

**TERMS AND CONDITIONS GOVERNING THE CHALLENGE “SONA JEETO” IS A PROMOTIONAL ACTIVITY ORGANIZED BY SHEMAROO ENTERTAINMENT LIMITED IN ASSOCIATION WITH VODAFONE IDEA LIMITED**

**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 CHALLENGE IS AN OPTIONAL CHALLENGE CONCEPTUALIZED, ORGANIZED AND HOSTED BY **SHEMAROO ENTERTAINMENT LTD** A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT, PLOT NO 18, MAROL CO-OP. INDUSTRIAL ESTATE, SAUG BAUG, OFF. ANDHERI-KURLA ROAD ANDHERI (E), MUMBAI 400 059. AND ITS CORPORATE OFFICE AT, PLOT NO 18, MAROL CO-OP. INDUSTRIAL ESTATE, SAUG BAUG, OFF. ANDHERI-KURLA ROAD ANDHERI (E), MUMBAI 400 059, MAHARASHTRA (HEREINAFTER REFERRED TO AS “**ORGANIZER**”) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF **VODAFONE IDEA LIMITED** (HEREINAFTER REFERRED TO AS “**VIL/VODAFONE**”).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VIL POSTPAID & PREPAID SUBSCRIBERS PARTICIPATING IN THE CHALLENGE KNOWN AS “**SONA JEETO CHALLENGE**” (“**CHALLENGE**”) AVAILABLE AT VODAFONE PLAY APP (HEREINAFTER “**VFAPP**”) DURING THE CHALLENGE PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CHALLENGE KNOWN AS “SONA JEETO CHALLENGE”. BY PARTICIPATING IN THE CHALLENGE, 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 CHALLENGE.

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 CHALLENGE.

**B. DEFINITIONS**

1. “Subscriber” shall mean the rightful user of the VIL 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 VIL. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization letter of the employer duly permitting the employee to use the number for subscribing for this Challenge and accept the terms applicable herein.
2. “Active Subscriber” shall mean a Subscriber who uses the Vodafone brand Subscriber Identity Module (“SIM”) of VIL on a regular basis for purposes other than to participate in any offer or Challenge offered by VIL.Organizer: under this T&C shall mean Shemaroo Entertainment Ltd who shall be responsible for conceptualizing, organizing and hosting this Challenge.
3. “Circle(s)” shall mean VIL Telecom Service Areas.
4. “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 Challenge as described in the subscription process hereunder.
5. “Eligible Subscriber” shall mean an active subscriber of VIL satisfying the following criteria at the time of participation and during continuation of Challenge:–
  - a. He/she must be of at least 18 years of age;
  - b. He/she must be a citizen of India;
  - c. He/she must be an Active Subscriber of VIL across circles;

- d. All prepaid and post-paid subscriber with valid Vodafone SIM.

### **C. CHALLENGE PERIOD**

1. This is a limited period Challenge for Eligible Subscribers of VIL available from 9<sup>th</sup> April 2019, 00:00 hours to 29<sup>th</sup> April 2019, 23:59 hours, both days inclusive (“**Challenge Period**”).
2. VIL reserves the right to extend or shorten the Challenge Period, as it deems fit.

### **D. CHALLENGE DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

Kindly attach **Exhibit A** explaining as to how to enter into the Challenge.

### **E. CHALLENGE STRUCTURE, PRIZES AND WINNER SELECTION PROCESS**

1. The Challenge can be played only through VF App.
2. Participants to answer 5 simple questions of the day with regard to entertainment quiz and post that watch the original show “Manatlya Manaat” (hereinafter “the show”). The top 3 users who have answered all questions correctly and consumed the maximum minutes of watching the show on Vodafone Play for that day shall win a 1 gm Gold coin. Daily 3 winners, who have answered all questions correctly and consumed maximum minutes of watching the show during the day will win 1gm gold coin.
3. Questions and their answers are designed/ sourced by the Organizer, as per their best knowledge and information available in public at large and have been collected and framed with reasonable prudence. The answers are based on largely known facts and any exceptions are not considered. In the event of any discrepancy / dispute regarding the questions or answers, neither the Organizer nor Vodafone Idea nor any third party involved shall be liable towards any Participant in any manner.
4. In total 60 winners will be selected who will win 1gm gold coin each during the Challenge Period. The coins will be physically handed over to the winner through registered/corporate/circle office.
5. The Participant shall not have the right to claim any damages, loss or costs from the Organizer and/or VIL for delay in delivery of the prize(s) on any grounds whatsoever.
6. The Organizer and / or VIL are not liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Challenge.
7. All the winners shall be chosen in accordance with the winner selection process by an internal panel arranged by the Organizers and decision of internal panel shall be final and binding on the Participants.
8. Without prejudice to the foregoing, the Participant shall not hold the Organizer, the internal panel or VIL liable for the winner selection process under this Challenge.
9. Post selection of winners the Organizers will contact the winners over call.
10. Winners who have won the prize in any day shall not be eligible for a second prize under this Challenge.
11. The Gold offered will be 22K certified gold of 1 gm each.
12. The Organizer/VIL does not take any responsibility for any impurity, defect, recall or replacement of the Gold.
13. No requests for reissue or replacement will be entertained for stolen/lost/misplaced/damaged coins.
14. Under no circumstance shall the Winners of the Challenge be entitled to redeem the prize for cash. The Organizer, at its sole discretion, shall not provide a cash alternative to the prize being offered in this Challenge.

