TERMS AND CONDITIONS GOVERNING THE CHALLENGE "MEGA WIN CHALLENGE 3" IS A PROMOTIONAL ACTIVITY ORGANIZED BY ONMOBILE GLOBAL LIMITED IN ASSOCIATION WITH VODAFONE IDEA LIMITED

### A. INTRODUCTION

THE CHALLENGE IS AN OPTIONAL CHALLENGE 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" OR "THE ORGANIZER") FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE IDEA LIMITED (HEREINAFTER REFERRED TO AS "VODAFONE IDEA/VIL").

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 FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA POST PAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE CHALLENGE KNOWN AS "ELIGIBLE SUBSCRIBER" DURING THE CHALLENGE PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CHALLENGE KNOWN AS "MEGA WIN CHALLENGE 3". BY PARTICIPATING IN THE CHALLENGE, 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 CHALLENGE.

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 Challenge.

### **B. DEFINITIONS**

- (1) "Subscriber" shall mean the rightful subscriber of the Vodafone Idea mobile connection of Vodafone brand who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea. 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 Challenge and accept the terms applicable herein.
  - (2) "Organizers" under this T&C shall mean ONMOBILE GLOBAL LIMITED who shall be responsible for conceptualizing, organizing and hosting this Challenge.
- (3) "Active Subscriber" shall mean a Subscriber who uses the Subscriber Identity Module ("SIM") of Vodafone Idea on a regular basis for purposes other than to participate in any offer or Challenge offered by Vodafone Idea.
  - (4) **Challenge Pack Member(s)**" or "**Participants**" means (i) Active Subscribers who meet the eligibility criteria specified in these Terms and Conditions, (ii) who belong to Circle(s) and have successfully activated, and (iii) who are subscribed to the Challenge Pack as described in the subscription process hereunder.

- (5) **"Eligible Subscriber"** shall mean an Active Subscriber of Vodafone Idea who has subscribed to the Challenge. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of the Challenge
  - (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 Idea;
  - (iv) Subscriber must not be a resident of Telangana State;
  - (v) Subscriber must be a Challenge Pack Member;
  - (vi) Subscriber must belong to any of the telecom service circle/s mentioned below;
  - (vii) 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 Challenge. 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.
  - (viii) Subscriber must not have been subject of any criminal proceeding;
  - (ix) Should not have ported out of Vodafone Idea during the Challenge period.
  - (x) Subscription will be open only in the herein mentioned Circles of Vodafone Idea and Subscribers roaming outside their home Circle will be barred from subscribing to the Challenge and participating in any Challenge thereunder.
  - (xi) Further, the Subscriber who participate in the Challenge and get selected as Winners of each category of gratifications in accordance with the Winner selection process under the Terms and Conditions of the Challenge shall be required to be the registered Vodafone Idea Subscribers of the winning mobile phone number and not merely the players using such mobile number ("Winner(s)"). If the Winner is not able to provide sufficient evidence to show that subscriber is the Eligible Subscriber of the winning mobile number, Organizer reserve the right to award the gratification to the next eligible Winner or to forfeit the gratification, at its sole discretion.
    - (xii) Subscribers who have done recharge of Rs.65 in the mentioned circles and whose mobile numbers are available in the file shared by VODAFONE Idea to OnMobile will be engaged daily via SMS and OBD.
    - (xiii) Subscriber must have done a recharge Rs.65 ("Applicable Packs") on or before 23:59Hrs of 18<sup>th</sup> May 2019. For any recharge done after 00:00 hours of 19<sup>th</sup> May 2019 Subscriber shall not be allowed to participate.
    - (xiv) The Challenge will be known by and be made available in the below mentioned languages: English, Malayalam, Telugu, Kannada, Tamil, Hindi, Gujarati, Marathi, Punjabi and Bengali, Oriya, Assamese on IVR.
    - (xv) The employees of the Organizers and/or Vodafone Idea and or their group companies, affiliate or associate companies and their relatives/ dependents (First blood/Spouse of immediate member) shall not be eligible to participate in this Challenge. If found otherwise, then the Organizers reserves the right to forfeit the prize. If an employee of the Organizers or Vodafone Idea leaves the organization when the Challenge is launched or leave during Challenge Period/ before Winner list announcement / after Winner's list is announced, the employee will not be eligible to participate in the Challenge.
    - (xvi) The Organizers and/or Vodafone Idea reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses

the process or Terms and Conditions of the Challenge. Failure by the Organizer or Vodafone Idea to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of the Organizer or Vodafone Idea shall at all times be binding and final.

## C. CHALLENGE PERIOD

- (a) This is a limited period Challenge for Eligible Subscribers of Vodafone Idea, available from 18 February 2019 00:00:01 hrs. till 18 May 2019 23:59:59 hrs., both days inclusive ("Challenge Period");
- (b) Organizer reserves the right to extend or shorten the Challenge Period, as it deems fit.

