

TERMS & CONDITIONS FOR "VODAFONE GOLD DHAMAKA" COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS "**VODAFONE GOLD DHAMAKA**" COMPETITION. THIS COMPETITION IS AN OPTIONAL SKILL BASED COMPETITION CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE MOBILE SERVICES LIMITED - BIHAR TELECOM SERVICE AREA (HEREINAFTER REFERRED TO AS "**VODAFONE BIHAR**").

THE FOLLOWING TERMS & CONDITIONS (these "**Terms and Conditions**") SHALL BE APPLICABLE TO THE SUBSCRIBER/S OF VODAFONE BIHAR WHO IS A PREPAID SUBSCRIBER INTENDING TO PARTICIPATE IN THE **VODAFONE "VODAFONE GOLD DHAMAKA" COMPETITION** (HEREINAFTER "**COMPETITION**"). THE COMPETITION SHALL BE LIVE FROM **12TH APRIL, 2018 TO 10TH JUNE, 2018**, BOTH DAYS INCLUSIVE, (HEREINAFTER REFERRED TO AS "**COMPETITION PERIOD**"). THE ELIGIBLE SUBSCRIBER/S PARTICIPATING IN THE COMPETITION SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

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

1. By participating in the COMPETITION, You acknowledge that You have read, understood, accepted and agreed to be bound by the full set of Terms & Conditions set forth herein. If You do not agree to these Terms & Conditions, then You have no right to participate in the COMPETITION and You should not participate in the COMPETITION.
2. You as Eligible Subscriber of this COMPETITION would ensure that You wouldn't misuse any of the Terms & Conditions of this COMPETITION. For participating in this COMPETITION, You agree to follow the modes as stated in point 6 below and abide by the norms as are mentioned on the official interface and as further stated herein. You may participate in this COMPETITION only as permitted by law and during your participation in the COMPETITION You are prohibited from any UNLAWFUL, HARASSING, LIBELOUS, OFFENSIVE OR VULGAR behaviour. You are not allowed to insult or harm any person or organization, religion or community through this COMPETITION.
3. **Eligibility:** An Eligible Subscriber shall:
 - (i) be a rightful user of Vodafone Bihar's mobile connection, who is on prepaid subscription, in whose name the mobile phone number (MSISDN) is registered in the records of VODAFONE BIHAR. In the event the user MSISDN number / connection is registered in the name of a company/ firm, the employee who is authorized to use such MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participating in this COMPETITION and accept the terms applicable herein; and
 - (ii) not have any outstanding dues payable to VODAFONE BIHAR on account of the mobile connection; and
 - (iii) be of at least 18 years of age as on 12th April, 2018; and
 - (iv) be residents and citizens of India who are Subscribers on Vodafone Bihar network; and
 - (v) must enter correct information at the time of participation in the COMPETITION through the mode as mentioned herein below; and
 - (vi) enter correct information at the time of participation in the Contest through the modes mentioned herein below; and

- (vii) purchase a recharge pack of Rs.409/- (available under the recharge and under which Unlimited Calling (local + STD + out roaming) + Unlimited 2G data to the customers for 84 days could be availed by the subscriber) via My Vodafone App **OR** www.vodafone.in **OR** any Vodafone Store or Mini Store **OR** any multi brand telecom outlets OR M pesa website during the Competition Period.

4. **COMPETITION Area:** The COMPETITION is open to all Vodafone prepaid subscribers in the Bihar Telecom Service Area.

5. **COMPETITION PERIOD:**

5.1 Commencement Date of Competition: This is a limited period COMPETITION commencing on 12th April, 2018 at 00:00:00 hrs .

5.2 End of Competition: COMPETITION will end on 10th June, 2018 ("End Date") at 23:59:00 hrs unless extended by Vodafone Bihar and communicated explicitly.

6. **Modes of entry in the COMPETITION:** An Eligible Subscriber may participate in the COMPETITION through any of the following mode:

- a. MVA.
- b. www.vodafone.in
- c. Vodafone Store
- d. Mpesa Websie
- e. Multi-brand outlet where Vodafone recharges are available
- f. Any legalised recharge App or website.

