

TERMS & CONDITIONS FOR VODAFONE WRITE A SLOGAN AND WIN COMPETITION

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.

Please read the following terms and conditions carefully before participating in this competition known as Vodafone transact and win competition. This competition is an optional competition conceptualized, organized and hosted by Vodafone Idea Limited for their Vodafone brand in Kolkata Telecom Service Area, (hereinafter collectively referred to as "**Vodafone**").

The following terms & conditions (these "**Terms and Conditions**") shall be applicable to the subscriber/s of Vodafone Kolkata Telecom Service Area who is a Prepaid subscriber intending to participate in the **write a slogan and win competition** (hereinafter "**Competition**"). The competition shall be live from 25th September, 2018 (00:00hrs) to 04th October, 2018 (23:59 hrs), 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 there 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 7 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 behavior. 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's mobile connection, who is on a prepaid subscription, in whose name the mobile phone number (MSISDN) is registered in the records of Vodafone. 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 on account of the mobile connection; and (iii) must be of at least 18 years of age as on 25th September, 2018; (iv) be residents and citizens of India who are subscribers on Vodafone network and; (v) must enter correct information at the time of participation in the Competition through the modes mentioned herein below; and (vi) should have done Vodafone Unlimited Recharge for the number; eligible existing MRPs are: 177,229,299,346,496,557,598,148,176,179,199,209,479,529,219,255,347,349,511,569,399,458,549, 799,597,509,97,109,99,129,159,181,189,279,398.

4. **Competition Area:** The Competition is open to all Vodafone subscribers of Kolkata Telecom Service Area.

5. **Commencement Date of Competition:** This is a limited period Competition commencing on **25th September, 2018.**

6. End of Competition: Competition will end on **4th October, 2018** ("End Date") at 23:59 hrs. unless extended by Vodafone and communicated explicitly.

7. Modes of entry in the Competition: An Eligible Subscriber may participate in the Competition through any of the following modes:

- a) Sending Slogan via SMS mode to short code
- b) Sending Slogan on online mode- Web

8. Competition Description:

- a) During the Competition Period Customer has to recharge with unlimited Pack and asked to write a slogan I love Vodafone Aagomoni because.....and SMS it to 5040404
- b) Eligible customer will be given link to participate in the contest and format of SMS for slogan contest
- c) Upon clicking on the participation link the Eligible Subscriber/s will be directed to a third party website wherein the Eligible Subscriber will be told about the Rules of the game and Terms and conditions will be embedded
- d) the Eligible Subscriber has to write a Slogan on Aagomoni (I love Vodafone Aagomoni because) and SMS it to 199
- e) A panel of judge will be judging and selecting Best 500 slogans basis the skill set (aesthetic value, creativity etc.). The decision of the judges shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by Vodafone.
- f) Best 500 (Two Hundred) Eligible Subscribers writing the slogan will be eligible for 2 Aagomoni Passes.
- g) If the Winner (as defined below) does not claim/raise alarm over receipt of the Aagomoni Passes within 5th of October then, in such cases the Vodafone shall not be liable to provide a new Passes to the winner.
- h) An SMS will be sent to the Winners with the voucher code on the day of winner declaration.
- i) This offer is only Applicable if subscriber recharging unlimited packs in the offer period.
- j) Vodafone shall not be responsible for third party products, services and offers.

9. Rewards and Benefits:

- a) Best 500(Five Hundred) Eligible Subscribers writing the slogan will be eligible for 2 Aagomoni Passes. ("Winner/s").
- b) Best 500(Five Hundred) Winners shall receive a congratulatory call/SMS/e-mail from Vodafone, which will be sent on the Winners registered mobile number/email id
- c) There will be maximum 500 Winners.
- d) All incidental costs, expenses, taxes or levies related to the Rewards and Benefits, 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 Rewards and Benefits, Winner/s shall be solely liable for all applicable regulatory and statutory compliances including but not limited to any costs involved. The Eligible Subscriber /s who are eligible for Rewards and Benefits (including those participants (if any) from towns/ villages) have to make their own arrangements for travel, accommodation to claim the Rewards and Benefits. Vodafone is not responsible for the same or any cost of travel and accommodation incurred by any of them.
- e) Vodafone 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 Reward and Benefits.
- f) All Rewards and Benefits offered in this Competition are subject to availability. Vodafone 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 Rewards and Benefits/s under different categories mentioned in the Terms and Conditions. Also, no request for any upgradation in the Rewards and Benefits offered shall be entertained by the Vodafone.
- g) Mere participation in the Competition shall not entitle an Eligible Subscriber to the Rewards and Benefits. No other person or agent can claim the Rewards and Benefits on behalf of the Eligible

Subscriber. Except in cases where Vodafone approves the representative to claim/collect the Rewards and Benefits and the representative furnishes the documents as may be required by Vodafone.

