Terms & Conditions

1. The Organiser of the CBS with Equalizer Test Yourself Quiz is __Honda Motorcycle and Scooter India Pvt. Ltd ("Organiser") (hereon called HMSI). All activities in relation to the participation and administration of the same shall be in accordance with the guidelines of the Organiser.

2. The "CBS with Equalizer Test Yourself Quiz" shall run from 01/01/2019 to 07/01/2019. ("The Participation Period"). HMSI can curtail or extend the Participation Period, as it deems necessary at any point of time during the CBS with Equalizer Test Yourself Quiz Period.

3. There will be no winner announcement, as this not a contest but CBS with Equalizer Test Yourself Quiz.

4. There are no prizes/giveaways for CBS with Equalizer Test Yourself Quiz as this is only voluntary participation and not a contest.

5. The CBS with Equalizer Test Yourself Quiz shall be valid in India only.

6. All personal details submitted must be accurate and complete and are subject to proof upon request by the Organiser. The Organiser reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entry not submitted in accordance with these Terms or which tampers with the entry process.

7. The participants hereby waive all rights and grant to HMSI or its affiliates or its parent Company, non-exclusive, unlimited, perpetual worldwide license to copy, modify and otherwise use and distribute their submission entry and/or photo and/or any element of the submission, in any and all media and in any publication whether online, offline or on the Internet.

8. HMSI does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the participants or furnish any reason or explanation at any stage.

9. HMSI may assign any or all of its rights under these Terms and Conditions to its affiliates without consent of the participants.

10. Participation in the CBS with Equalizer Test Yourself Quiz shall be construed as an acceptance of the Terms and Conditions stipulated herein.

11. HMSI also reserves the right to withdraw or discontinue with the CBS with Equalizer Test Yourself Quiz at any stage without any liability whatsoever to the participant and, or, anyone.

12. The participant undertakes and declares that he/she shall not use any unauthorized or pirated software. In the event, a participant is found to be doing so, it will be the sole responsibility of the participant and HMSI shall not be responsible for any liability arising out of such activity of the participant.
13. HMSI officials engaged in the organization and management of the CBS with Equalizer Test Yourself Quiz, including its directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any participant in respect of the CBS with Equalizer Test Yourself Quiz.

14. Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the CBS with Equalizer Test Yourself Quiz is in violation of Criminal and Civil Laws and should such an attempt be made, HMSI reserves the right to seek damages from any such participant to the fullest extent permitted by law.

15. No participation or other fee is required to be paid for participating in the CBS with Equalizer Test Yourself Quiz.

16. Nothing in the CBS with Equalizer Test Yourself Quiz shall affect any intellectual property rights of HMSI in any product or service, which may be the subject matter of the CBS with Equalizer Test Yourself Quiz.

17. HMSI reserves the right to withdraw or amend the terms of the CBS with Equalizer Test Yourself Quiz at any time during the CBS with Equalizer Test Yourself Quiz period, with retrospective effect, and does not take the responsibility for any loss or damage that any person / organization / Participant / nominee may suffer as a result of the CBS with Equalizer Test Yourself Quiz being withdrawn or its terms amended.

18. The Organiser shall not be held liable for (i) any delay in performing or partial or total failure to perform any of their obligations to the Participants under these Terms if such delay or failure is caused by circumstances beyond the reasonable control of the Organiser, its respective divisions, affiliates, authorized dealers/distributors, agents, including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or (ii) from any loss, damage to property, injury, or death resulting from or related to entrant's participation or inability to participate in this CBS with Equalizer Test Yourself Quiz, provided, however, that nothing in these Terms shall limit the Organiser's liability for death or personal injury caused by its own negligence, deceit or fraud.

19. Each provision excluding or limiting liability is to be construed separately and will apply and survive even if for any reason any of the other provisions are held to be inapplicable or unenforceable in any circumstances. Each of the provisions excluding or limiting liability will remain in force notwithstanding any termination of these Terms.

20. HMSI or its affiliates shall be entitled to use, in any manner, the name, photographs and other details of the selected Participant(s) or any likeness and status in any publication. By participating in the CBS with Equalizer Test Yourself Quiz, all
Participants hereby agree to the same. HMSI may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants.

21. Any personal information, including without limitation, the entrant's name, age, address (including postcode), telephone number and/or email address will be used solely in connection with this CBS with Equalizer Test Yourself Quiz and for any purpose for which the entrant specifically opts in and will not be disclosed to any third party except for any purpose for which the entrant specifically opts in. Any personal information held by the Organiser in respect of the CBS with Equalizer Test Yourself Quiz will be held on record for a reasonable period to fulfill the purpose for which such personal information was collected. If an entrant gives the Organiser permission to pass on his/her personal information to a third party via a specific express consent/opt-in mechanism, then the privacy policy of such third party handling the personal information shall apply and the handling of the entrant’s information by such third party shall no longer be the responsibility of the Organiser. Entrants have a right to access, correct and have their personal data deleted from the Organiser’s database. Entrants can exercise this right by sending a written request to HMSI.

22. In the event of any inconsistency between these Terms and any advertising, publicity and other materials relating to or in connection with the CBS with Equalizer Test Yourself Quiz, these Terms shall prevail. In the event of any inconsistency between these Standard Terms and Conditions and the CBS with Equalizer Test Yourself Quiz Details, the CBS with Equalizer Test Yourself Quiz Details shall prevail.

23. The Organisers reserve the right to terminate the CBS with Equalizer Test Yourself Quiz or to modify the CBS with Equalizer Test Yourself Quiz rules and Terms prior to the Closing Date by amending the rules and Terms hereof at its sole and absolute discretion. Any such modifications shall be notified via the CBS with Equalizer Test Yourself Quiz Website, and such modifications shall be immediately effective and apply to all entries, including entries that have been submitted to the Organiser.

24. Any queries regarding the CBS with Equalizer Test Yourself Quiz should specify the name of the CBS with Equalizer Test Yourself Quiz and be addressed to HMSI customer care email id (customercare@honda2wheelersindia.com) and under whose jurisdiction this falls.

25. All disputes relating to the CBS with Equalizer Test Yourself Quiz shall be subject to the laws of India and at the sole and exclusive jurisdiction of Courts at Gurgaon.

26. This CBS with Equalizer Test Yourself Quiz is not applicable for the participants from the state of Tamil Nadu in view of the provisions of the Tamil Nadu Prize/ticket Scheme (Prohibition) Act, 1979, or any other state where such quiz/offers/schemes are expressly banned by the state laws.