

## **TERMS AND CONDITIONS GOVERNING THE CONTEST “Gold Rush Competition”**

### **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 skill based contest conceptualized, organized and hosted by One 97 Communications Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at , First floor Devika Tower, Nehru Place, New Delhi-110019, India and its corporate office at B-121, Sector-5, Noida-201301 (hereinafter referred to as “**One 97**” or “**Organizer**”) for the eligible rightful subscribers of Vodafone India Limited, and Vodafone Mobile Services Limited (hereinafter collectively referred to as “**Vodafone India**”).

The following terms & conditions shall be applicable to all Vodafone India post-paid and prepaid subscribers participating in the contest known as “**Gold Rush Competition**” (“**Competition / Contest**”) during the Contest Period as mentioned herein.

Please read the following terms and conditions carefully before participating in this contest known as “**Gold Rush Competition**”. By participating in the contest, you agree to be legally bound by these terms and conditions (“**Terms and Conditions**”). If you do not agree to these terms and conditions, please do not participate in the contest.

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

### **B. DEFINITIONS**

- a. “**Subscriber**” shall mean the rightful user of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization letter of the employer duly permitting the employee to use the number for subscribing for this Contest and accept the terms applicable herein.
- b. “**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.
- c. “**Circle(s)**” shall mean Vodafone India Telecom Service Areas.
- d. “**Competition 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 Competition Pack as described in the subscription process hereunder.

- e. For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any person who is a Competition Pack Member or Participant.
- f. "**Eligible Subscriber**" shall mean an Active Subscriber of Vodafone India satisfying the following criteria at the time of participation and during continuation of Contest:-
  - i. He/she must be of at least 18 years of age;
  - ii. He/she must be a citizen of India;
  - iii. He/she must be an Active Subscriber of Vodafone India;
  - iv. He/she must be responsible to activate and subscribe to the Competition Pack and thereby become a Competition Pack Member. He/she must belong to any of the telecom service areas mentioned below;
  - v. For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Rs. 2 per day, for each day of the Contest Period, to be eligible to participate in this Competition on that day;
  - vi. He/she must not be of an unsound mind; and
  - vii. He/she 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. He/she must not have been subject of any criminal proceeding;
  - ix. Subscribers who are roaming outside their home Circle will be barred from playing the Competition.
- g. The Competition will be known by and be made available only in the English language
- h. Further, the **Gold Rush** Competition Pack Members who participate in the Competition and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition 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 he/she is the Subscriber of the winning mobile number, One 97 reserves

the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion. The confirmation is not required in- case of daily recharges.

- i. By virtue of becoming a Competition Pack Member, the Participant agrees to the Terms and Conditions, set out herein. A Participant shall be considered ineligible if he/she does not confirm to the conditions as stipulated in these Terms and Conditions, or does not provide any of the required documents as stipulated herein.
- j. The employees of One 97 and Vodafone and of 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 Competition. If found otherwise, then One 97 reserves the right to forfeit the prize. If an employee of One 97 or Vodafone India leaves the organization when the Competition is launched or leave during Contest Period/ before Winner list announcement / after Winner's list is announced, the employee will not be eligible to participate in the Competition.
- k. One 97 and/or Vodafone India 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 Competition. Failure by One 97 or Vodafone India 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 One 97 or Vodafone India shall at all times be binding and final.

#### **C. CONTEST PERIOD / COMPETITION PERIOD**

- a. This is a limited period contest for Eligible Subscribers of Vodafone India, available from 20<sup>th</sup> April 2018, **00:00:01** hours to 18<sup>th</sup> July 2018, **23:59:59** hours, both days inclusive ("Contest Period/Competition Period").
- b. Vodafone India reserves the right to extend or shorten the Contest Period, as it deems fit.

