

## **TERMS AND CONDITIONS SPORTS BONANZA 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 COMPETITION IS AN OPTIONAL COMPETITION CONCEPTUALIZED, ORGANIZED AND HOSTED BY Kontakt Tech Solutions India Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at - 161, Oshiwara Industrial Centre Off Link Road, Goregaon (W), Mumbai - 400104, India (hereinafter referred to as "Kontakt" or "Organizer"), FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE IDEA LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS "VODAFONE IDEA").

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

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS "Sports Bonanza Competition" (hereinafter known as '**Competition**'). BY PARTICIPATING IN THE COMPETITION, 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 COMPETITION.

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 Competition.

### **B. DEFINITIONS**

- (1) "**Subscriber**" shall mean the rightful subscriber of the Vodafone Idea mobile connection of Vodafone brand, who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea. In the event, the subscriber's number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Competition and accept the terms applicable herein.
- (2) "**Active Subscriber**" shall mean a Subscriber who uses the Subscriber Identity Module ("SIM") of Vodafone Idea on a regular basis for purposes other than to participate in any Competition offered by Vodafone Idea.
- (3) "**Circle(s)**" shall mean Vodafone Idea Telecom Service Areas.
- (4) "**Affiliate**" shall mean, with respect to a Party, any entity directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Party. For the purposes of this definition, 'Control', 'Controlled' or 'Controlling' shall mean, with respect to any entity, any circumstance in which such entity is controlled by another entity by virtue of the latter entity controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities/rights of such entity or by virtue of any contractual arrangements or otherwise.

- (5) “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.
- (6) 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.
- (7) “**Eligible Subscriber**” shall mean an Active Subscriber of Vodafone Idea who has subscribed to the Competition and fulfilled the criteria. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Competition –
- (i) Subscriber must be of at least 18 years of age;
  - (ii) Subscriber must be a resident of India;
  - (iii) Subscriber must be an Active Subscriber of Vodafone Idea under the Vodafone Brand;
  - (iv) He/she must not be of an unsound mind; and
  - (v) 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.
  - (vi) He/she must not have been subject of any criminal proceeding;
  - (vii) Subscriber must belong to any of the telecom service circles\* mentioned below;
  - (viii) Should not have ported out of Vodafone Idea during the Competition period.
  - (ix) The Competition will be known by and be made available in English on USSD
  - (x) Further, the Subscriber who participate in the Competition and get selected as Winners of gratification/s in accordance with the Winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone Idea Subscribers of the winning mobile phone number and not merely the players using such mobile number (“Winner(s)”).

For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Rs. 5 per day, for each day of the Competition Period, to be eligible to participate in this Competition on that day

#### **C. COMPETITION PERIOD**

- (i) This is a limited period Competition by Kontakt, available from **1<sup>st</sup> Dec 2018 00:30:00 hrs till 30<sup>th</sup> March 2019 23:30:00 hrs.**, both days inclusive (“Competition Period”);
- (ii) Vodafone Idea or Kontakt reserves the right to extend or shorten the Competition Period, as it deems fit.

#### **D. COMPETITION AREA**

- (a) The Competition is valid and the Winners will be gratified in selected Indian cities / telecom service areas as mentioned below.

S.No.	VIL Circles*
1	AP
2	ASSAM
3	BIHAR
4	CHENNAI
5	DELHI
6	GUJARAT
7	HARYANA
8	HP
9	JK
10	KARNATAKA
11	KERALA
12	KOLKATA
13	MAHARASTRA
14	MP
15	MUMBAI
16	NE
17	ORISSA
18	PUNJAB
19	RAJASTHAN
20	TAMIL NADU
21	UPE
22	UPW
23	WB

(b) 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, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by Vodafone Idea or Contact in this regard.

**E. COMPETITION DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**  
**As described in Exhibit A.**

**(a) How to participate in this Competition?**

Subscriber can participate in this Competition by activating the service on a cellular phone, by dialing 123119 or \*123\*50# or \*008# and then by giving confirmation to the consent message.

- All Sports Pack Members can play the Competition by dialing \*008# only after being charged for the day.
- After dialing the USSD short code user will get 5 multiple choice questions per day, Sports Pack Member has to reply with option. Every correct answer will carry one points.
- The time taken for answering a question through the “USSD” mode is calculated from the time the question is pushed to the Sports Pack Member, till the time the answer is received by Contact’s system. Maximum time limit to answer a question would be 30 seconds. Contact and Vodafone Idea does not have any control over delays resulting in the intermediate systems including but not limited to internet connectivity which may or may not be due to technical snags, network failure or system failure or errors, but which are likely to result in delay in the time taken to send/receive the response and hence the time recorded for answering the question.
- If a Sports Pack Member stops playing the Competition after answering the nth question then when he/she again starts playing on the same day, he/she will get the (n+1)th question. If the Sports Pack Member does not receive the (n+1)th question, for any reason whatsoever, then he/she can continue playing either by dialling USSD short code on the same day, to receive the next question. For Ex: IF session gets disconnected after receiving 2<sup>nd</sup> question on mobile and before replying with option then on dialling next time user will receive 3<sup>rd</sup> question on his mobile.