## D. CHALLENGE AREA

#### Refer to **EXHIBIT A**

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

## E. CHALLENGE DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

- 1. Please refer to **Exhibit B** for details of prizes.
- 2. In case of increase in the value of any prize, the incremental difference shall be borne by the Winner. In an event where the Participant is unable to bear such incremental difference of the prize, then the prize shall be considered to be surrendered and as per the terms set out herein and the Organizers reserves the right to award the prize to the next eligible Winner.
- 3. Prize/rewards contained herein are applicable only for the Participants who are scoring points by playing the Challenge.
- 4. The **selection criteria**, of the Winner of the Challenge, shall take place after completion of the Challenge and prize/rewards shall be distributed thereafter. Winner selection will be done based on the following criteria in the order as mentioned below:
  - **a. Highest Score** The Participant with highest score will be the Winner. In case of a tie on the score, the next criteria will apply.
  - **b. Shortest Possible Time** In case of tie on the points scored, the Participant who took least time to answer the questions would be selected as the Winner.

- 5. All the Winners shall be chosen in accordance with the Winner selection process duly certified by an **Independent External Auditor** appointed by the Organizer and decision of Independent External Auditor shall be final and binding on the Participants.
- 6. Without prejudice to the foregoing, the Participant shall not hold the Organizer, the Independent External Auditor or Vodafone Idea liable for the Winner selection process under this Challenge.
- 7. Post selection of Winners the results will be uploaded on http://vodafone.contestzone.inand the Organizer shall also make 3 consecutive attempts to contact Winners over call on the number of the Winner(s) registered with Vodafone Idea to inform about the prizes and further process of claiming the prizes. The Winner will have to submit the documents (required documents mentioned below) within 30 days post the Organizer contacts the winner through Call or SMS or email. It is the responsibility of the Participant to check the result link provided on daily basis post completion of Challenge to know the Winners. And further it is the responsibility of Winners to claim their prize. The details required for claiming the prize shall be mentioned along with Challenge Winner list.
- 8. The prize will be rolled over to next eligible Participant or forfeited, at the sole discretion of the Organizer and Winner agrees to surrender the prize if:
  - a. The Winner does not claim the prize or fails to submit all necessary documents within 30 days post the Organizer contacts the winner through Call or SMS or Email.
  - b. The Winner does not submit TDS (if applicable) amount within 20 days of receipt of information from the Organizer.
- 9. In all cases or any issues related to Winner's liability on TDS amount, the Organizer's decision will be final.
- 10. Post completing the documentation process, the Winner will be informed (through tele-calling) regarding the modalities of the prize and distribution thereof. Delivery of prize will be subject to the Winners giving the correct address and his/her availability there. In the event, the prize cannot be delivered due to reasons beyond the control of the Organizer, the Winner(s) shall collect them from the nearest place, specified by the Organizer, at their own cost. The Organizer will not be liable to reimburse the cost so incurred by Winner whether travel, accommodation or any other cost.
- 11. **Note**: If there is any delay in the verification of prize and probable winners due to certain reasons such as verification documents pending, TDS pending, etc. then this will delay the declaration of final Winner list. The Organizer will not be responsible for this delay. For avoidance of any doubts, the final Winner list shall be published only after successful verification of documents submitted by the Winners.

- 12. Winners (including spouse of Winners and immediate/first blood relatives of Winners) of previous Challenges and/or engagement activities/offers organized by the Organizer for Vodafone Idea who have won a Gold Card / LED TV / Smartphone, except for Cash Card, Insta Recharge, Prize 1, Insta Recharge Prize 2, Assured Prize L1 Coupon and Assured Prize L2 Coupon, shall not be eligible for Gold Card1/Smartphone/Digi Cam Prize in this Challenge. Here, engagement activities/offers mean the activities organized by the Organizer since 2018 with Vodafone Idea. This restriction shall also apply to other Participants who share the same address with Winners of previous Challenges and/or engagement activities organized by the Organizer for Vodafone Idea who have won aa Gold Card / LED TV / Smartphone.
- 13. Winners also agree to provide an undertaking to the effect that his/ her spouse or immediate/first blood relatives of Winners are not the winners of a Gold Card / LED TV / Smartphone of previous Challenges and/ or engagement activities/offer organized by the Organizer for Vodafone Idea.
- 14. Winner, who is found to have made a false claim under sub clause (13), does hereby agree to:
  - a. Allow the Organizer to recover the Prize (referred to in sub-clause (13)); and
  - b. Completely indemnify the Organizer, including any cost thereof, if declaration made in sub clause (13) is found false or incorrect.
- 15. If the same person having different MSISDN has been selected more than once, in such event he /she will be awarded only one Prize. A Participant will be entitled to win only once during the entire Challenge Period. If a Participant is declared as Winner in more than one Prize category then he/she shall be entitled to only one prize/ reward of highest value amongst different prize/ rewards in the entire Challenge Period.
- 16. All prizes will be given after deducting various taxes, license fees and charges as applicable except as otherwise stated in writing.
- 17. All decisions of the Organizer in respect of all transactions under this Challenge, including without limitation the selection of Winners as certified by the Independent External Auditor and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard. Vodafone Idea has no role in the selection of Winners or prizes in this Challenge.
- 18. The list of the Winners of the prizes will be announced and published on http://vodafone.contestzone.in after the end of the Challenge and after all the Winner selection process are completed.
- 19. All prizes offered in this Challenge will be sponsored and distributed by the Organizer or a designated third party.

