

## TERMS AND CONDITIONS GOVERNING THE CONTEST

### Diwali Super Bumper Competition

#### 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 Super Bumper 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.

#### **A. 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 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 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.3 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.

#### **B. CONTEST PERIOD**

- (a) This is a limited period Contest for Eligible Subscribers of Vodafone India, available from 21st August 2017, 00:00:01 hrs. till 18th November 2017, 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.

### C. CONTEST AREA

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

S.No.	Circle-Groups	Language
1	AP	English
2	ASSAM	Hinglish
3	NE	ENGLISH
4	BIHAR	Hinglish
5	DELHI + JK	Hinglish
6	GUJARAT	Hinglish
7	HARYANA	Hinglish
8	KARNATAKA	English
9	KERALA	English
10	MAHARASTRA	Hinglish
11	MP + ORISSA	Hinglish
12	MUMBAI	Hinglish
13	PUNJAB + HP +	Hinglish
14	RAJASTHAN	Hinglish
15	UPE	Hinglish
16	UPW	Hinglish
17	KOLKATA + WB	English
18	CHENNAI & TAMIL NADU	English

- (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.

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

##### **(a) Subscription to Contest**

Subscribers can initiate participation in the Contest by sending the keyword **WIN** to 5670330 or alternatively by calling the number 5670330 (Toll-free) or 56703 or 567035 or dialling the Unstructured Supplementary Service Data (“**USSD**”) string \*567\*7# from a Vodafone number.

##### **(b) Un-Subscription from the Contest**

If, Subscriber wish to discontinue participating in the Contest, Subscriber should send STOP as an SMS to 155223 (Toll free) or alternatively by calling 155223 (Toll free) and pressing ‘1’ from a Vodafone number.

##### **(i) Charging**

Sl. No	Channel	Charges	Key words options to answer
1.	IVR	Rs.3 per input	1 or 2
2.	SMS	Rs.3 per input	A or B
3.	USSD	Rs.3 per input	1 or 2
4.	OBDD	Rs.3 per input	1 or 2
5.	WAP	NA	NA

There are total 780 questions which will be randomly asked from the Subscriber for the purpose of this Contest.

##### **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 9<sup>th</sup> question, then, if the subscriber calls again, the Subscriber will be played the 9<sup>th</sup> 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. Contest on SMS:**

- (a) Welcome SMS is sent to that MSISDN of the Subscriber giving details rules, gratifications and Terms and Conditions of the Contest upon Subscription. This is followed by the 1<sup>st</sup> question and answer options.
- (b) In case a Subscriber has less than Rs.3 balance, the Subscriber will not be able to play the Contest.
- (c) The time taken for answering a question through the short message service “SMS” mode is calculated from the time the question is generated and pushed to the Subscriber, till the time the answer is received by OnMobile’s system. Organizer’s does not have any control over delays resulting in the intermediate systems including but not limited to SMSC, which may or may not be due to technical snags, network problems or system failure or errors, but which are likely to result in delay in the time taken to send/receive the SMS and hence the time recorded for answering the question. Accordingly, time taken to answer a particular question may be more than the time that is clocked in the IVR mode of playing the Contest. The Subscriber agrees and undertakes not to raise disputes due to delay caused in receiving the SMS by Organizer’s due to such reasons.
- (d) After every right answer, the Subscriber will be given the Subscriber’s score, followed by the next question and the answer options and the process to answer the subsequent question. After every wrong answer the Subscriber will be send an appropriate SMS and given the next question and answer options.

- (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 the Subscriber stops playing the Contest after answering the 9th question then the Subscriber has to reply on the last question SMS that has been given to him via SMS channel. 9th question SMS will remain same until it is not being answered. Note: In case of subscription contest, the Subscriber will get same question if the Subscriber is playing on that same day. If the Subscriber is playing the next day then a fresh set of questions will be given.
- (f) If the Subscriber does not receive the 9th question after answering the 8th question, for any reason, then the Subscriber is required to send the keyword WIN as an SMS to 5670330 Toll-free, to receive the 9th question on his number registered with Vodafone India.
- (g) The Subscribers may send SCORE as an SMS to 5670330 Toll-free to check their latest score.
- (h) Every day during the Contest Period, all participating Subscribers will be sent a question in the morning on their numbers registered with Vodafone India, to help them start playing the Contest.