#### **D. CONTEST AREA**

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

| S. No. | Circle             | Region |
|--------|--------------------|--------|
| 1      | DELHI              | North  |
| 2      | HARYANA            | North  |
| 3      | UTTAR PRADESH EAST | North  |
| 4      | UTTAR PRADESH WEST | North  |

|    |  |       |
|----|--|-------|
| 5  | PUNJAB, HIMACHAL PRADESH & JAMMU & KASHMIR | North |
| 6  | ORISSA                                     | East  |
| 7  | WEST BENGAL                                | East  |
| 8  | ASSAM & NORTH EAST                         | East  |
| 9  | BIHAR                                      | East  |
| 10 | KOLKATA                                    | East  |
| 11 | RAJASTHAN                                  | West  |
| 12 | MADHYA PRADESH                             | West  |
| 13 | MUMBAI                                     | West  |
| 14 | MAHARASTRA                                 | West  |
| 15 | GUJARAT                                    | West  |
| 16 | CHENNAI & TAMIL NADU                       | South |
| 17 | KARNATAKA                                  | South |
| 18 | KERALA                                     | South |
| 19 | ANDHRA PRADESH                             | South |

Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, notification or any order issued in any State /Territory by the respective Government, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe or to participate in the Competition. No further notice shall be given by Vodafone India or One 97 in this regard.

#### **E. CONTEST DETAILS - ACTIVATION, STEPS AND RESTRICTIONS**

Refer **exhibit A**.

#### **F. PRIZES AND WINNER SELECTION PROCESS**

- a. Please refer to **Exhibit B** for details of prizes.
- b. 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 One 97 reserves the right to award the prize to the next eligible Winner.

- c. Prize/rewards contained herein are applicable only for the Participants who are scoring points by playing the Competition.
- d. The **selection criteria**, of the Winner of the Competition, shall take place after completion of the Competition and prize/rewards shall be distributed thereafter. Winner selection will be done based on the following criteria in the order as mentioned below:
  - 1. Highest Score – The Participant with highest score will be the Winner. In case of a tie on the score, the next criteria will apply.
  - 2. 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.
- e. Subject to compliance with Clause F (d) above, in case there is still a tie between two or more Participants, then a tie breaker round will be conducted - The Participants who have tied will be asked to answer a set of 5 tie breaker questions on IVR, the Participant who answers the maximum questions correctly in the given time or in case both the Participants answer equal number of questions the Participant who answers the maximum questions correctly in the least time, will be selected as the Winner.
- f. All the Winners shall be chosen in accordance with the Winner selection process duly certified by an **Independent External Auditor** appointed by One 97 and decision of Independent External Auditor shall be final and binding on the Participants.
- g. Without prejudice to the foregoing, the Participant shall not hold One 97, the Independent External Auditor or Vodafone India liable for the Winner selection process under this Competition.
- h. Post selection of Winners the results will be uploaded on <http://one97.com/contest/vodafone/>. One 97 shall also make 5 consecutive attempts to contact Winners over call 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 One97 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 Competition 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 Competition Winner list.
  - i. The prize will be rolled over to next eligible Participant or forfeited, at the sole discretion of One 97 and Winner agrees to surrender the prize if:
    - 1. The Winner does not claim the prize or fails to submit all necessary documents within 30 days post One97 contacts the winner through Call or SMS or Email.

2. The Winner does not submit TDS (if applicable) amount within 20 days of receipt of information from One 97.
  - j. In all cases or any issues related to Winner's liability on TDS amount, One 97's decision will be final.
  - k. 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 One 97, the Winner(s) shall collect them from the nearest place, specified by One 97, at their own cost. One 97 will not be liable to reimburse the cost so incurred by Winner - whether travel, accommodation or any other cost.
  - l. **Note:** If there is any delay in the verification of Bumper / First/ Second / Third/Fourth prize. probable winners due to certain reasons such as verification documents pending, TDS pending, etc. then this will delay the declaration of final Winner list. One 97 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.
  - m. Winners (including spouse of Winners and immediate/first blood relatives of Winners) of previous competitions and/or engagement activities/offers organized by One 97 for Vodafone India who have won a Bumper / First / Prize shall not be eligible for the Bumper Prize in this Competition. Here, engagement activities/offers mean the activities organized by One 97 since 1<sup>st</sup> January, 2016 with Vodafone India. This restriction shall also apply to other Participants who share the **same address** with Winners of previous competitions and/or engagement activities organized by One 97 for Vodafone India who have won a Bumper / First / Prize.
  - n. 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 Bumper / First / Prize of previous competitions and/ or engagement activities/offer organized by One 97 for Vodafone India.
  - o. Winner, who is found to have made a false claim under sub clause (m) supra, does hereby agree to:
    - (a) Allow One 97 to recover the Prize (referred to in sub-clause (m) supra); and
    - (b) Completely indemnify One 97, including any cost thereof, if declaration made in sub clause (m) supra is found false or incorrect.
  - p. 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 Contest 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 Contest Period. This restriction shall not apply to daily recharge prizes.