- 20. All prizes offered in this Challenge are subject to availability. The Organizer reserves the right to provide alternate models or brands or colour of the same value or any lesser value nearest to the original value, for any of the prize/s under different categories mentioned in the Terms and Conditions. Also, no request for any upgradation in the prize offered shall be entertained by the Organizer or Vodafone Idea. Model or brand or colour for alternate prize will be decided by the Organizer at its sole discretion, any choice of Winner in respect to model or brand or colour will not be considered in any case.
- 21. Any failure on the part of the Winner under this Challenge to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and the same prize will be given to the next eligible Winner and which shall be limited up to 3 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("PAN") of the Winner(s), submission of necessary documents and compliance of any such condition as expressly mentioned herein. All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Challenge and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer under any circumstances.
- 22. Mere participation in the Challenge shall not entitle a Participant to the prize. No other person or agent can claim the prize on behalf of the Participant. Except in cases where the Organizer approves the representative to claim/collect the prize and the representative furnishes the documents as may be required by the Organizer. Further, only registered Vodafone Idea Challenge Pack Members of the winning mobile phone number can be Winners and not merely the players using such mobile numbers.
- 23. Without prejudice to the foregoing, under no circumstance shall the Winners of the Challenge be entitled to redeem any category of prize for cash. The Organizer, at its sole discretion, shall not provide a cash alternative to any of the prize being offered in this Challenge.
- 24. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law or by Organizer):
  - a. Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months / Telephone bill not older than 3 months etc).
  - b. Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc).
  - c. One passport size photo.
  - d. Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner).

- e. Post paid bill (for post paid user) (additional document).
- f. Submission of acknowledgement letter (as per the format that shall be provided by the Organizer) on receipt of the Prize(s)
- g. PAN card copy self-attached

## h. For Winners of Challenge-

Affidavit on a non-judicial stamp paper of appropriate value that he / she (including spouse of Winners and immediate/first blood relatives of Winners) has not won any a Gold Card1/Smartphone/Digi Cam in the Challenge organized by the Organizer for Vodafone Idea

- i. In the event the number is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit:
  - a. No Objection Certificate and
  - b. Authorization letter of the employer.
- j. Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizer or applicable laws.
- k. Every Winner has to provide his/her photograph and detail interview while receiving prize.
- 25. In the event, it is found or comes to the knowledge of the Organizer that Participant and/or Winner submitted inaccurate/ misleading details/ or information as requested by the Organizer as stated herein or in future course of action, the Organizer reserves the right to forfeit the prize handed over to the Winner(s) and/or to be handed over to Winner(s) and take the required legal action against them.
- 26. Neither Vodafone Idea nor the Organizer is responsible for guarantees or warranties of the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of such goods or services so awarded to the Winners under this Challenge. Participant further understands that the goods provided as prize may carry manufacturer's guarantee and in case of any deficiency in the goods, Winners will contact the manufacturer only. Any and all claims regarding the quality or service of the prize shall be made by the Winner to the Organizer.
- 27. Any prize of value in excess of INR 10,000 per Challenge\* will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the Winner at the prevailing rate, unless expressly specified otherwise. Further, all the Winners must furnish a valid Indian PAN Card to

claim the prize amount, or prize, irrespective of the value of the same, failing which the Winners' prize shall be forfeited, or the prize shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer.

