

## TERMS AND CONDITIONS GOVERNING THE CONTEST

### Diwali Special Bonanza

#### 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 ONMOBILE GLOBAL LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT TOWER 1, 94/1 C AND 94/2, VEERASANDRA VILLAGE, ATTIBELE HOBLI, ANEKAL TALUK, ELECTRONIC CITY PHASE 1, BANGALORE – 560 100, INDIA (HEREINAFTER REFERRED TO AS “ONMOBILE”) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE INDIA LIMITED, AND VODAFONE MOBILE SERVICES LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE INDIA”).

ONMOBILE AND VODAFONE INDIA SHALL HEREINAFTER JOINTLY OR INDIVIDUALLY AS THE CONTEXT MAY REQUIRE BE REFERRED TO AS “ORGANIZER(S)”

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE CONTEST KNOWN AS “ELIGIBLE SUBSCRIBER” DURING THE CONTEST PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS Diwali Special Bonanza. 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 subscriber of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. In the event, the subscriber’s 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 of the employer duly permitting the employee to use the number for subscribing for this Contest and accept the terms applicable herein.

- (2) “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone India on a regular basis for purposes other than to participate in any offer or Contest offered by Vodafone India.
- (3) “**Eligible Subscriber**” shall mean an Active Subscriber of Vodafone India who has subscribed to the Contest. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Contest –
- (i) Subscriber must be of at least 18 years of age;
  - (ii) Subscriber must be a resident of India;
  - (iii) Subscriber must be an Active Subscriber of Vodafone India;
  - (iv) Subscriber must be a Contest or Pack Member;
  - (v) Subscriber must belong to any of the telecom service circle/s mentioned below;
  - (vi) In case a Subscriber, who is a pre-paid Subscriber, has less than Rs. 1/Day - balance, the Subscriber will not be able to play the Contest. Subscriber must not be of an unsound mind; and Subscriber must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
  - (vii) Subscriber must not have been subject of any criminal proceeding;
  - (viii) Should not have ported out of Vodafone India during the Contest period.
  - (ix) Subscription will be open only in the herein mentioned Circles of Vodafone India and Subscribers roaming outside their home Circle will be barred from subscribing to the Contest and participating in any Contest thereunder.
  - (x) Further, the Subscriber who participate in the Contest and get selected as winners of each category of gratifications in accordance with the winner selection process under the Terms and Conditions of the Contest shall be required to be the registered Vodafone India 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 subscriber is the Subscriber of the winning mobile number, Organizer’s reserve the right to award the gratification to the next eligible Winner or to forfeit the gratification, at its sole discretion.

### **C. CONTEST PERIOD**

- (a) This is a limited period Contest for Eligible Subscribers of Vodafone India, available from 21<sup>st</sup> August, 00:00:01 hrs. till 18<sup>th</sup> November, 23:59:59 hrs., both days inclusive (“**Contest Period**”);
- (b) Organizer’s reserves the right to extend or shorten the Contest Period, as it deems fit.

#### **D. CONTEST AREA**

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

S.No.	Circle-Groups	Zone
1	ASSAM, NORTH EAST, ORISSA, BIHAR	EAST
2	DELHI, HARYANA, PUNJAB, HIMACHAL PRADESH, JAMMU & KASHMIR	North
3	GUJARAT	West
4	KARNATAKA, ANDHRA PRADESH	South
5	KERALA, CHENNAI/TAMIL NADU	South
6	MAHARASTRA	West
7	MUMBAI, MADHYA PRADESH	West
8	RAJASTHAN	West
9	UTTAR PRADESH EAST & UTTAR PRADESH WEST	North
10	KOLKATA, WEST BENGAL	East

- (i) Notwithstanding the foregoing, if the operation of or participation in the Contest is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Contest. Vodafone India or OnMobile shall give no further notice in this regard.

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

- (a) Subscription to Contest

Subscribers can initiate participation in the Contest by sending the SMS keyword “ACT LAKH” to 199 or alternatively by calling the number 144 (toll free) or dialling the

Unstructured Supplementary Service Data (“USSD”) string \*567\*899# from a Vodafone number or on OBD You can subscribe on 51515 by Pressing “1”.

(b) Un-Subscription from the Contest

If, Subscriber wish to discontinue participating in the Contest, Subscriber should send “CAN LAKH” as an SMS to the 199 or alternatively by calling the number 199 and pressing”1” from a Vodafone number.

NOTE: Applicable only for subscription Contests.

(c) Total number of questions:

There are total 630 numbers of questions which will be randomly asked from the Subscriber for the purpose of this Contest.

