

## TERMS & CONDITIONS FOR VODAFONE U-GAME-A-THON

### A. INTRODUCTION

1. 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.
2. VODAFONE GAME-A-THON IS AN OFFER (“OFFER”) CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE INDIA LIMITED, AND VODAFONE MOBILE SERVICES LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE INDIA”) IN ASSOCIATION WITH GOOGLE PLAY AND 20 INDEPENDENT GAME DEVELOPERS (HEREINAFTER COLLECTIVELY REFERRED TO AS “THIRD PARTIES”)
3. THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL PERSONS PARTICIPATING IN THE OFFER DURING THE OFFER PERIOD AS MENTIONED HEREIN. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER. BY PARTICIPATING IN THE OFFER, 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 OFFER.
4. 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 Offer.

### B. TERMS AND CONDITIONS

1. VODAFONE **GAME-A-THON** Offer is providing a set of 20 free games of different genres resting on Google Play. These games can be downloaded and played (free of cost) by any person using an android handset / tab that supports Google Play, without any restriction due to telecom connection. The following games are available within the Offer –

Fun Ways To Think 2
Kitchen Story
Hangman
Spider Solitaire
Jalebi - A desi word game
Indian Fashion Stylist
Power Cricket T20 Cup 2016
Unblock Ball
Real Cricket™ 16
Motu Patlu Race
Bat Attack Cricket Multiplayer

World Cricket Championship 2
Tambola - Indian Bingo
Donkey Quiz: India's Quiz Game
Jungle Adventures
Word Search
Lexulous Word Game
PASTRY MANIA - Match 3 Games
Train Simulator 2016
MS Dhoni:The Untold Story Game

2. All the abovementioned games (except Motu Patlu Race and World Cricket Championship 2) will either have a “U” mode or normal mode. Motu Patlu Race and World Cricket Championship 2 players can only play under normal mode. These two games will follow the same rule of “U” mode even if the player plays in normal mode.
3. The Offer is available for all participants playing the games using “U” mode. However, players playing Motu Patlu Race and World Cricket Championship 2 in normal mode will also be eligible for the Offer. All the players of “U” mode including the players of the games Motu Patlu Race and World Cricket Championship 2 shall hereinafter be referred to as “U players”, and all the players playing in normal mode will be referred as “**Normal Players**”; all the players playing in either U mode or normal mode shall be collectively referred to as “**Players**”;
4. The Offer will be valid from Dec 1<sup>st</sup> (Time 0:00 Hrs) till Dec 14<sup>th</sup>, 2016 (Time 23:59Hrs), both days inclusive, (hereinafter referred to as “**Offer Period**”).
5. OFFER AREA  
The Offer is valid PAN India
6. By availing the Offer during the Offer Period, You hereby acknowledge that You have read, understood, accepted and agreed to be bound by the full set of Terms & Conditions as set forth herein. If You do not agree to these Terms & Conditions, then You should not access or avail it and You shall not be eligible for any benefits offered under this Offer.
7. You as a Player of this Offer would ensure that there wouldn’t be any misuse of this Offer. You may use this Offer only as permitted by law and during Your use of the Offer 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 Offer.
8. There will be 2 different type of prizes for U Players:

#### **I. Daily Prizes**

- There will be one winner per game per day.
- For each game, one U Player securing highest position / score in the daily leaderboard at midnight every day will be declared as the Winner for the day.
- Every winner will receive a U hamper with a pair of Sony U Branded headphone

#### **II. End Prizes**

- There will be one winner per game at the end of the Offer Period.
- For each game, one U Player securing highest position / score at the end of the Offer Period will be declared as the Winner for the said game.
- Every winner will receive a U hamper with a Google pixel smartphone

9. A U Player will be eligible for winning the daily prize if:

- a. He is a Player of the U mode in any of the games available in the Offer except Motu Patlu Race and World Cricket Championship 2 (or is playing Motu Patlu Race and World Cricket Championship 2 in the normal mode).
- b. Has registered his / her profile giving a valid email address of that Player.
- c. Has secured the highest position in the daily leaderboard for the game selected at midnight every day.
- d. Is above the age of 18 years during the Offer Period and is otherwise not incompetent to enter into a contract.

10. A U Player will be eligible for winning the end prize if:

- a. He is a Player of the U mode in any of the games available in the Offer except Motu Patlu Race and World Cricket Championship 2 (or is playing Motu Patlu Race and World Cricket Championship 2 in the normal mode).
- b. Has registered his / her profile giving a valid email address of that Player.
- c. Has secured the highest score/points in a game during the entire Offer Period (as on the midnight of the last day of the Offer Period).
- d. Is above the age of 18 years during the Offer Period and is otherwise not incompetent to enter into a contract.