7. **COMPETITION Description:**

- (a) Every Eligible Subscriber on purchase of recharge pack of Rs.409/- will receive a SMS or OBD call from Vodafone Bihar or Vodafone Bihar appointed agency to complete the slogan, "***I love Vodafone because.....***".
- (b) The Eligible Subscriber is required to respond to the SMS or OBD call within 1 hour from the SMS sent or OBD call by Vodafone Bihar or Vodafone Bihar appointed agency.
- (c) An Eligible Subscribers who purchases the recharge pack of Rs.409/- (as mentioned in point 3) for more than one time during the COMPETITION Period, will be eligible to participate in the Competition.
- (d) Winner for the previous day will be announced on the next day and accordingly the results will be declared on the leader board in the MVA and also through SMS/Call.
- (e) The Vodafone team shall call the winner/s and guide the winner/s about the process to collect the Daily prize. In the event the winners do not answer the calls of Vodafone Bihar, an SMS will be sent to the MSISDN of the winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their prizes ("**Intimation**"). The prizes must be claimed by the winners within 30 days from the date of the Intimation to the winner, failing which, the prize(s) will be deemed to be forfeited by Vodafone Bihar under the COMPETITION.
- (f) MSISDNs of Eligible Subscribers who are eligible for the Daily Prize once the Eligible Subscriber send the slogan - "**I love Vodafone because.....**" Within 1 hour of the SMS sent by Vodafone Bihar or 1(one) hour from the time of receipt of OBD call by the Eligible Subscriber. All slogans will be sent to an external auditor. The external auditor shall assess the relevance and quality of the answers and one (1) Daily Prize shall be declared everyday by Vodafone Bihar during the Competition Period. The decision of the third party independent agency in this regard shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by Vodafone Bihar.

8. **Rewards and Benefits:**

Daily prize –For every day during the COMPETITION Period, an Eligible Subscriber that is declared as a winner as per the decision of the external auditor, shall be awarded a **one (1) gm gold coin**.

9. The Rewards and Benefits are not redeemable or refundable for cash, and cannot be exchanged for any other product or service.

10. Selection of Winners:

- (a) Unless otherwise stated herein, the selection of a winner will be conducted by an independent agency/auditor subject to the Eligible Subscriber responding to the slogan "I love Vodafone because....." within 1(one) hour from the time of SMS sent by Vodafone Bihar or 1(one) hour from the time of receipt of OBD call by the Eligible Subscriber. Decision of the agency & auditors, appointed by VODAFONE BIHAR in this regard, shall be final and binding on the Eligible Subscribers.
- (b) The process of selecting the winners would be done by an independent auditor. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE BIHAR. The winners would receive a congratulatory call from Vodafone Bihar's appointed agency's outbound calling agent which may be recorded or could be called from a representative of the official agency appointed by Vodafone Bihar, informing about their selection as winner and prizes under COMPETITION. Also the winners' email id, social media handles and identity proof, address proof would be taken and verified on the said call. The winners would need to send their scanned photo on the email id that would be informed to them during the call and the winner authorises Vodafone Bihar to suitably insert the said photo on the Vodafone website or Facebook, twitter or any other media as VODAFONE BIHAR may deem appropriate, at its discretion.
- i) All prizes must be claimed by the winners, along with the documents specified herein below within the specified timelines intimated by Vodafone Bihar. 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 Vodafone Bihar*):
- Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc).
 - Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc).
 - One passport size photo.
 - Affidavit declaration for acceptance of Prize (format will be communicated/shared with winner).
 - Post paid bill (for post paid user) (additional document).
 - PAN card copy self attached
 - 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:
 - No Objection Certificate and
 - Authorization letter of the employer.
 - Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone Bihar or applicable laws.
 - Every winner has to provide his/her photograph and detail interview while receiving prize.
- (c) In the event, it is found or comes to the knowledge of Vodafone Bihar that Eligible Subscriber and/or winner submitted inaccurate/misleading details/or information as requested by Vodafone Bihar as stated herein or in future course of action, Vodafone Bihar reserve 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

11. **Modification:** VODAFONE BIHAR reserves the right, at their sole discretion, to modify, discontinue or terminate the COMPETITION or to modify these Terms and Conditions, at any time and without prior notice. If VODAFONE BIHAR modifies these Terms and Conditions, VODAFONE BIHAR will post the modified terms and conditions on www.vodafone.in (the "Site"). It has been agreed herein that if You participate in the COMPETITION after the modification of these Terms and Conditions, You are indicating that You agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to You, Your only recourse is to either not participate in the COMPETITION or cease participating in the COMPETITION. VODAFONE BIHAR shall not be liable to you or to any third party for any modification, suspension or discontinuance of the COMPETITION.

