

SUMMER CARNIVAL - TERMS & CONDITIONS

Background:

Mumbai International Airport Limited (MIAL) is operating, managing, developing, and maintaining the Chhatrapati Shivaji Maharaj International Airport, Mumbai by virtue of the Operations, Management & Development Agreement dated 04/04/2006 ("**OMDA**"). MIAL has the exclusive right to provide aeronautical and non-aeronautical services at CSMIA and in furtherance thereto grant concessions to provide some services at CSMIA to various Concessionaires.

MIAL is organizing the promotional campaign *viz.* Summer Carnival (*as defined below*) for all the passengers traveling to and from the CSMIA as its marketing initiative on the following terms and conditions.

1. Definitions

"AAI" shall mean the Airports Authority of India, established under the Airports Authority of India Act, 1994, as amended from time to time, and shall include its successor and assigns.

"Airport" or **"CSMIA"** shall mean the Chhatrapati Shivaji Maharaj International Airport, Mumbai.

"Airport Operator" or **"MIAL"** shall mean Mumbai International Airport Limited.

"Concessionaire(s)" shall mean the entities who have been granted the concession to operate Outlet(s) at the Airport and have agreed to extend promotional offers and discounts to the Users during the Summer Carnival.

"Duration" shall mean the duration of the Summer Carnival, i.e., commencing from 20th April 2024 to 30th June 2024, or such other date as notified by MIAL.

"Outlet(s)" shall mean the designated premises used by the Concessionaire to undertake the respective concession(s); broadly F&B, retail, duty free, duty paid / meet and greet/ banks and digital partner.

"Summer Carnival" shall mean the promotional campaign organized by MIAL in close coordination with the Concessionaire(s) at the Airport as more fully described in clause 2.

"Terms and Conditions" shall mean these terms and conditions more particularly mentioned in clause 3 and/or any subsequent modification thereof, herein below associated with and applicable for the Summer Carnival.

"User(s)" means the person(s) who participates in the Summer Carnival.

2. **Summer Carnival**

MIAL in association with the Concessionaire(s) is organizing a promotional campaign under the name "Summer Carnival", for the Duration wherein the Users will be offered promotional discounts by the Concessionaires at the Airport, subject to the Terms and Conditions on a non-discriminatory basis.

3. **Terms and conditions**

Offers under Summer Carnival are valid only for the CSMIA. The broad terms and conditions governing the Summer Carnival are as under-

- a) User(s) can avail the applicable offers from participating Concessionaire(s) under Summer Carnival at any time for the Duration.
- b) Participation in the Summer Carnival is free of charge and voluntary as per User(s) own wisdom and discretion.
- c) MIAL shall have no liability whatsoever in relation to the offers available to the User(s) during Summer Carnival.
- d) While MIAL shall attempt to cover in detail the description of the offers under Summer Carnival, however, MIAL does not warrant that such description is complete and accurate, and it may be subject to further terms and conditions of the Concessionaire(s).
- e) These Terms and Conditions shall be in addition to the terms and conditions of the Concessionaire(s) underlying offers. In case of any conflict therein, the terms and conditions of the Concessionaire(s) shall prevail. MIAL does not warrant in any manner the product description, colour, information or other content related to any offer to be accurate, complete, reliable, current, or error-free. The product pictures displayed under the Summer Carnival campaign are indicative and may not match the actual product.
- f) User(s) have purchased from the identified category referred in these Terms & Conditions;
- g) The User(s) have agreed to provide true and authentic information and consents to use such information to contact the User(s) in relation to their participation in the Summer Carnival.
- h) The User(s) shall inform MIAL of any incident of failure and/ or denial to accept the promotional discount vouchers/ coupon codes by any of the Concessionaire(s) during the Duration, within 48 (forty-eight) hours of such occurrence.

- i) The User(s) agrees that the promotional discount vouchers and/ or coupon codes cannot be encased or used for any purpose other than as indicated therein.
- j) The User(s) may choose to provide its feedback on the promotional discount vouchers and/ or coupon codes availed by it during the Summer Carnival.
- k) The User(s) by availing the promotional discounts offered during the Duration of the Summer Carnival, do hereby irrevocably and unconditionally accept all the terms and conditions governing this promotional campaign and waives and relinquishes all its rights to challenge any and/or all terms and conditions hereof.
- l) Should the User be granted an assured gift/ complimentary vouchers for their next purchase as per the applicable category, the validity period of such code and the rules of redeeming it shall be pre-defined in such assured gift/ complimentary vouchers.
- m) The assured gift/ complimentary vouchers or bank offers cannot be combined with one another or with any other discounts, and especially with individual discounts, unless stated otherwise.
- n) Participation in Summer Carnival is a confirmation that the User(s) have read and accepted the Terms & Conditions relating to the Summer Carnival.
- o) To the extent permitted by the law, legal obligations resulting from these Terms and Conditions are regulated by Indian laws only.
- p) MIAL reserves the right to alter/ cancel these Terms & Conditions as well its validity and particulars of promotional discount at any time with or without any cause as per its sole discretion. Any such alterations may be included in the form of an Appendix to these Terms & Conditions, making it an integral part of these Terms & Conditions.