(i) Charging

Sl. No	Playing Channel	Regular Subscription Charges Per Day	Key words options to answer
1.	IVR	Rs. 5/Day	1 or 2
2.	SMS	NA	NA
3.	USSD	NA	NA
4.	OBD	NA	NA
5.	WAP	NA	NA

Note: Fall-back/Missed charging feature available:

Based on the amount charged on a day, subscribers will be allowed to answer questions

Subscribers that are charged Rs 5 will get to answer 7 questions to answer.

Subscribers that are charged Rs 4 will get to answer 6 questions to answer.

Subscribers that are charged Rs 3 will get to answer 5 questions to answer.

Subscribers that are charged Rs 2 will get to answer 4 questions to answer.

Subscribers that are charged Re. 1 will get to answer 3 questions to answer.

Note: Fall-back charging will not be applicable for post-paid subscribers as charging happen on Base price.

(ii) Contest Flow

1. Contest on Voice:

- (a) Subscribers will be informed of the rules, gratifications and Terms and Conditions of the Contest upon Subscription.
- (b) After every question and answer options, a “beep” will be played. Subscriber will have to answer by choosing one of the options only after the “beep” is played.
- (c) After every answer input, next question and the answer options will be given to the Subscriber. After every wrong answer, the Subscriber will be played an appropriate prompt (e.g. “Sorry! That’s a wrong answer “) and given the next question and answer options.
- (d) To listen to a question again Subscribers may press (\*).
- (e) If a Subscriber discontinued playing the Contest, then the Subscriber may resume playing by Subscribing as per Subscription details provided above for Subscription. If for example, a Subscriber stops playing the Contest after answering question no. 9 then if the Subscriber calls again with the same number, the Subscriber will be played question no. 10 question. If for example, a Subscriber listens to the 9<sup>th</sup> question but drops the call without answering the 9th question, then, if the Subscriber calls again, the Subscriber will be played the 9th question which may be different from what the Subscriber has earlier received.
- (f) If a Subscriber stops playing the Contest after answering the question no. 9, then the Subscriber will be sent a reminder SMS on the Subscriber’s number registered with Vodafone India followed by another question and answer options. In case the Subscriber does not answer this question, the Subscriber will be engaged 3 times a day with questions and answer options via SMS.
- (g) The Subscriber can play this contest only once.

## **2. Missed Questions Feature:**

- (a) After Subscriber finishes answering all questions for the day, if Subscriber is charged for the day, that day’s score will be added to the total score. If the Subscriber is not charged that day’s score will not be added to the total score. Communication to charged Subscriber of the day and not charged Subscriber of the day will be different. (E.g. Charged subscriber will get the communication “Now you can play the missed questions for the day...”. A not charged Subscriber will get the communication “Press 8 to get charged and play missed questions of the day...”)
- (b) Post calculations as specified in (a) above, the OnMobile system will check for the questions that were missed earlier and in case there are any missed questions then Subscriber will be redirected to the missed questions flow else exit prompt is played.
- (c) The Subscriber will be redirected to press “8” button on IVR as a consent and get charged to play the missed questions of earlier days.

- (d) If there are missed questions on earlier days, then first Subscriber will be given the missed questions for the days when the Subscriber was charged and then he will be given the missed questions for the non-charged days.
- (e) Before presenting the question for any non-charged day, the Subscriber will be asked to give consent for getting charged for that particular day. Once the Subscriber has given its consent and is charged successfully, he will be presented with set of questions for that day.

### **(iii) GRATIFICATIONS AND WINNER SELECTION PROCESS**

#### **(1) Mega Bumper Gratification: Mahindra Thar DI 2WD BS IV worth up to INR 573216**

- (a) The selection for the Bumper Gratification will be conducted at the end of the Contest Period.
- (b) One (1) MSISDN across all circle group\*, with the minimum cumulative score of 600 points, in the least amount of time, during the Contest Period will be selected as the winner of **Mahindra Thar DI 2WD BS IV**.
- (c) The winning MSISDNs will be removed from the list of Eligible Subscribers for Bumper Gratification and Monthly Gratification.
- (d) In the selection of the Mega Bumper, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the tiebreaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tiebreaker. i.e., if the tiebreaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer  $35-1=34$  questions will be considered. In case of a tie in this, then the time taken to answer  $34-1=33$  questions, and so on will be considered.

