

## TERMS AND CONDITIONS GOVERNING THE CONTEST "Set & Win Competition"

### A. INTRODUCTION

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. THE CONTEST IS AN OPTIONAL CONTEST CONCEPTUALIZED, ORGANIZED AND HOSTED BY ONE97 COMMUNICATIONS LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT , 1<sup>st</sup> Floor, Devika Tower, Nehru Place, New Delhi – 110019 and corporate office at B-121, Sector 5, Noida, UP 201301 AND ITS CORPORATE OFFICE AT \_\_\_\_\_ (HEREINAFTER REFERRED TO AS **"One97"** OR **"ORGANIZER"**) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE IDEA LIMITED, (HEREINAFTER REFERRED TO AS **"VODAFONE IDEA"**).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA POSTPAID & PREPAID SUBSCRIBERS PARTICIPATING IN THE CONTEST KNOWN AS "SET & WIN COMPETITION (**"COMPETITION / CONTEST"**) DURING THE CONTEST PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS "SET & WIN COMPETITION. BY PARTICIPATING IN THE CONTEST, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (**"TERMS AND CONDITIONS"**). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE CONTEST.

FOR THE PURPOSES 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 CONTEST.

### B. DEFINITIONS

1. **"Subscriber"** shall mean the rightful user of the Vodafone Idea mobile connection who is either on a prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization letter of the employer duly permitting the employee to use the number for subscribing for this Contest and accept the terms applicable herein. This shall not be applicable on Recharge prize.
2. **"Active Subscriber"** shall mean a Subscriber who uses the Vodafone brand Subscriber Identity Module ("SIM") of Vodafone Idea on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone Idea.
3. **"Circle(s)"** shall mean Vodafone Idea Telecom Service Areas.
4. **"Affiliate"** shall mean, with respect to a Party, any entity directly or indirectly Controlling or

Controlled by, or under direct or indirect common Control with such Party. For the purposes of this definition, 'Control', 'Controlled' or 'Controlling' shall mean, with respect to any entity, any circumstance in which such entity is controlled by another entity by virtue of the latter entity controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities/rights of such entity or by virtue of any contractual arrangements or otherwise.

5. **"Competition Pack Member(s)"** or **"Participants"** means (i) Active Subscribers who meet the eligibility criteria specified in these Terms and Conditions, (ii) who belong to Circle(s) and have successfully activated, and (iii) who are subscribed to the Competition Pack as described in the subscription process hereunder.
6. **"Eligible Subscriber"** shall mean an Active Subscriber of Vodafone Idea satisfying the following criteria at the time of participation and during continuation of Contest:–
  - i. He/she must be of at least 18 years of age;
  - ii. He/she must be a citizen of India;
  - iii. He/she must be an Active Subscriber of Vodafone Idea;
  - iv. He/she must be responsible to activate and subscribe to the Competition Pack and thereby become a Competition Pack Member. He/she must belong to any of the telecom service areas mentioned below;
  - v. For Prepaid Subscribers – Subscribers must have the minimum requisite balance of **Rs. 2 per day**, for each day of the Contest Period, to be eligible to participate in this Competition on that day;
  - vi. He/she must not be of an unsound mind; and
  - vii. He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
  - viii. He/she must not have been subject of any criminal proceeding;
  - ix. Subscribers who are roaming outside their home Circle will be barred from playing the Competition.
7. The Competition will be known by and be made available in the below mentioned languages: **English, Malayalam, Telugu, Kannada, Tamil, Hindi, Gujarati, Marathi, Punjabi and Bengali, Oriya, Assamese on IVR.**

8. Further, the Set & Win Competition\_Pack Members who participate in the Competition and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone Idea Subscribers of the winning mobile phone number and not merely the players using such mobile number ("**Winner(s)**"). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the winning mobile number, the Organizers reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion. The confirmation is not required in- case of daily recharges.
9. The employees of the Organizers and/or Vodafone Idea and or their group companies, affiliate or associate companies and their relatives/ dependents (First blood/Spouse of immediate member) shall not be eligible to participate in this Competition. If found otherwise, then the Organizers reserves the right to forfeit the prize. If an employee of the Organizers or Vodafone Idea leaves the organization when the Competition is launched or leave during Contest Period/ before Winner list announcement / after Winner's list is announced, the employee will not be eligible to participate in the Competition.
10. The Organizers and/or Vodafone Idea reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by the Organizer or Vodafone Idea to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of One97 or Vodafone Idea shall at all times be binding and final.

