

## **Bosch New Years Giveaway! - TERMS AND CONDITIONS**

These Terms and conditions (“**Terms and Conditions**”) govern exclusively the legal relationship between Bosch Limited - Power Tools Division and yourself, or the entity you are representing, regarding your participation in this promotion and access to this website.

### **Promotion Period**

1. The Promotion Period is from 28<sup>th</sup> December 2021 to 31<sup>st</sup> December 2021. The Promotion Period may be extended or discontinued by Bosch Limited - Power Tools Division (“Bosch India-”) without prior notice.

### **Eligibility**

2. This Promotion is open to all individuals’ in India, except employees and immediate family members of (i) Bosch Limited group of companies, (ii) Bosch Limited Power Tools Division (iii) Bosch Limited Power Tools Authorized Dealers.

### **How To Qualify For This Promotion**

3. To qualify for this promotion,

A. Users must answer all questions & submit their complete details ie.

(i) Name; (ii) Telephone / Mobile number; (iii) E-mail address; (iv) Field of Work / Profession; (v) Complete Postal Address.

B. Agree, to the Terms & Conditions and Privacy Statement

### **By agreeing to these Terms & Conditions you agree to the following:**

#### **General Information:**

4. You warrant that you are lawfully able and have the capacity to enter into contracts (e.g. you are not a minor below the age of 18 years). If you are entering into this promotion as a representative for an entity, such as the company for which you are working for, you warrant to Bosch India that your company is duly organized, validly existing and in good standing under the laws of India in which it is organized or incorporated and that you have legal authority, permission, resolution or power of attorney to bind your company.

5.1 After sending your Data, it is checked by Bosch India for completeness and plausibility. If your information provided is correct, Bosch India will accept your registration details. Incomplete submission will lead to disqualification towards delivery of ‘Win Bosch Cordless Power Tool’. Bosch India shall use your Personal Data to perform its obligations in accordance with these Terms and conditions and in accordance with the websites Data Protection Notice.

5.2 The Bosch Cordless Tool indicated in “Win A Bosch Cordless Power Tool” cannot be exchanged for money and is not re-turntable or refundable under any circumstances.

6. You agree to receive comprehensive advice and support regarding products and services. You consent to Robert Bosch Power Tools GmbH & Bosch India collating the data that you have submitted here to create a customer profile and using it in order to: provide you with personalized information – via e-mail, post, mobile messaging services, SMS or push notification – about products and services (e.g. suggestions for optimizing my tool collection, accessories for power tools, assistance with locating a dealer), invite you to

take part in competitions, inform you about the possibility of becoming a tool tester, contact you for market research purposes and advise you individually in service matters.

## **7. Data Protection Notice**

Bosch India welcomes you to our internet pages and mobile applications (together also referred to as "Online Offers"). We thank you for your interest in our company and our products.

## **8. Bosch India respects your privacy**

8.1 The protection of your privacy throughout the course of processing personal data as well as the security of all business data are important concerns to us. We process personal data that was gathered during your visit of our Online Offers confidentially and only in accordance with statutory regulations.

8.2 Data protection and information security are included in our corporate policy.

8.3 Bosch processes personal data in accordance with the <https://www.bosch-pt.com/ptlegalpages/ind/ptin/en/pro/privacy/> Data Protection Notice.

## **9. Log files**

Each time you use the internet, your browser is transmitting certain information which we store in so-called log files.

We store log files to determine service disruptions and for security reasons (e.g., to investigate attack attempts) for a period of time as deemed necessary by Bosch India and delete them afterwards. Log files which need to be maintained for evidence purposes are excluded from deletion until the respective incident is resolved and may, on a case-by-case basis, be passed on to investigating authorities.

Log files are also used for analysis purposes (without the IP address or without the complete IP address) see module "Advertisements and/or market research (including web analysis, no customer surveys)".

In log files, the following information is saved:

- IP address (internet protocol address) of the terminal device used to access the Online Offer;
- Internet address of the website from which the Online Offer is accessed (so-called URL of origin or referrer URL);
- Name of the service provider which was used to access the Online Offer;
- Name of the files or information accessed;
- Date and time as well as duration of recalling the data;
- Amount of data transferred;
- Operating system and information on the internet browser used, including add-ons installed (e.g., Flash Player);
- http status code (e.g., "Request successful" or "File requested not found").