#### **(2) Bumper Gratification: Royal Enfield Classic 350 worth up to INR 133589**

- (a) The selection for the Bumper Gratification will be conducted at the end of the Contest Period.
- (b) One (1) MSISDN Across all circle group\*, with the minimum cumulative score of 100 points, in the least amount of time, during the Contest Period will be selected as the winner of **Royal Enfield Classic 350**.
- (c) The winning MSISDNs will be removed from the list of Eligible Subscribers for Monthly Gratifications.
- (d) In the selection of the Bumper Gratification, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the tiebreaker, the selection will be conducted by checking the time taken by

the MSISDNs to answer x-1, x-2 questions in the tiebreaker. i.e., if the tiebreaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.

(3) **Monthly Gratification: Bank Gift Card up to INR 30,000**

- (a) The selection for the Monthly Gratification will be conducted as per the monthly schedule\*\*.
- (b) One (1) MSISDN across all circle groups\*, with the minimum cumulative score of 25 points, in the least amount of time, during that month will be selected as the winner of **Bank Gift Card up to INR 30,000**.
- (c) 1 MSISDN can get the Monthly Gratification only once in the Contest Period.
- (d) One individual winner irrespective of the MSISDN can win only one of the above Gratifications.
- (e) In the selection of the Monthly Gratification, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the tiebreaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tiebreaker. i.e., if the tiebreaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.

(4) **Special Wednesday Gratification: iPhone up to INR 25,000.**

- (a) The selection for the Special Wednesday Gratification will be conducted as per the special Wednesday day schedule\*\*\*\*\*.
- (b) One (1) MSISDN across circle groups\*, with minimum of 5 points, in the least amount of time, on that day will be selected as the winner of iPhone up to INR 25,000.
- (c) One (1) MSISDN can get the Special Wednesday Gratification only once in the Contest Period.
- (d) In the selection of the Special Wednesday, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the tiebreaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tiebreaker. i.e., if the tiebreaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in

this, then the time taken to answer 34-1=33 questions, and so on will be considered.

- (5) **Ganesh Chaturthi Special (25th August to 27th August): An LED TV up to INR 25,000.**
- (a) The selection of the winner for all the Ganesh Chaturthi Special Gratification will be conducted as per the schedule\*\*\*\*.
  - (b) One (1) MSISDN across circle groups\* with highest points in the least amount of time, during that period, will be selected as the winner of an LED TV up to INR 25,000.
- (6) **Navratri Special (21st September to 29th September): Bank Gift Card worth INR 25,000.**
- (a) The selection of the winner for all the Navratri Special Gratification will be conducted as per the schedule\*\*\*\*.
  - (b) One (1) MSISDN across circle groups\* with highest points in the least amount of time, during that period, will be selected as the winner of Bank Gift Card worth INR 25,000.
- (7) **Diwali Week Special (15th October to 21st October): Gold Card worth INR 50,000.**
- (a) The selection of the winner for all the Diwali Week Special Gratification will be conducted as per the schedule\*\*\*\*\*.
  - (b) One (1) MSISDN across circle groups\* with highest points in the least amount of time, during that period, will be selected as the winner of a **Gold Card worth INR 50,000.**
- (8) **Daily Bumper Gratification: A Smartphone up to INR 10,000.**
- (a) One (1) MSISDN across circle-groups\*, with the score of 7 points, in the least amount of time, on that day, will be selected as the winner of a smartphone up to INR 10,000.
  - (b) The winning MSISDNs will be removed from the list of Eligible Subscribers for Daily 1st, 2nd & 3rd Gratifications of that day.
  - (c) One (1) MSISDN can win the Daily Bumper Gratification only once in the Contest Period.
  - (d) In the selection of the Daily Bumper Gratification, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the tiebreaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tiebreaker. i.e., if the



tiebreaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.