- \*A Winner earning prize in excess of INR 10,000/- Per Challenge in aggregate from all Challenges/Challenges/offers conducted by the Organizer irrespective of any specific operator will be subject to TDS under the Income Tax Act, 1961.
- 28. All gratification will be given after deducting various taxes, license fees and charges as applicable.
- 29. All winners are responsible for the safekeeping of their Cash/Gold Card. Should the Cash /Gold Card be lost, misplaced or stolen, or the value on the Cash /Gold Card be used by an unauthorized person, neither the Organizer nor VIL shall be held liable. The Organizer or VIL shall not be held liable in the event of any fraudulent transactions relating to the Cash /Gold Card.
- 30. In the event of the Cash/Gold Card being lost, misplaced or stolen, the winner shall be responsible for reporting the card to the respective Bank. Any queries in respect of usage of the Cash Card can be directed to respective Bank.
- 31. Vodafone Idea and the Organizer is not liable for any direct/indirect costs or expenses in relation to the Challenge which are to be borne by the Participant personally, including without any limitation the costs of collecting prizes or applicable taxes to be borne by the Participant entitled to the prize.
- 32. The Participant shall not have the right to claim any damages, loss or costs from the Organizer and/or Vodafone Idea for delay in delivery of the prize(s) on any grounds whatsoever. The Organizer and / or Vodafone Idea are not liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Challenge.
- 33. The Organizer will inform the TDS amount in advance to Winner. Winner will have to submit the DD equivalent to TDS amount in favor of the Organizer. The Winner will receive a TDS certificate in respect of the amount of TDS as per arrangement in Income Tax Act 1961.
- 34. The prizes shall be handed over by the Organizer on receipt of all the documents, from the Winners, required to process the distribution of the prize, and satisfactory verification thereof by the Organizer.
- 35. Questions and their answers are designed/ sourced by the Organizer, as per their best knowledge and information available in public at large and have been collected and framed with reasonable prudence. The answers are based on largely known facts and any exceptions are not considered. In the event of any discrepancy / dispute regarding the questions or

- answers, neither the Organizer nor Vodafone Idea nor any third party involved shall be liable towards any Participant in any manner.
- 36. All incidental costs, expenses, taxes or levies related to the Prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), Insurance, registration fees and any other taxes applicable by the Central, State or Municipal government. To avail and/or use the prize, Winner shall be solely liable for all applicable regulatory and statutory compliances including but not limited to any costs involved.
- 37. Any Participant providing any incorrect information, concealing or withholding any information from the Organizer with intent to participate and/or win the Challenge will automatically be disqualified from participating in it and winning the different categories of prizes. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the Vodafone Idea number, domicile, payment of outstanding amount to Vodafone Idea or any other information provided by the Participant, shall entitle the Organizer to disqualify him/her without any further intimation. The Organizer agrees that Vodafone Idea does not have any liability or responsibility with respect to any information furnished by a Subscriber to the Organizer.
- 38. Apart from the entitlement to the prizes mentioned herein, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone Idea and/or the Organizer, unless otherwise expressly provided hereunder.
- 39. The Winner's name will be announced by the Organizer along with Independent External Auditor, as registered in the system of Vodafone Idea.
- 40. The Winners shall not be entitled to their respective prize, in case he/ she fails to clear all outstanding dues payable to Vodafone Idea and / or is not an Active Subscriber of Vodafone Idea during Challenge Period and on the date of claiming the prize/s.
- 41. In event of the death of the Winner, the prize if any may be awarded by the Organizer to the legal heirs/successors of the deceased Winner at sole discretion of the Organizer. The Organizer shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors as it deems fit and in case of no documentary proof or evidence of Successors legal right the prize shall be transferred to next eligible winner.
- 42. The Organizer reserves the right to forfeit the prizes under the following circumstances:
  - a. If documents as mentioned herein are not submitted within 30 days
  - b. If TDS (if applicable) not submitted within 20 days.
  - c. If documents provided are found to be inaccurate/misleading.

- d. If Winner is unwilling to claim/accept the prize.
- e. If the Winner is not reachable over phone after trying 5 times.

If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number. Any failure on the part of the Winner to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s) or roll the prize over to the next eligible Winner, at their sole discretion.

- 43. MNP will be applicable in case of participant is porting from one circle to another circle within Vodafone during the Challenge Period while keeping his mobile number same, then he/she shall be considered as eligible for respective Zone/National/Circle prize where the number will be registered at the time of winner selecting process.
- 44. To be eligible to claim the prizes of the Challenge, the winning MSISDNs have to be Active Subscriber of Vodafone Idea during Challenge Period and at the time of the Winner announcement.
- 45. Prizes will be delivered against production of valid documents evidencing identity of Winners;

Winner will be decided basis above mentioned method by the Organizer. By participating in the Challenge the Participant agrees to be bound by the Winner selection process adopted by Vodafone Idea and the Organizer & shall not raise any dispute in this regard in any manner whatsoever.

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

- Organizer reserve the right, at their sole discretion, to modify these Terms & Conditions of the Challenge or any part thereof at any time during the Challenge 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 Eligible Subscribers participating in this Challenge.
  - (b) If Organizers modify these Terms, the modified terms will be posted on <a href="http://vodafone.contestzone.in">http://vodafone.contestzone.in</a> and <a href="http://vodafone.contestzone.in">www.vodafone.in</a>. 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 Challenge. Your continued participation in the Challenge will constitute your acceptance of the latest revised Terms and Conditions.