- q. All prizes will be given after deducting various taxes, license fees and charges as applicable except as otherwise stated in writing.
- r. All decisions of One 97 in respect of all transactions under this Competition, 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 India has no role in the selection of Winners or prizes in this Competition.
- s. The list of Winners of all prizes will be announced after the end of the Competition and after all the Winner selection processes are completed. The list of the Winners of the prizes will be published on <http://One 97.com/contest/SI> ("Website") after the end of the Competition and after all the Winner selection process are completed.
- t. All prizes offered in this Competition will be sponsored and distributed by One 97 or a designated third party.
- u. All prizes offered in this Competition are subject to availability. One 97 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 One 97 or Vodafone India. Model or brand or colour for alternate prize will be decided by One 97 at its sole discretion, any choice of Winner in respect to model or brand or colour will not be considered in any case.
- v. Any failure on the part of the Winner under this Competition to comply with directions issued by One 97 shall entitle One 97, 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 in the case of Bumper Prize Winners, is limited up to three (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 Competition and the prize shall not be transferable and no request shall be entertained by One 97 for such transfer under any circumstances.

- w. To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be Active Subscriber of Vodafone India during Contest Period and at the time of the Winner announcement.
- x. Mere participation in the Competition 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 One 97 approves the representative to claim/collect the prize and the representative furnishes the documents as may be required by One 97. Further, only registered Vodafone India Competition Pack Members of the winning mobile phone number can be Winners and not merely the players using such mobile numbers.
- y. Without prejudice to the foregoing, under no circumstance shall the Winners of the Competition be entitled to redeem any category of prize for cash. One 97, at its sole discretion, shall not provide a cash alternative to any of the prize being offered in this Competition.
- z. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by One 97. 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 One 97*):
  1. Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc).
  2. Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc).
  3. One passport size photo.
  4. Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner).
  5. Post paid bill (for post paid user) (additional document).
  6. DD equal to TDS amount in advance in favour of One 97 Communications Ltd. (30% of prize amount if exceeding Rs 10,000 as per applicable Income tax rules).In case, Winner does not pay TDS amount as per the prevailing rate under Income Tax Act, 1961 then One 97 shall have the discretionary right to award the Winner with Gold\* Prize worth 70% of Prize amount subject to the documents/declaration form as may be required by One 97

**Gold Prize\*-** Gold Prize will be awarded by any mode which will be decided by both parties (One 97 and **Vodafone India**) and at the time of giving Prize to Subscriber

7. Submission of acknowledgement letter (as per the format that shall be provided by One 97) on receipt of the Prize(s)
8. PAN card copy self attached
9. **For Bumper Prize Winner-** 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 Bumper / First / Grand prize in previous competitions organized by One 97 for Vodafone India. Further declaration required from Bumper Prize Winner that winner does not share the **same address** with Winners of previous competitions and/or engagement activities organized by One97 for Vodafone India who have won a Bumper / First / Grand Prize.
10. 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.
11. Letter of compliance with rules and regulations and declarations in the format as may be required by One 97 or applicable laws.
12. Every Winner has to provide his/her photograph and detail interview while receiving prize.
  - aa. In the event, it is found or comes to the knowledge of One 97 that Participant and/or Winner submitted inaccurate/ misleading details/ or information as requested by One 97 as per stated herein or in future course of action, One 97 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.
  - bb. Neither Vodafone India nor One 97 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 Competition. 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 One 97.
  - cc. Any prize of value in excess of INR 10,000 in a year\* 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 One 97.

\*A Winner earning prize in excess of INR 10,000/- in a year in aggregate from all competitions/contests/offers conducted by One 97 irrespective of any specific operator will be subject to TDS under the Income Tax Act, 1961.