**C. CONTEST PERIOD / COMPETITION PERIOD**

1. This is a limited period contest for Eligible Subscribers of Vodafone Idea, available from 10th January 2019, 00:00:01 hours to 19<sup>th</sup> April\_2019, 23:59:59 hours, both days inclusive ("**Contest Period/Competition Period**").
2. Vodafone Idea reserves the right to extend or shorten the Contest Period, as it deems fit.

**D. CONTEST/COMPETITION AREA**

Kindly refer to **Exhibit A**.

**E. CONTEST DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

Refer **Exhibit B**.

- a. Once a Vodafone Idea Subscriber subscribes to RING BACK TONE service (referred to as "**RBT**") or an existing RBT subscriber sets a new song as their RBT, during the Competition Period, then they become eligible to participate in the Competition.

- b. The Participant will be given 1 question for every rupee charged for RBT service activation or song change/ selection. Below are some examples:
- i. If a Participant gets charged @ Rs.3, he/she will be eligible for three (3) questions, and a Participant getting charged @ Rs.30, will be eligible for thirty (30) questions.
  - ii. If a Participant activates RBT service and the charged amount for activation is Rs. 36 and for selection of song charge is Rs. 15; then the Participant will get thirty six (36) questions for activation and fifteen (15) questions for song selection, so the total number of questions will be fifty one (51).
  - iii. If the charges are in decimals, then the number of questions will be rounded off to the next number. For e.g. if Participant is charged Rs.10.5 or 10.1, then he will get 11 questions.
- c. In case a Subscriber does consecutive RBT transactions, then the Subscriber will be eligible to get the questions basis the total cumulative amount charged. Participant can answer all such allotted questions one after the other till the Participant answers all allotted questions.
- d. However, if due to the technical problem/error the said price of the number of questions played by the Participant is not charged to the Participant, One97 reserves the right to charge such amount to the participant any time before the expiry of the Competition Period or before declaring the Winner. In case the Participant is unable to make payment of such amount, only those questions will be considered for winner selection in the Competition for which the participant has been charged successfully.
- e. In case of activation of RBT service, if a Participant is charged, then only Participant will be given Welcome Message to participate in this Competition. But if the Participant gets activated on RBT service without any amount being charged, then such Participant will not be given welcome message and will not be eligible to play this Competition till the amount is charged for RBT service. This Competition will be applicable to the Subscribers who are subscribed to minimum of Re 1 pack.
- f. Once the RBT Subscriber gets charged for any of the above mentioned transactions, next day the Subscriber will receive an SMS regarding the Competition; informing them to dial 5040455 (Vodafone Subscribers) & 53222 (Idea Subscribers) for playing this Competition.
- g. Competition will be available on 5040455 (Tollfree) for Vodafone Subscribers & 53222 (Toll-free) for Idea Subscribers. Eligible Subscribers can play the Competition by dialing 5040455(Vodafone) & 53222(Idea) and answering the questions on IVR by pressing the relevant key for the answers.
- h. Each question will have two (2) answer options.