### C. WITHDRAWAL OF CHALLENGE

(a) Organizer reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Challenge 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 Eligible Subscribers.

### D. DISCLAIMERS

1. You agree that this Challenge is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation in the Challenge is voluntary and you expressly agree to participate at your sole risk. Organizers or Vodafone shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Challenge.

- 2. Organizer or Vodafone 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 Challenge and/or any delay or failure to participate in the Challenge due to technical, network or other problems. To the extent you choose to participate in this Challenge, You do so at your own initiative and you shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone Idea and 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 Challenge or arising otherwise.
- 3. Vodafone Idea reserves the right to change, suspend, remove, or disable access to the Challenge at any time without notice. In no event will Organizer be liable for the removal of or disabling of access to the Challenge. Vodafone Idea may also impose limits on the use of or access to the Challenge, in any case and without notice or liability. Under this Challenge, Vodafone Idea's responsibility shall only be limited in providing Telecom Service on Vodafone Idea's network for Eliqible Subscribers participating in this Challenge.
- 4. Any claims, issues, damages or losses with regards to the quality or functionality of the gratifications awarded under this Challenge will be the sole liability of the manufacturers, providers or dealers of the said gratifications. Vodafone Idea and OnMobile will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Subscribers.
- 5. You shall indemnify and keep indemnified Vodafone Idea 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 may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Idea and OnMobile shall have the right to defend themselves, pursuant to this clause, at the cost of the Eliqible Subscriber in breach.
- 6. Any attempt by a Participant to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the Organizer and/or Vodafone Idea reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
- 7. The Organizer and Vodafone Idea do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
- 8. The Organizer Vodafone Idea and their officials including their directors, officers, partners, employees, consultants and representatives are under no obligation to render any advice of service to any participant in respect of the Challenge.

### E. INTELLECTUAL PROPERTY RIGHTS

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

### F. GENERAL TERMS AND CONDITIONS

- 1. By participating in this Challenge, 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 Challenge;
- 2. The awards under this Challenge cannot be used in conjunction with any alternative award or promotion of a similar nature:
- 3. By participating in this Challenge, 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 Challenge and upcoming Challenge from Vodafone Idea, 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 Challenge 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 Organizer's ("Force Majeure Event"). Organizer shall not be liable for any delay or adverse effect caused to Eligible Subscribers as a result of a Force Majeure Event. Vodafone Idea shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Eligible Subscribers.
- 6. This Challenge 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 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 Challenge by calling 080-46156661 (Toll Number) during Monday

- to Sunday, except public holidays (9:00 AM to 9:00) or alternatively Subscriber may choose to send an email to contest@onmobile.com
- 9. You hereby authorize Organizer 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 Challenge. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy, which is available at <a href="http://www.vodafone.in/privacy-policy?section=consumer">http://www.vodafone.in/privacy-policy?section=consumer</a>
- 10. You agree that Vodafone Idea 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 Challenge, You confirm that You are entering into this Challenge as an independent party and nothing herein establishes an employer-employee relationship between You and Organizer and Vodafone Idea and You are acting voluntarily, using Your own time and resources to participate in this Challenge, solely at Your own risk.
- 12. 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 Idea whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
- 13. The Eligible Subscriber shall not have the right to claim any damages, loss or costs from the Organizer and/or Vodafone Idea for delay in delivery of the gratification(s) on any grounds whatsoever. Vodafone Idea 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 Eligible Subscribers under this Challenge. OnMobile and/or Vodafone Idea are also not liable for any defect or deficiency in the gratification(s) so offered or availed by the Eligible Subscribers under this Challenge.
- 14. 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 before accepting the delivery of the gratification.
- 15. All Gratifications must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizers. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law or by Organizer):
- 1. Tax Proof (PAN Card)
- 2. Photo Id proof (PAN Card)
- 3. One passport size photo.
- 4. Declaration for acceptance of Gratification (format will be communicated/shared with Winner).
- 5. In the event the number is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit:
  - (a) No Objection Certificate and
  - (b) Authorization letter of the employer.
- 16. In the event, it is found or comes to the knowledge of Organizer that Winner submitted inaccurate/misleading details/or information as requested by the Organizer as per stated