- g) Without prejudice to the foregoing, under no circumstance shall the Winners of the Competition be entitled to redeem any category of Rewards and Benefits for cash.
- h) In the event, it is found or comes to the knowledge of Vodafone that Eligible Subscriber and/or Winner submitted inaccurate/misleading details/or information as requested by Vodafone as stated herein or in future course of action, Vodafone reserves the right to forfeit the Rewards and Benefits handed over to the Winner(s) and/or to be handed over to Winner(s) and take the required legal action against them.
- i) Vodafone is not responsible for guarantees or warranties of the quality of the goods or services being offered as Rewards and Benefits nor is liable for any defect or deficiency of such goods or services so awarded to the Winners under this Competition. Eligible Subscriber further understands that the goods provided as Rewards and Benefits may carry manufacturer's guarantee and in case of any deficiency in the goods, Winners will contact the manufacturer only.
- j) Vodafone is not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Eligible Subscriber personally, including without any limitation the costs of collecting Rewards and Benefits or applicable taxes to be borne by the Eligible Subscriber entitled to the Rewards and Benefits.
- k) The Eligible Subscriber shall not have the right to claim any damages, loss or costs from Vodafone for delay in delivery of Rewards and Benefits on any grounds whatsoever. Vodafone is not liable for any loss or damage of any nature whatsoever if incurred by the Eligible Subscriber in connection with the Competition.

10. Selection of Winners:

(a) Decision of panel of judges 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. The Winners would receive a congratulatory SMS/e-mail from Vodafone, informing about their selection as Winner and Rewards and Benefits under Competition. Also the Winners' email id, social media handles and identity proof, address proof would be taken. The Winners would need to send their scanned photo on the email id and the Winner authorizes Vodafone to suitably insert the said photo on the Vodafone website or Facebook, twitter or any other media as Vodafone may deem appropriate, at its discretion.

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

11. Modification: Vodafone 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 modifies these Terms and Conditions, Vodafone 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 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 SMS pronouncing them as winners of VODAFONE TRANSACT AND WIN COMPETITION will be required to confirm their acceptance of the rewards & benefits, immediately on receiving information about the same, to Vodafone. Vodafone reserves the right to replace the Winner of WRITE A SLOGAN AND WIN 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 said congratulatory call. The Eligible Subscribers understand and agree that their Vodafone mobile number shall be available 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 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's digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by Vodafone. The winner shall be individually contacted on the respective Vodafone number as per Vodafone's record. This Competition is available to Eligible Subscribers who have a valid Vodafone prepaid mobile connection during the Competition Period.

(c) Vodafone reserve the right to change, suspend, remove, or disable access to the Competition at any time without notice. In no event shall Vodafone be liable for the removal of or disabling of access to the Competition. Vodafone 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 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 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:

- i. You agree that this Competition is being made purely on a "best endeavor" 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. Vodafone shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Competition.
- ii. 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, 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 Competition or arising otherwise.
- iii. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Vodafone including, but not limited to, meeting of the Eligible Subscriber'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 Eligible Subscriber expressly agrees that his/her participation in the Competition is at the Eligible Subscriber'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 Vodafone.

- iv. Vodafone reserves the right to change, suspend, remove, or disable access to the Competition at any time without notice. In no event will Vodafone be liable for the removal of or disabling of access to the Competition. Vodafone 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's responsibility shall only be limited in providing Telecom Service on Vodafone's network for Eligible Subscribers participating in this Competition.
- v. Vodafone shall not 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 shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone.
- vi. Any claims, issues, damages or losses with regards to the quality or functionality of the Rewards and Benefits awarded under this Competition will be the sole liability of the manufacturers, providers or dealers of the said Rewards and Benefits. Vodafone will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Subscriber.
- vii. The Eligible Subscriber shall indemnify and keep indemnified Vodafone and its officers, directors, employees, customers, affiliates and agents 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 Vodafone may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Eligible Subscriber under the Terms and Conditions, any failure by the Eligible Subscriber participating in the Competition to comply with applicable law, any infringement of intellectual property rights of Vodafone and any third party claim in respect of misuse of any information of a third party. Vodafone shall have the right to defend themselves, pursuant to this Clause, at the cost of the Eligible Subscriber.
- viii. Vodafone nor any of its group entities or affiliates, their respective directors, officers, employees, agents, vendors, representatives, 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 Rewards and Benefits offered or on account of their participation in this Competition.
- ix. 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, the Vodafone reserve the right to seek damages from any such Eligible Subscriber to the fullest extent permitted by law.
- x. Vodafone does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Eligible Subscribers.
- xi. Vodafone and its officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Eligible Subscriber in respect of the Competition.