15. There are no charges for participating in the Challenge except for the data charges.

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

1. The Organizer and/or VIL reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify these Terms & Conditions of the Challenge or any part thereof at any time during the Challenge Period and without prior notice to You, including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or statutory changes and for other reasons beyond its control.
2. If VIL modifies these Terms, the latest revised version of the Terms and Conditions shall be effective and binding on the Participants from the time of its posting on the Organizers websites or on the VF App. You are therefore advised to check the Organizer's website or the VF App 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 Challenge. Your continued participation in the Challenge will constitute Your acceptance of the latest revised Terms and Conditions.

#### **G. WITHDRAWAL OF CHALLENGE**

VIL and the Organizers reserves the right to extend, cancel, discontinue, suspend, disable or prematurely withdraw the Challenge at any time during its validity as may be required in view of business exigencies and/or changes by any regulatory authority and/or statutory changes without any notice to You and the same shall be binding on the Participants.

#### **H. DISCLAIMERS**

1. You agree that this Challenge is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation in the Challenge is voluntary and You expressly agree to participate at your sole risk. VIL and the Organizer shall not be responsible for any loss, injury or any other liability to any Participant arising due to participation in the Challenge.
2. To the extent you choose to participate in this Challenge, 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 VIL and the Organizers, 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 Challenge or arising otherwise.
3. Neither VIL nor the Organizers shall be responsible for any claims arising out of technical failures before, during or after the completion of the Challenges including but not limited to any technical failures in the mobile connectivity or on data/Wi-Fi speed.
4. Further, VIL and /or the Organizer shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or VIL. In case if there is a technical failure in the system and Participants are able to plays more than what they are eligible

to play for each day and crosses the per day limit then the Organizer has the sole discretion to disqualify the winner and forfeit/recover the prize, forfeit the Challenge or declare the runner up as winner.

5. The Participant shall indemnify and keep indemnified VIL and the Organizers and their officers, directors, employees, and affiliates harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which the Organizer or VIL may incur, pay or become responsible for as a result of breach or alleged breach of the Terms and Conditions.
6. Any attempt by a Participant to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the Organizer and/or VIL reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
7. The Organizer and VIL do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
8. The Organizer and/or VIL and their officials including their directors, officers, partners, employees, consultants and representatives are under no obligation to render any advice of service to any Participant in respect of the Challenge.
9. In event of the death of the winner, the prize if any may be awarded by the Organizer to the legal heirs/successors of the deceased winner at sole discretion of the Organizer. The Organizer shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors as it deems fit and in case of no documentary proof or evidence of Successors legal right the prize shall be transferred to next eligible winner.
10. Apart from the entitlement to the prizes mentioned herein, the winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone Idea and/or the Organizer, unless otherwise expressly provided hereunder.

#### **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 Challenge shall remain, at all times, owned by the Organizer, VIL 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 Challenge shall affect any intellectual property rights of the Organizer or Vodafone Idea or any of their affiliates in any product or service made available on the Website.
3. By participating in the Challenge, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea and the Organizer and to any third party content licensor to Vodafone Idea that is made available through the Challenge.

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

1. By participating in this Challenge, You confirm that you have read and understood the Terms and Conditions
2. The prizes under this Challenge cannot be used in conjunction with any alternative promotion of a similar nature;

3. Rule Violation: Based on all the above mentioned rules in the Terms and Conditions if any rule is violated due to any technical reason then no extra benefit will be granted to the Participant.
4. Points obtained in this Challenge will be valid for this Challenge only & will not be carry forwarded to new or any other Challenge.
5. All disputes must be addressed by the Participant in writing to the Organizer directly by sending an email **gyana.mohanty@shemaroo.com** and VIL shall not entertain any communication in this regard.
6. Upon participating in the Challenge, the Subscriber confirms and waives the applicability of rules and regulations of the National Do Not Call Registry to the extent of receiving messages/calls in relation to this Challenge and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Challenge.
7. Agree that You are entering into this Challenge as an independent party and nothing herein establishes an employer-employee relationship between You and VIL or between You and the Organizer and You are acting voluntarily, using Your own time and resources to participate in this Challenge.
8. **Force Majeure** – This Challenge is subject to force majeure circumstances i.e. any act of God or any circumstance beyond the reasonable control of VIL or the Organizer (“Force Majeure Event”). VIL and the Organizer shall not be liable for any delay or adverse effect caused to the Participants as a result of a Force Majeure Event.
9. 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 Challenge. This Challenge 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.
10. 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 VIL and the Organizer mutually, whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996 and amendment thereof. The place of Arbitration shall be at Mumbai. The language of Arbitration Proceeding shall be English.