- i. For every right answer, the Participant will get ten (10) points. There is no negative marking for a wrong answer.
- j. After every right/wrong answer, the Participant will be given its score, followed by the next question.
- k. Questions will be given to the Participant on RANDOM basis.
- l. If the Participant gives an invalid input, then an SMS will be sent to the Participant describing it as an invalid answer,
- m. If the Participant stops playing the Competition after answering the nth question, then when Participant dials the IVR again, Participant will continue with the (n+1)th question. The Participant can continue playing by dialing 5040455(Vodafone) & 53222(Idea), to receive the next question.
- n. If the Participant has completed all the allotted questions as per their eligibility (i.e.. number of questions allotted basis the charged amount) and dials the IVR again, they will be listening to a prompt informing that they have already answered all allotted questions and that they can answer more questions by downloading more songs in the RBT service. There are a **maximum of 255 questions** available for Participants to answer during this Competition.
- o. The Participant can play the questions one after the other till Participant finishes answering all the allotted questions.

In case if there is a technical failure in the system and participants are able to play the questions more than what they are eligible to play for and crosses the above mentioned limit then One97 has the sole discretion to disqualify the winner and forfeit/recover the prize money, forfeit the contest or declare the runner up as winner.

The charges paid by the subscribers are towards the service and no additional charge is collected from the subscriber for participating in the Competition.

#### **F. PRIZES AND WINNER SELECTION PROCESS**

1. Please refer to **Exhibit B** for details of prizes.
2. In case of increase in the value of any prize, the incremental difference shall be borne by the Winner. In an event where the Participant is unable to bear such incremental difference of the prize, then the prize shall be considered to be surrendered and as per the terms set out herein and the Organizers reserves the right to award the prize to the next eligible Winner.
3. Prize/rewards contained herein are applicable only for the Participants who are scoring points by playing the Competition.

4. The **selection criteria**, of the Winner of the Competition, shall take place after completion of the Competition and prize/rewards shall be distributed thereafter. Winner selection will be done based on the following criteria in the order as mentioned below:
  - a. **Highest Score** – The Participant with highest score will be the Winner. In case of a tie on the score, the next criteria will apply.
  - b. **Shortest Possible Time** – In case of tie on the points scored, the Participant who took least time to answer the questions would be selected as the Winner.
5. Subject to compliance with the selection criteria above, all prize categories except Daily Recharge Prize – In case of a tie between Participants on above mentioned criteria, then the participants who have tied will be asked to answer a set of 5 tie breaker questions. The participants who answer the maximum questions correctly in the given time or in case all the tied participants correctly answer equal number of questions the participants who answers the maximum questions correctly in the least time, will be selected as the winner. This shall continue till a clear winner selection can be done.
6. Subject to compliance with Clause 4 above, Daily Recharge Prize – In case of a tie between Participants on above mentioned criteria, all the participants who have tied will be gratified. There will be no tie breaker for these prize categories.
7. All the Winners shall be chosen in accordance with the Winner selection process duly certified by an **Independent External Auditor** appointed by the Organizer and decision of Independent External Auditor shall be final and binding on the Participants.
8. Without prejudice to the foregoing, the Participant shall not hold the Organizer, the Independent External Auditor or Vodafone Idea liable for the Winner selection process under this Competition.
9. Post selection of Winners the results will be uploaded on <http://one97.com/contest/crbtcontest/> and the Organizer shall also make 5 consecutive attempts to contact Winners over call to inform about the prizes and further process of claiming the prizes. The Winner will have to submit the documents (required documents mentioned below) within 30 days post the Organizer contacts the winner through Call or SMS or email. It is the responsibility of the Participant to check the result link provided on daily basis post completion of Competition to know the Winners. And further it is the responsibility of Winners to claim their prize. The details required for claiming the prize shall be mentioned along with Competition Winner list.
10. The prize will be rolled over to next eligible Participant or forfeited, at the sole discretion of the Organizer and Winner agrees to surrender the prize if:

