

**TERMS & CONDITIONS FOR “ Mother’s Day Special, Recharge with 509 and get free shopping experience ” COMPETITION**

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “ **Mother’s day Special, Recharge with 509 and get free shopping experience** ” COMPETITION. THIS COMPETITION IS AN OPTIONAL SKILL BASED COMPETITION CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE MOBILE SERVICES LIMITED – KARNATAKA TELECOM SERVICE AREA (HEREINAFTER REFERRED TO AS “**VODAFONE India**”).

THE FOLLOWING TERMS & CONDITIONS (these “**Terms and Conditions**”) SHALL BE APPLICABLE TO THE SUBSCRIBER/S OF VODAFONE INDIA WHO IS A PREPAID SUBSCRIBER INTENDING TO PARTICIPATE IN THE **VODAFONE Mother’s day Special, Recharge with 509 and get free shopping experience** **COMPETITION** (HEREINAFTER “**COMPETITION**”). THE COMPETITION SHALL BE LIVE FROM **12/5/2018 TO 16/5/2018**, BOTH DAYS INCLUSIVE, (HEREINAFTER REFERRED TO AS “**COMPETITION PERIOD**”). THE ELIGIBLE SUBSCRIBER/S PARTICIPATING IN THE COMPETITION SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

For the purpose of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person, who being an Eligible Subscriber has participated in the COMPETITION.

1. By participating in the COMPETITION, You acknowledge that You have read, understood, accepted and agreed to be bound by the full set of Terms & Conditions set forth herein. If You do not agree to these Terms & Conditions, then You have no right to participate in the COMPETITION and You should not participate in the COMPETITION.
2. You as Eligible Subscriber of this COMPETITION would ensure that You wouldn’t misuse any of the Terms & Conditions of this COMPETITION. For participating in this COMPETITION, You agree to follow the modes as stated in point 6 below and abide by the norms as are mentioned on the official interface and as further stated herein. You may participate in this COMPETITION only as permitted by law and during your participation in the COMPETITION You are prohibited from any UNLAWFUL, HARASSING, LIBELOUS, OFFENSIVE OR VULGAR behaviour. You are not allowed to insult or harm any person or organization, religion or community through this COMPETITION.
3. **Eligibility:** An Eligible Subscriber shall:
  - (i) be a rightful user of Vodafone India’s mobile connection, who is on prepaid subscription, in whose name the mobile phone number (MSISDN) is registered in the records of VODAFONE INDIA. In the event the user MSISDN number / connection is registered in the name of a company/ firm, the employee who is authorized to use such MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participating in this COMPETITION and accept the terms applicable herein; and
  - (ii) not have any outstanding dues payable to VODAFONE INDIA on account of the mobile connection; and
  - (iii) be of at least 18 years of age as on 12/5/2018 and
  - (iv) be residents and citizens of India who are Subscribers on Vodafone India network; and
  - (v) must enter correct information at the time of participation in the COMPETITION through the mode as mentioned herein below; and

- (vi) enter correct information at the time of participation in the Contest through the modes mentioned herein below; and
- (vii) purchase a recharge pack of Rs. 509/- (available under the recharge and under which Unlimited Calling (local + STD + national roaming) + 1.4GB (4G/3G/2G) data/day +100 SMS/day to the customers for 90 days could be availed by the subscriber) via My Vodafone App **OR** [www.vodafone.in](http://www.vodafone.in) **OR** any Vodafone Store or Mini Store **OR** any multi brand telecom outlets **OR** M pesa website/App or Any legalised recharge App or website during the Competition Period.

4. **COMPETITION Area:** The COMPETITION is open to all Vodafone prepaid subscribers in the Karnataka Telecom Service Area.

5. **COMPETITION PERIOD:**

**5.1 Commencement Date of Competition:** This is a limited period COMPETITION commencing on \_12/15/2018 at 00:01:00 hrs.

**5.2 End of Competition:** COMPETITION will end on 16/5/2018 (“End Date”) at 23:59:00 hrs unless extended by Vodafone India and communicated explicitly.

6. **Modes of entry in the COMPETITION:** An Eligible Subscriber may participate in the COMPETITION through any of the following mode:

- a. My Vodafone App.
- b. [www.vodafone.in](http://www.vodafone.in)
- c. Vodafone Store & Vodafone Mini store
- d. Mpesa Website/App
- e. Multi-brand outlet where Vodafone recharges are available
- f. Any legalised recharge App or website.