**11. Selection of Winners:**

- a. By participating in the Offer, the U Players give their irrevocable consent to the process of selecting the Winners (defined below). Without prejudice to the foregoing, the U Players shall not have any claim (of whatsoever nature) against Vodafone India or hold Vodafone India liable for the Winner selection process. Winners will be selected basis the daily / final leaderboard position for each game and will be notified/ announced by the game itself. No dispute, of whatsoever nature, in this respect shall be entertained by Vodafone India.
- b. Each U Player will not be eligible for winning more than one daily prize and one end prize during the Offer Period.
- c. You acknowledge that Vodafone India has no role to play in the selection of winners and therefore will not be liable to entertain any dispute or query in the winner selection process.
- d. In case of tie the player who has played for less amount of time and got same points will be the winner

**12. Announcement of Winners:**

- a. The winner will get an app notification asking him/her to check his registered email id for further details.

- b. The winner will receive an email from third parties / game developer asking for following details. The winner needs to reply to this email and not send a fresh mail. The reply should contain the following correct details:
  - i. Full Name
  - ii. Phone Number
  - iii. City of residence
  - iv. Age
  - v. Facebook and/or Twitter and/or Instagram profile
- c. The sender of the email will be keeping Vodafone India's email id in loop for getting the above details.

13. You further acknowledge and agree that the name and image of the selected winner may be published on Vodafone India's website or on Vodafone India's digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by Vodafone India. By agreeing to participate in this Offer you agree to allow Vodafone India to use your name and image in a manner which Vodafone India may consider beneficial to its interests. To the extent you choose to avail this Offer you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.

**14. Prize delivery:**

- a. The delivery of the prize will happen through a Third Party who will be appointed by Vodafone India. The prize distribution process will be initiated after the winner of a particular game has been chosen and declared through the game itself. However, Vodafone India will not be responsible for any damage/loss or delay in delivery of prizes. The winner will solely be responsible for providing the correct contact details and Vodafone India will not be held responsible, in case, the address provided (by the winner) is incorrect or changed.
- b. The Winners shall not have the right to claim any damages, loss or costs from Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. Vodafone India are neither responsible nor guarantee the quality and functionality of the goods or services being offered as prize/s nor are they liable for any defect or deficiency in the prize(s) so offered or availed by the Winners.
- c. All the prizes will be delivered in one month after the end of the contest. In case the address given from the winner is wrong, the prize will be given to the second position in the leaderboard of the same day.

**15. Restrictions:** Employees / Associates / Agents / (including their family members / relatives) of VODAFONE INDIA will not be qualified for participating in the Offer.

**16. MODIFICATION:**

- a. Vodafone India reserve the right, at their sole discretion, to modify these Terms & Conditions of the Offer or any part thereof at any time during the Offer 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 U Players availing this Offer.

- b. If Vodafone India modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). 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 Offer. If the modified Terms & Conditions are not acceptable to You, Your only recourse is to either not avail the Offer or cease availing the Offer. Your continued participation in the Offer will constitute Your acceptance of the latest revised Terms and Conditions.

## 17. WITHDRAWAL OF OFFER

Vodafone India reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer 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 U Players availing this Offer.

## 18. DISCLAIMERS

- a. You agree that this Offer is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer is voluntary and You expressly agree to avail the Offer at your sole risk. Vodafone India shall not be responsible for any loss, injury or any other liability to any U Player arising due to participation in the Offer.
- b. Vodafone India 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 Offer and/or any delay or failure to avail the Offer including due to technical or network problems. To the extent you choose to avail this Offer, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone India, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any third party, in connection with the Offer or arising otherwise.
- c. Any claims, issues, damages or losses with regard to the quality or functionality of the prizes awarded under this Offer will be the sole liability of the manufacturers. Vodafone India will not have any responsibility related to the same and will not entertain any query or complaint of the U players / participants.
- d. You shall indemnify and keep indemnified Vodafone India, 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 India may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India shall have the right to defend themselves, pursuant to this clause, at the cost of the U Player concerned in breach.

19. **Dispute Resolution:** These Terms & Conditions are governed in accordance with the laws of India. Any dispute / matter arising out of or in relation to the Offer shall be subject to the exclusive jurisdiction of competent court of the area in which such dispute arises.
20. If the Player tries to avail the benefits of this Offer beyond the validity of Offer Period, the benefits shall not be applicable.
21. This Offer is subject to force majeure circumstances i.e. including but not limited to the Act of God or any circumstance beyond the reasonable control of the Vodafone India.
22. The Player agrees not to hold Vodafone India, its officers, directors, employees, customers, 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 third party, in connection with the Offer or arising otherwise.
23. The U Player shall indemnify and keep indemnified Vodafone India, 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 India may incur, pay or become responsible arising out of or in connection with the breach of these Terms & Conditions. Vodafone India shall have the right to defend themselves, pursuant to this Clause, at the cost of the Players.
24. By participating in the Offer, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages during the Offer Period and in future in relation to upcoming offers / contests.