- herein or in future course of action, Organizer reserve the right to forfeit the Gratification handed over to the Winner(s) and/or to be handed over to Winner(s) and take the required legal action against them.
- 17. Any Eligible Subscriber providing any incorrect information, concealing or withholding any information from the Organizer with an intent to participate and/or win the Challenge will automatically be disqualified from winning the different categories of gratifications under this Challenge. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the Vodafone Idea number, domicile, payment of outstanding amount to Vodafone Idea or any other information provided by the Subscriber, shall entitle the Organizer to disqualify him/her without any further intimation. OnMobile agrees that Vodafone Idea does not have any liability or responsibility with respect to any information furnished by a Subscriber to OnMobile.
- 18. The Organizer at their sole discretion will not provide a cash alternative to any of the gratifications being offered in this Challenge.
- 19. 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 Card and shall indemnify and keep indemnified the Organizer 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. 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.
- 20. In case the specified electronic gadget offered as gratification in this Challenge is discontinued or not available during or after the Challenge, the Organizer 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 Challenge and if the price of the phone increase during or after the Challenge or at the time of gratification distribution/Winner announcement period, the Organizer will only pay the value of the phone that was during the launch of the Challenge 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.
- 21. Organizer or any of their group entities or affiliates, their respective directors, officers, employees/family members of 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 Challenge.
- 22. The Organizer reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge 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 Challenge. Your continued participation in the Challenge will constitute Your acceptance of the latest revised Terms and Conditions.
- 23. The employees and the family members of the employees of Vodafone Idea, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Challenge. Organizers further reserve the right to disqualify any Subscriber from the Telangana state from winning any gratification.

24.

25.

- 26. Eligible 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 find that the declared Winners are wrong then Organizer reserves the right to declare the correct Winners again and cancel the gratification of Winners declared earlier.
- 27. The Organizer 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"). Further in case of death of the Winner after being selected as a Winner, the gratification can be claimed by the legal heir of the deceased Winner provided, such legal heir shall produce the death certificate and legal heir certificate within fifteen (15) days of such intimation by the Organizer. The gratifications must be claimed by the Winners within thirty (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 Challenge.
- 28. Vodafone Idea 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 Challenge Pack Members.
- 29. If an Eligible Subscriber ports out of home circle to a new circle during the Challenge Period, he/she will not be eligible for the ported circle Gratification if any. Eligible Subscriber's score accumulated in the home circle where the Challenge was initially subscribed for, will be considered for the highest scorer selection.

### **EXHIBIT A**

- (a) Residents of the state of Telangana are not eligible to participate in this Challenge and are prohibited by law.
- (b) The Challenge is valid and the Winners will be gratified in selected Indian cities / telecom service areas as mentioned below.

# (c) \*Circle & Zone Groups

Circle-Group*	Zone
AP + Kerala	South
ASSAM + NE + Bihar + Orissa	East
DELHI + Haryana+ JK + Punjab + HP	North
GUJARAT	West
KARNATAKA	South
KOLKATA + WB	East
MAHARASHTRA	West
MUMBAI + MP + RAJASTHAN	West
UPE +UPW	North
CHENNAI & TAMILNADU	South

# (d) \*\*Zone Group Classification

S.No.	Zone- Groups	Circle Group		
1	NORTH	DELHI + HARYANA + PUNJAB + HP+ JK+ UPE & UPW		
2	SOUTH	KARNATAKA & AP + KERALA & CH/TN		
3	EAST	ASSAM + NE + ORISSA + BIHAR+ KOLKATA + WB		
4	WEST	GUJARAT+ MAHARASTRA+ MUMBAI + MP RAJASTHAN		

\*

(i) Notwithstanding the foregoing, if the operation of or participation in the Challenge 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 Challenge. Vodafone Idea or OnMobile shall give no further notice in this regard.

### **EXHIBIT B**

### (a) Subscription to Competition

Subscribers can initiate participation in the Competition 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# & \*567\*5# from a Vodafone number or on OBD or You can subscribe on 5670330 by Pressing "1" anytime during the Competition Period.

#### (b) Playing:

Subscribers can play Competition by dialling- 5670330 (Toll-free) and on 56767 (Toll-free). To answer, press 1 or 2 on your phone keypad at Rs. 5 per day. For each right answer, you will get 1 point. There is no negative mark for wrong answer.

- Users can play the Competition by sending the keyword PLAY to 5670330 and then sending a response to a question like A / B to 5670330, as a response to the question.
- Quiz will be available on \*567\*5# USSD String. All the questions have 2 answer options each and participants can answer by sending 1/2, as a response to the questions.

## (c) Un-Subscription from the Competition

If, Eligible Subscriber wish to discontinue participating in the Competition, Eligible 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 Competition.

# (d) Total number of questions:

There are total 450 numbers of questions that will be randomly asked from the Subscriber for the purpose of this Competition.