- a. The Winner does not claim the prize or fails to submit all necessary documents within 30 days post the Organizer contacts the winner through Call or SMS or Email.
  - b. The Winner does not submit TDS (if applicable) amount within 20 days of receipt of information from the Organizer.
11. In all cases or any issues related to Winner's liability on TDS amount, the Organizer's decision will be final.
12. Post completing the documentation process, the Winner will be informed (through tele-calling) regarding the modalities of the prize and distribution thereof. Delivery of prize will be subject to the Winners giving the correct address and his/her availability there. In the event, the prize cannot be delivered due to reasons beyond the control of the Organizer, the Winner(s) shall collect them from the nearest place, specified by the Organizer, at their own cost. the Organizer will not be liable to reimburse the cost so incurred by Winner - whether travel, accommodation or any other cost.
13. **Note:** If there is any delay in the verification of Bumper / Circle First/ Circle Second / Circle Daily prize probable winners due to certain reasons such as verification documents pending, TDS pending, etc. then this will delay the declaration of final Winner list. The Organizer/VIL will not be responsible for this delay. For avoidance of any doubts, the final Winner list shall be published only after successful verification of documents submitted by the Winners.
14. Winners (including spouse of Winners and immediate/first blood relatives of Winners) of previous competitions and/or engagement activities/offers organized by the Organizer for Vodafone Idea who have won a Bumper / First / Grand Prize shall not be eligible for the Bumper / Circle First/ Circle Second Prize in this Competition. Here, engagement activities/offers mean the activities organized by the Organizer since 2018 with Vodafone Idea. This restriction shall also apply to other Participants who share the **same address** with Winners of previous competitions and/or engagement activities organized by the Organizer for Vodafone Idea who have won a Bumper / First / Grand Prize.
15. Winners also agree to provide an undertaking to the effect that his/ her spouse or immediate/first blood relatives of Winners are not the winners of Bumper / First / Grand Prize of previous competitions and/ or engagement activities/offer organized by the Organizer for Vodafone Idea.
16. Winner, who is found to have made a false claim under sub clause (13), does hereby agree to:
  - a. Allow the Organizer to recover the Prize (referred to in sub-clause (13)); and
  - b. Completely indemnify the Organizer, including any cost thereof, if declaration made in sub clause (13) is found false or incorrect.

17. If the same person having different MSISDN has been selected more than once, in such event he /she will be awarded only one Prize. A Participant will be entitled to win only once during the entire Contest Period. If a Participant is declared as Winner in more than one Prize category then he/she shall be entitled to only one prize/ reward of highest value amongst different prize/ rewards in the entire Contest Period. This restriction shall not apply to daily recharge & assured prizes.
18. All prizes will be given after deducting various taxes, license fees and charges as applicable except as otherwise stated in writing.
19. All decisions of the Organizer in respect of all transactions under this Competition, including without limitation the selection of Winners as certified by the Independent External Auditor and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard. Vodafone Idea has no role in the selection of Winners or prizes in this Competition.
20. The list of the Winners of the prizes will be announced and published on <http://one97.com/contest/crbtcontest/> after the end of the Competition and after all the Winner selection process are completed.
21. All prizes offered in this Competition will be sponsored and distributed by the Organizer or a designated third party.
22. All prizes offered in this Competition are subject to availability. The Organizer reserves the right to provide alternate models or brands or colour of the same value or any lesser value nearest to the original value, for any of the prize/s under different categories mentioned in the Terms and Conditions. Also, no request for any upgradation in the prize offered shall be entertained by the Organizer or Vodafone Idea. Model or brand or colour for alternate prize will be decided by the Organizer at its sole discretion, any choice of Winner in respect to model or brand or colour will not be considered in any case.
23. Any failure on the part of the Winner under this Competition to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and the same prize will be given to the next eligible Winner and which shall in the case of Bumper Prize Winners, is limited up to 3 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s), submission of necessary documents and compliance of any such condition as expressly mentioned herein. All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Competition and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer under any circumstances.
24. Mere participation in the Competition shall not entitle a Participant to the prize. No other person or agent can claim the prize on behalf of the Participant. Except in cases where the

Organizer approves the representative to claim/collect the prize and the representative furnishes the documents as may be required by the Organizer. Further, only registered Vodafone Idea Competition Pack Members of the winning mobile phone number can be Winners and not merely the players using such mobile numbers.

