

Background:

Mumbai International Airport Limited ("**MIAL**") is responsible for 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 whereof granted concessions to provide the non-aeronautical services at CSMIA to various Concessionaires.

The User (*as defined hereafter*), by availing the promotional discounts offered during the Duration of Monsoon 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.

MIAL is organizing the promotional campaign *viz.* Monsoon 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 Airports Authority of India;

"**Airport**" shall mean Chhatrapati Shivaji Maharaj International Airport

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

"**Concessionaire(s)**" shall mean concessionaire(s) operating Outlet(s) at the Airport who have agreed to extend promotional offers and discounts to Users during the Monsoon Carnival campaign;

"**Duration**" shall mean the duration of Monsoon Carnival i.e. starting from 15 June 2023 and ending on 31 July 2023, or such earlier or later dates as notified by MIAL;

"**Monsoon Carnival**" shall mean the promotional campaign organized by MIAL at the Airport with participation from Concessionaires on non-discriminatory basis;

"**Outlet(s)**" shall mean the designated premises used by the Concessionaire to undertake the respective concession(s);

"**Terms and Conditions**" shall mean these Terms and Conditions and/or any subsequent modification thereof, associated with and applicable for Monsoon Carnival;

"**User(s)**" means the person(s) who participates in Monsoon Carnival campaign.

2. Monsoon Carnival

MIAL in association with the Concessionaires is organizing a promotional campaign under the name "Monsoon Carnival", for the Duration wherein the Users will be offered promotional discounts by the Concessionaires at the Airport, subject to these Terms and Conditions.

3. Terms and Conditions

- Offers under Monsoon Carnival are valid only for CSMIA.
- MIAL shall have no liability whatsoever in relation to the offers available to the Users during Monsoon Carnival.
- While MIAL shall attempt to cover in detail the description of the offers under Monsoon 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.
- 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 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 as displayed under Monsoon Carnival campaign are indicative and may not match the actual product.
- MIAL reserves the right to correct, change or update information, errors, inaccuracies, or omissions at any time (including after an order has been placed at the Outlet(s) =) without prior notice. Any errors, inaccuracies, or omissions may also relate to pricing and availability of the product or services.
- Any recommendation made to the Users for the Duration of the Monsoon Carnival is purely for informational purposes and for User's convenience and does not amount to endorsement of the product or services by MIAL and/ or any of its affiliates, associates in any manner.
- Cancellation, return or refund in respect of any product or services availed from any of the Concessionaire under Monsoon Carnival offers shall be subject to the cancellation, return and refunds policy of the respective Concessionaire.
- Monsoon Carnival is only valid for the Duration and MIAL reserves the right to cancel or suspend Monsoon Carnival at any time without any prior notice and without assigning any reasons thereof and without any liability.

- Concessionaires reserves the right to withdraw from Monsoon Carnival at any stage. In any such event, the offer pertaining to such Concessionaire may not be available to the User and MIAL shall not be subject to any liability in this regard.
- Users can avail the applicable offers from participating Concessionaires under Monsoon Carnival at any time for the Duration.
- User participation in Monsoon Carnival is free of charge and voluntary.
- Offers under Monsoon Carnival cannot be combined with one another or with any other discounts, and especially with individual discounts, unless otherwise provided by the respective Concessionaire.
- Participation in Monsoon Carnival is a confirmation that User has read and accepted these Terms and Conditions.

4. Intellectual Property Rights

The terms "Monsoon Carnival" (in its visual form including look and feel, colour palette, design, font, etc.), and "Adani" and/or "MIAL" and/or "CSMIA" and names, logo and all related product and service names, design marks and slogans are the trademarks, logos or service marks of CSMIA and/or MIAL and/or Adani and the lawful intellectual property rights in respect of the above-mentioned marks vests with the respective owners of such intellectual property, in all forms. All other marks excluding the aforesaid and as displayed under Monsoon Carnival are the intellectual property of respective concessionaires.

The compilation of MIAL's and/or Adani's and/or CSMIS's intellectual property rights including its collection, arrangement and assembly in relation to Monsoon Carnival is the exclusive intellectual property of the respective owners of such intellectual property and is secured by applicable laws.

In view thereof, the materials in respect of Monsoon Carnival shall not be copied, reproduced, duplicated, republished, downloaded, posted, transmitted, distributed or modified in whole or in part or in any other form whatsoever, except for non-commercial use only and any such downloading or copying, reproducing, duplicating, republishing, posting, transmitting, distributing or modifying shall not transfer any right, title or interest in any downloaded materials related to Monsoon Carnival.

5. 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.

6. General

- MIAL reserves the right to undertake all necessary steps to ensure that security, safety and integrity of MIAL's systems, the CSMIA as well as User interests, are and remain, well-protected.
- These Terms and Conditions shall be in addition to any other terms of use as provided by MIAL at their respective websites or otherwise and applicable hereto.

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.