## (i) Charging

Sl.	Playing	Regular Subscription	Key words options to
No	Channel	Charges Per Day	answer
1.	IVR	Rs. 5/Day	1 or 2
2	CMC	Do F /Dov	A or D
۷.	SMS	Rs.5/Day	A or B

3.	USSD	Rs.5/Day	1 or 2
----	------	----------	--------

Note: Fall-back/Missed charging feature available:

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

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

Subscribers that are charged Rs 4 will get to answer 4 guestions to answer.

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

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

Subscribers that are charged Re. 1 will get to answer 2 question to answer.

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

If a Subscriber is charged as per fall back terms of this Challenge, Organizers will attempt multiple time to charge the remaining charge on that Challenge day. The number of questions offered will be based on the amount charged after multiple attempt. Subscriber can answer the pending questions of the particular Challenge day and points scored after successful charging will be considered for winner selection.

(ii) Example: If a Subscriber is charged Rs.2 then he will get 2 questions. Multiple try for charging remaining Rs.3 will be attempted. In case of successful charging of remaining Rs.3 then the pending questions of the particular Challenge day will be made available to the Subscriber.

### **Challenge Flow:**

### 1. Challenge on Voice:

- (a) After every answer input, next question and the answer options will be given to the Eligible Subscriber. After every wrong answer, the Eligible Subscriber will be played an appropriate prompt (e.g. "Sorry! That's a wrong answer") and given the next question and answer options.
- (b) Also, Subscribers who have done Recharge of Denominations Rs.65 in the mentioned circles and whose mobile numbers are provisioned by Vodafone Idea to OnMobile will be sent a WELCOME SMS. Post this; the user will have to subscribe to the Challenge as per the process mentioned below.
- (c) To listen to a question again Eligible Subscribers may press (\*).
- (d) If an Eligible Subscriber discontinued playing the Challenge, then the Eligible Subscriber may resume playing by subscribing as per subscription details provided above for subscription. If for example, a Eligible Subscriber stops playing the Challenge after answering question no. 9 then if the Subscriber calls again with the same number, the Eligible Subscriber will be played question no. 10 question. If for example, an Eligible Subscriber listens to the 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 Eligible Subscriber has earlier received.
- (e) If an Eligible Subscriber stops playing the Challenge after answering the question no. 9, then the Eligible Subscriber will be sent a reminder SMS on the Eligible Subscriber's number registered with Vodafone Idea followed by another question and answer options. In case the Eligible Subscriber does not answer this question, the Eligible Subscriber will be engaged three (3) times a day with questions and answer options via SMS.
- (f) The Eligible Subscriber can play this Challenge only once during the Challenge Period.

## 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 Eligible Subscriber will be redirected to the missed questions flow else exit prompt is played.
- (c) The Eligible 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 the Eligible Subscriber will be given the missed questions for the days when the Eligible 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 Eligible Subscriber will be asked to give consent for getting charged for that particular day. Once the Eligible Subscriber has given its consent and is charged successfully, he will be presented with set of questions for that day.

### 3. Challenge on SMS:

- i. Post Subscribing the user has to send ACT LAKH to 199 or 144
  - ii. Also those users who have done TOPUP of denomination Rs.65 in the mentioned circles and whose mobile numbers are available in the file shared by VODAFONE Idea in FTP path will be sent a WELCOME SMS.
- iii. Welcome SMS is sent to that MSISDN of the Subscriber giving details rules, gratifications and Terms and Conditions of the Challenge upon Subscription. This is followed by the 1st question and answer options.
- iv. Fall back will be applicable for Subscription Challenges.
- v. 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. Organizers 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 Challenge. The Subscriber agrees and undertakes not to raise disputes due to delay caused in receiving the SMS by Organizers due to such reasons.
- vi. If a Subscriber discontinued playing the Challenge, then the Subscriber may resume playing by Subscribing as per Subscription details provided above for Subscription. If the Subscriber stops playing the Challenge 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 Challenge, 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.
- vii. 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 GET as an SMS to 5670330, to receive the 9th question on his number registered with VODAFONE IDEA.
- viii. The Subscribers may send TOTAL as an SMS to 5670330 to check their latest score.
- ix. Every day during the Challenge Period, all participating Subscribers will be sent a question in the morning on their numbers registered with VODAFONE IDEA, to help them start playing the Challenge.

