

Timezone Gold Rush Contest Terms and Conditions:

1. Contest:

- a. The Gold Rush contest will be governed by these terms and conditions and is conducted by Timezone Entertainment Private Limited (Timezone).
- b. The Contest will commence at 00:00 hrs on 02nd April 2025 and conclude at 23:59 hrs on 13th April 2025 (Contest Period) and is aimed at identifying 5 lucky Blue Elite winners who have availed '**Blue to Gold 3500**' offer and upgraded their card to Gold Tier in the contest period.
- c. By participating in the Contest, each participant agrees to be bound by these terms and conditions.

2. Eligibility:

- a. All residents of the Republic of India aged 18 years and above (Eligible Participants) are eligible to enter the Contest.
- b. The campaign is open to guests who have registered their existing Timezone Blue Elite card via the Fun App or the web portal. Guest must update both their Mobile Number and email address on Fun App/Web portal.
- c. The contest is applicable to only those guests who have opted for our '**Blue to Gold 3500**' offer
- d. Employees, contractors and affiliates of Timezone and their respective immediate families (which term shall extend to include any spouse, ex-spouse, child, step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousin of the foregoing) are not eligible to participate in the Contest.

3. Entry:

- a. To participate in the Contest, an Eligible Participant must use their registered Timezone Blue elite card to reload the '**Blue to Gold 3500**' offer. Those who fulfil this requirement will be referred to as 'Entrants' in these terms and conditions.
- b. Each Entrant may reload the offer on multiple cards but he/she/they stands to win only once as the entry is allowed per guest and not per card.
- c. Each Entrant must keep their Timezone card as proof of their transactions and provide it upon request. If an Entrant cannot produce such proof, the prize will be forfeited.
- d. Timezone reserves the right to determine the nature and value of the prizes that may be won through the Contest and may amend or replace such prizes during the Contest Period.

e. Prizes are non-transferable, non-exchangeable, and non-refundable and cannot be combined or redeemed in connection with any other offer.

f. If, for any reason, a prize won by an Entrant is unavailable, Timezone reserves the right to replace the prize with a prize of equivalent or greater value.

g. Following the contest period Timezone will conduct a prize draw and randomly select the winner from Entrants who completed an Eligible Transaction during the contest period. 5 lucky winners will be awarded a trip to Thailand (4 Nights 5 Days). The package includes airfare, hotel stay cost for a single adult only.

h. Each Contest winner will be gratified with a single Thomas Cook travel voucher applicable for (4 Nights 5 Days) Thailand package, thereon the entire booking and co-ordination will be executed by Thomas Cook representative, details of which shall be shared by Timezone after relevant validation and confirmation.

i. The foregoing prizes are exclusive of all taxes, duties, registration fees and other charges, each of which must be borne by the winner. If the award of a prize is subject to taxation under the Income Tax Act, and Timezone is required to ensure that the tax payable under that Act is paid, the winner's entitlement to the prize is subject to, and conditional on, the winner paying to Timezone on or before the date that the prize is collected by the winner an amount equal to the tax payable under the Act. Timezone will remit such amount to the relevant taxation authority promptly after receipt. The winner will be afforded not less than seven (7) days to satisfy the condition set out in this subclause failing which the relevant prize will be forfeited..

j. The winner will be determined based on the barcode of the registered Timezone card, who has availed the Blue to Gold offer and upgraded their card to Gold tier.

k. However, if the same Entrant holds multiple cards and more than one qualifies, only one card will be considered for the prize and even if more than one card owned by the Entrant qualifies, it shall be considered one.

l. The winner of the contest will be selected utilising an automated method determined by Timezone at its discretion.

m. Title to, and risk in, each prize awarded to a winner passes to the winner at the time that the prize is claimed by the winner and Timezone will not be liable for any loss or damage to the prize that occurs on or after that time.

n. Timezone will make no less than three (3) attempts to contact each winner and coordinate a date and time at which the relevant winner can claim their prize at a location nominated by Timezone. If a winner cannot be contacted, the winner will forfeit their prize.

- o. Each winner must present personal identification documents and satisfy Timezone as to his or her identity at the time of claiming a prize. If a winner fails to do so, his or her prize shall be forfeited.
- p. Prizes that are not claimed within thirty (30) calendar days from the date on which the winner was notified shall be forfeited.
- q. If a prize is forfeited, Timezone will conduct a replacement draw and randomly select an alternative winner from the relevant pool of Entrants. If the prize is not successfully claimed by the replacement winner, up to a total of three (3) times
- r. Images and details of prizes published by Timezone in connection with the Contest are for general information purposes only and the specifications of the prizes awarded to the winner may differ from those depicted in the material published in connection with the Contest.
- s. No correspondence or claims shall be entertained in the event that a prize is forfeited in accordance with these terms and conditions. Each Entrant irrevocably releases Timezone from all such claims and agrees that these terms and conditions may be pleaded as by Timezone as a bar to any such claim brought by an Entrant.

4. General Conditions:

a. Except for any liability that cannot by law be excluded, Timezone (including its respective officers, employees and agents) is not responsible for and excludes all liability (including in negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of this Contest, including but not limited to:

i. any technical difficulties pertaining to the travel package (such as booking, meals, additional travel expenses & more whether or not under Timezone's control);

ii. any theft, unauthorised access or third party interference;

iii. any prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Timezone) except where directly caused by Timezone;

iv. any tax liability incurred by an individual as a result of participation in, or the award of a prize in connection with, this Contest; or

v. use of a prize awarded in connection with the Contest i.e any inconvenience or issues with travel and allied services

b. By participating in the Contest, participants agree to allow Timezone to use their names, photographs, and testimonials for promotional purposes.

c. Timezone reserves the right, at all times, even if an Entrant has completed an Eligible Transaction, to verify any details related to that Entrant's entry into the Contest and/or redemption of a prize, including the validity of the entry and the Entrant's identity (including age and place of residence). If there is a dispute as to the identity of an Entrant, Timezone reserves the right, in its sole discretion, to determine the identity of the Entrant.

d. Timezone reserves the right, in its sole discretion, to disqualify any person who Timezone has reason to believe has breached any of these terms and conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardize fair and proper conduct of the Contest. Failure by Timezone to enforce any of its rights does not constitute a waiver of those rights. Timezone's rights to recover damages or other compensation from any such persons are reserved at all times.

e. Prizes are not transferrable or exchangeable and cannot be taken as cash.

f. If this Contest is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond Timezone's reasonable control, including but not limited to forced government closures, technical

difficulties, unauthorized intervention or fraud, Timezone reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any individual or, subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Contest, as appropriate. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

g. Any cost (such as internet service provider costs) associated with accessing Timezone's website and/or the Timezone Fun App is the Entrant's responsibility.

5. Privacy:

a. Any personal information collected from participants will be used for the purposes of administering the Contest, awarding prizes and conducting future marketing promotions. By entering this Contest, each Entrant consents to receiving commercial and promotional communications from Timezone and to the use of his or her personal information in accordance with Timezone's privacy policy.

b. Personal information will be handled in accordance with applicable data protection laws and Timezone's privacy policy (which is available at [<https://www.timezonegames.com/en-in/privacy>]).

c. Each Entrant irrevocably consents to the collection, storage, use and disclosure of his or her personal information in accordance with applicable laws and Timezone's privacy policy.

6. Governing Law:

a. The Contest and these Terms and Conditions shall be governed by and construed in accordance with the laws of India.

b. Any disputes arising out of or in connection with the Contest shall be subject to the exclusive jurisdiction of the courts in Mumbai, Maharashtra.