**(b) Charging**

- All Sports Pack Members will be charged Rs. 30/- or Rs. 25/- or Rs. 20/- or Rs. 15/- or Rs. 10,9,8,7,6,-/- or Rs. 5,4,3,2,1/- for 6, 5, 4, 3, 2, 1 days respectively, depending on the balance available on his/her number registered with Vodafone Idea on all Competition days
- The aforesaid charges paid by the subscriber are towards the service and no additional charge is collected from the subscriber for participating in the Competition.

**(i) GRATIFICATIONS AND WINNER SELECTION PROCESS**

**Grand Prize:-**

The selection for the Grand Prize will be conducted at the end of the Competition. One MSISDN across all Circle with the maximum cumulative score in the least amount of time during the Competition will be selected as the Winner of 1 Hyundai Verna 1.4VTVE

**Second Prize:-**

The selection for the Second Prize will be conducted at the end of the Competition. One (1) MSISDN across all Circle with the second highest cumulative score in the least amount of time during the Competition will be selected as the Winner of 1 Maruti Suzuki Swift LXI

**Third Prize:-**

The selection for the Third Prize will be conducted at the end of the Competition. One (1) MSISDN across all Circle with the third highest cumulative score in the least amount of time during the Competition will be selected as the Winner of 1 Royal Enfield Bullet Classic 350.

#### **Fourth Prize:-**

The selection for the Fourth Prize will be conducted at the end of the Competition. One (1) MSISDN across all Circle with the fourth highest cumulative score in the least amount of time during the Competition will be selected as the Winner of 1 iPhone XR 64 GB.

#### **Daily Prize:-**

The Daily Prize Winners will be selected each day basis the highest score achieved by any subscriber in each circle. The Daily Prize Winners would be selected based on the maximum correct answer given in a set time period. Such Daily Prize Winners shall get a Recharge\* or credit worth Rs. 100/- as prize. Daily Recharge prize is applicable to both prepaid & postpaid subscribers. For prepaid subscribers, Daily Recharge Winners will get recharge in 2-3 working days and whereas postpaid subscribers will get bill credit worth Rs.100 and Organizers will do/arrange online recharge for Winners.

#### **(ii) Winner Selection Process**

- a.** In the selection of the Grand Prize, Second Prize, Third Prize and Fourth Prize in case of a tie in the score and time taken, 1 round of tie-breaker will be conducted for all the tied MSISDNs on USSD. 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 5 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 5-1=4 questions will be considered. In case of a tie in this, then the time taken to answer 4-1=3 questions, and so on will be considered.
- b.** In case of a tie between Participants on Daily Prize criteria, all the Participants who have tied will be gratified. There will be no tie breaker for these prize categories.
- c.** With regard to the vehicles mentioned in the Grand Prize, Second Prize and Third Prize the Winner will be eligible for the ex-showroom price of such vehicles only. The Winner eligible for such prize will be liable to pay all applicable charges over and above the ex-showroom price of the respective vehicles as applicable, which shall include but not be limited to applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the afore-mentioned gratifications or any other costs or charges which may be levied by the Central, State or Municipal authority or government or any other liabilities related to the respective vehicles.
- d.** 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 Contact reserves the right to award the prize to the next eligible Winner.
- e.** Prizes/rewards contained herein are applicable only for the Participants who are scoring points by playing the Competition.
- f.** All the Winners shall be chosen in accordance with the Winner selection process duly certified by an Independent External Auditor appointed by the Organizer and decision of Independent External Auditor shall be final and binding on the Participants.