12. **Announcement of Winners:**

- (a) The winners on receiving the congratulatory call pronouncing them as winners of "VODAFONE GOLD DHAMAKA" COMPETITION will be required to confirm their acceptance of the Rewards & Benefits, immediately on receiving information about the same, to Vodafone appointed agency's Outbound Calling agent. VODAFONE BIHAR reserves the right to replace the winner of COMPETITION in case of non-receipt of the said confirmation on the spot or non-receipt of any positive response from the said winners during the call. The Eligible Subscribers understand and agree that their Vodafone mobile number shall be available at all the times during the COMPETITION Period and in case a winner is non-contactable for any reason whatsoever, he/she shall be solely responsible for his/her rejection and VODAFONE BIHAR shall not be anyway liable for the same.
- (b) You further acknowledge and agree that the name and image of the winner may be published on the website www.vodafone.in or on VODAFONE BIHAR's digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by VODAFONE BIHAR. The winner shall be individually contacted on the respective Vodafone Number (MSISDN) as per VODAFONE BIHAR's record (the number from which the SMS has been sent OR shared on Twitter OR entered on the Vodafone website). This COMPETITION is available to Eligible Subscribers who have a valid Vodafone Bihar mobile connection during the COMPETITION Period.
- (c) VODAFONE BIHAR reserves the right to change, suspend, remove, or disable access to the COMPETITION at any time without notice. In no event shall VODAFONE BIHAR be liable for the removal of or disabling of access to the COMPETITION. VODAFONE BIHAR may also impose limits on the use of or access to the COMPETITION, in any case and without notice or liability.
- (d) You hereby authorize Vodafone Bihar to collect your personal information including name, address and mobile number etc. and social media profiles/handles and share with its partners during the Competition Period. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

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

14. **Disclaimer and No Warranty:** To the extent You choose to participate in this COMPETITION You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Your access to and participation in the COMPETITION is at Your own risk. THE COMPETITION IS PROVIDED ON "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VODAFONE BIHAR EXPLICITLY DISCLAIMS ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Specifically, VODAFONE BIHAR: (i) will have no responsibility for any harm to any devices, including but not limited to Your wireless device, or other loss of data, or other harm that results from Your access to or participation in the COMPETITION; or (ii) makes no warranty that the COMPETITION will meet Your requirements or be available on an uninterrupted, secure, or error-free basis, or that data transmitted will be secure from unauthorized access; or (iii) any delivery, failures relating to the sending or receiving SMS; or (iv) any SPAM generated messages as result of an Eligible Subscriber accessing the Website; or (v) the Eligible Subscriber/s not receiving or rejecting an SMS; or (vi) any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons; or (vii) other conditions/situations or failures beyond its control. You agree to access to and participate in the COMPETITION only where permitted by law. Any attempt by an Eligible Subscriber to deliberately undermine the legitimate operation of the COMPETITION is a violation of laws and should such an attempt be made; Vodafone Bihar reserve the right to seek damages from any such Eligible Subscriber to the fullest extent permitted by law. Vodafone Bihar will not have any responsibility related to the same and will not entertain any query or complaint of the participants. Vodafone Bihar is neither responsible nor guarantee the quality or functionality of the goods or services being offered as gratification/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this COMPETITION. Vodafone Bihar is also not liable for any defect or deficiency in the gratification(s) so offered or availed by the Subscribers/ Eligible Subscribers under this COMPETITION

15. Limitation of Liability:

- (a) YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND PARTICIPATION IN THE COMPETITION REMAINS WITH YOU. NEITHER VODAFONE BIHAR NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT ("PROVIDERS") WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE COMPETITION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VODAFONE BIHAR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VODAFONE BIHAR NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VODAFONE BIHAR NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE COMPETITION. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE COMPETITION, OR WITH ANY OF THESE TERMS, OR FEEL VODAFONE BIHAR HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE COMPETITION.
- (b) IN NO EVENT WILL VODAFONE BIHAR'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE COMPETITION EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VODAFONE BIHAR FOR

PARTICIPATION IN SUCH COMPETITION IN THE TWELVE (12) MONTH TIME PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE ALLEGED CLAIM OR ONE THOUSAND RUPEES (RS 100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VODAFONE BIHAR AND YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT VODAFONE BIHAR SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

16. Disqualifications:

- (a) Any of the winners can be considered as disqualified for the Rewards & Benefits, in case he/she fails to clear all outstanding dues payable to Vodafone Bihar and /or is not a valid/active Vodafone Eligible Subscriber during the COMPETITION Period.
- (b) The Rewards & Benefits will be given only to the winners in whose name the Vodafone mobile phone number is registered and it is the winner's responsibility to produce such document and/or credentials to prove his/her identity and/or credentials at his/her own cost and the same is subject to cross verification by VODAFONE BIHAR with their documentation received at the time of providing the connection.
- (c) The winner of the COMPETITION shall be given the Rewards & Benefits mentioned hereinabove. The Reward & Benefit is non-transferable, non-negotiable and non-assignable in the name of any other person and it shall be subject to income tax, gift tax or any other statutory levies / tax (including withholding taxes) as may be applicable and the winners of the Rewards & Benefits shall be responsible and liable to pay such taxes, if any.
- (d) Benefits will stand withdrawn in case it is found that there are any prohibitory orders, judicial or otherwise against the Eligible Subscriber and/or there are any criminal or other proceedings against the Eligible Subscriber prohibiting them from any travel.
- (e) All consumer plans are meant only for the use of retail customers and are not meant for commercial/ nonretail use. Following usage by customers will be deemed to be Commercial/ non-retail usage and shall be chargeable as per the governing policy.

