

## GATES UNITTA INDIA CO. PVT LTD MECHANIC LOYALTY PROGRAM – TERMS OF USE

**IMPORTANT: PLEASE READ THESE TERMS OF USE (“TERMS AND CONDITIONS”) BEFORE ENTERING THE PROGRAM. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND *GATES UNITTA INDIA COMPANY PRIVATE LIMITED* (“GATES”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE PROGRAM. BY ENTERING THE PROGRAM, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.**

1. These Terms of use (“Terms and Conditions”) govern the operation of the Loyalty Program (“Program”). GATES is having its registered office located at F -19, SIPCOT Industrial Park, Pondur A, Sriperumbudur, Kanchipuram Dist. Tamil Nadu -602105 – India. In these Terms and Conditions, "we", "our", and "us" refer to Gates and “you”, “your” and "yourself" refer to a Mechanic. By entering you agree to be bound by these Terms and Conditions. We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective after posting for current users and immediately for new users.
  2. The Program is a loyalty scheme offered and promoted by Gates. The Program entitles its registered users to earn loyalty points on all their purchases, which can be redeemed by way of redemption through reward catalogue and as per the redemption policy notified by Gates from time to time for the Program. The redemption policy and other conditions notified in due course (of the Program) shall always be read along and would be applicable with the Terms and Conditions of the Program.
  3. This Program is open only to registered users that are resident Indian nationals and complete the registration process as prescribed by Gates in the registration form.
  4. The user will be registered under the Program only after completion of registration by verifying their registered mobile number and providing the other details as may be required on the application. Gates reserves the right to approve/ reject any application for enrolment at its sole discretion, without assigning any reason or warning. Even after registration, Gates is well within its right to discontinue/ cancel the registration of a registered member i.e. mechanic/(s) without assigning any reasons or cause as well as any concern such as incomplete information, incorrect information, fraud, misuse, misrepresentation etc.
  5. Upon getting successful registration, the Program entitles its registered member to the right to earn loyalty points on scanning the QR code on Gates products containing a unique ID and available on the scratch coupon of genuine Gates products. Maximum scan allowed per day would be 8 products only , beyond this the scan would not be possible. Gates shall at its own discretion make the necessary changes from time to time to the scans allowed.
  6. Accumulation of points will be subject to the method stipulated by Gates in its sole discretion from time to time in the Reward Catalogue. Loyalty Points are non-transferable and may not be assigned, traded or otherwise transferred to anyone else. Loyalty Points shall not be redeemable in any other way except as specifically mentioned herein. Point conversion percentage can be changed anytime without prior intimation by Gates. If some Loyalty points and/or rewards / benefits are wrongly credited into a mechanic account, the same can be debited or reversed by Gates by itself and the concerned mechanic shall be informed accordingly, and no request will be entertained in this regard.
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7. Expiration date: Loyalty points earned at the time of scanning by the registered user shall be valid for a period of 2 years from the date the points are earned, you are expected to use them within the validity period. Registered users need to ensure that they redeem the same before the given time period failing which the same shall expire after 2 years.
  8. Verification: Gates has the right to check and decide on the authenticity and validity of the points obtained. This includes checking the integrity of the scratch coupon and participation in other activities. Any forgery, alteration or copying of the scratch coupon, or the damage or incompleteness of the scratch coupon, will be invalid. Gates has the right to refuse to award points for such transactions.
  9. Gift redemption: All products featured in the Reward catalogue are subject to availability of the goods and supplier warranties/ restrictions, at the time of redemption. Gates gives no warranty whatsoever with respect to the products/ services offered in the rewards program. Gates reserves the right to cancel, change or substitute any reward at any time without any prior notice. Gates or its agency will not be responsible for products or vouchers are stolen, lost or damaged in transit.
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10. Warranty: The merchandise available in the catalogue would carry its routine manufacturer warranty unless mentioned otherwise thereof. For all requests for maintenance/ warranty/ replacement issues, the mechanic must directly contact the manufacturer/authorized agent/distributor. The merchandise available in the catalogue would carry its routine manufacturer warranty unless mentioned otherwise thereof. For all requests for maintenance/ warranty/ replacement issues, the mechanic must directly contact the manufacturer/authorized agent/distributor. All products featured in the gift catalogue are subject to availability of the goods and supplier warranties/ restrictions, at the time of redemption. GATES gives no warranty whatsoever with respect to the products/ services offered in the rewards program.
  11. Gates reserves the right to withdraw any or all promotion benefits, at any point of time without prior intimation.
  12. Gates cannot be held responsible in any manner if the services provided by the mechanic do not provide appropriate or satisfactory services and Gates holds out no warranty and makes no representation in respect of the mechanics enrolled in the Program.
  13. Any products purchased by any mechanic would be subject to standard warranty terms (if any), and Gates shall not be responsible if the said goods / services are found defective / deficient / unsatisfactory otherwise.
  14. Gates shall not be responsible for any liability incurred by the registered user, with respect to any aspect of the Program such as payment of government liabilities and taxes, etc. However, Gates shall ensure that it complies with all the applicable taxation laws.
  15. Gates shall neither be responsible for any fake or fictitious entry/ registration submitted by the mechanic under this Program nor shall Gates be liable to check the authenticity or credentials of the mechanics. Any issue relating to impersonation or inappropriate usage will not be investigated by Gates, however Gates would have the right to suspend or terminate any registration in case of receipt of any complaint in this regard.