- dd. Vodafone India and One 97 is not liable for any direct/indirect costs or expenses in relation to the Competition 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.
- ee. The Participant shall not have the right to claim any damages, loss or costs from One 97 and/or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. One 97 and / or Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Competition.
- ff. One 97 will inform the TDS amount in advance to Winner. Winner will have to submit the DD equivalent to TDS amount in favor of One 97. The Winner will receive a TDS certificate in respect of the amount of TDS as per arrangement in Income Tax Act 1961.
- gg. The prizes shall be handed over by One 97 on receipt of all the documents, from the Winners, required to process the distribution of the prize, and satisfactory verification thereof by One 97.
- hh. Questions and their answers are designed/ sourced by One 97, 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 One 97 nor Vodafone India nor any third party involved shall be liable towards any Participant in any manner.
- ii. 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. The Participant /s who have won the Prize(s) (including those Participants (if any) from towns/ villages) have to make their own arrangements for travel, accommodation to claim the Prizes. Vodafone India or One97 is not responsible for the same or any cost of travel and accommodation incurred by any of them.

- jj. Any Participant providing any incorrect information, concealing or withholding any information from One 97 with intent to participate and/or win the Competition 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 India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Participant, shall entitle One 97 to disqualify him/her without any further intimation. One 97 agrees that Vodafone India does not have any liability or responsibility with respect to any information furnished by a Subscriber to One 97.
- kk. 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 India and/or One 97, unless otherwise expressly provided hereunder.
- ll. The Winner's name will be announced by One 97 along with Independent External Auditor, as registered in the system of Vodafone India.
- mm. The Winners shall not be entitled to their respective prize, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an Active Subscriber of Vodafone India during Contest Period and on the date of claiming the prize/s.
- nn. In event of the death of the Winner, the prize if any may be awarded by One 97 to the legal heirs/successors of the deceased Winner at sole discretion of One 97. One 97 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.
- oo. One 97 reserves the right to forfeit the prizes under the following circumstances:
- If documents as mentioned herein are not submitted within thirty (30) days
  - If TDS (if applicable) not submitted within twenty (20) days.
  - If documents provided are found to be inaccurate/misleading.
  - If Winner is unwilling to claim/accept the prize.
  - If the Winner is not reachable over phone after trying five (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 One 97 for claim of prize shall entitle One 97 to forfeit the prize(s) or roll the prize over to the next eligible Winner, at their sole discretion.

pp. In case of MNP i.e. Participant is moving from one circle to another circle during the Contest Period while keeping his mobile number same, then he/she shall be considered as eligible for that prize(s) as under:

- a) Bumper prize – it will not be affected due to the MNP.
  - b) First Prize - Circle where he/she was residing at the end date of Competition and gratify the Winner in the Circle where he/she was residing at the time of awarding the prize.
  - c) Second prize - Circle where he/she was residing at the end date of Competition and gratify the Winner in the Circle where he/she was residing at the time of awarding the prize.
  - d) Third prize - it will not be affected due to the MNP.
  - e) Fourth - Circle where he/she was residing at the start of the day.
- qq. Prizes will be delivered against production of valid documents evidencing identity of Winners;
- rr. Winner will be decided basis above mentioned method by One 97. By participating in the Contest the Participant agrees to be bound by the Winner selection process adopted by Vodafone India and One 97 & shall not raise any dispute in this regard in any manner whatsoever.

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

- a. One 97 and/or Vodafone India reserves the right 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, including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion as may be required including in view of business exigencies, and/or changes by TRAI, Department of Telecom (DOT), changes by regulatory authorities, statutory changes and for other reasons beyond its control.
- b. If Vodafone India modify these Terms, the latest revised version of the Terms and Conditions shall be effective and binding on the Participants from the time of its posting on the Website [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this Website <http://one97.com/contest/vodafone/> 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.

## **H. WITHDRAWAL OF CONTEST**

- a. Vodafone India 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 Participants.

