

## TERMS AND CONDITIONS GOVERNING THE CONTEST

### NEW YEAR BONANZA

#### A. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

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

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

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

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS NEW YEAR BONANZA. BY PARTICIPATING IN THE CONTEST, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE CONTEST.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being an Eligible Subscriber has participated in the Contest.

#### B. DEFINITIONS

- (1) “**Subscriber**” shall mean the rightful subscriber of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. In the event, the subscriber’s number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Contest and accept the terms applicable herein.

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

### **C. CONTEST PERIOD**

- (a) This is a limited period Contest for Eligible Subscribers of Vodafone India, available from 20<sup>th</sup> November 2017 00:00:01 hrs. till 17<sup>th</sup> February 2018 23:59:59 hrs., both days inclusive (“**Contest Period**”);
- (b) Organizer’s reserves the right to extend or shorten the Contest Period, as it deems fit.

**D. CONTEST AREA**

(a) The Contest is valid and the winners will be gratified in select Indian cities / telecom service areas as mentioned below.

<b>S.No.</b>	<b>Circle Names</b>
1	ANDHRA PRADESH
2	ASSAM
3	BIHAR
4	CHENNAI
5	DELHI
6	GUJARAT
7	HARYANA
8	HIMMACHAL PRADESH, JAMMU & KASHMIR, PUNJAB
9	KARNATAKA
10	KERALA
11	KOLKATTA
12	MAHARASHTRA
13	MADHYA PRADESH
14	MUMBAI
15	ORISSA & NORTH EAST
16	RAJASTHAN
17	REST OF BENGAL
18	TAMIL NADU
19	UTTAR PRADESH EAST
20	UTTAR PRADESH WEST

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

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

(a) Subscription to Contest

Subscribers can initiate participation in the Contest by sending the SMS keyword “ACT LAKH” to 199 or alternatively by calling the number 144 (toll free) or dialling the Unstructured Supplementary Service Data (“**USSD**”) string \*567\*899# & \*567\*5# from a Vodafone number or on OBD You can subscribe on 51515 by Pressing “1”.

(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.

(c) Un-Subscription from the Contest

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

NOTE: Applicable only for subscription Contest.

(d) Total number of questions:

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

(i) Charging

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

Note: Fall-back/Missed charging feature available:

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

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

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

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

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

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

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

(ii) Contest Flow

**1. Contest on Voice:**

- (a) Subscribers will be informed of the rules, gratifications and Terms and Conditions of the Contest upon Subscription.
- (b) After every question and answer options, a “beep” will be played. Subscriber will have to answer by choosing one of the options only after the “beep” is played.
- (c) After every answer input, next question and the answer options will be given to the Subscriber. After every wrong answer, the Subscriber will be played an appropriate prompt (e.g. “Sorry! That’s a wrong answer “) and given the next question and answer options.
- (d) To listen to a question again Subscribers may press (\*).
- (e) If a Subscriber discontinued playing the Contest, then the Subscriber may resume playing by Subscribing as per Subscription details provided above for Subscription. If for example, a Subscriber stops playing the Contest after answering question no. 9 then if the Subscriber calls again with the same number, the Subscriber will be played question no. 10 question. If for example, a Subscriber listens to the question but drops the call without answering the 9th question, then, if the Subscriber calls again, the Subscriber will be played the 9th question which may be different from what the Subscriber has earlier received.
- (f) If a Subscriber stops playing the Contest after answering the question no. 9, then the Subscriber will be sent a reminder SMS on the Subscriber’s number registered with Vodafone India followed by another question and answer options. In case the Subscriber does not answer this question, the Subscriber will be engaged three (3) times a day with questions and answer options via SMS.
- (g) The Subscriber can play this Contest only once during the Contest 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 Subscriber will be redirected to the missed questions flow else exit prompt is played.
- (c) The Subscriber will be redirected to press "8" button on IVR as a consent and get charged to play the missed questions of earlier days.
- (d) If there are missed questions on earlier days, then first Subscriber will be given the missed questions for the days when the Subscriber was charged and then he will be given the missed questions for the non-charged days.
- (e) Before presenting the question for any non-charged day, the Subscriber will be asked to give consent for getting charged for that particular day. Once the Subscriber has given its consent and is charged successfully, he will be presented with set of questions for that day.
- (f) In the selection of the winners of all the gratifications except Mega Bumper Gratification, Bumper Gratification, and Monthly Gratification the score considered for selection will NOT include the scores accumulated by Subscriber's by answering missed questions if any and will only consider the respective question of each particular day.
- (g) Scores of Subscriber's who are charged later for the earlier days will NOT be consider for any of the Gratifications except Mega Bumper Gratification, Bumper Gratification and Monthly Gratification.