25. Without prejudice to the foregoing, under no circumstance shall the Winners of the Competition be entitled to redeem any category of prize for cash. The Organizer, at its sole discretion, shall not provide a cash alternative to any of the prize being offered in this Competition.
26. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. 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 Organizer*):
  - a. Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc).
  - b. Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc).
  - c. One passport size photo.
  - d. Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner).
  - e. Post paid bill (for post paid user) (additional document).
  - f. Submission of acknowledgement letter (as per the format that shall be provided by the Organizer) on receipt of the Prize(s)
  - g. PAN card copy self-attached
  - h. **For Bumper Prize Winner**- Affidavit on a non-judicial stamp paper of appropriate value that he / she (including spouse of Winners and immediate/first blood relatives of Winners) has not won any Bumper / First / Grand prize in previous competitions organized by the Organizer for Vodafone Idea. Further declaration required from Bumper Prize Winner that winner does not share the **same address** with Winners of previous competitions and/or engagement activities organized by the Organizer for Vodafone Idea who have won a Bumper / First / Grand Prize.
  - i. 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:

- a. No Objection Certificate and
  - b. Authorization letter of the employer.
  - j. Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizer or applicable laws.
  - k. Every Winner has to provide his/her photograph and detail interview while receiving prize.
27. In the event, it is found or comes to the knowledge of the Organizer that Participant and/or Winner submitted inaccurate/ misleading details/ or information as requested by the Organizer as stated herein or in future course of action, the Organizer reserves 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.
28. Neither Vodafone Idea nor the Organizer is responsible for guarantees or warranties of the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of such goods or services so awarded to the Winners under this Competition. Participant further understands that the goods provided as prize may carry manufacturer's guarantee and in case of any deficiency in the goods, Winners will contact the manufacturer only. Any and all claims regarding the quality or service of the prize shall be made by the Winner to the Organizer.
29. Any prize of value in excess of INR 10,000 per Contest\* will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the Winner at the prevailing rate, unless expressly specified otherwise. Further, all the Winners must furnish a valid Indian PAN Card to claim the prize amount, or prize, irrespective of the value of the same, failing which the Winners' prize shall be forfeited, or the prize shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer.
- \*A Winner earning prize in excess of INR 10,000/- Per Contest in aggregate from all competitions/contests/offers conducted by the Organizer irrespective of any specific operator will be subject to TDS under the Income Tax Act, 1961.
30. All gratification will be given after deducting various taxes, license fees and charges as applicable. All incidental costs (i.e. insurances, transfer fees, registration fees, and all the expenses incurred over and above on the road price etc., in case of vehicle/car offered as gratification) /taxes/levies related to the gratification(s), if any, shall be exclusively borne by the Winner including but not limited to TDS, Gift tax (if any), road tax, insurance as may be applicable and any other taxes levied by the Central, State or Municipal government.
31. The Gold offered will be MMTC certified valuing upto Rs. 1000 each circle.

32. The Organizer/VIL does not take any responsibility for any impurity, defect, recall or replacement of the Gold.
33. Vodafone Idea and the Organizer is not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Participant personally, including without any limitation the costs of collecting prizes or applicable taxes to be borne by the Participant entitled to the prize.
34. The Participant shall not have the right to claim any damages, loss or costs from the Organizer and/or Vodafone Idea for delay in delivery of the prize(s) on any grounds whatsoever. The Organizer and / or Vodafone Idea are not liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Competition.
35. The Organizer will inform the TDS amount in advance to Winner. Winner will have to submit the DD equivalent to TDS amount in favor of the Organizer. The Winner will receive a TDS certificate in respect of the amount of TDS as per arrangement in Income Tax Act 1961.
36. The prizes shall be handed over by the Organizer on receipt of all the documents, from the Winners, required to process the distribution of the prize, and satisfactory verification thereof by the Organizer.
37. Questions and their answers are designed/ sourced by the Organizer, as per their best knowledge and information available in public at large and have been collected and framed with reasonable prudence. The answers are based on largely known facts and any exceptions are not considered. In the event of any discrepancy / dispute regarding the questions or answers, neither the Organizer nor Vodafone Idea nor any third party involved shall be liable towards any Participant in any manner.
38. All incidental costs, expenses, taxes or levies related to the Prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), Insurance, registration fees and any other taxes applicable by the Central, State or Municipal government. To avail and/or use the prize, Winner shall be solely liable for all applicable regulatory and statutory compliances including but not limited to any costs involved.
39. Any Participant providing any incorrect information, concealing or withholding any information from the Organizer with intent to participate and/or win the Competition will automatically be disqualified from participating in it and winning the different categories of prizes. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the Vodafone Idea number, domicile, payment of outstanding amount to Vodafone Idea or any other information provided by the Participant, shall entitle the Organizer to disqualify him/her without any further intimation. The Organizer agrees that Vodafone Idea does not have any liability or responsibility with respect to any information furnished by a Subscriber to the Organizer.