- (9) **Daily 1st Gratification: Mobile Recharge of INR 500.**
- (a) Two (2) MSISDNs per circle-group\*, with the score of 6 points, in the least amount of time, on that day, will be selected as the winner of **INR 500 worth mobile recharge.**
  - (b) The winning MSISDNs will be removed from the list of Eligible Subscribers for Daily 2nd & 3rd Gratifications of that day.
  - (c) One (1) MSISDN can win the Daily 1st Gratification only once in the Contest Period.
- (10) **Daily 2nd Gratification: Mobile Recharge of INR 200.**
- (a) The selection of the winner for all the Daily 2nd Gratifications will be done after the Daily Bumper and 1st Gratification winners of that day are selected.
  - (b) Three (3) MSISDNs per circle-group\*, with the score of 4 points, in the least amount of time, on that day, will be selected as the winner of **INR 200 worth mobile recharge.**
  - (c) The winning MSISDNs will be removed from the list of Eligible Subscribers for Daily 3rd Gratifications of that day .
  - (d) One (1) MSISDN can win the Daily 2nd Gratification only once in the Contest Period.
- (11) **Daily 3rd Gratification: Mobile Recharge of INR 100.**
- (a) The selection of the winner for the Daily 3rd Gratifications will be done after the Daily Bumper, 1st and 2nd Gratification winners of that day will be selected.
  - (b) Five (5) MSISDNs per circle-group\*, with the score of 2 points, in the least amount of time, on that day, will be selected as the winner **INR 200 worth mobile recharge.**
  - (c) One (1) MSISDN can win the Daily 3rd Gratification only once in the Contest Period.
- (12) **Daily Assured Gratification: Mobile Recharge of INR 50.**
- (a) The selection for the Daily Assured Gratification winners will be conducted during the Contest Period.
  - (b) Daily first 25 MSISDNs per circle groups\* who attempts 1st Question during the Contest, will be selected as winners of **INR 50 worth mobile recharge.**
  - (c) One (1) MSISDN can win this Gratification only once in the Contest Period.

**F. MODIFICATION OF TERMS AND CONDITIONS**

- (a) Organizer's reserve the right, at their sole discretion, to modify these Terms & Conditions of the Contest or any part thereof at any time during the Contest Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Subscribers participating in this Contest.
- (b) If Organizers modify these Terms, the modified terms will be posted on [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.

**G. WITHDRAWAL OF CONTEST**

- (a) Organizer's reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Contest 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 without any notice to You and the same shall be binding on the Subscribers.

**H. 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. Organizers shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Contest.
2. Organizer's makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Contest and/or any delay or failure to participate in the Contest due to technical, network or other problems. 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 India and OnMobile, 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 subscriber or third party, in connection with the Contest or arising otherwise.

3. Vodafone India reserves the right to change, suspend, remove, or disable access to the Contest at any time without notice. In no event will Organizer's be liable for the removal of or disabling of access to the Contest. Vodafone India may also impose limits on the use of or access to the Contest, in any case and without notice or liability. Under this Contest, Vodafone India's responsibility shall only be limited in providing Telecom Service on Vodafone India's network for Eligible Subscribers participating in this Contest.
4. Any claims, issues, damages or losses with regards to the quality or functionality of the gratifications awarded under this Contest will be the sole liability of the manufacturers, providers or dealers of the said gratifications. Vodafone India and OnMobile will not have any responsibility related to the same and will not entertain any query or complaint of the Subscribers.
5. You shall indemnify and keep indemnified Vodafone India and OnMobile, 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 Organizer's may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

**I. GENERAL TERMS AND CONDITIONS**

1. By participating in this Contest, 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 Contest;
2. This awards under this Contest cannot be used in conjunction with any alternative award or promotion of a similar nature;
3. By participating in this Contest, 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 Contest and upcoming contest from Vodafone India, as it may in its sole and absolute discretion decide.
4. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.
5. **Force Majeure** – This Contest 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 Organizer's ("Force Majeure Event"). Organizer's shall not be liable for any delay or adverse effect caused to Subscribers as a result of a Force Majeure Event.

Vodafone India shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Subscribers.

6. 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.
7. Failure by Organizer's 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 Subscriber.
8. Subscriber may contact the OnMobile customer care regarding any queries, complaints, disputes pertaining to the Contest by calling 08049080661 during Monday to Friday except public holidays (9:00 AM to 9:00) or alternatively Subscriber may choose to send an email to [contest@onmobile.com](mailto:contest@onmobile.com)
9. You hereby authorize Organizer's to collect Your personal information including name, address and mobile number, photograph and share with its partners so as to enable You to participate in this Contest. 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>.
10. You agree that Vodafone India and OnMobile 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.
11. By participating in the Contest, You, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, website and all material or content related to the Contest shall remain, at all times, owned by OnMobile, Vodafone India 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, or any information disseminated by SMS or any other means of communication is strictly prohibited.
12. 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 Organizer's and You are acting voluntarily, using Your own time and resources to participate in this Contest, solely at Your own risk.
13. 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 Mumbai.
14. The Subscriber shall not have the right to claim any damages, loss or costs from the Organizer's for delay in delivery of the gratification(s) on any grounds whatsoever. Vodafone India and/or OnMobile are 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 Contest. OnMobile and/or Vodafone India are also not liable for any defect or deficiency in the gratification(s) so offered or availed by the Subscribers under this Contest.