### (iii) GRATIFICATIONS AND WINNER SELECTION PROCESS

S.No	Prize	Criteria	Quantity	Value	Remarks	Description
1	Gold Card1 Prize	Highest	20	25,000	Circle	<ul> <li>The selection for the Gold Card Prize will be conducted at the end of the Challenge.</li> <li>2 MSISDNs per circle group*, with highest score, in the least amount of time, during the Challenge will be selected as the winner.</li> </ul>
2	Smartphone Prize	Highest	10	15,000	Circle	<ul> <li>The selection for the Smart Phone Prize will be conducted at the end of the Challenge.</li> <li>1 MSISDN per circle group*, with highest score, in the least amount of time, during the Challenge will be selected as the winner.</li> </ul>
3	Digital Camera Prize	20	90	10,000	National	<ul> <li>The selection for the</li> <li>Digital Camera Prize will be conducted at the end of the</li> <li>Challenge.</li> <li>90 MSISDNs Across all circle group*, with</li> </ul>

						minimum cumulative score of 20 points, in the least amount of time, during the Challenge will be selected as the winner.  The selection for the Gold Card Prize will be
4	Gold Card2 Prize	12	90	5,000	National	conducted at the end of the Challenge.  • 90 MSISDNs Across all circle group*, with minimum cumulative score of 12 points, in the least amount of time, during the Challenge will be selected as the winner. Winner of Gold Card 2 will not be be eligible to win Cash Card Prize.
5	Cash Card Prize	10	90	2,000	National	<ul> <li>The selection for the Cash Card Prize will be conducted at the end of the Challenge.</li> <li>90 MSISDNs Across all circle group*, with minimum cumulative score of 10 points, in the least amount of time, during the Challenge will be selected as the winner.</li> </ul>
6	Cash Card - Daily Bumper 2 per day	5	180	1,000	National	<ul> <li>The selection for the Daily Bumper prize winners will be conducted during the Challenge.</li> <li>2 MSISDNs across circle-group*, with minimum cumulative score of 5 points in the least amount of time, on that day will be selected as the winner.</li> </ul>

						• <u>1 MSISDN can win</u> this Prize only once in the Challenge.
7	Insta Recharge (Happy Hours) .	2	900	95	National	<ul> <li>Daily first 10</li> <li>MSISDNs across circle groups* who Scores 2 points, during the happy hours (i.e. 2</li> <li>PM to 5 PM) will be selected as the winner.</li> <li>1 MSISDN can win this prize only once in the Challenge.</li> </ul>
8	Bank Card - Activation	1	1	1,00,000	National	<ul> <li>The selection for the Bank Card Prize will be conducted at the end of the Challenge.</li> <li>1 MSISDNs Across all circle group*, with minimum cumulative score of 1 point, in the least amount of time, during the Challenge will be selected as the winner.</li> </ul>
9	Prize L2 - Coupon	2	90,000	35	National	<ul> <li>The selection for the Prize L2 will be conducted during the Challenge.</li> <li>First 90000 MSISDNs across circle groups* who Scores 2 points, during the Challenge will be selected as the winner.</li> </ul>
10	Prize L1 - Coupon	1	90,000	10	National	<ul> <li>The selection for the Prize L1 will be conducted during the Challenge.</li> <li>First 90000 MSISDNs across circle groups* who Scores 10 points, during the Challenge will be selected as the winner.</li> </ul>

One Individual winner irrespective of MSISDNs can win only one of the following Prizes viz. Gold Card1 Prize, Smart Phone Prize, Digital Camera Prize, Gold Card2 Prize, Cash Card Prize and Bank Card Prize.

In the selection of the Gold Card, Smart Phone, Digital Camera, Gold Card2 and Cash Card Gratifications, 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 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.

In case of a tie in the selection of winners for Bank Card Activation Bumper and Cash Card Daily Bumper in the Challenge, the Winner will be the MSISDN that has achieved the relevant score as detailed above, first in point of time, which shall be electronically recorded by an independent system of the Organizer.

In the selection of the winners of all the above prizes except Gold Card1, Smart Phone, Digital Camera, Gold Card2, Cash Card and Bank Card Prizes the score considered for selection will NOT include the scores accumulated by users by answering missed questions if any and will only consider the respective question of each particular day.

Scores of users who are charged later for the earlier days will NOT be considered for any of the above prizes except Gold Card1, Smartphone, Digital Camera, Gold Card2, Cash Card and Bank Card Prizes

The points scored by an MSISDN from the questions that the MSISDN is entitled to answer in a day, based on that day's charged value will only be considered for selection.

One Individual winner irrespective of MSISDNs can win only one of the Gold Card, Spartphone, Digital Camera, Bank Card Activation Prizes.

The time taken for answering a question on "Voice" mode, is calculated from the time OnMobile's system plays question till the answer DTMF input received by the system. On SMS and USSD channel time taken is calculated from the time system pushes the question till the answer input received by system.

- ✓ Note: If a participant plays the Challenge over both the channels (Voice & SMS), his/her score will only be cumulative, and not exclusive for each of the channels. ie: if the participant has started playing the Challenge on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the winner selection for all the prizes.
- ✓ A Subscriber is eligible to win more than one Prize during the period of the Challenge, which means that he/she can win more than one Prize provided he/she meets the above said criteria of the respective Prizes.