4. Payment process through Adani One Digital Application –

- (i) User may avail discounts on purchase from participating F&B brands during the Summer Carnival, by paying through Adani One Digital Application (Adani One App).
- (ii) The payment process may be initiated by the user by scanning the QR code provided by the participating Outlets (s) through the Adani One App. In the event that the user is not logged into the Adani One App, the user is required to register, log in, and subsequently scan the QR code of the designated F&B outlet to proceed with the payment.

- (iii) Upon reaching the checkout page, the user shall input the bill amount and select the applicable offer. The discount corresponding to the chosen offer shall be automatically applied, and the user shall remit payment for the discounted amount.
- (iv) The user retains discretion over the amount entered on the payment screen. In the event of an amount discrepancy, wherein the user enters an amount lower than the bill total, it shall be the responsibility of the participating F&B outlet to collect the outstanding amount and settle the transaction. Conversely, if the user enters an amount exceeding the bill total, it shall be incumbent upon the participating F&B outlet to refund the excess amount to the user.
- (v) Upon completion of the transaction, the user may obtain the invoice from the participating F&B outlet upon presentation of the payment proof.
- (vi) Payment processing shall be facilitated by Adani One app through its designated Payment Gateway.
- (vii) Cancellations and refunds shall not be accommodated subsequent to the placement of an order.
- (viii) In the event of delayed real-time payment confirmation from the Payment Gateway, polling for payment status shall be conducted at 15-second intervals. Failure to receive payment confirmation within 60 seconds shall result in the termination of the payment process, and any deducted amount shall be promptly refunded to the user by the Bank.
- (ix) MIAL/ Adani One app assumes no responsibility for any claims or liabilities arising from the user's transactions.
- (x) By submitting mobile number/ Email Id, the User agrees to receive calls/ messages from Adani One App or its authorized representative, irrespective of your registration on Do Not Disturb (DND) option. The User agrees to receive calls/ messages from Adani One App, its agents, merchants, seeking clarification/ information regarding participating in Summer Carnival and/ or availing the Promotional Discount and/ or any other related information as and when required and/ or disclaim any liability of MIAL / Adani One App in this regard.
- (xi) For resolution of grievances, users are encouraged to communicate with Adani One app via email at support@adanione.com.
- (xii) The above terms shall be read in conjunction with terms and conditions available at Adani One Platform.

5. Threshold limit for Assured Gifts

Retail & Services	F&B	Duty Free	Lounges	Services	Duty Paid	Pranaam
2,749	499	11,499	999	999	-	Dom Dep/Arr – 6,000 Int Dep/Arr – 12,000 (Upgrade from Elite to Elite Plus)

6. Threshold limit for Bank offers.

As per the agreed offer by the bank for the participating Outlets (s).

7. Taxes

GST and other applicable taxes, services charges & other levies shall be applied on all promotional discount as applicable.

8. Cancellation, return or refund.

Cancellation, return or refund in respect of any product or services availed from the participating Outlet(s) under the Summer Carnival shall be subject to cancellation, return and refund policy of the respective brands, however, in the event of part of the order being returned, the monetary value refunded will be the value of the item/s at the time of the transaction, i.e., with discount applied. The promotional discount will not be applied to replacement items. If the Summer Carnival promotional discount is still valid at the time of making a return, the User should place a new order using the original promotional code.

9. Intellectual Property Rights

The term "Summer Carnival" in its entirety, encompassing its visual components including but not limited to its aesthetic appearance, color scheme, design elements, typographic features, and any associated trademarks, logos, or service marks such as "Adani" and any other names, logos, or design marks, are the exclusive property of MIAL. All lawful intellectual property rights pertaining to the aforementioned marks are vested solely in MIAL. Any and all other marks, excluding those explicitly mentioned above and displayed within the framework of the Summer Carnival, are recognized as the intellectual property of the participating F&B, retail, duty free, duty paid outlet(s)/ meet and greet service/ banks and digital partner.

The aggregation of MIAL's intellectual property rights, comprising its compilation, arrangement, and assembly with regards to the Summer Carnival, constitutes the proprietary right of MIAL.

Consequently, materials pertaining to the Summer Carnival are strictly prohibited from being copied, reproduced, duplicated, republished, downloaded, posted, transmitted, distributed, or modified, either in whole or in part, in any form or manner, except with prior written approval of MIAL. Any unauthorized act of copying, reproducing, duplicating, republishing, downloading, posting, transmitting, distributing, or modifying shall not serve to transfer any rights, titles, or interests in favour of the infringing party.

10. Governing laws and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of India and any dispute arising out of these Terms and Conditions shall be subject to the exclusive jurisdiction of courts at Mumbai, Maharashtra.

11. OMDA Requirement

These Terms and Conditions are subject to the terms and conditions of the OMDA and in case of any inconsistency or conflict between these terms and conditions and OMDA provisions, the OMDA provisions shall always prevail.