7. **COMPETITION Description:**

- (a) Every Eligible Subscriber will receive a SMS or OBD call from Vodafone India or Vodafone India appointed agency to purchase of recharge pack of Rs.509/- and complete the slogan, **“Your Supermom Slogan”** and send to 199.
- (b) The Eligible Subscriber is required to respond to the SMS or OBD call within the promo dates from the SMS sent or OBD call by Vodafone India or Vodafone India appointed agency.
- (c) An Eligible Subscribers who purchases the recharge pack of Rs.509/- (as mentioned in point 3) for more than one time during the COMPETITION Period, will be eligible to participate in the Competition.
- (d) All slogans will be sent to an external auditor. The external auditor shall assess the relevance and quality of the answers and twenty (20) Slogan Winners. 20 shortlisted Eligible Subscriber (“Slogan Winners”) will be selected by Vodafone India appointed third party agency basis the skill set(aesthetic value, creativity etc.) and shall be called to a retail store and asked to shop for a minute in a particular section in that retail store.
- (e) The 20 Slogan Winners should complete their shopping within 1 (one)minute and should reach back to the finish point as defined by Vodafone India or Vodafone India appointed third party agency.
- (f) The decision of the third party independent agency with respect to clause 7(**COMPETITION Description**) and clause 8 (**Rewards and Benefits**) shall be final and binding on the Eligible Subscribers/Slogan Winners and the winners. No dispute, of whatsoever nature, in this respect shall be entertained by Vodafone India.

8. **Rewards and Benefits:**

- a. Top 3(Three) highest shoppers with maximum shopping value and reached to the finish line as communicated to them at the time of start of the event at the retail store within 1 Min. shall be considered as top 3(three) winner of the Competition.
  - b. The participants during shopping should only pick one item per brand and any additional item will not be considered for billing
  - c. The remaining 17 Slogan Winners shall get Rs.1000 worth of gift vouchers at the spot.
9. The Rewards and Benefits are not redeemable or refundable for cash, and cannot be exchanged for any other product or service.

**10. Selection of Winners:**

- (a) Unless otherwise stated herein, the selection of a winners will be conducted by an independent agency/auditor subject to the Eligible Subscriber responding to the slogan "my mom is a supermom because....." within the promo dates from the time of SMS sent by Vodafone India. Decision of the agency & auditors, appointed by VODAFONE INDIA in this regard, shall be final and binding on the Eligible Subscribers.
- (b) The process of selecting the winners would be done by an independent auditor. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA. The winners would receive a congratulatory call from Vodafone India's appointed agency's outbound calling agent which may be recorded or could be called from a representative of the official agency appointed by Vodafone India, informing about their selection as winner and prizes under COMPETITION. Also the winners' email id, social media handles and identity proof, address proof would be taken and verified on the said call. The winners would need to send their scanned photo on the email id that would be informed to them during the call and the winner authorises Vodafone India to suitably insert the said photo on the Vodafone website or Facebook, twitter or any other media as VODAFONE INDIA may deem appropriate, at its discretion.
- i) All prizes must be claimed by the winners, along with the documents specified herein below within the specified timelines intimated by Vodafone India. The documents required to be submitted along with the claim by the winners include the following (*the document list is only inclusive and not exhaustive and can change as per the requirements of law or by Vodafone India*):
  - Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc).
  - Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc).
  - One passport size photo.
  - Affidavit declaration for acceptance of Prize (format will be communicated/shared with winner).
  - PAN card copy self attached
  - In the event the number is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit:
    - No Objection Certificate and
    - Authorization letter of the employer.
  - Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable laws.
  - Every winner has to provide his/her photograph and detail interview while receiving prize.
- (c) In the event, it is found or comes to the knowledge of Vodafone India that Eligible Subscriber and/or winner submitted inaccurate/misleading details/or information as requested by Vodafone India as stated herein or in future course of action, Vodafone India reserve the right to forfeit the prize handed

over to the winner(s) and/or to be handed over to winner(s) and take the required legal action against them

11. **Modification:** VODAFONE INDIA reserves the right, at their sole discretion, to modify, discontinue or terminate the COMPETITION or to modify these Terms and Conditions, at any time and without prior notice. If VODAFONE INDIA modifies these Terms and Conditions, VODAFONE INDIA will post the modified terms and conditions on [www.vodafone.in](http://www.vodafone.in) (the "Site"). It has been agreed herein that if You participate in the COMPETITION after the modification of these Terms and Conditions, You are indicating that You agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to You, Your only recourse is to either not participate in the COMPETITION or cease participating in the COMPETITION. VODAFONE INDIA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the COMPETITION.