### **3. Contest on USSD:**

- (a) Welcome SMS is sent to that MSISDN of the Subscriber giving details rules, gratifications and Terms and Conditions of the Contest upon Subscription. This is followed by the 1<sup>st</sup> question and answer options.
- (b) After every right or wrong answer, the Subscriber will be sent a USSD message with right or wrong answer response along with the score details and the next question and answer options.
- (c) In case of an invalid USSD input by the Subscriber, the Subscriber is sent a USSD message informing him/her that the Subscriber's USSD input is invalid and will contain details of how to answer the question correctly. This will be followed by an unanswered question and answer options.
- (h) If Subscriber stops playing after answering the 9th question then when the Subscriber sends dials USSD String again, the Subscriber will get the 9th question on USSD. If the Subscriber stops playing after answering the 9th question, then the Subscriber can continue playing by dialling USSD String again, to receive the next question and answer options. The 9th question which may be different from what the Subscriber has earlier received.
- (d) The Subscriber will be given the questions one after the other till the Subscriber finishes answering all the questions. Once the Subscriber answers all the questions, an exit message will be send on USSD to the MSISDN of the Subscriber.

### **4. Contest on OBD**

- a. Contest will be available for playing on OBD. Once the Subscriber has successfully been accepted as a Subscriber to the Contest, a welcome prompt is played to the Subscriber that introduces him/her to the Contest.
- b. Subscribers will be informed of the rules, gratifications to be won and Terms and Conditions URL of the Contest on the OBD.
- c. Subscribers may send PRI, RUL, SCORE or TNC as an SMS to 5670330, without additional charges for such SMS's, to know about the details of the gratifications applicable under this Contest, applicable rules and Terms and Condition URL and current total score of the Subscriber in all the sets respectively.
- d. Subscribers can press \* to listen to a question again.
- e. Subscribers can press 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option on the phone keypad to answer.
- f. Once the Subscribers presses 1 or 2 on his/her mobile phone keypad as his/her answer for the relevant question, Rs.3/- shall be immediately charged. If the charging is unsuccessful, the Subscribers will be informed about such unsuccessful charging. Such answer of the Subscribers for which the Subscribers has not been charged shall be disregarded for the purpose of Winner selection and such question will remain as an unanswered question which may be given to the Subscribers again sometime during the Contest Period.
- g. After every question and answer options, a “beep” prompt will be played. *Subscribers* can answer the question by pressing 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option on their mobile phone keypad, only after the “beep” prompt. The time taken for answering a question is calculated from the time the question, answer and the “beep” prompt finish playing till the time the Subscribers provides an answer by pressing the relevant key.
- h. After every right or wrong answer, the Subscribers will be played an appropriate prompt, with his/her updated score and given the next question and answer options.
- i. The Subscribers will be charged Rs.3/- per key press given except for star (\*).

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

### **1. Bumper Gratification**

- (a) The selection for the Bumper Gratification will be conducted after the Contest ends.
- (b) One (1) MSISDNs across circle groups\*, with Highest score during the Contest will be selected as the winner of a Bike worth up to Rs.52,913.
- (c) Winning MSISDN will be removed from the monthly gratification.

- (d) In the selection of the Bumper Gratification, in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice phone. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker 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. Monthly Gratification

- (a) The selection for the Monthly Gratification will be conducted after the contest ends and as per the monthly schedule. \*\*
- (b) One (1) MSISDN across all Circle groups\*, with Score of 18 Points in that month, will be selected as the winner of Rs10000 worth Bank Gift Card.
- (c) One (1) MSISDN can win only one Monthly gratification during the Contest Period.
- (d) In the selection of Monthly Gratification, in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice phone. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker 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.

Monthly Schedule		
Month 1	21-Aug	19-Sep
Month 2	20-Sep	19-Oct
Month 3	20-Oct	18-Nov

## 3. Weekly Gratification

- (a) The selection for the Weekly Gratification will be conducted as per the Weekly schedule\*\*\*
- (b) One (1) MSISDN per zone groups\*, with minimum 12 points, in the least amount of time during that week is selected as the winner of Rs500 worth mobile recharge.
- (c) One (1) MSISDN can get the Weekly Gratification only once in the contest Period.

