranty or replacement of the Prize and/or after sale service related to any prize.
16. ETMPL reserves the absolute right to disqualify any Participant, if it considers that a Participant has used improper/unfair means to participate in any Contest and/or any information provided by a Participant is found to be incorrect, inaccurate, false, misleading in any manner or the Participant indulges in misconduct, unacceptable behavior or due to any other reason.
17. ETMPL's decision on any Contest shall be final and binding on a Participant and/or the Winner.
18. ETMPL, its directors, employees, affiliates, agents and representatives shall in no manner whatsoever shall be responsible and/or shall not be held liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury, death, mental trauma or loss of, or damage to property, caused to the Participant (including Winners) in connection with any Contest or the prizes related to the Contest.
19. ETMPL, its directors, employees, affiliates, agents and representatives shall not be responsible or liable for for any injury, loss or damage caused to a Participant or any third party due to the Participant's participation in any Contest.
20. ANY CONTEST, PRIZE AND OTHER RELATED OR INCIDENTAL SERVICES THERETO ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ETMPL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ETMPL SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE EVENT, WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE CORRECTED, AND (C) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY. NEITHER ETMPL NOR ITS SERVICE PROVIDERS OR PARTNERS WILL HAVE LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE ARISING OUT OF OR RELATING TO THE PRIZE, THESE TERMS ETC, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHERWISE.
21. Each Participant on submission of his or her Personal Data, grants his/her irrevocable consent, to collection and processing of Personal Data, by ETMPL and/or its services providers/Partners, in line with The Digital Personal Data Protection Act 2023. Each Participant acknowledges that ETMPL may share the Personal Data, with its service providers/partners for the purpose of ensuring proper services/facilities to the Participant. Each Participant further consents to ETMPL service providers/partners contacting the Participant and/or sending any written communication/notification through messages and/or email. Each Participant is encouraged to read ETMPL's Privacy Policy as published on its website.
22. By participating in any Contest, each Participant grants ETMPL a royalty-free, irrevocable, worldwide, exclusive right to use any Participant submitted data in any manner it deems appropriate, with or without giving credit to the Participant

23. By participating in any Contest and /or winning any Contest, the Participant/Winner grants ETMPL a perpetual royalty free irrevocable worldwide, exclusive right to use the Participant/Winners attributes: name, likeness, signature/ photograph including any past or existing credentials and/or social media handles, for the purposes of promotion of the Event and/or the Contest.
24. By participating in any Contest and /or winning any Contest, the Participant/Winners grants ETMPL a perpetual royalty free, irrevocable worldwide exclusive right to conduct interviews, shoot, record, take photographs of the Participant/Winner, jointly or severally as required for the purpose of the promotion of the Contest and/or the Event and/or use, permit to use of any Participant Information for any other Contest or promotions, which shall include but not limited to trade publications, press releases, releases on digital platforms, ETMPL Website/official accounts on social media platforms and/or any other media platform
25. Each Participant indemnifies ETMPL, its employees, officers, directors, contractors, contest partners, contest sponsors in relation to any Contest and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including reasonable legal costs) arising out of or in connection with any or all claims, that may be brought against ETMPL by any third party in connection with a Participants participation in or winning the Contest, which is inconsistent with any of the representations made by a Participant and/or information provided by a Participant hereunder, due to breach of any third party rights including intellectual property rights, due to any willful misconduct, fraud or malfeasance and shall reimburse ETMPL for any such loss, costs, expense, or damage to which said indemnity applies. ETMPL shall give the Indemnifying Parties prompt written notice of any claim or actions covered by this indemnity, and Indemnifying Parties shall have the right, at its own expense, to participate in any such action.
26. The Participant grants the Event Organizers an irrevocable permission to monitor the Participant's social media account for ensuring compliance with the terms of the Contest. Participants shall refrain from making and/or publishing any negative or derogatory comments on any platform against the Event Organizers and/or the Event.
27. The courts at Mumbai shall have the sole and exclusive jurisdiction in all disputes arising out of any Contest.

