

Terms & Conditions

1. I/We hereby give consent that all personal or other information (information's) provided herein or otherwise can be used by the company for business purposes or for improvement in services or for performance of agreement between us, if any and shall not be disclosed to any third party except to the extent its disclosure is essential as per the applicable laws, rules & regulations or for the purpose herein mentioned. The above said information may be shared or transferred within the Company or its affiliates or group companies within or outside India for the purposes mentioned herein. However, all or any information shall be transmitted, handled or destroyed as per the applicable laws or in the manner that will preserve its confidentiality. Further, all or any of the information's provided herein or otherwise can be withdrawn/corrected by giving notice to the Company.
2. The Organizer of the #ActivIndia campaign 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 & www.hondaactivindia.com is an integral part of #ActivIndia Campaign.
3. There will be no winner announcement & no prizes/giveaways, as this campaign is not a contest but #ActivIndia campaign is for voluntary participation only.
4. All personal details submitted must be accurate and complete and are subject to proof upon request by the Organizer. The Organizer 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.
5. 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.
6. 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.
7. HMSI may assign any or all of its rights under these Terms and Conditions to its affiliates without consent of the participants.
8. Participation in the #ActivIndia campaign through any engagement activity on www.hondaactivindia.com shall be construed as an acceptance of the Terms and Conditions stipulated herein.
9. HMSI also reserves the right to withdraw or discontinue with the #ActivIndia

campaign at any stage without any liability whatsoever to the participant and, or, anyone.

10. 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.

11. HMSI officials engaged in the organization and management of the #ActivIndia campaign, 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 #ActivIndia campaign.
12. Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the #ActivIndia campaign 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.
13. No participation or other fee is required to be paid for participating in any of engagements done in #ActivIndia campaign via www.hondaactivindia.com
14. Nothing in the #ActivIndia campaign shall affect any intellectual property rights of HMSI in any product or service, which may be the subject matter of the #ActivIndia campaign.
15. HMSI reserves the right to withdraw or amend the terms of the #ActivIndia campaign at any time 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 #ActivIndia campaign being withdrawn or its terms amended.
16. 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 #ActivIndia campaign, 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.
17. 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.

18. 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 #ActivIndia campaign, 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.
19. 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 #ActivIndia campaign 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 #ActivIndia campaign 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.
20. In the event of any inconsistency between these Terms and any advertising, publicity and other materials relating to or in connection with the #ActivIndia campaign, these Terms shall prevail. In the event of any inconsistency between these Standard Terms and Conditions and the #ActivIndia campaign Details, the #ActivIndia campaign Details shall prevail.
21. The Organisers reserve the right to terminate the #ActivIndia campaign or to modify the #ActivIndia campaign 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 #ActivIndia campaign Website, and such modifications shall be immediately effective and apply to all entries, including entries that have been submitted to the Organiser.
22. Any queries regarding the #ActivIndia campaign should specify the name of the #ActivIndia campaign and be addressed to HMSI customer care email id (customer care@honda2wheelersindia.com) and under whose jurisdiction this falls. All disputes relating to the #ActivIndia campaign shall be subject to the laws of India and at the sole and exclusive jurisdiction of Courts at Gurgaon.
23. This #ActivIndia campaign 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.

24. In preview of the Telecom Regulatory Authority of India (TRAI) guidelines, I/We hereby authorize Honda Motorcycle & Scooter India Pvt. Ltd. (www.hondaactivindia.com) and its affiliates / partners / registered dealers, or otherwise who are accessing the data by virtue of their association with Honda Motorcycle & Scooter India Pvt. Ltd to communicate with me/us through telephone/mobile, Email, SMS or other modes of communication even if my/our number/numbers(s) is/are registered in the National Do Not Call Registry (NDNC) or www.nccptrai.gov.in
25. Any links to external web sites, (i.e. other than the Company's Websites) and any information which comes out of the web search engines are being provided as a courtesy and should not be construed as an endorsement or guarantee as to the correctness of such information or views at the linked sites by the Company.
26. Product shown in picture may vary from actual product available in market. The technical specifications and design of the product shown may vary according to the requirements and conditions and are subject to change without any notice. Accessories shown in the picture of the product are not a part of the standard equipment.