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

#### **1. Mega Bumper Gratification**

- (a). The selection for the Mega Bumper Gratification will be conducted at the end of the Contest Period.
- (b). 1 MSISDN Across all circle group\*, with highest score, in the least amount of time, during the Contest Period will be selected as the winner of a Hyundai Creta Car worth up to Rs. 9,29,000.
- (c). The winning MSISDNs will not be eligible to win Circle Bumper and Monthly Bumper gratification.
- (d). In the selection of the Mega Bumper gratification in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the 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. Circle Bumper Gratification**

- (a). The selection for the Circle Bumper Gratification will be conducted at the end of the Contest Period.
- (b). One (1) MSISDN per circle group\*, with the highest score, in the least amount of time, during the Contest Period will be selected as the winner of an iPhone 8 worth up to Rs. 65,000.
- (c). The winning MSISDNs will be removed from the list of eligible subscribers for Monthly Bumper Gratifications.
- (d). In the selection of the Circle Bumper Gratification in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the 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.

## **3. Monthly Bumper Gratification**

- (a). The selection for the Monthly Bumper Gratification will be conducted as per the monthly schedule provided in Table 1 below.
- (b). One (1) MSISDN per circle groups\*, with the minimum cumulative score of 50 points, in the least amount of time, during that month will be selected as the winner of a Smartphone worth Rs. 10,000.
- (c). One (1) MSISDN can get the Monthly Bumper Gratification only once in the Contest Period.
- (d). In the selection of the Monthly Bumper Gratification in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the 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.

Month 1	20-Nov	19-Dec
Month 2	20-Dec	18-Jan
Month 3	19-Jan	17-Feb

**NOTE:** One individual winner irrespective of the MSISDN can win only one of the Mega Bumper Gratification, Circle Bumper and Monthly Bumper Gratifications.

**4. Special Wednesday Gratification**

- (a). The selection for the Special Wednesday Gratification will be conducted as per the Special Wednesday schedule as provided in Table 2 below.
- (b). One (1) MSISDN across circle groups\*, with minimum of 5 points, in the least amount of time, on that day will be selected as the winner of the gratifications as per the below mentioned special Wednesday schedule as provided in Table 2 below.
- (c). One (1) MSISDN can get the Special Wednesday Gratification only once in the Contest Period.
- (d). In the selection of the Special Wednesday Gratification in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the 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.

Table 2 - Special Wednesday		
Dates	Gratification	Price (in INR)
29-Nov	Home Theatre	100000
06-Dec	TVS Victor Disc	94349
13-Dec	iPhone X	90000
20-Dec	4K Smart TV	100000
27-Dec	Honda Shine	96566
03-Jan	TVS Victor Disc	94349
10-Jan	4K Smart TV	100000
17-Jan	Camera	100000
24-Jan	iPhone X	90000
31-Jan	Home Theatre	100000
07-Feb	Activa 4G	98713
14-Feb	4K Smart TV	100000



## 5. Daily Bumper Gratification

(a). One (1) MSISDN across circle-groups\*, with the score of 7 points, in the least amount of time, on that day as per Daily Bumper Gratification Schedule in Table 3 below, will be selected as the winner of a GOLD Card worth up to Rs.50,000.

(b). One (1) MSISDN can win the Daily Bumper Gratification only once in the Contest Period.

(c). In the selection of the Daily Bumper Gratification in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the 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.

**Table 3 - Daily Bumper Gratification Schedule**

20-Nov	19-Dec	19-Jan
21-Nov	21-Dec	20-Jan
22-Nov	22-Dec	21-Jan
23-Nov	23-Dec	22-Jan
24-Nov	24-Dec	23-Jan
25-Nov	25-Dec	25-Jan
26-Nov	26-Dec	26-Jan
27-Nov	28-Dec	27-Jan
28-Nov	29-Dec	28-Jan
30-Nov	30-Dec	29-Jan
01-Dec	31-Dec	30-Jan
02-Dec	01-Jan	01-Feb
03-Dec	02-Jan	02-Feb
04-Dec	04-Jan	03-Feb
05-Dec	05-Jan	04-Feb
07-Dec	06-Jan	05-Feb
08-Dec	07-Jan	06-Feb
09-Dec	08-Jan	08-Feb
10-Dec	09-Jan	09-Feb
11-Dec	11-Jan	10-Feb
12-Dec	12-Jan	11-Feb

14-Dec	13-Jan	12-Feb
15-Dec	14-Jan	13-Feb
16-Dec	15-Jan	15-Feb
17-Dec	16-Jan	16-Feb
18-Dec	18-Jan	17-Feb

#### **6. Daily 1st Gratification**

- (a). One (1) MSISDNs per circle-group\*, with the score of 6 points, in the least amount of time, on that day, will be selected as the winner of Mobile Recharge worth Rs. 500.
- (b). The winning MSISDNs will be removed from the list of eligible subscribers for Daily 2nd Gratification of that day.
- (c). One (1) MSISDN can win the Daily 1st Gratification only once in the Contest Period.
- (d). In case of a tie in the selection of Daily 1st Gratification, the winner will be selected which MSISDN has achieved the score 1st in point of time.

