

## **TERMS & CONDITIONS FOR DISNEY ALADDIN SHOW VODAFONE CONTEST**

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS **DISNEY ALADDIN SHOW VODAFONE CONTEST**. THIS COMPETITION IS AN OPTIONAL COMPETITION CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE INDIA LIMITED AND VODAFONE MOBILE SERVICES LIMITED, (HEREINAFTER COLLECTIVELY 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/ARE EITHER A POST-PAID OR A PRE-PAID SUBSCRIBER INTENDING TO PARTICIPATE IN THE **Disney Aladdin Show Vodafone Contest** (HEREINAFTER "**COMPETITION**"). THE COMPETITION SHALL BE LIVE FROM **29<sup>th</sup> June 2018 TO 1<sup>st</sup> July 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 do not misuse any of the Terms & Conditions of this Competition. For participating in this Competition, You agree to follow the mode as stated in point 6 & 7 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 either on a pre-paid or a post-paid 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 and accept the terms applicable herein, if the Eligible Subscriber is declared as a Winner of the Competition; and (ii) not have any outstanding dues payable to VODAFONE INDIA on account of the mobile connection; and (iii) must be of at least 18 years of age as on **29<sup>th</sup> June 2018**; (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 modes mentioned herein below.

**Competition Area:** The Competition is open to all Vodafone pre-paid or post-paid subscribers in Delhi telecom service area or part thereof. However, if the running of this Competition is prohibited as per local rules or laws, the Eligible Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Competition. No further notice shall be given by Vodafone India, in this regard.

4. **Commencement Date of Competition:** This is a limited period Competition commencing on 29<sup>th</sup> June 2018 at 09:01hrs. & will be live via Facebook.
5. **End of Competition:** Competition will end on 1<sup>st</sup> July 2018 (“End Date”) at 23:59 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 the following mode:
  - a) Vodafone Sponsored Facebook Post available on the feed of the Eligible Subscriber/s Facebook page in the Delhi Service Area

## 7. **Competition Description:**

### 7.1 Facebook (“Online submission”)

- a) During the Competition Period, the Eligible Subscriber/s visiting Facebook will be prompted to participate in the Competition.
- b) The Eligible Subscriber/s can participate in the Competition by replying in comment section of a Vodafone Sponsored Facebook Post by writing about how the Eligible Subscriber/s have been a real-life genie and granted someone’s wish.

### 7.2 Winner Selection Process:

7.2.1 Unless otherwise stated herein, the selection of Winners will be done by an independent auditor basis the following:

- a) The most heartwarming and creative story about being a genie in real-life and granting someone’s wish (“**Entry/Submission**”).

Decision of the third party agency & auditors, appointed by VODAFONE INDIA in this regard, shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA.

- 7.2.2. **Announcement of Winners:** The names of the Winners shall be posted in the comment section of the Vodafone Sponsored Facebook Post and Winners will be required to share their contact details by sending a Facebook message to Vodafone ZooZoo page.
- 7.2.3. Post sharing of contact details via a Facebook message to Vodafone ZooZoo page, the Winners will receive a congratulatory SMS and/ or call from VODAFONE INDIA'S India's appointed agency's outbound calling agent (which may be recorded), informing the Winners regarding their selection as Winners and Rewards and Benefits under the Competition. VODAFONE INDIA reserves the right to replace the Winner of the Competition in case of non-receipt of confirmation of contact details via a Facebook message to Vodafone ZooZoo page or non-receipt of any positive response from the said Winners during the congratulatory SMS/call from VODAFONE INDIA'S India's appointed agency's outbound calling agent. The Eligible Subscribers understand and agree that their Vodafone mobile number shall be available 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.
- 7.2.4. If required, the Winners' email ID, social media handles and identity proof, address proof would also be collected. The Winners may need to send their scanned photo on an email ID provided to them and the Winner authorizes 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.
- 7.2.5. **Handing over of Rewards and Benefits:** The Winners of the Competition shall be required to collect the Rewards & Benefits from the Delhi Service Area Office of VODAFONE INDIA at A-19, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi – 110044 between the times communicated to the Winners by representatives of VODAFONE INDIA.
- 8 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 as per VODAFONE INDIA's record OR the number from which has been shared on via Facebook message to Vodafone ZooZoo page OR shared on Twitter OR entered on the website. This Competition is available to Eligible Subscribers who have a valid VODAFONE INDIA mobile connection during the Competition Period.
- a) If a Winner does not claim/raise alarm over receipt of Rewards and Benefits within 1 day of Winner declaration, in such cases the VODAFONE INDIA shall not be liable to provide a new Voucher towards the Rewards and Benefits to the Winner.
- b) Based on the results of the Eligible Subscribers, upto **thirty (30)** Subscribers shall be selected as Winners during the Competition Period. Unless otherwise stated herein, the selection of the Winners will be conducted by an independent auditor. The decision of the agency & auditors in this regard

shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA.

- c) VODAFONE INDIA is not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Eligible Subscriber personally, including without any limitation the costs of collecting prizes, cost of travelling to or from the venue or applicable taxes to be borne by the Eligible Subscriber entitled to the prize.

## 9 Rewards and Benefits:

- d) **8.1.1 30 Winners will get a couple pass for the Disney's Aladdin Broadway Musical show at JLN Stadium, Gate No. 19, New Delhi-110014 on 5<sup>th</sup> July 2018. There shall be maximum of thirty (30) Winners during the Competition Period.**

- 10 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 Competitions from VODAFONE INDIA, as it may in its sole and absolute discretion decide.
- 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 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 at any time.
- 13 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>.
- 14 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.

- 15 **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.
- 16 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/ 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.
- 17 **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) Organizer/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 participation in the Competition only where permitted by law.
- 18 **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 1000). 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.

#### **19 Disqualifications:**

- (a) An Eligible Subscriber participating in the Competition shall stand disqualified for the Rewards & Benefits, if it is found that his Entry/Submission is unoriginal and/or plagiarized from existing content and is in violation of existing proprietary rights in any content or work.
- (b) 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 Subscriber during the Competition Period.
- (c) The Rewards and 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.
- (d) The Winner of the Competition shall be given the Rewards & Benefits mentioned hereinabove. The Rewards and Benefits are 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 respective rewards & benefits shall be responsible and liable to pay such taxes, if any.

- (e) The Rewards & 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.

## 20 **Publicity:**

- (a) The Winners hereby irrevocably authorize VODAFONE INDIA, that the data, including, but not limited to the content of Entry/Submission, gathered during and/or after the Competition in respect of the Eligible Subscriber s (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.

## 21 **Indemnity:**

- (a) The Winners / Eligible Subscribers shall be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the course of travel (to and fro) from their place of residence to JLN Stadium, where the Disney's Aladdin Broadway Musical Show is playing and during the runtime of the Disney's Aladdin Broadway Musical Show, and the Winners hereby agree to 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.
- (b) VODAFONE INDIA shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the Winners while availing the benefits of the Rewards & Benefits. 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 & Benefits/s.
- (c) 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.

**22 Restrictions:**

(a) Employees / Associates / Agents / (including their family members / relatives) of VODAFONE INDIA will not be qualified for participating in the Competition.

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.

**23 Assignment of Intellectual Property:** By participating in the Competition, You agree to unconditionally assign all intellectual property in the content of the Entry/Submission to VODAFONE INDIA by You.

**24 Dispute Resolution:** These terms and conditions are governed in accordance with the laws of India. Any dispute / matter arising out of or in relation to the Competition shall be subject to the exclusive jurisdiction of courts of Delhi.

**25 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 be liable for any delay or adverse effect caused to the Eligible Subscribers 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 Eligible Subscribers.