17. Publicity:

- (a) The winners hereby irrevocably authorize VODAFONE BIHAR, that the data gathered during and/or after the COMPETITION in respect of the Eligible Subscribers (including Eligible Subscriber's name and Photograph etc.) shall be the property of VODAFONE BIHAR and further VODAFONE BIHAR shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Vodafone's brand.
- (b) You agree and understand that the COMPETITION is only for the enjoyment of the Eligible Subscriber and You shall not try or intend to misuse this COMPETITION stated herein. Thereby, You shall not unduly commercialize or resell any of the content made available under this COMPETITION to any third party.
- (c) The COMPETITION will be conducted under the audit supervision of an independent audit firm. The decision of the audit firm shall be final and conclusive in case of any dispute arising under the Terms and Conditions or in determining the winner of daily gift.

18. Indemnity:

- (a) The winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the entire COMPETITION Period, and the winners hereby indemnify and shall keep indemnified, VODAFONE BIHAR, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehaviour, misconduct, unlawful acts, actions/inactions etc. of the winners. Vodafone Bihar has no liability against any claims arising out of or in connection with the use of the

products or for any loss or damage of whatsoever nature caused to Eligible Subscriber or any third party in connection with the subsistence of the COMPETITION..

- (b) You shall indemnify and keep indemnified Vodafone Bihar, 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 Bihar may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Bihar shall have the right to defend themselves, pursuant to this clause, at the cost of the Eligible Subscriber in breach.
- (c) VODAFONE BIHAR shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the winners while availing the benefits of the COMPETITION. Further, VODAFONE BIHAR shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the rewards under this COMPETITION.
- (d) You agree to indemnify VODAFONE BIHAR, its directors, officers, employees, agents and/or its affiliates against all actual claims, liabilities, expenses, costs, loss or damage of whatsoever nature, arising out of or in connection with the breach of these terms and those terms agreed by the Eligible Subscriber including but not limited to those stated in the Customer Application Form ('CAF') / Customer Information Form ('CIF'). In case there are any points or clauses stated herein that contradicts those specifically agreed in the CAF / CIF, then the terms stated in the CAF / CIF shall prevail.

19. Restrictions:

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

20. If any part of these Terms and Conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.

21. SUBSCRIBER QUERIES: Any questions or concerns about these Terms and Conditions of use may be brought to our attention by e-mail / phone/ visiting website page. Subscriber(s) should read the Terms & Conditions each time before Subscriber(s) use services offered by Vodafone. Any questions or concerns should be brought to our attention via e-mail by visiting our 'Contact Us' page, and providing us with information relating to Subscriber(s) feedback, comments and / or service related issue, if any. The Subscriber(s) may also call the Toll Free number 199.

22. GENERAL TERMS AND CONDITIONS

- a. 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;
- b. This awards under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
- c. By participating in this Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and you agree to receive promotional

messages and alerts under the current Competition and upcoming Competition from Vodafone Bihar, as it may in its sole and absolute discretion decide.

- a. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Participant shall also be bound by the terms and conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.
- d. **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 Bihar (“Force Majeure Event”). Vodafone Bihar shall not be liable for any delay or adverse effect caused to Participants as a result of a Force Majeure Event. Vodafone Bihar shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Participants.
- e. This Competition is subject to guidelines/directions issued by Telecom Regulatory Authority of Bihar (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- f. Failure by Vodafone Bihar 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 Participant.
- g. Participant may contact the customer care regarding any queries, complaints, disputes pertaining to the Competition.
- h. You hereby authorize Vodafone Bihar to collect your personal information including name, address and mobile number etc. 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>.
- i. You agree that Vodafone Bihar 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.
- j. By participating in the Competition, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Bihar and to any third party content licensor to Vodafone Bihar that is made available through the Competition.
- k. 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 Vodafone Bihar and you are acting voluntarily, using your own time and resources to participate in this Competition, solely at your own risk.
- l. 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 Bihar whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.