16. Gates shall not, in any way, be liable or under any obligation to the mechanics if the Program is withdrawn or modified due to statutory enactments, judicial / quasi-judicial orders or any other reasons beyond its control.
17. Gates reserves the right to add, modify, withdraw or delete any of the terms & conditions or the duration of the Program, with or without prior notice.
18. Any fraud or abuse of the card and / or rewards / benefits arising out of the Program is subject to appropriate administrative and / or legal action by Gates, including forfeiture of accumulated points and related rewards / benefits, and may result into the suspension or cancellation of the membership.
19. If some Loyalty points and / or rewards / benefits are wrongly credited into any registered user account, the same can be debited or reversed by GATES itself and the concerned mechanic shall be informed accordingly.
20. If a mechanic believes he or she has not received Loyalty points for any transaction, he or she can take up the request with Customer care, for such credit(s) at their helpline no +91 9052764567.
21. In the matter remains unsolved even after reaching out to the helpline the registered user can escalate the matter to [aftermarket.india@gates.com](mailto:aftermarket.india@gates.com)
22. Gates will not accept responsibility for circumstances that are beyond its reach or control, and that may cause a delay or inability to fulfill requests of the registered mechanic.
23. Point conversion percentage can change anytime without prior intimation by Gates.
24. GATES reserves the right to cancel, change or substitute any reward at any time without any prior notice. GATES or its agency will not be responsible for products or vouchers are stolen, lost or damaged in transit.
25. TO THE MAXIMUM EXTENT ALLOWED BY LAW, BY ENTERING THIS PROGRAM YOU AGREE TO RELEASE AND HOLD HARMLESS GATES AND ITS RESPECTIVE PARENTS, PARTNERS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY OR ANY DAMAGE, LOSS, DEATH OR PERSONAL INJURY THAT MAY OCCUR AS A RESULT OF YOUR PARTICIPATION IN THE PROGRAM. YOU UNDERTAKE TO INDEMNIFY AND KEEP GATES AND ITS RESPECTIVE PARENTS, PARTNERS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS AND INDEMNIFIED AGAINST ANY LOSS, DAMAGE, CLAIMS, COSTS AND EXPENSES WHICH MAY BE INCURRED OR SUFFERED BY EACH OR ANY OF THEM DUE TO YOUR BREACH OF ANY OF THESE TERMS AND CONDITIONS AND/OR ARISING FROM YOUR PARTICIPATION IN THE PROGRAM. WE RESERVE THE RIGHT TO CANCEL, CHANGE OR SUSPEND THIS PROGRAM FOR ANY REASON, INCLUDING CHEATING, TECHNOLOGY FAILURE, CATASTROPHE, WAR OR ANY OTHER UNFORESEEN OR UNEXPECTED EVENT THAT AFFECTS THE INTEGRITY OF THIS PROGRAM, WHETHER HUMAN OR MECHANICAL.
26. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT GATES AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS , SERVICE PROVIDERS AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR ENTRY IN THIS PROGRAM AND USE OF THIS APPLICATION OR THE CONTENT, INCLUDING BUT NOT LIMITED TO BODILY INJURY OR DEATH, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF PERSONAL DATA, LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE EVEN IF FORESEEABLE. NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, IF GATES IS FOUND LIABLE FOR ANY LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANYWAY TO THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS, IN NO EVENT GATES AGGREGATE LIABILITY TO YOU OR ANY OTHER THIRD PARTY SHALL EXCEED RS. 1000. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS AND CONDITIONS FAIL IN THEIR ESSENTIAL PURPOSE. PARTICIPATION IN THE PROGRAM AND USE OF THE APPLICATION IS AT YOUR SOLE RISK.

