

### **Term and conditions for Christmas Contest**

The following terms and conditions (“**T&C**”) shall govern the relationship between Sobek Auto India Private Limited (hereinafter referred to as “**Company/ OLX/ OLX India**”) and the users of OLX platform who are eligible to participate in the contest (**Contestant**) and shall be applicable to the ‘ChristmasContest’ organized by the Company (hereinafter referred to as “**Contest**”) that shall be available on the OLX India Platform (hereinafter collectively referred to as “**OLX Platform**”) as per the details mentioned below:

General Terms and Conditions:

#### **PART - I**

1. The Contest shall be promoted on the OLX Platform, which begins at 00:00 hours on 17<sup>th</sup> December 2025 and ends at 23:59 hours on 21<sup>st</sup> December 2025 (hereinafter referred to as ‘**Contest Period**’), unless otherwise modified by the Company.
2. Participation in the Contest is voluntary. By participating in the Contest, the Contestant shall be deemed to have read, understood and unconditionally accept these terms and conditions of the Contest and further agree to be irrevocably bound by these T&C.
3. Eligibility Criteria and how to participate in the Contest is set-out as follows:
  - 3.1. Contestant must be a subscribed user of OLX Platform;
  - 3.2. Contestant must be a citizen of India;
  - 3.3. Contestant must not be a resident of the State of Tamil Nadu;
  - 3.4. Contestant must not be an employee of OLX India.
  - 3.5. Contestant must make a listing on OLX Platform during the contest period i.e., 17<sup>th</sup> December 2025 to 21<sup>st</sup> December 2025
  - 3.6. Qualified users will receive a quiz through Push notification.
4. The eligible participants shall receive a quiz/questionnaire to demonstrate their skills through push notification/ message on their WhatsApp number after the window closure every day.
5. The Company and its panel of judges will review, judge and select the winners randomly out of all the eligible entries. All eligible entries submitted will be individually judged by the Company and its panel of judges at their sole discretion.
6. The winning Contestants of the Contest shall be announced within 48-72 hours, who would then be communicated through call/ Whatsapp or SMS to the registered contact number of the winners for their confirmation to claim the eligible prize. The daily prizes for 8 consecutive days wherein 8 fortunate winners per day, each shall be receiving a SONY EARBUDS and 1 fortunate winner shall be receiving an IPHONE 17 [256 GB].
7. Prizes exceeding Rs. 10,000 will incur a TDS of 31.2%, which shall be borne and paid by the winner prior to the handover of the prize, failing which the Company shall have right to withdraw the prize at its own discretion. The corresponding credit of the TDS so deducted shall be available to the winner in their PAN account in accordance with applicable law.

8. Subject to the submission of the valid legal id proof, the winning Contestant's reward shall be dispatched within 30 days upon confirmation of details.
9. This Contest is in no way sponsored, endorsed or administered by any other social media platform. The Contestant will be providing their information to the Company. By participating in the Contest, the Contestant hereby consents to allow the Company and its authorized service providers to access information of the Contestant on the OLX Platforms of the Company or anywhere else for the purpose of this Contest.
10. By participating in the Contest, it would be deemed that the Contestant agrees to have given permission to the Company to contact them through call, SMS or email for the purpose of announcing them as winners and use their contact details shared by the contestant to send out any promotional and advertising communications relating to any products marketed, distributed and/or supplied by the Company directly or by its representative, partners etc. The Contestant unconditionally agrees not to make any claim or raise any complaint against the Company and/or its officers, directors, employees, group company or any authorized third-party agency in this respect.
11. All winning Contestants are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by the Company to ensure complete compliance with program's terms and conditions. The Company reserves the right to verify the winning Contestant's details either on their own or through its authorized agency / person and the winning Contestant shall provide all necessary assistance in such verification. In exercising this right, the Company may ask the winning Contestant to provide any documentary or other form of evidence regarding the information submitted by the winning Contestant, and if such evidences fail to substantiate the information provided by the Contestant to the Company, then the Company in its sole discretion, shall have the right to disqualify the winning Contestant(s) without any liability.
12. The Company reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof at its sole discretion at any time during its validity and without notice, as shall be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and/or force majeure events and the same shall be binding on the Contestants.
13. Suspected or actual fraud and/or suspected or actual abuse relating to the Contest, by way of fake or duplicate profile or profiles may result in disqualification of the Contestant's participation in the Contest in addition to any other rights or remedies available to the Company whether in law or equity against the Contestant.
14. Failure by the Company to enforce any of its rights at any stage against Contestant does not constitute a waiver of those rights.

15. **Limitation of Liability:** Except for any liability that cannot be excluded by law, the Company (including its Directors, officers, employees and agents) excludes all liability for any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Contest.
16. **Severability:** If any terms and conditions of the Contest are found to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions, unless it is practically not possible to administer the Contest.
17. Decision of The Company on all aspects including with regard to administering the Contest shall be final and binding on the Contestant.

