

TERMS & CONDITIONS FOR VODAFONE GET-SET-GOAL COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS VODAFONE GET-SET-GOAL COMPETITION. 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 EITHER A POST PAID OR PREPAID SUBSCRIBER INTENDING TO PARTICIPATE IN THE **GET-SET-GOAL COMPETITION** (HEREINAFTER "**COMPETITION**"). THE COMPETITION SHALL BE LIVE FROM 12th June, 2018 TO 15th 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 there You wouldn't misuse any of the Terms & Conditions of this Competition. For participating in this Competition, You agree to follow the modes as stated in point 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 prepaid or 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 for participating in this Competition and accept the terms applicable herein; and (ii) not have any outstanding dues payable to VODAFONE INDIA on account of the mobile connection; and (iii) must be of at least 18 years of age as of 12th 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; and (vi) be a registered user in MyVodafone App ("MVA")¹.
4. **Competition Area:** The Competition is open to all Vodafone subscribers as morefully specified in Annexure A. If, in any state and/or territory or part thereof, 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.

5. **Commencement Date of Competition:** This is a limited period Competition commencing on 12th June, 2018 & will be played on the MyVodafone App.
6. **End of Competition:** Competition will end on 15th July, 2018 ("End Date") at 23:59 hrs unless extended by Vodafone India and communicated explicitly.
7. **Modes of entry in the Competition:** An Eligible Subscriber may participate in the Competition through any of the following modes:
 - a) MVA
8. **Competition Description:**
 - a) During the Competition Period on visiting the MyVodafone App, the Eligible Subscriber will be prompted to participate in the Competition.
 - b) The Eligible Subscriber will have to score goals on the app in order to score points on the MyVodafone App.
 - c) In a day, every player gets a chance to score one goal with 3 tries. If he/she scores goals in any of the tries, he/she gets 1 point for the day.
 - d) Eligible Subscriber can also get one bonus chance to score goals if he/she transacts for Rs.50/- or more in case of postpaid connection OR Rs. 10 or more in case of a prepaid connection on the MVA. Transactions shall include recharges for self and others and bill payment for self and others.
 - e) Each day, one Eligible Subscriber with highest points shall be declared a daily winner ("Daily Winner"). In case of a tie, the Eligible Subscriber who has scored the highest points earliest, on basis of a timestamp, shall be declared the winner
 - f) At the end of the Competition Period, the Eligible Subscriber with highest points for the Competition Period shall be declared a Competition winner("Competition Winner"). In case of a tie, the Eligible Subscriber who has scored the highest points earliest, on basis of a timestamp, shall be declared the Competition winner.
 - g) Any user who is declared a winner for one day shall not be considered for the the daily prize during the remaining tenure of the competition
 - h) Every day results will be declared on the leader board on MyVodafone App.
 - i) In case the Eligible Subscriber is not a winner the, s/he will be informed of the same on the app. He/she shall also be informed via call within 3 working days of the winner announcement.
 - j) Unless otherwise stated herein, the selection of the winner 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.

9. Rewards and Benefits:

- a) The Daily Winner for the contest shall be awarded an Apple iPad Mini. The prize shall reach the Daily Winner within 45 days from the declaration of the winner.
- b) The Competition Winner shall be awarded travel vouchers worth Rs. 1 Lakh. The prize shall reach the Competition Winner within 45 days from the declaration of the Competition Winner.
- c) Tickets/Vouchers will be issued through an external travel agency & will be subject to all the external travel agency's terms & conditions. Any queries, complaints, issues related to such Tickets/vouchers to be directly addressed by the external travel agency and it is agreed and understood that Vodafone shall not entertain for any queries, complaints, issues related to Tickets/vouchers.
- d) The Rewards and Benefits shall only include the flights tickets/vouchers. All other additional expenses related to the accommodation stay or travel have to be solely borne by the Competition Winner.
- e) Number of winners being chosen under the offer shall be at the sole discretion of Vodafone, subject to their being at least 1 Winner
- f) The Rewards and Benefits awarded under the Competition shall not be transferable. No other person or agent can claim the prize unless otherwise expressly mentioned herein.
- g) The winner shall not have the right to claim any damages, loss or costs from Vodafone India for delay in awarding of the prize(s) on any grounds whatsoever.
- h) The Rewards and Benefits to the winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) as may be required by Vodafone India. Any failure on the part of the winners to comply with directions issued by Vodafone India for claim of prize shall entitle to forfeit the prize(s).
- i) Notwithstanding any other provisions under these Terms and Conditions herein, Vodafone India may at its sole discretion at any time introduce additional prizes or change the prizes.
- j) Vodafone India shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the winners/Eligible Subscribers while availing the benefits of the Rewards and Benefits.

10. Selection of Winners:

- (a) Unless otherwise stated herein, the selection of a winner will be conducted by an independent auditor. Decision of the 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.

- (b) The process of selecting the winners would be done by an independent auditor. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA. The winners would receive a congratulatory SMS/e-mail from Vodafone India's appointed outbound agency, informing about their selection as winner and prizes under Competition. Also the winners' email id, social media handles and identity proof, address proof would be taken. The winners would need to send their scanned photo on the email id and the winner authorises Vodafone to suitably insert the said photo on the Vodafone India website or Facebook, twitter or any other media as VODAFONE INDIA may deem appropriate, at its discretion.
- (c) By participating in this Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Competition and upcoming 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 (the "Site"). . It has been agreed herein that if You participate in the Competition after the modification of these Terms and Conditions, You are indicating that You agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to you, your only recourse is to either not participate in the Competition or cease participating in the Competition. VODAFONE INDIA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Competition.