## **I. DISCLAIMERS**

- b. 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. Vodafone India and One 97 shall not be responsible for any loss, injury or any other liability to any Participant arising due to participation in the Contest.
- c. 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, 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 participant or third party, in connection with the Contest or arising otherwise.
- d. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by One 97 and Vodafone India including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process due to technical snags including network problems or system error, the results or reliability of the Competition, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition; (b) The Participant expressly agrees that his/her participation in the Competition offered by One 97 is at the Participant's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Competition shall be construed to mean the giving of any warranty of any kind by One 97 or Vodafone India.
- e. Vodafone India reserves the right to change, suspend, remove, or disable access to the Contest at any time without notice. In no event will Vodafone India 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.

- f. Neither Vodafone India nor One 97 shall be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process, any action that has been initiated, actioned or completed through the Subscriber mobile phone, failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, Vodafone India and /or One 97 shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of One 97 or Vodafone India. In case if there is a technical failure in the system and participants are able to play the questions more than what they are eligible to play for each day and crosses the per day limit then One97 has the sole discretion to disqualify the winner and forfeit/recover the prize money, forfeit the contest or declare the runner up as winner.
- g. The Participant shall indemnify and keep indemnified Vodafone India and One 97 and their officers, directors, employees, and affiliates harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which One 97 or Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Participant under the Terms and Conditions, any failure by the Participant participating in the Competition to comply with applicable law, any infringement of intellectual property rights of One 97 and/or Vodafone India and any third party claim in respect of misuse of any information of a third party. Vodafone India and One 97 shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participant.
- h. One 97, Vodafone India nor any of their **group entities or affiliates**, their respective directors, officers, employees, , vendors, , shall not be liable for any action, claim, demands, losses, cost, charges, expenses or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life) or incurred or claim to suffer, by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prizes offered or on account of their participation in this Competition.
- i. Any attempt by a Participant to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, One 97 and/or Vodafone India reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
- j. One 97 and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.

- k. One 97, Vodafone India and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Competition.

#### **J. INTELLECTUAL PROPERTY RIGHTS**

- ss. 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 Competition shall remain, at all times, owned by One 97, 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, WAP Link or any information disseminated by SMS or any other means of communication is strictly prohibited.
- tt. Nothing in the Competition shall affect any intellectual property rights of One 97 or Vodafone India or any of their affiliates in any product or service made available on the Website.
- uu. By participating in the Contest, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and One 97 and to any third party content licensor to Vodafone India that is made available through the Contest.

#### **K. GENERAL TERMS AND CONDITIONS**

- vv. 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;
- ww. This awards under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
- xx. The provisions of this service, the Competition and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.
- yy. Rule Violation: Based on all the above mentioned rules in the Terms and Conditions if any rule is violated due to any technical reason then no extra benefit will be granted to the Participant.
- zz. Points obtained in this Competition will be valid for this contest only & will not be carried forwarded to new or any other competition.
- aaa. The Participant may contact One 97 for any queries/complaints by sending an email to [games@One97.net](mailto:games@One97.net) which will be answered between 9:30 am to 6:30

pm on working days, between Monday to Friday. All disputes must be addressed by the Participant in writing to One 97 directly and Vodafone India shall not entertain any communication in this regard. Further, any information that the Participant may request in connection with the Competition, may be provided by One 97 to the Participant, at the sole and absolute discretion of One 97, depending on the nature of the information requested, and any such information may be provided only during a period of 60 days from the end of the Competition. No such request shall be entertained thereafter. One 97 further clarify that any information requested by any Subscriber shall only concern that Subscriber and under no circumstances will One 97 provide confidential information or information pertaining to other Subscriber (s).

- bbb. Upon participating in the Competition, the Subscriber confirm and waive the applicability of rules and regulations of the National Do Not Call Registry to the extent of receiving messages/calls in relation to this Competition and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Competition and engagement calls / SMS, promoting the new competition. The participant will be informed about the next competition to be launched after the end of the Competition. They can at any given point of time deactivate from the Competition. They can at any given point of time unsubscribe from receiving promotional messages and updates only after they have withdrawn themselves from the Competition or the Competition has expired. Participants may send STOP as an SMS to 155223 to stop receiving such updates. The process could take up to 48 hours to get activated and the Participant undertakes not to dispute/challenge any promotional update send by the One97 during this period of Competition.
- ccc. The Participant hereby irrevocably authorize Vodafone India and One97, that the data gathered during and/or after the Competition in respect of the Participants (including Participant name and photograph etc.) shall be used by Vodafone India and One97 and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India's brand.