27. Gates will use third party services for running the Program, including but not limited to Operating systems, application support, application services, platforms and portals (collectively, "Third-Party Platforms"). Additional terms and conditions may apply to you with respect to the use of Third-Party Platforms, which are not under Gates' control. Gates does not assume any responsibility or liability for your use of such Third-Party Platforms.
28. The use of the Application and participation in the Program may be subject to United States export laws including the United States Export Administration Act and its associated regulations. You shall not directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. The Application and Participation in the Program is specifically for use within the Jurisdiction of India only.
29. Details from all registered users shall be collected and used for the purposes of conducting this Program (which will include disclosure to third parties for the purpose of processing and conducting the Program) and for publicity purposes surrounding this Program. The information submitted by you during the registration process or otherwise when participating in the Program may include your name, email address, Address, mobile number, PAN Card number, Geo Location of your workshop and other personal information ("Personal Information"). By entering this Program, you consent to the use of your information as described.

Gates and its third parties involved in running the Program collect and process the personal data as described herein for the following purposes:

- to provide you with the Program services and manage and administer our relationship with you
- to respond to your queries and for the purpose of further contact in those matters
- to verify your identity and
- to verify your PAN number (if provided)- If PAN is not provided tax shall be deducted as per the applicable laws .
- to ensure tax deduction and return filings
- to remit the loyalty points by way of Gifts / rewards as per Rewards catalogue
- to offer the best user experience
- to market, advertise and provide your information about Gates its new launches, programs and events

- to send marketing communications on the application
- to comply with applicable laws and regulatory obligations, what includes maintaining appropriate records and responding to public authorities' requests
- to defend against or to make claims

Except as provided elsewhere in these Terms and Conditions, your Personal Information will only be used by Gates in accordance with applicable data protection laws and regulations and Gates's privacy policy referred to below, for the purposes of administering your participation in the Program. For more details on Gates's privacy policy, please see: <https://www.Gates.com/us/en/knowledge-center/resource-library/policies-and-statements/privacy-policy.html>

30. Data Storage & Retention: Gates shall store the personal data as long as the mechanic has valid loyalty points in his account. Once Gates no longer needs personal data for the purposes for which it was collected, Gates will use reasonable efforts to delete or anonymize such data, in order to ensure the natural person to which such data relates can no longer be identified. Data that may be required lawfully to be kept for a longer period shall be maintained accordingly.
31. Nothing in the Program shall affect any intellectual property rights of Gates in any product or service which may be the subject matter of this Program.
32. You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of Gates, you will immediately be disqualified from the Program. Cheating includes, but is not limited to, using multiple accounts, tampering with, hacking of the Program site (if any), participating in the Program without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Program, use of the Program beyond the defined Terms and Conditions of the Program, attempting to disable or overwhelm any of Gates's websites or the Program site or application (if any), attempting to disrupt any portion of the Program, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the entry process. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF THE PROGRAM APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE; GATES RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
33. The existence of a dispute, if any, regarding the Program shall not constitute a claim against Gates. Gates and its designated agency's decision shall be final and binding, in case of any disputes over the Program implementation. The disputes, if any, are subject to Courts of Chennai jurisdiction exclusively.