12. Announcement of Winners:

- (a) The winners on receiving the congratulatory SMS pronouncing them as winners of VODAFONE Get-Set-Goal COMPETITION will be required to confirm their acceptance of the rewards & benefits, immediately on receiving information about the same, to Vodafone appointed agency's Outbound Calling agent. VODAFONE INDIA reserves the right to replace the winner of VODAFONE Get-Set-Goal in case of non-receipt of the said confirmation on the spot or non-receipt of any positive response from the said winners during the said congratulatory call. 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.
- (b) You further acknowledge and agree that the name and image of the winner may be published on the website 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 (the number from which the SMS has been sent 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.
- (c) VODAFONE INDIA reserve the right to change, suspend, remove, or disable access to the Competition at any time without notice. In no event shall VODAFONE INDIA be liable for the

removal of or disabling of access to the Competition. VODAFONE INDIA may also impose limits on the use of or access to the Competition, in any case and without notice or liability.

- (d) You hereby authorize Vodafone India to collect your personal information including name, address and mobile number etc. and social media profiles/handles and share with its partners during the Competition period. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

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

14. Disclaimer and No Warranty: To the extent you choose to participate in this Competition you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Your access to and participation in the Competition is at your own risk. THE COMPETITION IS PROVIDED ON "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VODAFONE INDIA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Specifically, VODAFONE INDIA: (i) will have no responsibility for any harm to any devices, including but not limited to your wireless device, or other loss of data, or other harm that results from your access to or participation in the Competition; or (ii) makes no warranty that the Competition will meet your requirements or be available on an uninterrupted, secure, or error-free basis, or that data transmitted will be secure from unauthorized access; or (iii) any delivery, failures relating to the sending or receiving SMS; or (iv) any SPAM generated messages as result of an Eligible Subscriber accessing the Website; or (v) 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.

15. Limitation of Liability:

- (a) YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND PARTICIPATION IN THE COMPETITION REMAINS WITH YOU. NEITHER VODAFONE INDIA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT ("PROVIDERS") WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE COMPETITION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING

NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VODAFONE INDIA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VODAFONE INDIA NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VODAFONE INDIA NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE COMPETITION. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE COMPETITION, OR WITH ANY OF THESE TERMS, OR FEEL VODAFONE INDIA HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE COMPETITION.

- (b) IN NO EVENT WILL VODAFONE INDIA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE COMPETITION EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VODAFONE INDIA FOR PARTICIPATION IN SUCH COMPETITION IN THE TWELVE (12) MONTH TIME PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE ALLEGED CLAIM OR ONE THOUSAND RUPEES (RS 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.

16. Disqualifications:

- (a) Any of the winners can be considered as disqualified for the rewards & benefits, in case he/she fails to clear all outstanding dues payable to Vodafone India and /or is not a valid/active Vodafone Subscriber during the Competition Period.
- (b) The rewards /benefits will be given only to the winners in whose name the Vodafone mobile phone number is registered and it is the winner's responsibility to produce such document and/or credentials to prove his/her identity and/or credentials at his/her own cost and the same is subject to cross verification by VODAFONE INDIA with their documentation received at the time of providing the connection.
- (c) The winner of the Competition shall be given the rewards & benefits mentioned hereinabove. The reward / benefit is non-transferable, non-negotiable and non-assignable in the name of any other person and it shall be subject to income tax, gift tax or any other statutory levies / tax (including withholding taxes) as may be applicable and the winners of the respective rewards & benefits shall be responsible and liable to pay such taxes, if any.
- (d) 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 prohibiting them from any travel.

17. Publicity:

- (a) The winners hereby irrevocably authorize VODAFONE INDIA, that the data gathered during and/or after the Competition in respect of the Eligible 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.

18. Indemnity:

- (a) The winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the entire trip including their stay in the city where the respective cricket match will be played, and the winners hereby indemnify and shall keep indemnified, VODAFONE INDIA, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehaviour, misconduct, unlawful acts, actions/inactions etc. of the winners.
- (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.

19. Restrictions:

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

20. These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Mumbai. The language of Arbitration Proceeding shall be English.

21. 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.

Annexure A

Name of Vodafone Entity	Respective Circles in which they operate	Circles for which entries from Eligible Subscribers shall be considered for the Promotional Competition(Yes / No)
VMSL	Delhi	Yes
	Punjab	Yes
	Haryana	Yes
	Uttar Pradesh East	Yes
	Uttar Pradesh West	Yes
	Himachal Pradesh	Yes
	Jammu Kashmir	Yes
	Kolkata	Yes
	West Bengal	Yes
	Bihar	Yes
	Orissa	Yes
	NE	Yes
	MP	Yes
	Assam	Yes
	Rajasthan	Yes
	Gujarat	Yes
Maharashtra & Goa	Yes	
Andhra Pradesh	Yes	

	Karnataka	Yes
	Kerala	Yes
	Chennai	Yes
	Tamil Nadu	Yes
VIL	Mumbai	Yes