## **10. Service providers**

We involve external service providers with tasks such as sales and marketing services, contract management, payment handling, programming, data hosting and hotline services. We have chosen those service providers carefully and monitor them on a regular basis, especially regarding their diligent handling of and protection of the data that they store. All service providers are obliged to maintain confidentiality and to comply with the statutory provisions. Service providers may also be other Bosch group companies.

## **11. Marketing campaigns**

In case you participate in one of our marketing campaigns, we use your data to in-form you about any prize won and for the purpose of advertising our products to the extent allowed by law or as far as you have consented. Information on raffles or discount campaigns can be found in the respective terms of participation.

## **12. Usage of Cookies**

In the context of our online service, cookies and tracking mechanisms may be used. Cookies are small text files that may be stored on your device when visiting our online service. Tracking is possible using different technologies. In particular, we process information using pixel technology and/or during log file analysis.

We distinguish between cookies that are mandatorily required for the technical functions of the online service and such cookies and tracking mechanisms that are not mandatorily required for the technical function of the online service. It is generally possible to use the online service without any cookies that serve non-technical purposes.

By using marketing cookies and tracking mechanisms we and our partners are able to show you offerings based on your interests, resulting from an analysis of your user behavior:

### **- Statistics:**

By using statistical tools, we measure e.g. the number of your page views.

### **- Conversion tracking:**

Our conversion tracking partners place a cookie on your computer ("conversion cookie") if you accessed our website via an advertisement of the respective partner. Normally these cookies are no longer valid after 30 days. If you visit certain pages of our website and the cookie has not yet expired, we and the relevant conversion partner can recognize that a certain user clicked on the advertisement and thereby was redirected to our website. This can also be done across multiple devices. The information obtained by means of the conversion cookie serves the purpose of compiling conversion statistics and recording the total number of users who clicked on the respective advertisement and were redirected to a website with a conversion tracking tag.

### **- Social plugins:**

Some of the pages of our online service involve content and services of other providers (e.g. Facebook, Twitter) which also may use cookies and active modules. For more details regarding social plugins please refer to the section on social plugins

### **- Retargeting:**

These tools create user profiles by means of advertising cookies or third-party advertising cookies so called "web beacons" (invisible graphics that are also called pixels or tracking pixels), or by means of comparable technologies. These are used for interest-based advertising and to control the frequency with which the user looks at certain advertisements. The relevant provider is the controller responsible for the processing of data in connection with the tool. The providers of the tools might disclose information also to third parties for the purposes mentioned above. Please note the data protection notices of the relevant provider in this context.

### **13. Google Analytics**

Provider: Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA

Function: Analysis of user behavior (page retrievals, number of visitors and visits, downloads), creation of pseudonymous user profiles based on cross-device information of logged-in Google users (cross-device tracking), enrichment of pseudonymous user data with target group-specific information provided by Google, retargeting, UX testing, conversion tracking and retargeting in conjunction with Google Ads.

### **14. External links**

Our Online Offers may contain links to internet pages of third parties, in particular providers who are not related to us. Upon clicking on the link, we have no influence on the collecting, processing and use of personal data possibly transmitted by clicking on the link to the third party (such as the IP address or the URL of the site on which the link is located) as the conduct of third parties is naturally beyond our control. We do not assume responsibility for the processing of personal data by third parties.

### **15. Security**

Our employees and the companies providing services on our behalf, are obliged to confidentiality and to compliance with the applicable data protection laws.

We take all necessary technical and organizational measures to ensure an appropriate level of security and to protect your data that are administrated by us especially from the risks of unintended or unlawful destruction, manipulation, loss, change or unauthorized disclosure or unauthorized access. Our security measures are, pursuant to technological progress, constantly being improved.

### **16. User rights**

To enforce your rights, please use the details provided in the Contact section. In doing so, please ensure that an unambiguous identification of your person is possible.

Right to information and access - You have the right to obtain confirmation from us about whether or not your personal data is being processed, and, if this is the case, access to your personal data.

Right to correction and deletion - You have the right to obtain the rectification of inaccurate personal data. As far as statutory requirements are fulfilled, you have the right to obtain the completion or deletion of your data.

This does not apply to data which is necessary for billing or accounting purposes or which is subject to a statutory retention period. If access to such data is not required, however, its processing is restricted (see the following).

### **17. Restriction of processing**

As far as statutory requirements are fulfilled you have the right to demand for restriction of the processing of your data.

Data portability - As far as statutory requirements are fulfilled you may request to receive data that you have provided to us in a structured, commonly used and machine-readable format or – if technically feasible – that we transfer those data to a third party.