ddd. Also, by participating in this Competition, You:

- (1) Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- (2) Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and One 97 and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk;
- (3) Warrant that You have read, understood and agreed to conform to these Terms and Conditions;

- (4) Warrant the accuracy, truthfulness and currency of all information that You have submitted; and
  - (5) Warrant that prior to subscribing to the Competition, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein and the terms and conditions of the Competition Pack.
  - (6) Confirm and undertake that You will make an informed choice regarding the option to play through voice or Short Message Service ("SMS") or on Unstructured Supplementary Service Data ("USSD") or on IVR and after understanding the implications of the same.
- eee. **Force Majeure** – This Competition is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India ("Force Majeure Event"). Vodafone India and One 97 shall not be liable for any delay or adverse effect caused to Participants as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Participants.
- fff. Vodafone India and One 97 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 Participants.
- ggg. One 97 and Vodafone India shall be entitled to use, the details of the Participant such as name, photograph, the prizes awarded to them etc. for their marketing purposes, if any. The Participant also hereby agree to the same. One 97 may, at its discretion, choose not to disclose the identity of the Participant to other Participant unless expressly mentioned herein. The Participant also consent to the information stored in the servers of One 97 or its service providers, inside or outside India. Participants' 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>.
- hhh. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form i.e. Enrolment Form filled at time of SIM Activation of Competition Pack member. 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..
- iii. You agree that Vodafone India has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.

- jjj. 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 Vodafone India and you are acting voluntarily, using your own time and resources to participate in this Contest, solely at your own risk.
- kkk. This Competition may contain factual references to the names of certain companies, products and individuals. One 97 and Vodafone India make no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
- lll. These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone and One 97 mutually, whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996 and amendment thereof. The place of Arbitration shall be at New Delhi. The language of Arbitration Proceeding shall be English.

## **Exhibit A**

### **1. Subscription Process to the Competition Pack**

#### **a. The active Subscribers may either call 545450 (toll Free)**

- Subscription to the Competition Pack is at Rs. 6 for 12 questions daily.
- As soon as a Subscriber sends a subscription request:
  - Through USSD (\*545\*1#) or SMS (ACT SONA to 199), he/she will receive an acknowledgement on his/her number registered with Vodafone India telling him/her that his/her subscription request has been received.
  - Through Interactive Voice Response ("IVR"), a double subscription is required.
- Once the Subscriber has been successfully subscribed through any of the above mentioned methods in **Exhibit A**, he/she will get an SMS on his/her mobile number registered with Vodafone India informing him/her about the current or upcoming competitions, prizes to be won and that the current Competition can be played at just Rs. 6/- Rs. 5/- Rs. 4/- Rs. 3/- or Rs 2/- or Re. 1/- per day, depending on the balance available on his/her mobile number registered with Vodafone India.
- If the subscription is unsuccessful, the Subscriber will be sent an appropriate SMS on his/her mobile number registered with Vodafone India telling him/her to try again later.
- All Subscribers will automatically be eligible to play and win prizes offered in all competitions launched as part of the Competition Pack, as will be detailed in the terms and conditions of that respective competition. The prizes offered under the competitions may vary from one competition to the next.
- All Subscribers will be charged Rs.6, Rs.5, Rs.4, Rs 3 or Rs. 2 or Re 1 per day, depending on the balance available on his/her number registered with Vodafone India, on all Contest Period, irrespective of whether they participate in any competition or not, once they have successfully subscribed to the Competition Pack until the completion of the Contest Period or until they unsubscribe from the Competition Pack, whichever is earlier, unless the pricing has been revised for a particular competition or for all further competitions, in which case the price revision will be communicated in advance.
- If a Subscriber wants to unsubscribe from this Competition Pack then it can be done by calling 545450 toll-free. Upon effective un-subscription, an SMS will be sent to

the mobile number of the Subscriber registered with Vodafone India confirming the un-subscription from the Competition Pack.