15. The gratification(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents or papers as may be required by the Organizer's before accepting the delivery of the gratification.
16. The Organizer's at their sole discretion will not provide a cash alternative to any of the gratifications being offered in this Contest.
17. The Gold Card offered hereunder will be organized by OnMobile. The Gold Card may be used by the Winner to purchase gold only up to the value specified in the respective Gold Card, irrespective of the rate of conversion of gold at the time of such purchase. The Winners shall not have any claims in matters arising from or in connection with the Gold Voucher and shall indemnify and keep indemnified the Organizer's and the third party issuing the Gold Card. The respective Gold Card may be used only in stores accepting the Gold Card as will be detailed in the Gold Card. You acknowledge and agree that the amount mentioned in the Gold Card may not be fully utilized, subject to change in the rates and related antecedents to such Gold Card; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the gratification money for using the Gold Card at the time of purchase and You shall not claim any reimbursements from the Organizer's. You hereby agree that the Gold Card are at all times subject to the terms and conditions mentioned in the respective Gold Card and will be applicable only for a limited period as detailed in the respective Gold Card. The Gold Card, which may be given to the Winner as a gratification, shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source ("TDS") @ 30.99% or as applicable from time to time and applicable Goods and Services Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and a statement showing the value of the gold. In case the specified electronic gadget offered as gratification in this Contest is discontinued or not available during or after the Contest, the Organizer's shall at its own discretion offer another phone of the similar value, which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the Monthly Gratification that he is eligible to in this Contest and if the price of the phone increase during or after the Contest or at the time of gratification distribution/Winner announcement period, the Organizer's will only pay the value

of the phone that was during the launch of the Contest and the Winner has to pay or bear the extra amount. The gratification amount shall be given by way of cheque in the name of the dealer from whom the phone is being purchased.

18. Questions and their answers are sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. The facts are based on largely known facts and any exceptions are not considered. In the event of any discrepancy and/ or dispute regarding the questions or answers, OnMobile, Vodafone India and/or any third party involved shall be liable towards any Subscriber in any manner.
19. Organizer's or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the gratifications offered in this Contest.
20. The Organizer's reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the Terms and Conditions and gratifications at their sole discretion at any time during its validity as may be required including in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscribers from the time of its posting on the Website. 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.
21. The employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Contest.
22. The Organizer's reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Contest.
23. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content and Website, and all material or content related to the Contest shall remain, at all times, owned by OnMobile, Vodafone India or their 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 and/or content on this Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

24. These Terms and Conditions are 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 and/or OnMobile (“**Force Majeure Event**”). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to the Contest as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Subscribers.
25. These Terms and Conditions are subject to laws of India and Courts at Mumbai shall have exclusive jurisdiction.
26. With regard to the vehicles mentioned in the list of gratification, a winner will be eligible for the ex-showroom price of such vehicles only. The Winners eligible for such gratifications will be liable to pay all applicable charges over and above the ex-showroom price of the respective vehicles as applicable, which shall include but not be limited to applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the afore-mentioned gratifications or any other costs or charges which may be levied by the Central, State or Municipal authority or government or any other liabilities related to the respective vehicles.
27. In case the specified model, type of vehicle offered in this Contest is discontinued or not available during or after the Contest, the Organizer’s will, at its own discretion, offer another vehicle, as applicable, of the same value which may or may not be of the same brand. If the Winner wants the exact same model or type of vehicle of the same brand mentioned in the Gratification and if the price of the respective vehicles increases during or after the Contest or at the time of gratification distribution or Winner announcement, the Organizer’s will only pay the value of the vehicle(s) that was during the launch of the Contest and the Winner has to pay/bear the extra amount. The gratification amount shall be given by way of cheque in the name of the dealer from whom the respective vehicles are being purchased under each category of gratification hereunder. The colour of the vehicle shall be strictly as per availability.
28. Subscribers hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Challenge to know the winner and to claim their gratification, if any. Post winner declaration and completion of their announcement and further process as the case may be if Organizer’s find that the declared winners are wrong then Organizer’s reserves the right to declare the correct winners again and cancel the gratification of winners declared earlier.
29. After the selection and validation of the Winners of all the gratifications under this Contest, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Winner(s) registered with Vodafone India, and will be given further details as to how, when and where they can redeem their respective gratifications. For such purpose the Winner(s) will receive calls only from one of

the numbers mentioned herein, i.e. 080-67186344 or 080-49080661. The Organizers shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. In the event the Winners do not answer the calls of the Organizer, an SMS will be sent to the MSISDN of the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective gratifications (“**Intimation**”). The gratifications must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the gratification(s) will be deemed to be forfeited by the Organizer, under the respective categories under the Contest.

30. Vodafone India and 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 Contest Pack Members.