Weekly Schedule for gratification		
Week	From	To
1	21-Aug	2-Sep
2	3-Sep	9-Sep
3	10-Sep	16-Sep
4	17-Sep	23-Sep
5	24-Sep	30-Sep

6	1-Oct	7-Oct
7	8-Oct	14-Oct
8	15-Oct	21-Oct
9	22-Oct	28-Oct
10	29-Oct	4-Nov
11	5-Nov	11-Nov
12	12-Nov	18-Nov

#### **4. Daily 1st Gratification**

- (a) One(1) MSISDN across circle groups\*, with minimum 8 points, on that day, in the least amount of time, is selected as the winner of Rs200 worth mobile recharge.
- (b) One (1) MSISDN can get the Daily 1st Gratification only once in the Contest Period. The winning MSISDN is removed from the eligible list of MSISDNs for the Daily 2nd and 3rd Gratification of that day.

#### **5. Daily 2nd Gratification**

- (a) The selection for the Daily 2<sup>nd</sup> Gratification will be done after the selection of the Daily 1<sup>st</sup> Gratification winner of that day selected.
- (b) One (1) MSISDN per circle group\*, with minimum 5 points, on that day, in the least amount of time, is selected as the winner of Rs100 worth mobile recharge.
- (c) One (1) MSISDN can get the Daily 2<sup>nd</sup> Gratification only once in the Contest Period. The winning MSISDN is removed from the eligible list of MSISDNs for the Daily 3<sup>rd</sup> Gratification of that day.

#### **6. Daily 3rd Gratification**

- (a) The selection for the Daily 3<sup>rd</sup> Gratification will be done after the selection of the Daily 1<sup>st</sup> and 2<sup>nd</sup> Gratification winner selected of that day.
- (b) One (1) MSISDN per circle group\*, with minimum 3 points, on that day, in the least amount of time, is selected as the winner Rs50 worth mobile recharge.
- (c) One (1) MSISDN can get the Daily 3<sup>rd</sup> Gratification only once in the Contest Period.

#### **7. Assured**

- (a) The selection for the Daily Assured Gratification winners will be conducted during the Contest Period.
- (b) Daily first 50 MSISDNs across all circle groups\* who attempts 1<sup>st</sup> Question during the Contest Period will be selected as winners of Rs20 worth mobile recharge.
- (c) One (1) MSISDN can win this gratification only once during the Contest Period.

#### **8. Recourse in Case of Conflict**

- a. In case of a tie in the selection of the Weekly Gratification and Daily Gratifications the Winner will be the MSISDN that has achieved the relevant score as detailed above, first in point of time.
- b. Apart from the gratification as mentioned herein above, the Organiser's reserve the right to offer additional gifts if any to Subscriber at any time during the Contest Period
- c. The time taken for answering a question through the "Voice" mode or OBD, SMS or USSD on a day, is calculated from the time OnMobile's system receives the 1st answer from an MSISDN till the time OnMobile's system receives the respective last correct answers from that MSISDN on that day, for the purposes of determining the relevant gratifications under this Contest, respectively. The total time taken by an MSISDN to provide the correct answers in a day, whether on voice or OBD or SMS or USSD is used to determine the Winners for the afore-mentioned gratifications.
- d. Note: If a Subscriber plays the Contest over voice, SMS, USSD and OBD channels, his/her score will only be cumulative and not exclusive for each of the channels. i.e.: if the Subscriber has started playing the Contest on voice and has scored 2 points in 3 questions, if the Subscriber drops the call and resumes playing through SMS, that Subscriber will be given the 4th question, and if the Subscriber answers the question correctly, the Subscriber score will be 3. Such will be the score that will be considered for the winner selection for all the gratifications.
- e. A Subscriber is eligible to win more than one Gratification during the Contest Period, which means that the Subscriber can win more than one Gratification provided Subscriber meets the above said criteria of the respective Gratifications and gets selected by the random selector in case of a tie.

**E. 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.

**F. 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.

#### **G. 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. Organizer's 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 make 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.

#### H. 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, any 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.