- The Competition consists of a total of 1080 questions (12 questions per day for 90 days) with 2 answer options each.
- On daily basis user get maximum of 12 questions with charging of Rs.6/day, in case user charged for Rs.4 & get 8 questions, if he/she drop the call after playing 8 questions and call to 545450 to resume playing questions, then system will check remaining questions for the day and allow user to charge based on the user balance.
  - If customer having balance of Rs.3 then charging will be initiated for Rs.2 and get 4 questions.
  - If in case customer having balance of Rs.2 then charging will be initiated for Re.1 and get 2 questions.
  - Questions will be expired if in case user not played the question on the same day.
- If a Competition Pack Member plays the Competition over voice and has scored 20 points in 3 questions, if he/she drops the call and resumes playing, he/she will be given the 4<sup>th</sup> question, and if he/she answers the question correctly, his/her score will be 30. And this will be the score that will be considered for the Winner selection for all the prizes.
- The Subscribers aware that SMS sent by the Subscriber may not be received by One 97 instantly due to various technical and other factors outside the control of One 97 such as network problems, system failure, etc. The Subscriber agrees and undertakes not to raise disputes due to delay caused in receiving the SMS by One 97 due to such reasons.
- The time at which the Subscriber sent SMS from his handset will not be considered even if there is a significant difference between the time of sending SMS and time of delivery of SMS. (Example – Subscriber sent answer at 2 pm but it was received by One 97 only at 3 pm. One 97 will consider the time as 3 pm only).
- The Subscriber undertakes not to challenge the selection process of highest scorer(s) in case of tie in the number of points scored, since the time at which the SMS was received by One 97 will be considered for selecting the highest scorer.
- All Subscribers will be sent regular SMS updates and details about the current and the upcoming competitions informing about the prizes and charges with the terms and conditions URL of the specific competition. The SMS will contain the method of unsubscribing from the Competition Pack, so that the Subscribers are educated about the same.

- Subscribers will not be charged any amount on non-competition days (after the end of one competition, and before the start of the next competition).
- b. A Subscriber can subscribe and unsubscribe to the Competition Pack multiple times- i.e. if he/she unsubscribe from the Competition Pack, he/she can subscribe it again, at any time, if he/she wishes to do so during the validity of the Competition Pack. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again. Score will be carry forwarded for a participant for every re-subscription. However, new subscription will start from zero on same contest.
- c. All Subscribers will be sent SMS on their mobile numbers registered with Vodafone India before the launch of Competition, informing them about the upcoming competition.
- d. Please note that participating or playing this Competition is optional for the Subscribers, however, from the date of commencement of this Competition till the end of the Competition or un-subscription from the Competition Pack, whichever is earlier, the Subscribers will be charged in accordance with these Terms and Conditions.

## **2. Charging:**

- All Subscriber shall be allowed to play the Competition each day only after being charged Rs. 6/- Rs. 5/- Rs. 4/- Rs. 3 or Rs 2, Re.1 per day during the Contest Period, depending on the available balance on his/her mobile number registered with Vodafone India, . The Subscriber will be charged on a daily basis during the Contest Period, irrespective of whether he/she plays the Competition or not.
- All Subscriber on the first day of the Competition will be charged Rs. 6, Rs. 5, Rs. 4, Rs. 3 or Rs 2 or Re.1 per day during the Contest Period, depending on the available balance on his/her mobile number registered with Vodafone India, from 01:00:00 hours onwards (or from the day on which he/she becomes eligible to participate in the Competition), till the end of this Competition or till the day he/she unsubscribes from the Competition Pack, whichever happens first.
- On subsequent days, the system will try to charge all Subscribers Rs. 6, Rs. 5, Rs. 4, Rs. 3 or Rs 2 or Re.1 per day, depending on the available balance on his/her mobile number registered with Vodafone India at 01:00:00 hours, irrespective of successful charging or failure the previous day. This amount will not be refunded to Subscribers under any circumstances.

## **3. Competition on Voice**

- Competition will be available on voice on the toll-free number 545450 for all Subscribers.

