

Terms & Conditions for Public Voting activity  
for MakeMyTrip India's Favourite Homestay Awards Season III

**Definition**

Event/ Contest	<b>MakeMyTrip India's Favourite Homestay Awards Season III – Public Voting</b>
Management	MakeMyTrip and / or organizers who are responsible for the overall conduct of the Award's voting process
Voter/s	Individuals who have participated and completed the official voting process.
Voting Platform	The digital system or web page designated for voters to submit their votes securely and efficiently.
Vote/s	Each individual vote placed by a registered voter on the Voting Platform.
Terms and conditions ("T&C" or "Terms")	The terms governing the Contest, as may be amended from time to time by the Management
Website	<a href="https://homestaysawards.makemytrip.com/">https://homestaysawards.makemytrip.com/</a>

1.1 By participating in the Awards Contest, the Voter agrees to abide by and be bound by these Terms.

1.2 These Terms may be modified without any prior written notification. Voter is advised to regularly review these Terms uploaded on the Website. If there is any disagreement with any of the Terms and any amendments thereto, Voter must not participate in the award.

**2. Objective**

2.1 MakeMyTrip India's Favourite Homestays Awards (IFHA) are a people choice award brought to you in association with The Times of India to recognize the best in the homestays category.

**PROCEDURE FOR PARTICIPATION IN THE VOTING ACTIVITY:**

1. Public voting is open to individuals who have registered for the process on the voting website.
2. Only properties falling within the 'public voting' category are eligible for public voting.
3. Voters can explore the property by clicking on the button 'Explore the property' on the voting website.
4. To submit the vote, the Voter shall be required to follow the below mentioned steps:
  - a) Click on 'Vote Now' for the property you want to vote under a category.
  - b) Enter your name, contact number, and email address.
  - c) You will receive an OTP (One Time Passcode)
  - d) You shall enter the OTP and submit the vote.

- e) The Management shall promote this Activity through the medium of Television, Website, print media (newspapers), television (promos, bugs etc.), on ground promotions, push SMS, radio, digital media/ online and any other manner as shall be deemed fit by the Management, at its sole discretion.
  - f) It is further clarified that the details of the vote will be saved and stored in the Voting Platform's data bank/ server to be utilized and publicized only for the purpose of the Voting Activity.
  - g) If the Voter fails to make the vote in the manner as stated hereinabove then his/her vote shall be considered incomplete, and the Voter shall not be eligible for selection for the purpose of Voting Activity. For the avoidance of doubt, it is hereby clarified that by submitting the vote, the Voter is representing that the vote or contents thereof are not confidential or comprise any sensitive personal information.
  - h) Votes received after the Voting Activity Period of the Voting Activity shall be considered null and void.
  - i) The Voter shall ensure that the vote submitted is in compliance with applicable laws. Voters shall not host, display, upload, modify, publish, transmit, update or share any information that —
    - i. belongs to another person and to which the user does not have any right;
    - ii. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
    - iii. harm minors in any way;
    - iv. infringes any patent, trademark, copyright or other proprietary rights;
    - v. violates any law for the time being in force;
    - vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
    - vii. impersonate another person;
    - viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
    - ix. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. For avoidance of doubt, the Voter agrees that the Management has the right to remove any such material/Post which may not be in consonance with applicable law.
5. The Management shall not be responsible for any vote submitted by the Voters but not received or recorded due to any reason whatsoever including but not limited to technical disruption and/or network provider's connection failure and/or any reason whatsoever. The services of Voting Platform are provided "as-is" and as available and the Management expressly disclaims any warranty of fitness for a particular purpose or non-infringement. The Management cannot guarantee and does not promise any specific results from use of the services of the Voting Platform in whatsoever manner.

6. The Management assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user or member communication.
7. The Management makes no representations that the Voting Platform is appropriate or available for use in other territory outside India.
8. The vote made is non-transferrable and non-exchangeable. Voter agrees and undertakes that no cash equivalent or alternatives will be given to the Voter for submitting the vote.
9. No dispute shall be entertained with regards to the votes submission mechanism/ criteria and/or counting mechanism of the votes received by the Management. Decisions of the Management shall be final and binding on the Voter.
10. The vote submitted to the Management on the Voting Platform shall be made from the mobile number or email id owned and registered by the Voter in its full name. The Voter if required by the Management shall be requested to submit identification proof documentation such as birth certificate/ Aadhar card/ pan card etc. ("Documents") in order to verify the authenticity, the name of the mobile number owner and Voter's name/account.
11. All personal details and Documents requested by and supplied to the Management by each Voter must be truthful, accurate and in no way misleading, failing which the Management reserves at its sole discretion the right to disqualify any Voter's vote.
12. By participating in the Voting Activity, it is construed that the Voter has read and understood these Terms and Conditions, including the General Terms and Conditions stated below and Voter's act of participation in the Voting Activity will be deemed acceptance to abide by the same.
13. By participating in the Voting Activity, it is construed that the Voter has accepted providing contact details on the Voting Platform and the consent to allow Management to use the contact details for its marketing activities, any other use, and/ or transfer the same to any third party/agencies to collect, maintain and share the same solely for the purpose of use in connection with the present Program or any other allied activity such as marketing solely in connection to the Program or as instructed by the Management. Voters agree and acknowledge the Terms and Conditions and Terms of Use as put up on the Website in addition to the T&Cs of the voting.