- g. Without prejudice to the foregoing, the Participant shall not hold Kontakt, the Independent External Auditor or Vodafone Idea liable for the Winner selection process under this Competition.
- h. Post selection of Winners the results will be uploaded on <http://kontakt.co.in/winnersmarch2019> Kontakt 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 the Organizers 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 Kontakt and Winner agrees to surrender the prize if:
- a. The Winner does not claim the prize or fails to submit all necessary documents within 30 days post the Organizers contacts the winner through Call or SMS or Email.
  - b. The Winner does not submit TDS (if applicable) amount within 20 days of receipt of information from Kontakt.
- j. In all cases or any issues related to Winner's liability on TDS amount, Kontakt's decision will be final.
- k. **Note:** If there is any delay in the verification of Grand / 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. Kontakt 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.
- l. Winner, who is found to have made a false claim, does hereby agree to:
- a. Allow Kontakt to recover the Prize; and
  - b. Completely indemnify Kontakt, including any cost thereof, if declaration made is found false or incorrect.
- m. 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 Competition 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 Competition Period. This restriction shall not apply to Daily Prizes.
- n. All prizes will be given after deducting various taxes, license fees and charges as applicable except as otherwise stated in writing.
- o. All decisions of the Organizers 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 Idea has no role in the selection of Winners or prizes in this Competition

- p. 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://contakt.co.in/winnermarch2019> after the end of the Competition and after all the Winner selection process are completed.
- q. All prizes offered in this Competition will be sponsored and distributed by Contakt or a designated third party.
- r. Any failure on the part of the Winner under this Competition to comply with directions issued by Contakt shall entitle Contakt, 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 Grand Prize Winners, is limited up to 3 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“PAN”) of the Winner(s), submission of necessary documents and compliance of any such condition as expressly mentioned herein. All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Competition and the prize shall not be transferable and no request shall be entertained by Contakt for such transfer under any circumstances.
- s. 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 Contakt for claim of prize shall entitle Contakt to forfeit the prize(s) or roll the prize over to the next eligible Winner, at their sole discretion.
- t. MNP will be applicable in case of Participant is porting from one circle to another circle within Vodafone during the Contest Period while keeping his mobile number same, then he/she shall be considered as eligible for respective prize where the number will be registered at the time of winner selecting process.
- u. To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be Active Subscriber of Vodafone Idea during Contest Period and at the time of the Winner announcement.
- v. Prizes will be delivered against production of valid documents evidencing identity of Winners;
- w. Winner will be decided basis above mentioned method by Contakt. By participating in the Contest the Participant agrees to be bound by the Winner selection process adopted by Vodafone Idea and Contakt & shall not raise any dispute in this regard in any manner whatsoever.
- x. The gratification(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents or papers as may be required by the Organizer before accepting the delivery of the gratification.
- y. All Gratifications must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizers. The documents required to be submitted along with the claim by the Winners include

the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law or by Organizer):

- a) Tax Proof (PAN Card)
- b) Photo Id proof (PAN Card)
- c) One passport size photo.
- d) Declaration for acceptance of Gratification (format will be communicated/shared with Winner).
- e) 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:
- f) No Objection Certificate and
- g) Authorization letter of the employer.

z. In the event, it is found or comes to the knowledge of Organizer that Winner submitted inaccurate/misleading details/or information as requested by the Organizer as per stated herein or in future course of action, Organizer reserve the right to forfeit the Gratification handed over to the Winner(s) and/or to be handed over to Winner(s) and take the required legal action against them.

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

(a) Organizer reserve the right, at their sole discretion, to modify these Terms & Conditions of the Competition or any part thereof at any time during the Competition Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Eligible Subscribers participating in this Competition.

(b) If Organizers modify these Terms, the modified terms will be posted on <https://discover.vodafone.in/music-videos-and-more/contest?section=consumer> 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 Competition. Your continued participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.

#### **G. WITHDRAWAL FROM THE COMPETITION**

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

#### **H. DISCLAIMERS**

1. You agree that this Competition is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Competition

is voluntary and You expressly agree to participate at Your sole risk. Organizers or Vodafone shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Competition.

2. Organizer or Vodafone makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Competition and/or any delay or failure to participate in the Competition due to technical, network or other problems. To the extent You choose to participate in this Competition, You do so at Your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone Idea and Kontakt, 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 Competition or arising otherwise.
3. Kontakt reserves the right to change, suspend, remove, or disable access to the Competition at any time without notice. In no event will Kontakt or Vodafone Idea be liable for the removal of or disabling of access to the Competition. Kontakt may also impose limits on the use of or access to the Competition, in any case and without notice or liability. Under this Competition, Vodafone Idea's responsibility shall only be limited in providing Telecom Service on Vodafone Idea's network for Eligible Subscribers availing this Competition.
4. Any claims, issues, damages or losses with regards to the quality or functionality of the gratifications awarded under this Competition will be the sole liability of the manufacturers, providers or dealers of the said gratifications. Vodafone Idea and Kontakt will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Subscribers.
5. You shall indemnify and keep indemnified Vodafone Idea, 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 Vodafone Idea may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Idea shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

## **I. INTELLECTUAL PROPERTY RIGHTS**

1. You, the Participant, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Competition shall remain, at all times, owned by Kontakt or Vodafone Idea or its respective owners. All material and content contained in this Website is made available for your personal and non-commercial use only. Any other use of the material/

content on this Website, WAP Link or any information disseminated by SMS or any other means of communication is strictly prohibited.