- All the Subscribers can play the Competition each day, by calling the toll-free number 545450, only after being charged for the day.
- Based on the amount charged, Subscribers will be allowed to answer questions for each day:
  - Subscribers who are charged Rs. 6/- will get to answer 12 questions;
  - Subscribers who are charged Rs. 5/- will get to answer 10 questions;
  - Subscribers who are charged Rs. 4/- will get to answer 8 questions;
  - Subscribers who are charged Rs. 3/- will get to answer 6 questions;
  - Subscribers who are charged Rs. 2/- will get to answer 4 questions; and
  - Subscribers who are charged Rs. 1/- will get to answer 2 questions.
- The questions under this Competition shall be based on information available to the public at large.
- The Competition consists of a total of 1080 questions (12 questions per day for 90 days) with 2 answer options each.
- Subscribers can press 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option on the phone keypad to answer the question.
- For every right answer the Subscriber will get 10 point. There is no negative marking for any wrong answer.
- After every right or wrong answer, the Subscriber will be played an appropriate prompt and will be given his/her updated score followed by the next question and answer options. If a Subscriber stops playing the Competition after answering the nth question then when he/she calls back on the toll-free number 545450 on the same day, he/she will be played the (n+1)th question.
- If the Subscriber stops playing further questions, then he/she can continue playing by calling back on 545450, on the same day, to receive the next question.
- Irrespective of whether or not the Subscriber has answered all the questions on a particular day, when he/she calls on the next day, he/she will be played the first question of that day.
- The points scored by the Subscriber in a day will get carried over to the next day.

- The Subscriber will be played the questions one after the other till he/she finishes answering all the questions for that day.
- There will be a black-out time for the Competition every day between 11:55 PM and 12:55 AM. Black-out time will be the period during which the Competition will remain closed for the Competition Pack Members.
- If a Subscriber wishes to unsubscribe from the Competition Pack that may be done by calling the toll-free number 545450. Upon effective un-subscription an SMS will be sent to the number of the Subscriber registered with Vodafone India confirming the un-subscription from the Competition Pack.

**Exhibit B**

**Selection of successful Winners – The selection process of the successful Winners for all the prizes in this Competition will be as follows:**

| Subscription Contest (Gold Rush Competition) |                   |                                |          |       |  |
|--|-------------------|--------------------------------|----------|-------|--|
| S. No  | Category          | Prize                          | Category | Qty   | Description  |
| 1  | Bumper            | Jeep Compass Sports 1.4 Petrol | National | 1     | One Bumper Prize Winner shall be selected from PAN INDIA on fulfilling the Winner selection criteria after completion of the Competition. There will be four (1) Bumper Prize Winners in this Competition.   |
| 2  | 1st Prize         | Gold worth INR 50000           | Circle   | 19    | One 1st Prize Winner shall be selected from each Circle on fulfilling the Winner selection criteria, after completion of the Competition and after selection of the Bumper Prize Winner. There will be a total of nineteen (19) 1st Prize Winners (1 from each Circle) in this Competition.  |
| 3  | 2nd Prize - Daily | Gold worth INR 20000           | National | 90    | Daily One 2nd Prize Winner shall be selected from PAN INDIA on fulfilling the Winner selection criteria, after completion of the Competition and after selection of the Bumper Prize & 1st Prize Winners. There will be a total of ninety (90) 2nd Prize Winners (Daily one prize on national level) in this Competition.  |
| 4  | 3rd Prize - Daily | Gold worth INR 10000           | National | 90    | Daily one 3rd Prize Winner shall be selected from PAN INDIA on fulfilling the Winner selection criteria after completion of the Competition and after selection of Bumper, 1st & 2nd prize Winners. There will be a total of ninety (90) 3rd Prize Winners (Daily one prize on national level) in this Competition.  |
| 5  | 4th Prize - Daily | Recharge worth INR 100         | Circle   | 1,710 | Daily one 4th Prize Winners shall be selected from each Circle, who will win recharge of Rs. 100 on fulfilling the Winner selection criteria after completion of the Competition. There will be a total of 19 Daily Winners (1 from each circle per day) in this Competition. A Participant from a circle can win only one recharge prize from the 3rd and 4th prizes in this Competition. |

\*\* In case of increase in the value of any prize, the incremental difference shall be borne by the Winner.