#### **7. Daily 2nd Gratification**

- (a). The selection of the winner for all the Daily 2nd Gratifications will be done after the 1st Gratification winners of that day are selected.
- (b). One (5) MSISDNs per circle-group\*, with the score of 4 points, in the least amount of time, on that day, will be selected as the winner of Mobile Recharge worth Rs. 100.
- (c). One (1) MSISDN can win the Daily 2nd Gratification only once in the Contest Period.
- (d). In case of a tie in the selection of Daily 2nd Gratification, the winner will be selected which MSISDN has achieved the score 1st in point of time.

#### **8. Daily Assured Gratification**

- (a). The selection for the Daily Assured Gratification winners will be conducted during the Contest Period.
- (b). Daily first 10 MSISDNs per circle groups\* who attempts 1st Question during the Contest Period, will be selected as winners of Mobile Recharge worth Rs. 50.
- (c). One (1) MSISDN can win this Gratification only once in the Contest Period.

**NOTE:** In the selection of the winners of all the above Gratifications except Mega Bumper Gratification, Circle Bumper Gratification, and Monthly Gratification 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 charged later for the earlier days will NOT be consider for any of the above Gratifications except Mega Bumper Gratification, Circle Bumper Gratification and Monthly Gratification.

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.

The time taken for answering a question on "Voice" mode, is calculated from the time OnMobile's system plays beep (after question) till the answer DTMF input received by the system.

**F. MODIFICATION OF TERMS AND CONDITIONS**

- (a) Organizer's reserve the right, at their sole discretion, to modify these Terms & Conditions of the Contest or any part thereof at any time during the Contest Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Subscribers participating in this Contest.
- (b) If Organizers modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Contest. Your continued participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.

**G. WITHDRAWAL OF CONTEST**

- (a) Organizer's reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Contest at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the Subscribers.

**H. DISCLAIMERS**

1. You agree that this Contest is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation in the Contest is voluntary and You expressly agree to participate at Your sole risk. Organizers shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Contest.
2. Organizer's makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Contest and/or any delay or failure to participate in the Contest due to technical, network or other problems. To the extent You choose to participate in this Contest, You do so at Your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone India and OnMobile, its officers, directors, employees, affiliates, and agents or representatives liable for

any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any subscriber or third party, in connection with the Contest or arising otherwise.

3. Vodafone India reserves the right to change, suspend, remove, or disable access to the Contest at any time without notice. In no event will Organizer's be liable for the removal of or disabling of access to the Contest. Vodafone India may also impose limits on the use of or access to the Contest, in any case and without notice or liability. Under this Contest, Vodafone India's responsibility shall only be limited in providing Telecom Service on Vodafone India's network for Eligible Subscribers participating in this Contest.
4. Any claims, issues, damages or losses with regards to the quality or functionality of the gratifications awarded under this Contest will be the sole liability of the manufacturers, providers or dealers of the said gratifications. Vodafone India and OnMobile will not have any responsibility related to the same and will not entertain any query or complaint of the Subscribers.
5. You shall indemnify and keep indemnified Vodafone India and OnMobile, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Organizer's may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

**I. GENERAL TERMS AND CONDITIONS**

1. By participating in this Contest, You confirm that You have read understood and agreed to conform to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that You have submitted while participating in the Contest;
2. This awards under this Contest cannot be used in conjunction with any alternative award or promotion of a similar nature;
3. By participating in this Contest, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Contest and upcoming contest from Vodafone India, as it may in its sole and absolute discretion decide.
4. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.
5. **Force Majeure** – This Contest subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests,

technical snags, act of God or any circumstance beyond the reasonable control of Organizer's ("Force Majeure Event"). Organizer's shall not be liable for any delay or adverse effect caused to Subscribers as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Subscribers.