12. **Announcement of Winners:**

- (a) The winners on receiving the congratulatory call pronouncing them as winners of "**Mother's Day Special, Recharge with 509 and get free shopping experience**" COMPETITION will be required to confirm their acceptance of the Rewards & Benefits, immediately on receiving information about the same, to Vodafone appointed agency's Outbound Calling agent. VODAFONE INDIA reserves the right to replace the winner of COMPETITION in case of non-receipt of the said confirmation on the spot or non-receipt of any positive response from the said winners during the call. The Eligible Subscribers understand and agree that their Vodafone mobile number shall be available at all the times during the COMPETITION Period and in case a winner is non-contactable for any reason whatsoever, he/she shall be solely responsible for his/her rejection and VODAFONE INDIA shall not be anyway liable for the same.
- (b) You further acknowledge and agree that the name and image of the winner may be published on the website [www.vodafone.in](http://www.vodafone.in) or on VODAFONE INDIA's digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by VODAFONE INDIA. The winner shall be individually contacted on the respective Vodafone Number (MSISDN) as per VODAFONE INDIA's record (the number from which the SMS has been sent OR shared on Twitter OR entered on the Vodafone website). This COMPETITION is available to Eligible Subscribers who have a valid Vodafone India mobile connection during the COMPETITION Period.
- (c) VODAFONE INDIA reserves the right to change, suspend, remove, or disable access to the COMPETITION at any time without notice. In no event shall VODAFONE INDIA be liable for the removal of or disabling of access to the COMPETITION. VODAFONE INDIA may also impose limits on the use of or access to the COMPETITION, in any case and without notice or liability.
- (d) You hereby authorize Vodafone India to collect your personal information including name, address and mobile number etc. and social media profiles/handles and share with its partners during the Competition Period. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

13. **Competition Suspension:** VODAFONE INDIA reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify these Terms & Conditions of the COMPETITION or any part thereof at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Eligible Subscriber of this COMPETITION.

**14. Disclaimer and No Warranty:** To the extent You choose to participate in this COMPETITION You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Your access to and participation in the COMPETITION is at Your own risk. THE COMPETITION IS PROVIDED ON "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VODAFONE INDIA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Specifically, VODAFONE INDIA: (i) will have no responsibility for any harm to any devices, including but not limited to Your wireless device, or other loss of data, or other harm that results from Your access to or participation in the COMPETITION; or (ii) makes no warranty that the COMPETITION will meet Your requirements or be available on an uninterrupted, secure, or error-free basis, or that data transmitted will be secure from unauthorized access; or (iii) any delivery, failures relating to the sending or receiving SMS; or (iv) any SPAM generated messages as result of an Eligible Subscriber accessing the Website; or (v) the Eligible Subscriber/s not receiving or rejecting an SMS; or (vi) any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons; or (vii) other conditions/situations or failures beyond its control. You agree to access to and participate in the COMPETITION only where permitted by law. Any attempt by an Eligible Subscriber to deliberately undermine the legitimate operation of the COMPETITION is a violation of laws and should such an attempt be made; Vodafone India reserve the right to seek damages from any such Eligible Subscriber to the fullest extent permitted by law. Vodafone India will not have any responsibility related to the same and will not entertain any query or complaint of the participants. Vodafone India is neither responsible nor guarantee the quality or functionality of the goods or services being offered as gratification/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this COMPETITION. Vodafone India is also not liable for any defect or deficiency in the gratification(s) so offered or availed by the Subscribers/ Eligible Subscribers under this COMPETITION

**15. Limitation of Liability:**

(a) YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND PARTICIPATION IN THE COMPETITION REMAINS WITH YOU. NEITHER VODAFONE INDIA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT ("PROVIDERS") WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE COMPETITION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VODAFONE INDIA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VODAFONE INDIA NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VODAFONE INDIA NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE COMPETITION. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE COMPETITION, OR WITH ANY OF THESE TERMS, OR FEEL VODAFONE INDIA HAS

BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE COMPETITION.

- (b) IN NO EVENT WILL VODAFONE INDIA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE COMPETITION EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VODAFONE INDIA FOR PARTICIPATION IN SUCH COMPETITION IN THE TWELVE (12) MONTH TIME PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE ALLEGED CLAIM OR ONE THOUSAND RUPEES (RS 100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VODAFONE INDIA AND YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT VODAFONE INDIA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

**16. Disqualifications:**

- (a) Any of the winners can be considered as disqualified for the Rewards & Benefits, in case he/she fails to clear all outstanding dues payable to Vodafone India and /or is not a valid/active Vodafone Eligible Subscriber during the COMPETITION Period.
- (b) The Rewards & Benefits will be given only to the winners in whose name the Vodafone mobile phone number is registered and it is the winner's responsibility to produce such document and/or credentials to prove his/her identity and/or credentials at his/her own cost and the same is subject to cross verification by VODAFONE INDIA with their documentation received at the time of providing the connection.
- (c) The winner of the COMPETITION shall be given the Rewards & Benefits mentioned hereinabove. The Reward & Benefit is non-transferable, non-negotiable and non-assignable in the name of any other person and it shall be subject to income tax, gift tax or any other statutory levies / tax (including withholding taxes) as may be applicable and the winners of the Rewards & Benefits shall be responsible and liable to pay such taxes, if any.
- (d) Benefits will stand withdrawn in case it is found that there are any prohibitory orders, judicial or otherwise against the Eligible Subscriber and/or there are any criminal or other proceedings against the Eligible Subscriber prohibiting them from any travel.
- (e) All consumer plans are meant only for the use of retail customers and are not meant for commercial/ nonretail use. Following usage by customers will be deemed to be Commercial/ non-retail usage and shall be chargeable as per the governing policy.