## **PART – II**

### **Representation and Warranties by Contestant:**

18. Contestant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/ or entering into the Contest the Contestant warrants that all information provided by the Contestant regarding its name, age, state, city, address, phone number, etc. (as applicable), is true, correct, accurate and complete and that the Contestant is authorized to provide such information and consents to the use of such information by the Company and/or its authorized service provider for the purpose of the Contest.
19. Contestant agrees not to post images, testimonial, stories and content and all/any tweet and/or post appearing in social media platform which : (a) are harmful, threatening, abusive, harassing, blasphemous, objectionable, defamatory, vulgar, pornographic, pedophilic, invasive of another's privacy, hateful, ethnically or otherwise objectionable, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; (b) cause annoyance or inconvenience or deceive or mislead the Customer about the origin of such Content which is grossly offensive or menacing in nature; (c) belong to another person or entity (d) are adverse, offensive / derogatory reference to Corporations or Brands; (e) are adverse, offensive / derogatory reference to any personality, living or dead; (f) be adverse, offensive / derogatory reference to communities, living or extinct (g) be/have adverse, offensive / derogatory reference to any city, building, geographical feature, etc. that can be singularly / uniquely identified in the world (h) have adverse, offensive / derogatory reference to any gender (i) have adverse, offensive / derogatory reference to animals; (j) have adverse, offensive / derogatory reference to physical / racial attributes; (k) be lascivious or appeals to the prurient interest or the effect whereof is such as to tend to deprave or corrupt any person; (l) whose presentation, dissemination or disclosure whereof, infringes any patent, trademark or any intellectual property right or confidentiality obligation; (m) be declared by the Company acting in its sole discretion, to be opposed to standards of morality or decency, or to be opposed to public policy or to the Company's internal code of conduct or other policies/guidelines adopted by the Company, (n) shall be adverse, offensive / derogatory reference to any other companies, organizations, religious associations, political parties, governments (state and central), anyone's private life, any other

commercial and non-commercial entities; (o) shall be such which could give ground for action for defamation or misrepresentation or breach of confidence or breach of copyright or is otherwise offensive to the public; (p) such that communicates words, which incite terrorism, the misuse of weapon, or encourage or incite a person to commit criminal offence; (q) is such that suggest or encourage or incite any person to use harmful substance or engage to dangerous practices; (r) is such whose purpose either directly or indirectly is to promote the sales of goods or services shall bear an identification stating that the message or program is an advertisement and the content of the message or program is an advertisement.

20. Contestant agrees that the Company shall have sole rights to all images, photographs, testimonial, stories and content created and shared by the Contestants and to any other information posted by Contestant relating to or during the course of their participation in the Contest.
21. Contestant agrees and consents that any and all information submitted by the Contestant including but not limited to the submissions and personal information of the Contestants may be required to be shared with other third parties engaged by the Company, for the purposes of verifying and/or audit the authenticity of the content received from the Contestants.
22. Contestant gives the Company the right to publish and broadcast anywhere in India or across India, for editorial, advertising, promotional, marketing and/or other purposes and in any media, Contestant's and/or winner's name, image, and/or photographs of the Contestant (except where prohibited by law).
23. Contestant agrees that the Company shall not be liable for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession, or use of any prize (except any liability which may not be excluded under applicable law).
24. Contestant hereby agrees to indemnify and keep the Company, its associated companies, and their respective directors, officers, employees, contractors and agents, indemnified against any and all losses, claims (including but not limited to third party claims), injuries, costs, fees, fines, penalties, taxes, charges and any other liability arising out of any act of omission, commission, fraud, negligence or misconduct by the Contestant.

### **PART - III Disclaimer**

25. The Company shall not be responsible for system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or other technological difficulties or any other force majeure event that may prevent a Contestant from participating in the Contest. Further, the Company and/or its authorized service provider will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or content or prizes; (c) any computer or communications related malfunctions or failures;

(d) any disruptions, losses or damages caused by events beyond the control of the Company; or (e) any printing or typographical errors in any materials associated with the Contest.

26. The Company has the right to cancel content submitted by any Contestant that contains incomplete information or illegal contents (statements of a racist, sexist or defamatory nature) or statements glorifying violence which could be construed as deriding or insulting or similarly offending specific individuals or groups.
27. In the event that the Contest is considered, declared or deemed void in any state under the governing law, then the Company shall not be liable to provide any free cash-back, gift(s) or compensation to the Contestant on any account.
28. Failure by the Company to enforce any of its right at any stage shall not constitute a waiver of those rights by the Company.
29. The Company reserves the right to amend and/or supplement these T&C without any prior intimation, as it may deem appropriate. Any such changes shall be deemed effective with immediate effect and the Contestant shall be deemed to have consented thereto.
30. In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Contest, these T&C shall prevail over all such other instructions, rules and conditions or any other document or agreement.

#### PART - IV

31. **Governing law and Jurisdiction:** These T&C shall be governed by the laws of India and the appropriate courts at Gurugram shall have exclusive jurisdiction in respect of all the subject matter with relation to the Contest.
32. **Force Majeure:** The Company reserves the right to modify or cancel the Contest at its sole discretion in the event of any force majeure events including but not limited to natural disasters, terrorism related risks, civil war, government actions or any reasons, which in the opinion the Company may adversely affect the Contest or if continuity of the Contest is not be commercially viable to the Company or for any other circumstances beyond the reasonable control of the Company.
33. **Survival:** These T&C shall continue to prevail even after the expiry of the Contest Period.