CONTEST SPECIFIC TERMS

1. DISCOUNT VOUCHERS

In the event in any Contest, the winner is entitled to receive as a prize Discount Vouchers then the following terms shall be applicable:

- a) The Discount Vouchers for any purchase via any website/platform, can be used only on the website /platform as specifically issued during the validity of the Voucher e.g. Make my Trip voucher can only be on www.makemytrip.com
- b) The Discount Voucher for an offline on ground store can be used only for purchase at the store during the validity of the Voucher
- c) Each Voucher comes with a validity period, which shall be printed on the Voucher. The Winner shall be solely responsible for ensuring the usage of the Voucher during the validity period. In the event the Winner fails to use the Voucher during the validity period, then ETMPL shall not be responsible and liable to re-validate the Voucher and/or compensate the Winner by any alternate methods.
- d) The Voucher are issued by the brands and the T & C's of the brands as may be published on the Voucher and/or their respective website shall be applicable towards any purchase. The Winner acknowledges that ETMPL has no role to play in any T & C's of the Voucher and therefore, in the event any Winner fails to adhere to any T&C's of the brand, resulting in the brand refusing to honor the Voucher, then ETMPL shall not be responsible in any manner whatsoever.

2) HOTEL / RESORT/ WELLNESS VOUCHERS

In the event in any Contest, the winner is entitled to receive as a prize Hotel/Resort/Wellness Vouchers then the following terms shall be applicable:

- a) The Hotel/Resort/Wellness Voucher for any purchase can be used only at the Hotel/Resort/Wellness center as specifically issued, during the validity of the Voucher
- b) Each Voucher comes with a validity period, which shall be printed on the Voucher. The Winner shall be solely responsible for ensuring the usage of the Voucher during the validity period. In the event the Winner fails to use the Voucher during the validity period, then ETMPL shall not be responsible and liable to re-validate the Voucher and/or compensate the Winner by any alternate methods.
- c) The Voucher are issued by the respective Hotel/Resort/Wellness brands and the T & C's of the such brands, as may be published on the Voucher and/or their respective website shall be applicable. The Winner acknowledges that ETMPL has no role to play in any T & C's of the Voucher and therefore, in the event any Winner fails to adhere to any T&C's of the brand, resulting in the brand refusing to honour the Voucher, then ETMPL shall not be responsible in any manner whatsoever.
- d) Winner shall be solely responsible for making the necessary and appropriate travel arrangement at his/her own cost, towards redeeming the Hotel/Resort/Wellness Voucher. ETMPL shall not be liable to reimburse or compensate the Winner, towards any expenses incurred in this regard.

3. MONETARY PRIZE

In the event in any Contest, the winner is entitled to receive a Monetary prize then the following terms shall be applicable:

- a) ETMPL shall make payment of the Monetary Prize, after deduction of any applicable taxes.
- b) The Winner is solely responsible for complying with any applicable laws, in relation to the Monetary Prize won and shall indemnify and hold harmless ETMPL from any claim or liability that may arise from the authorities due to non-compliance by the Winner
- c) All Monetary Prizes shall be paid either by cash or direct deposit in the account of the Winner.

3) GIFT HAMPERS / SWEEPSTAKES/ GIVE-A-WAYS / PAID TRIPS ETC

In the event in any Contest, the winner is entitled to receive Gift Hampers/Sweepstakes/Give-A-Ways/Paid Trips etc then the following terms shall be applicable:

- a) All Gift Hampers/Sweepstakes/Give-A-Ways/Paid Trips etc shall be made available on "As is" basis. No Gift Hampers/Sweepstakes/Give-A-Ways/Paid Trips can be exchanged/changed or cash received in lieu thereof
- b) Winners are strongly advised to read the contents of all the products in the Gift Hampers before usage or the terms and conditions of the Sweepstakes/Give-A-Ways/Paid Trips etc, before redeeming.
- c) ETMPL shall not be responsible or liable in any manner whatsoever, in the event, the usage of products results in allergies or reactions or adverse health conditions.
- d) ETMPL shall not be responsible or liable in any manner whatsoever in the event, the terms and conditions of the Sweepstakes/Give-A-Ways/Paid Trips etc are not favorable to any winner or upon redemption there is any injury or damage or loss or life or limb to the Winner.
- e) ETMPL shall not be liable for any product deficiency and for any such issues the Winner should reach out to the manufacturer as per the terms of the warranty.
- f) Adequate self insurance coverage shall be procured by the Winner at any given point of time, when utilization of any Gift Hampers/Sweepstakes/Give-A-Ways/Paid Trips etc

4) ON THE SPOT CONTEST/VOX POX CONTEST

In such Contest, the winner is entitled to receive on the spot prizes, as may be made available by ETMPL. The nature of the Prize offered in such Contest shall be as per the discretion of ETMPL