2. Nothing in the Competition shall affect any intellectual property rights of Contact or Vodafone Idea or any of their affiliates in any product or service made available on the Website.
3. By participating in the Contest, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea and Contact and to any third party content licensor to Vodafone Idea that is made available through the Contest.

#### **J. GENERAL TERMS AND CONDITIONS**

1. By participating in this Competition, 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 Competition;
2. The awards under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
3. By participating in this Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Competition and upcoming Competition from Vodafone Idea, as it may in its sole and absolute discretion decide.
4. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.
5. **Force Majeure** – This 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 Organizer's ("Force Majeure Event"). Organizer shall not be liable for any delay or adverse effect caused to Eligible Subscribers as a result of a Force Majeure Event. Vodafone Idea shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Eligible Subscribers.
6. This Competition is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.

7. Failure by Organizer to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person including a Subscriber.
8. Subscriber may contact the Organizer's customer care regarding any queries, complaints, disputes pertaining to the Competition by calling 022-28811500 (Toll Number) during Monday to Sunday, except public holidays (9:00 AM to 9:00) or alternatively Subscriber may choose to send an email to [va.support@contakt.co.in](mailto:va.support@contakt.co.in)
9. You hereby authorize Organizer to collect Your personal information including name, address and mobile number, photograph and share with its partners so as to enable You to participate in this Competition. 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 Idea and Contakt 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 Competition, 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 Competition shall remain, at all times, owned by Contakt, Vodafone Idea or its respective owners. All material and content contained in this website is made available for Your personal and non-commercial use only. Any other use of the material/ content on this website, or any information disseminated by SMS or any other means of communication is strictly prohibited.
12. By participating in the Competition, You confirm that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Organizer and You are acting voluntarily, using Your own time and resources to participate in this Competition, 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 Idea whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
14. The Eligible Subscriber shall not have the right to claim any damages, loss or costs from the Organizer or from Vodafone Idea for delay in delivery of the gratification(s) on any grounds whatsoever. Vodafone Idea and/or Contakt are neither responsible nor guarantee the quality or functionality of the goods or services being offered as gratification/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Eligible Subscribers under this Competition. Contakt and/or Vodafone Idea are also not liable for any defect or deficiency in the gratification(s) so offered or availed by the Eligible Subscribers under this Competition.

15. Any Eligible Subscriber providing any incorrect information, concealing or withholding any information from the Organizer with an intent to participate and/or win the Competition will automatically be disqualified from winning the different categories of gratifications under this competition. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the Vodafone Idea number, domicile, payment of outstanding amount to Vodafone Idea or any other information provided by the Subscriber, shall entitle the Organizer to disqualify him/her without any further intimation. Organizer agrees that Vodafone Idea does not have any liability or responsibility with respect to any information furnished by a Subscriber to Organizer.
16. The Organizer at their sole discretion will not provide a cash alternative to any of the gratifications being offered in this Competition.
17. The employees and the family members of the employees of Vodafone Idea, Kontakt and their group companies, affiliate or associate companies shall not be eligible to participate in this Competition.
18. The Organizer reserves the right, at any time, to unconditionally disqualify any Eligible Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Competition.
19. Questions and their answers are sourced by Kontakt, 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, Kontakt and/or any third party involved shall be liable towards any Eligible Subscriber in any manner.
20. Organizer or any of their group entities or affiliates, their respective directors, officers, employees/ family members of employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the gratifications offered in this Competition.
21. Vodafone 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 Competition
22. 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 Competition shall remain, at all times, owned by Kontakt, Vodafone Idea 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.

23. Any gratification of INR 10,000/- and above 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 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.
24. In case the specified model, type of the vehicle offered in this Competition as a gratification, which is discontinued or not available during or after the Competition, 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 Competition and if the gratification of the vehicle increases during or after the Competition 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 Competition, 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.
25. Eligible Subscribers hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Competition 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 finds that the declared Winners are wrong then Organizer reserves the right to declare the correct Winners again and cancel the gratification of Winners declared earlier.
26. Further in case of death of the Winner after being selected as a Winner, the gratification can be claimed by the legal heir of the deceased Winner provided, such legal heir shall produce the death certificate and legal heir certificate within fifteen (15) days of such intimation by the Organizer. The gratifications must be claimed by the Winners within thirty (30) days from the date of Intimation to the Winner, failing which, the gratification(s) will be deemed to be forfeited by the Organizer, under the respective categories under the Competition.