Objection to direct marketing - Additionally, you may object to the processing of your personal data for direct marketing purposes at any time. Please take into account that due to organizational reasons, there might be an overlap between your objection and the usage of your data within the scope of a campaign which is already running.

Objection to data processing based on the legal basis of “legitimate interest” - In addition, you have the right to object to the processing of your personal data at any time, insofar as this is based on “legitimate interest”. We will then terminate the processing of your data, unless we demonstrate compelling legitimate grounds according to legal requirements which override your rights.

Withdrawal of consent - In case you consented to the processing of your data, you have the right to revoke this consent at any time with effect for the future. The lawfulness of data processing prior to your withdrawal remains unchanged.

## **18. Changes to the Data Protection Notice**

We reserve the right to change our security and data protection measures. In such cases, we will amend our data protection notice accordingly. Please, therefore, notice the current version of our data protection notice, as this is subject to changes.

## **19. Revocation**

You can revoke the above declarations of consent prospectively at any time by sending an informal letter to Robert Bosch Power Tools GmbH (see privacy policy for the address) or by sending an e-mail to [PT.DSO@BOSCH.COM](mailto:PT.DSO@BOSCH.COM).

For suggestions and complaints regarding the processing of your personal data we recommend that you contact our data protection officer: E-mail to: [DPO.India@in.bosch.com](mailto:DPO.India@in.bosch.com)

## **20. Warranty:**

This website has been created with utmost care. However, Bosch India does not warrant that the [website name] meets the requirements of the User or that [name of the website] is continuously available and/or error-free. Bosch does not warrant that the access to and the use of [the name of the website] is not interrupted or affected by downtimes, maintenance activities, developments, updates and upgrades or malfunctions. Any liability for damage resulting directly or indirectly from use of this website is precluded.

## **21. Intellectual Property**

21.1 The intellectual property contained in <https://www.bosch-pt.co.in/in/en/> such as patents, marks and copyrights, is protected. <https://www.bosch-pt.co.in/in/en/> does not grant a license for utilizing the intellectual property of companies of the Bosch Group (Bosch) or third parties.

### **21.2 © Copyright**

All rights reserved. Text, images, graphics, sound, animations and videos as well as the arrangement of the same on Bosch websites are protected by copyright and other commercial protective rights. The content of these websites may not be copied, disseminated, altered or made accessible to third parties for commercial purposes. In addition, some Bosch websites contain images that are subject to third-party copyrights.

### **21.3 Trademark information**

Unless specified otherwise, all trademarks on Bosch websites are protected by trademark law. This applies in particular to Bosch brands, nameplates, company logos and emblems. The brands and design elements used on our pages are the intellectual property of Robert Bosch GmbH, Germany.

## **22. Force Majeure:**

Operational disruptions caused by force majeure or other unavoidable events beyond Bosch's control,

- a) which could not be averted with reasonable effort,
- b) which could not have been foreseen even when exercising with extreme care, and
- c) which make Bosch's obligations under these Terms of Use considerably more difficult or completely or partially impossible, such as strikes, lockouts, exceptional weather conditions, operational or traffic disruptions and transport obstructions, discharge Bosch from its obligations under these Terms and conditions for the duration of such an event.

## **23. Limitation of Liability**

Bosch Limited Power Tools Division India shall not be liable to you in this promotion for any injuries, losses or damages in respect of, in connection with and/or arising from the this Promotion, including without limitation, any error in computing, any breakdown or malfunctions in any equipment

## **24. Indemnity.**

You agree to fully indemnify and hold Bosch Limited Power Tools Division India harmless from and against any loss, damage, cost, liability or expense (including legal fees), whether direct or indirect, which Bosch Limited Power Tools Division India incurs in respect of, in connection with and/or arising your breach of these Terms and Conditions.

## **25. Assignment.**

You may not assign any or all portion of its obligations without the prior written consent of Bosch, not to be unreasonably withheld.

## **26. Severability.**

Should any provision of these Terms of Use be or become invalid or unenforceable, this shall, however, not affect the remaining provisions.

## **27. Precedence.**

In the event of any inconsistency or discrepancy between the Terms and Conditions and the contents of any brochure, marketing and/or promotional materials relating to this Promotion, these Terms and Conditions shall prevail

## **28. Governing law and Dispute Resolution.**

These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India. Bosch and you irrevocably agree that the courts of Bangalore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).