

**Ather Energy Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered address at 3<sup>rd</sup> Floor, Tower D, IBC Knowledge Park, Bannerghatta Main Road, Bangalore – 560064 (hereinafter referred to as “**Ather**” or “**We**” or “**Our**” or “**Us**”) will deliver the Ather branded electric scooter, Ather 450X (“**Vehicle**”) as a winning prize (“**Prize**”) to the winner (hereinafter referred to as “**Winner**” or “**You**” or “**Your**”) of the Gujarat Titans’s contest #HookStepChallenge (“**Contest**”) subject to Ather's terms & conditions (“**Terms**”).

1. By participating in the Contest, every user/participant/winner of the Contest hereby acknowledges and accepts Ather's Terms mentioned herein below.
2. In the event these Terms are not acceptable to You, or You are a person who is not competent under the applicable laws to enter into these Terms, please do not proceed to participate in the Contest.
3. Ather will deliver the Vehicle as a Prize to the Winner of the Contest only in a city where Ather has its sales and service station as of 15th April 2022.
4. The Vehicle will be delivered only at Ather's authorized experience center within sixty (60) days from the date of the announcement of the Winner. The Vehicle shall be delivered to the Winner only upon completion of the formalities. Ather will not be liable for any claims, damages, losses, costs or expenses incurred/suffered by the Winner due to delay in delivery of the Vehicle for any reason whatsoever.
5. Ather will not be able to service the Vehicle outside of the serviceable areas. Please contact Ather's customer care on 080 66465757 or write to Us at [info@atherenergy.com](mailto:info@atherenergy.com) to check if Your area is serviceable by Ather.
6. Ather will only bear the Ex-Showroom (post- FAME II subsidy) cost of the Vehicle. All additional expenses such as Registration, RTO charges, Insurance charges, Road Tax, Local taxes, as applicable and government subsidy if any will be borne by the Winner.
7. Any Accessory, Merchandise, Add-on features, Subscription pack or installation of the Vehicle charging equipment will not be included in this Prize. Should You choose to purchase any of these additional benefits, You will be required to pay separate/additional charges as required.
8. Ather or its authorized representatives may conduct an inspection at the location provided by You, for installation of the Vehicle charging equipment if specifically requested by You. The installation of the Vehicle charging equipment may entail additional costs to You, as may be determined by Ather and informed to You, during such inspection or at

the time of installation. You shall be responsible to procure all permissions, permits and/or any other requirements under applicable law, including requirements under apartment association byelaws, housing society rules etc., for the installation of the Vehicle charging equipment at such locations.

9. You will be required to share mandatory documents/details such as Aadhar Card, Form 16, contact details or any additional information, for Ather to deliver the Vehicle. You represent and warrant that all such information and documents will be true, complete and accurate. You shall promptly notify Us of any change in the information provided by You to allow Us to update Our records.
10. All collection, storage, use and disclosure of any information provided by You and/or shared by third party will be in accordance with Our Privacy Policy available at <https://www.atherenergy.com/policy>. Ather's Privacy Policy is incorporated by reference and will be a part of these Terms in the form published on its website or notified otherwise to You. You are advised to review Our Privacy Policy to understand Our internal policies and practices. The personal information / data provided to Us by You for the delivery of the Vehicle will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If You object to Your information being transferred or used, please do not participate in this Contest.
11. You hereby agree to receive communication including but not limited to email communication/newsletters (promotional and marketing emails), WhatsApp messages, mobile SMS, call etc. from Ather from time to time. You further expressly waive Do Not Call (DNC)/ Do Not Disturb (DND) registrations on Your phone/mobile numbers for contacting You for such promotional/marketing purposes.
12. The Vehicle would be given to the Winner on an as is basis and under no circumstances Ather will either replace or entertain any claims regarding its quality, delivery etc. The Prize is non-transferable in nature, and it cannot be exchanged for cash or any other gift.
13. Ather will deliver the Vehicle as a Prize only to the Winner of the Contest and You shall not transfer or assign any rights associated or granted to You under these Terms to any third party. Ather shall have a right to assign any or all of its rights and obligations under these Terms to any of its affiliated entities without obtaining Your prior written consent.
14. Ather shall not be liable for any dispute on choosing the winner(s), Ather shall only be responsible for delivering the Vehicle as a Prize to the Winner of the Contest solely on the advice of the Gujarat Titans.

15. These Terms are governed by and construed in accordance with the laws of India. The Winner hereby agrees, as We do, to submit to the exclusive jurisdiction of the courts at Bangalore in case of any dispute. In no event shall Ather Energy Private Limited be liable for any special, incidental, indirect or consequential damages of any kind in connection with these Terms, even if the Winner has been informed in advance of the possibility of such damages.
16. Disclaimer of Warranties and Liabilities: We expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or the content (including product information and/or specifications) on Our website. While We have taken precautions to avoid inaccuracies in content, Our website/applications/forum, all content, information, software, products, services and related graphics are provided as is, without warranty of any kind.
17. You hereby expressly releases Ather and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the Gujarat Titans and specifically waiver any claims or demands that You may have in this behalf under any statute, contract or otherwise. Identifying any kind of vulnerability may not entail Ather to reward You. However, the same shall be subject to Ather's sole discretion and policies.
18. Ather will not be liable for any failure or delay in performing any of the obligations under these Terms, in whole or in part, or for any losses incurred or suffered by You by reason of such failure or delay, if and so far as such failure or delay is directly attributable to a Force Majeure Event. For the purpose of this clause, a force majeure event includes civil commotion, sabotage, lockout, strikes or labour disturbances, fire, flood, earthquakes, any other acts of God, explosion, break out of communicable disease, epidemic, pandemic, war, acts of public enemies, quarantine restrictions, any action of the Governmental Authority or absence of usual means of communication or transportation, or any other cause whether of the same or of a different nature, unavoidable or beyond the control of Ather (each a "**Force Majeure Event**").
19. Except as expressly provided herein, the rights, powers and remedies provided in these Terms are cumulative and not exclusive of any rights, powers and remedies provided by Law.
20. Please be informed that Ather or its Retail Partner currently deliver the Vehicle only in the territories where Ather offers its products and services.

21. Disclaimer: The Vehicle will in all material aspects be similar to the Vehicle presented or advertised in marketing or promotional campaigns. However, in view of Ather's endeavours to continuously innovate and improve its products, Ather reserves the right to modify or alter the specifications, features and/or design of the product without prior notice and without any liability.