## **DISCOUNT VOUCHER'S FOR THE VOTERS**

1. **Line of Business** - MakeMyTrip Homestays & Villas
2. **Offer** – Up to 20% off on Homestays & Villas
3. **Booking Channel\*** - MakeMyTrip Website, mobile site and mobile app (Android & iOS) only
4. **Offer Dates\*** - 05th August'24 to 31st Dec'24

### **What do you get?**

- User will get instant discount as per the applicable deal code.
- Instant discount is calculated on the base price (price excluding taxes)

### **How do you get it?**

- To avail the offer, the customer must cast one vote in each category.
- Once voted, the customer shall receive the unique code to avail the discount to their registered email id entered during the voting process.
- Customer can enter this unique code for their next homestay booking (unique code is applicable only once per user)
- The offer is valid from 05<sup>th</sup> August'24 to 31<sup>st</sup> Dec'24 (both days included) between 0000 hours to 2359 hours.
- The offer is valid for bookings made on MakeMyTrip's Website, Mobile site, Android App, iOS App only.

### **Conditions in case of cancellation**

- In case of full/partial cancellation the offer stands void and customer will not be eligible for discount.
- If the Customer cancels the travel service purchased, MakeMyTrip will process the refund net of card paid amount only, post incorporating the cancellation/rescheduling charges.

### **Other Terms and Conditions for availing the discount voucher**

- This offer is applicable only on Homestays listed on MakeMyTrip (excluding Hostels)
- Offer is not valid on payments made directly at hotel or through PayPal account, MMT Gift Card, My Wallet, Cash on Delivery (COD).
- Bookings where "Book now Pay Later" option is selected, and INR 1 has been paid for reservation, will not be eligible for the instant discount offer.
- If the customer doesn't receive the discount, he/she must raise the claim at <https://support.makemytrip.com/MyAccount/MyIncidents/NewComplaint> within 3 months from the booking date. In the event the Cardholder fails to do so, he/she will not be eligible for the discount amount.
- Add-on cards will be treated as separate cards.
- MakeMyTrip reserves the right, at any time, without prior notice and liability and without assigning any reason whatsoever, to add/alter/modify/change or vary all of these terms and conditions or to replace, wholly or in part, this offers by another offer, whether similar to this Offer or not, or to extend or withdraw it altogether.
- For any card & payment related claims, the customer shall approach the Bank and MakeMyTrip shall not entertain any such claims.
- MakeMyTrip is the sole authority for interpretation of these terms.
- MakeMyTrip shall not be liable for any loss or damage arising due to force majeure event.
- In the event of any misuse or abuse of the offer by the customer or travel agent, MakeMyTrip reserves the right to deny the offer or cancel the booking.
- In no event the entire liability of MakeMyTrip under this offer shall exceed the amount of promotional discount under this offer.
- MakeMyTrip shall not be liable to for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with the offer.
- Disputes, if any, arising out of or in connection with this offer shall be subject to the exclusive jurisdiction of the competent courts in Delhi.

- User Agreement and Privacy Policy at MakeMyTrip website shall apply.
- Customers, who are Travel Agents by occupation, are barred from making bookings for their customers and MakeMyTrip reserves the right to deny the offer against such bookings or to cancel such bookings. For such cases, MakeMyTrip shall not refund the booking amount.