40. Apart from the entitlement to the prizes mentioned herein, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone Idea and/or the Organizer, unless otherwise expressly provided hereunder.
41. The Winner's name will be announced by the Organizer along with Independent External Auditor, as registered in the system of Vodafone Idea.
42. The Winners shall not be entitled to their respective prize, in case he/ she fails to clear all outstanding dues payable to Vodafone Idea and / or is not an Active Subscriber of Vodafone Idea during Contest Period and on the date of claiming the prize/s.
43. In event of the death of the Winner, the prize if any may be awarded by the Organizer to the legal heirs/successors of the deceased Winner at sole discretion of the Organizer. The Organizer shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors as it deems fit and in case of no documentary proof or evidence of Successors legal right the prize shall be transferred to next eligible winner.
44. The Organizer reserves the right to forfeit the prizes under the following circumstances:
  - a. If documents as mentioned herein are not submitted within 30 days
  - b. If TDS (if applicable) not submitted within 20 days.
  - c. If documents provided are found to be inaccurate/misleading.
  - d. If Winner is unwilling to claim/accept the prize.
  - e. If the Winner is not reachable over phone after trying 5 times.

If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number. Any failure on the part of the Winner to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s) or roll the prize over to the next eligible Winner, at their sole discretion.
45. MNP will be applicable in case of participant is porting from one circle to another circle within Vodafone during the Contest Period while keeping his mobile number same, then he/she shall be considered as eligible for respective Zone/National/Circle prize where the number will be registered at the time of winner selecting process.
46. To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be Active Subscriber of Vodafone Idea during Contest Period and at the time of the Winner announcement.

47. Prizes will be delivered against production of valid documents evidencing identity of Winners;
48. Winner will be decided basis above mentioned method by the Organizer. By participating in the Contest the Participant agrees to be bound by the Winner selection process adopted by Vodafone Idea and the Organizer & shall not raise any dispute in this regard in any manner whatsoever.

#### **G. MODIFICATION OF TERMS AND CONDITIONS**

1. The Organizer and/or Vodafone Idea reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify these Terms & Conditions of the Contest or any part thereof at any time during the Contest Period and without prior notice to You, including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or statutory changes and for other reasons beyond its control.
2. If Vodafone Idea modify these Terms, the latest revised version of the Terms and Conditions shall be effective and binding on the Participants from the time of its posting on the Website [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this Website \_\_\_\_\_ regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Contest. Your continued participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.

#### **H. WITHDRAWAL OF CONTEST**

1. Vodafone Idea and the Organizer reserves the right to extend, cancel, discontinue, suspend, disable or prematurely withdraw the Contest at any time during its validity as may be required in view of business exigencies and/or changes by any regulatory authority and/or statutory changes without any notice to You and the same shall be binding on the Participants.

#### **I. DISCLAIMERS**

1. You agree that this Contest is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Contest is voluntary and You expressly agree to participate at your sole risk. Vodafone Idea and the Organizer shall not be responsible for any loss, injury or any other liability to any Participant arising due to participation in the Contest.
2. To the extent you choose to participate in this Contest, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold

Vodafone Idea and the Organizer, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Contest or arising otherwise.

3. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by the Organizer and Vodafone Idea including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process due to technical snags including network problems or system error, the results or reliability of the Competition, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition; (b) The Participant expressly agrees that his/her participation in the Competition offered by the Organizer is at the Participant's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Competition shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone Idea.
4. Neither Vodafone Idea nor the Organizer shall be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process, any action that has been initiated, actioned or completed through the Subscriber mobile phone, failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, Vodafone Idea and /or the Organizer shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or Vodafone Idea. In case if there is a technical failure in the system and participants are able to play the questions more than what they are eligible to play for each day and crosses the per day limit then the Organizer has the sole discretion to disqualify the winner and forfeit/recover the prize money, forfeit the contest or declare the runner up as winner.
5. The Participant shall indemnify and keep indemnified Vodafone Idea and the Organizer and their officers, directors, employees, and affiliates harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which the Organizer or Vodafone Idea may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Participant under the Terms and Conditions, any failure by the Participant participating in the Competition to comply with applicable law, any infringement of intellectual property rights of the Organizer and/or Vodafone Idea and any third party claim in respect of misuse of any information of a third party. Vodafone Idea and the Organizer

shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participant.

6. The Organizer, Vodafone Idea nor any of their group entities or affiliates, their respective directors, officers, employees, vendors, representatives , shall not be liable for any action, claim, demands, losses, cost, charges, expenses or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life) or incurred or claim to suffer, by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prizes offered or on account of their participation in this Competition.
7. Any attempt by a Participant to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, the Organizer and/or Vodafone Idea reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
8. The Organizer and Vodafone Idea do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
9. The Organizer Vodafone Idea and their officials including their directors, officers, partners, employees, consultants and representatives are under no obligation to render any advice of service to any participant in respect of the competition.

#### **J. INTELLECTUAL PROPERTY RIGHTS**

1. You, the Participant, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Competition shall remain, at all times, owned by the Organizer, Vodafone Idea or its respective owners. All material and content contained in this Website is made available for your personal and non-commercial use only. Any other use of the material/ content on this Website, WAP Link or any information disseminated by SMS or any other means of communication is strictly prohibited.
2. Nothing in the Competition shall affect any intellectual property rights of the Organizer or Vodafone Idea or any of their affiliates in any product or service made available on the Website.
3. By participating in the Contest, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea and the Organizer and to any third party content licensor to Vodafone Idea that is made available through the Contest.

## K. GENERAL TERMS AND CONDITIONS

1. By participating in this Contest, You confirm that you have read understood and agreed to confirm to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that you have submitted while participating in the Contest;
2. This awards under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
3. The provisions of this service, the Competition and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.
4. Rule Violation: Based on all the above mentioned rules in the Terms and Conditions if any rule is violated due to any technical reason then no extra benefit will be granted to the Participant.
5. Points obtained in this Competition will be valid for this contest only & will not be carried forwarded to new or any other competition.
6. The Participant may contact the Organizer for any queries/complaints by sending an email to **games@one97.net** which will be answered between 9:30 am to 6:30 pm on working days, between Monday to Friday. All disputes must be addressed by the Participant in writing to One97 directly and Vodafone Idea shall not entertain any communication in this regard. Further, any information that the Participant may request in connection with the Competition, may be provided by the Organizer to the Participant, at the sole and absolute discretion of the Organizer, depending on the nature of the information requested, and any such information may be provided only during a period of 60 days from the end of the Competition. No such request shall be entertained thereafter. The Organizer further clarify that any information requested by any Subscriber shall only concern that Subscriber and under no circumstances will the Organizer provide confidential information or information pertaining to other Subscriber (s).
7. Upon participating in the Competition, the Subscriber confirm and waive the applicability of rules and regulations of the National Do Not Call Registry to the extent of receiving messages/calls in relation to this Competition and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Competition and engagement calls / SMS, promoting the new competition. The participant will be informed about the next competition to be launched after the end of the Competition. They can at any given point of time deactivate from the Competition.
8. Also, by participating in this Competition, You:
  - a. Agree to the Terms and Conditions mentioned below and give Your consent for the same;