6. This Contest is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
7. Failure by Organizer's to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person including a Subscriber.
8. Subscriber may contact the OnMobile customer care regarding any queries, complaints, disputes pertaining to the Contest by calling 08049080661 during Monday to Friday except public holidays (9:00 AM to 9:00) or alternatively Subscriber may choose to send an email to [contest@onmobile.com](mailto:contest@onmobile.com)
9. You hereby authorize Organizer's to collect Your personal information including name, address and mobile number, photograph and share with its partners so as to enable You to participate in this Contest. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy, which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
10. You agree that Vodafone India and OnMobile has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.
11. By participating in the Contest, You, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, website and all material or content related to the Contest shall remain, at all times, owned by OnMobile, Vodafone India or its respective owners. All material and content contained in this website is made available for Your personal and non-commercial use only. Any other use of the material/ content on this website, or any information disseminated by SMS or any other means of communication is strictly prohibited.
12. By participating in the Contest, You confirm that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and Organizer's and You are acting voluntarily, using Your own time and resources to participate in this Contest, solely at Your own risk.
13. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

14. The Subscriber shall not have the right to claim any damages, loss or costs from the Organizer's for delay in delivery of the gratification(s) on any grounds whatsoever. Vodafone India and/or OnMobile are neither responsible nor guarantee the quality or functionality of the goods or services being offered as gratification/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Contest. OnMobile and/or Vodafone India are also not liable for any defect or deficiency in the gratification(s) so offered or availed by the Subscribers under this Contest.
15. The gratification(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents or papers as may be required by the Organizer's before accepting the delivery of the gratification.
16. The Organizer's at their sole discretion will not provide a cash alternative to any of the gratifications being offered in this Contest.
17. The Gold Card offered hereunder will be organized by OnMobile. The Gold Card may be used by the Winner to purchase gold only up to the value specified in the respective Gold Card, irrespective of the rate of conversion of gold at the time of such purchase. The Winners shall not have any claims in matters arising from or in connection with the Gold Voucher and shall indemnify and keep indemnified the Organizer's and the third party issuing the Gold Card. The respective Gold Card may be used only in stores accepting the Gold Card as will be detailed in the Gold Card. You acknowledge and agree that the amount mentioned in the Gold Card may not be fully utilized, subject to change in the rates and related antecedents to such Gold Card; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the gratification money for using the Gold Card at the time of purchase and You shall not claim any reimbursements from the Organizer's. You hereby agree that the Gold Card are at all times subject to the terms and conditions mentioned in the respective Gold Card and will be applicable only for a limited period as detailed in the respective Gold Card. The Gold Card, which may be given to the Winner as a gratification, shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source ("TDS") @ 30.99% or as applicable from time to time and applicable Goods and Services Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and a statement showing the value of the gold. In case the specified electronic gadget offered as gratification in this Contest is discontinued or not available during or after the Contest, the Organizer's shall at its own discretion offer another phone of the similar value, which may or may not be of

the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the Monthly Gratification that he is eligible to in this Contest and if the price of the phone increase during or after the Contest or at the time of gratification distribution/Winner announcement period, the Organizer's will only pay the value of the phone that was during the launch of the Contest and the Winner has to pay or bear the extra amount. The gratification amount shall be given by way of cheque in the name of the dealer from whom the phone is being purchased.

18. Questions and their answers are sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. The facts are based on largely known facts and any exceptions are not considered. In the event of any discrepancy and/ or dispute regarding the questions or answers, OnMobile, Vodafone India and/or any third party involved shall be liable towards any Subscriber in any manner.
19. Organizer's or any of their group entities or affiliates, their respective directors, officers, employees/ 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 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 laws of India and Courts at Mumbai shall have exclusive jurisdiction.
25. Any gratification of INR 10,000/- in a year will attract deduction of tax at source and all taxes on the gratification/s shall be paid by the winner at the prevailing rate. All gratification will be given after deducting various taxes, license fees and charges as applicable. All incidental costs (i.e. costs for collecting gratification including but not limited to travel from winner's place of residence to venue, lodging, boarding, food, local transport etc. in case of a meet & greet event as gratification or insurances, transfer fees, registration fees, and all the expenses incurred over and above the on road price etc., in case of vehicle/car offered as gratification)/taxes/levies related to the gratification(s), if any, shall be exclusively borne by the winner including but not limited to TDS, Gift tax (if any), road tax, insurance as may be applicable and any other taxes levied by the Central, State or Municipal government.
26. In case the specified model, type of the vehicle offered in this Contest as a gratification, which is discontinued or not available during or after the Contest, the Organizer shall at its own discretion offer another vehicle of the same 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 in the gratification of this Contest and if the gratification of the vehicle increases during or after the Contest or at the time of gratification distribution or winner announcement period, the Organizer will only pay the value of the gratification announced as per this T&C's that was during the launch of the Contest, post TDS deduction and the Winner has to pay or bear the extra amount including the applicable taxes. The Gratification amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased. The color of the vehicle shall be strictly as per availability.
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.