## **GENERAL TERMS AND CONDITIONS**

1. Participation in the Voting Activity is open to citizens residing in India above 18 (eighteen) years of age who must be medically fit and have no criminal conviction or an arrangement or a contract with any third party that prevents the Voter from participating in the Voting Activity. Documents pertaining to medical fitness must be furnished by the Voter on demand if required by the Management.
2. Persons must submit the vote/s on their own behalf and vote/s by proxy will not be accepted, even for their family members.
3. The Management reserves all rights to make amendments to the existing Terms and Conditions from time to time or withdraw the Voting Activity without giving prior notice. It shall be the sole responsibility of the voter(s) to check the Terms and Conditions of the Voting Activity on the website.
4. The Voter hereby undertakes, warrants, and guarantees to the Management that he/she has the full legal capacity to participate in the Voting Activity in accordance with law and also these Terms and Conditions.
5. The Voter acknowledges that he/she has voluntarily chosen to participate in the Voting Activity at his/her free-will and is willing to bear all risk, costs and consequences arising from such participation in the Voting Activity.
6. Voter(s) who do not comply with these Terms and Conditions, or who attempt to interfere with the process of Voting Activity or the operation of the Voting Platform in any way shall be disqualified and the votes submitted shall not be counted.
7. Total votes for each category shall be counted based on a methodology finalized by the management and the Top 5 entries receiving maximum scores will be declared as the finalists for the award.
8. The selection of winners will not only be based on the number of Votes received but would also be decided through Jury evaluation.
9. Votes received by the Management shall be subject to verification by an independent third-party auditor appointed by the Management at its sole discretion. No automatic, programmed, robotic or similar means of voting are permitted.
10. The Management reserve the right, in its sole discretion, to cancel, terminate, modify, or suspend the votes submitted by the Voter, should any virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the voting process. The decision of usability of the votes received by the Management shall be decided by the Management at its sole discretion.
11. The Management makes no representations, warranties nor provides any undertaking to any of the Voter(s) that any or all of the Voters will be able to qualify for being eligible to get the opportunity of participating in the Voting Activity.
12. The Management shall not be liable / responsible for any lost opportunity, damages, losses, costs, expenses or otherwise suffered / incurred by any of the Voter(s) in the event that the Management is not able to permit the Voter to take part in the Voting Activity in accordance with any of the foregoing provisions.

13. Notwithstanding any other provisions mentioned herein, the Management may, at its sole and absolute discretion, cancel or reschedule the dates for such Voting Activity and at such date and time as it may determine.
14. At no point of time will the Management be obliged to notify the voter, the vote of whom has been disqualified by the Management.
15. The Voter(s) shall hold harmless and indemnify, the Management, its affiliates, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Voter(s) and/or the Voter in connection with the Voting Activity and also to the extent possible under law, waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.
16. The Voter shall hold harmless and indemnify the Management, its affiliates, their employees, officers, directors and/or any other person from and against any suit/litigation/injury/damage/harm/loss suffered by the Management in connection with any act of the Voter and/or the Voting Activity and/or post and/or vote and/or any third party rights claims with respect to the material submitted by the Voters(s).
17. The Voter(s) shall not hold the Managements, their affiliates, contractors, partners, vendors and promotion and advertising agencies responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of voting information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Voter's ability to vote, including any injury or damage to Voters or any other person's mobile device or email id relating to or resulting from participating in the Voting Activity. The Management and/or their representatives shall not be responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected votes, which shall be disqualified. The Management shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all the votes and the methodologies/ processes/ mechanisms of the votes however the voters hereby acknowledge and agree that such methodologies/ processes/ mechanisms are infallible, and that the Management makes no guarantee as to its effectiveness.
18. All votes and/or any kind of data received by the Management through the Voting Platform become the sole property of the Management and the Management shall at no time be under any kind of obligation to discard or maintain the said information received.

## **OTHER TERMS**

1. If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.
2. These Terms and Conditions shall be governed by and construed in accordance with the laws of India and subject to exclusive jurisdiction of the competent Courts in Delhi.
3. The Management is empowered to take a decision on any case not covered by the present Terms and Conditions and the said decisions shall be considered as final and binding on the Voters.

4. Each provision of this Terms and Conditions shall be considered severable, and if for any reason any provision(s), or the application of such provision(s) to any person, entity or circumstance, shall be held invalid or unenforceable, such provision(s) shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof, or the application of the affected provision to persons, entities or circumstances other than those to which it was held invalid or unenforceable.

## **NO LIABILITY**

1. The Management is in no manner whatsoever responsible and/or shall not be held liable, for any physical injury, death, mental trauma caused to any Voter in any manner whatsoever, in relation to participation in the Voting Activity.
2. The Management, shall be under no liability whatsoever to the Voters, in respect of any loss, damage suffered by the Voters arising from or pursuant to the participation in the Voting Activity or for any and all loss, damage, cost, expense or injury to life or property sustained by the Voter at any stage of the Voting Activity whether or not caused by (1) the Voter's participation in the Voting Activity; (2) as a result of the any decisions of the Management for any matter relating to the Voting Activity; Notwithstanding the generality of the foregoing, the Management expressly excludes liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to participation in the Voting Activity. In no event will the measure of damages include, nor will the Management be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Voter; or circumstances beyond the Management's reasonable control.
3. The Voter agrees that he/she shall hold harmless the Management, their affiliates, subsidiaries, their respective employees, officers, sub-contractors, vendors or any other person in connection with the award and/or the Voting Activity including but not limited to persons connected to the vote counting procedure.
4. The Management or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Voters and arising because of his/her participation in the Voting Activity.
5. Managements shall not be held accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Voting Activity on account of any force majeure factors or otherwise.
6. The Voter hereby agrees to indemnify the Managements or its affiliates against any claims that might arise from his/her actions or omissions while participating in the Voting Activity or due to any representations, misrepresentations or concealment of material facts by the Voter.

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