- b. Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone Idea or between You and the Organizer and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk;
  - c. Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
  - d. Warrant the accuracy, truthfulness and currency of all information that You have submitted; and
  - e. Warrant that prior to subscribing to the Competition, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein and the terms and conditions of the Competition Pack.
  - f. Confirm and undertake that You will make an informed choice regarding the option to play through voice or Short Message Service ("SMS") or on Unstructured Supplementary Service Data ("USSD") or on IVR and after understanding the implications of the same.
9. **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 Idea ("Force Majeure Event"). Vodafone Idea and the Organizer shall not be liable for any delay or adverse effect caused to Participants as a result of a Force Majeure Event. Vodafone Idea shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Participants.
10. Vodafone Idea and the Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the Participants.
11. The Organizer and Vodafone Idea shall be entitled to use, the details of the Participant such as name, photograph, the prizes awarded to them etc. for their marketing purposes, if any. The Participant also hereby agree to the same. The Organizer may, at its discretion, choose not to disclose the identity of the Participant to other Participant unless expressly mentioned herein. The Participant also consent to the information stored in the servers of the Organizer or its service providers, inside or outside India. Participants' 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>.
12. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form i.e. Enrolment Form filled at time of SIM Activation of Competition Pack member. This Contest is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.

13. You agree that Vodafone Idea 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.
14. By participating in the Contest, You confirm that you are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between you and Vodafone Idea and you are acting voluntarily, using your own time and resources to participate in this Contest, solely at your own risk.
15. This Competition may contain factual references to the names of certain companies, products and individuals. The Organizer and Vodafone Idea make no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
16. These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone and the Organizer mutually, whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996 and amendment thereof. The place of Arbitration shall be at New Delhi. The language of Arbitration Proceeding shall be English.

**EXHIBIT A**

The Contest is valid in select Indian cities / telecom service areas as mentioned below –

S. No.	Circle Group	Region
1	DELHI	North
2	HARYANA	North
3	UTTAR PRADESH EAST	North
4	UTTAR PRADESH WEST	North
5	PUNJAB, HIMACHAL PRADESH & JAMMU & KASHMIR	North
6	ORISSA	East
7	ROB & KOLKATA	East
8	ASSAM & NORTH EAST	East
9	BIHAR	East
10	RAJASTHAN	West
11	MADHYA PRADESH	West
12	MUMBAI	West
13	MAHARASHTRA	West
14	GUJARAT	West
15	CHENNAI & TAMIL NADU	South
16	KARNATAKA	South
17	KERALA	South
18	ANDHRA PRADESH	South

Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, notification or any order issued in any State /Territory by the respective Government, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe or to participate in the Competition. No further notice shall be given by Vodafone Idea or One97 in this regard.

**EXHIBIT B****CONTEST DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

The charges paid by the subscribers are towards the service and no additional charge is collected from the subscriber for participating in the Competition.

**EXHIBIT B****PRIZES AND WINNER SELECTION PROCESS**

<b>Category</b>	<b>Prize</b>	<b>Gratification</b>	<b>Total Quantity</b>	<b>Description</b>
National	Bumper Prize	A Entry level Compact Hatchback Car	1	One Participant fulfilling the Winner Selection Criteria would be selected for National Bumper Prize from PAN India for entire Competition period
Circle	Circle 1st Prize	Point and Shoot Camera	18	One Participant fulfilling the Winner Selection Criteria would be selected for Circle 1 <sup>st</sup> Prize from each circle for entire Competition period
Circle	Circle 2nd Prize	Gold (worth Rs.1000)	18	One Participant fulfilling the Winner Selection Criteria would be selected for Circle 2 <sup>nd</sup> Prize from each circle for entire Competition period
Circle	Circle - Daily	Daily Recharges - 100	1800	One MSISDN fulfilling the Winner Selection Criteria would be selected for Daily Prize every day from each circle for entire Competition period