15) **INTELLECTUAL PROPERTY RIGHTS:**

- i. You, the Eligible Subscriber, 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 Vodafone 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.

- ii. Nothing in the Competition shall affect any intellectual property rights of Vodafone or any of their affiliates in any product or service made available on the Website.
- iii. By participating in the Competition, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone and to any third party content licensor to Vodafone that is made available through the 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 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 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 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 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 has breached these terms, your sole and exclusive remedy is to discontinue participation in the competition.

(b) in no event will Vodafone'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 for participation in such competition in the twelve (12) month time period preceding the incident giving rise to the alleged claim or one hundred rupees (Rs. 100/-). The limitations of damages set forth above are fundamental elements of the basis of the bargain between Vodafone and you. You specifically acknowledge that Vodafone 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 and /or is not a valid/active Vodafone 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 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 respective rewards & benefits shall be responsible and liable to pay such taxes, if any.

(d) The rewards & 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.

17) PUBLICITY:

(a) The winners hereby irrevocably authorize Vodafone, that the data gathered during and/or after the Competition in respect of the Eligible Subscriber s (including Eligible Subscriber's name and Photograph etc.) shall be the property of Vodafone and further Vodafone 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.

18) INDEMNITY:

(a) The winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc., and the winners hereby indemnify and shall keep indemnified, Vodafone, 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.

(b) Vodafone 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 Rewards & Benefits. Further, Vodafone shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the Rewards & Benefits/s.

(c) You agree to indemnify Vodafone, 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 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 that is made available through the Competition.

20) GENERAL TERMS AND CONDITIONS:

i. 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;

ii. This Rewards and Benefits under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;

- iii. The provisions of this service, the Competition and any other promotional endeavour may not be used for any commercial purpose by any Eligible Subscriber.
- iv. 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 Eligible Subscriber.
- v. Points obtained in this Competition will be valid for this Competition only & will not be carry forwarded for new or any other competition.
- vi. The Eligible Subscriber may contact Vodafone customer care for any queries/complaints. All disputes must be addressed by the Eligible Subscriber in writing to Vodafone directly. Further, any information that the Eligible Subscriber may request in connection with the Competition, may be provided by Vodafone to the Eligible Subscriber, at the sole and absolute discretion of Vodafone, depending on the nature of the information requested, and any such information may be provided only during the Competition Period. No such request shall be entertained thereafter. Vodafone further clarify that any information requested by any Subscriber shall only concern that Subscriber and under no circumstances will the Vodafone provide confidential information or information pertaining to other Subscriber (s).
- viii. You hereby authorize Vodafone 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.
- ix. The Winners of the Competition agree to abide by all rules and regulation Vodafone and as shall not use their winner status, Rewards and Benefits, Vodafone's name, logo etc. for any promotional purposes in association with any other brand or company
- x. Upon participating in the Competition, the Eligible Subscribers confirm and waive the applicability of rules and regulations of the National Do Not Call Registry 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. Eligible Subscriber's interest to receive promotional messages for the Competition will be valid for all upcoming competitions organised by Vodafone.
- xi. The Eligible Subscriber hereby irrevocably authorize Vodafone, that the data gathered during and/or after the Competition in respect of the Eligible Subscriber (including Eligible Subscriber's name and photograph etc.) shall be used by Vodafone and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone's brand.
- xii. 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 ("Force Majeure Event"). Vodafone shall not be liable for any delay or adverse effect caused to Eligible Subscribers as a result of a Force Majeure Event. Vodafone shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Eligible Subscriber.
- xiii. Vodafone 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 Eligible Subscriber.
- xiv. Vodafone and its affiliates shall be entitled to use, in any manner, the details of the Eligible Subscriber and Winner including the Information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the Rewards and Benefits awarded to them, if any. By participating in the Competition, all Eligible Subscribers consent to the following information relating to them to be exchanged between Vodafone, its vendors and/or published or otherwise communicated to in any media that Vodafone may deem fit, for the purpose of Winner announcement: name, mobile phone number,

score and/or photograph. The Eligible Subscriber also hereby agree to the same. Vodafone may, at its discretion, choose not to disclose the identity of the Eligible Subscriber to other Eligible Subscriber unless expressly mentioned herein. Eligible Subscriber' 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>.

xv. 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 mobile connection. 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.

xvi. You agree that Vodafone 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.

xvii. 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 and you are acting voluntarily, using your own time and resources to participate in this Competition, solely at your own risk.

xviii. This Competition may contain factual references to the names of certain companies, products and individuals. Vodafone makes 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.

xix. 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 whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Kolkata. The language of Arbitration Proceeding shall be English.