**17. Publicity:**

- (a) The winners hereby irrevocably authorize VODAFONE INDIA, that the data gathered during and/or after the COMPETITION in respect of the Eligible Subscribers (including Eligible Subscriber's name and Photograph etc.) shall be the property of VODAFONE INDIA and further VODAFONE INDIA shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Vodafone's brand.
- (b) You agree and understand that the COMPETITION is only for the enjoyment of the Eligible Subscriber and You shall not try or intend to misuse this COMPETITION stated herein. Thereby, You shall not unduly commercialize or resell any of the content made available under this COMPETITION to any third party.
- (c) The COMPETITION will be conducted under the audit supervision of an independent audit firm. The decision of the audit firm shall be final and conclusive in case of any dispute arising under the Terms and Conditions or in determining the winner of daily gift.

**18. Indemnity:**

- (a) The winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the entire COMPETITION Period, and the winners hereby indemnify and shall keep indemnified, VODAFONE INDIA, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehaviour, misconduct, unlawful acts, actions/inactions etc. of the winners. Vodafone India has no liability against any claims arising out of or in connection with the use of the products or for any loss or damage of whatsoever nature caused to Eligible Subscriber or any third party in connection with the subsistence of the COMPETITION..
- (b) You shall indemnify and keep indemnified Vodafone India, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone India may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India shall have the right to defend themselves, pursuant to this clause, at the cost of the Eligible Subscriber in breach.
- (c) VODAFONE INDIA shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the Eligible Subscriber/Slogan Winners/winners while participating in the Competition and/or availing the benefits of the COMPETITION. Further, VODAFONE INDIA shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the rewards under this COMPETITION.
- (d) You agree to indemnify VODAFONE INDIA, its directors, officers, employees, agents and/or its affiliates against all actual claims, liabilities, expenses, costs, loss or damage of whatsoever nature, arising out of or in connection with the breach of these terms and those terms agreed by the Eligible Subscriber including but not limited to those stated in the Customer Application Form ('CAF') / Customer Information Form ('CIF'). In case there are any points or clauses stated herein that contradicts those specifically agreed in the CAF / CIF, then the terms stated in the CAF / CIF shall prevail.

**19. Restrictions:**

- (a) Employees / Associates / Agents / (including their family members / relatives) of VODAFONE INDIA will not be qualified for participating in the COMPETITION.
- (b) By participating in the COMPETITION, You confirm to acknowledge and abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India that is made available through the COMPETITION.

20. If any part of these Terms and Conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.

21. SUBSCRIBER QUERIES: Any questions or concerns about these Terms and Conditions of use may be brought to our attention by e-mail / phone/ visiting website page. Subscriber(s) should read the Terms & Conditions each time before Subscriber(s) use services offered by Vodafone. Any questions or concerns should be brought to our attention via e-mail by visiting our 'Contact Us' page, and providing us with information relating to Subscriber(s) feedback, comments and / or service related issue, if any. The Subscriber(s) may also call the Toll Free number 199.

**22. GENERAL TERMS AND CONDITIONS**

- a. By participating in this Competition, You confirm that you have read understood and agreed to conform to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that you have submitted while participating in the Competition;
- b. This awards under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
- c. By participating in this Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and you agree to receive promotional messages and alerts under the current Competition and upcoming Competition from Vodafone India, as it may in its sole and absolute discretion decide.
- a. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Participant shall also be bound by the terms and conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.
- d. **Force Majeure** – This Competition is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India (“Force Majeure Event”). Vodafone India shall not be liable for any delay or adverse effect caused to Participants as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Participants.
- e. This Competition is subject to guidelines/directions issued by Telecom Regulatory Authority (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- f. Failure by Vodafone India to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person including a Participant.
- g. Participant may contact the customer care regarding any queries, complaints, disputes pertaining to the Competition.
- h. You hereby authorize Vodafone India to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable you to participate in this Competition. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- i. You agree that Vodafone India has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that you may have to share independently with third parties.
- j. By participating in the Competition, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and to any third party content licensor to Vodafone India that is made available through the Competition.
- k. By participating in the Competition, You confirm that you are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between you and Vodafone India and you are acting voluntarily, using your own time and resources to participate in this Competition, solely at your own risk.
- l. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Bangalore.