

Terms and Conditions: Vodafone Get Gifts Every Minute Program



These terms and conditions shall be applicable for all Subscribers eligible for the **Program**.

1. The **Program** is open from 16th June 2016 till 31st July 2016 (both days inclusive) (hereinafter "Program period").
2. All valid Subscribers shall be entitled to participate in the Program subject to the terms of the eligibility.
3. The Subscriber/Subscribers who are eligible to get the gifts ("Beneficiary") will be intimated regarding the gift through announcement made by VMSL via SMS and/or Out Call on their registered mobile number and/or through any other manner as VMSL may deem appropriate.
4. Beneficiary will be chosen for receiving gifts through a random draw of eligible subscribers by IT. The process of random selection will be verified by an independent auditor. Auditor's decision in this regard, shall be final and binding on the participants in the Program. No dispute or enquiry of whatsoever nature, in this respect shall be entertained by VMSL.
6. On announcement of the Beneficiary's eligibility for receiving gifts, the respective Beneficiary will be required to confirm his/her acceptance of the gift/s within 48 hours of receiving information about the same to the designated number and or person. VMSL reserves the right to replace the Beneficiary in case of non-receipt of said confirmation from the Beneficiary within said 48 hours. During the period of Program, the Subscribers should be valid subscriber of Vodafone in Delhi service area.
7. The Beneficiary name can be withdrawn, on sole discretion of VMSL, in case he/ she is not a Valid*/Active** Vodafone Subscriber on the date of claiming the gifts.

8. The Every Minute or Every Alternate Hour or Every Day or Every Week or Every Fortnight or Bumper Gift for the Program will be given only to the Beneficiary in whose name the VMSL mobile phone number is registered and is the Beneficiary's responsibility to produce such document and/or credentials to prove his/her identity. It is the responsibility of the Beneficiary to produce such identity proof and/or credentials at his/her own cost. No other person or agent can claim the Program gifts on behalf of the Beneficiary.

9. Any local levies, taxes, duties or any other statutory liabilities associated with the gifts will have to be solely borne by the Beneficiary. The Beneficiary's Permanent Account Number (PAN) and other details would be taken for record. Compliance with respect to statutory obligations/taxes will be the responsibility of the Beneficiary. .

10. VMSL shall not be liable for any defect/s in the gift/s, and makes no representation or warranty, of any kind, to the participants or any third party, and hereby expressly disclaims all warranties, express or implied including, but not limited to, any implied warranty of accuracy, timeliness, completeness, merchantability or fitness for particular purpose. VMSL shall not be liable or responsible for any loss/damage to the gift/s during transit.

11. The Beneficiary shall bear the cost and incidental expenses of traveling from their respective locations to the venue as may be required by VMSL.

12. In case the announced Beneficiary declines to accept the Program gifts they shall not be eligible for any compensation or any other benefits of what so ever nature from VMSL.

13. VMSL shall be entitled to use the name/(s) of the Beneficiary in its communications including marketing promotions and advertisements along with/without VMSL's brand.

14. Apart from the entitlement to the above Program gifts, the Beneficiary or their legal heirs will have no other rights or claims against VMSL.

15. Employees / Associates / Agents / Dealers (including their family members / relatives) of VMSL and/or Organizers will not be qualified for receiving the Program gifts.

16. The Program Gifts shall not be transferable / redeemable against any other service offered by the VMSL nor for cash. No request shall be entertained by VMSL in this regard.

17. VMSL reserves the right to change / modify the **Program** or terms and conditions of the **Program**, at any time at its own discretion, without assigning any reason whatsoever. VMSL shall not be obliged to give any prior notice for aforesaid change / modification.

18. This **Program** is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VMSL.

19. This **Program** is subject to guidelines/ directions issued by the Telecom Regulatory Authority of India or any other statutory authority from time to time.

20. In case of any dispute or difference in respect of or in connection with the **Program** and/or the **Program** Gifts herein, the decision of the independent auditor shall be final and binding on all concerned.

21. VMSL reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the **Program**. Failure by VMSL to enforce any of their rights at any stage does not constitute a waiver of those rights.

22. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the **Program** is a violation of Criminal and Civil Laws and should such an attempt be made, VMSL reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.

23. Participation in this **Program** implies acceptance to all the terms and conditions of the **Program** mentioned herein.

24. Under no circumstance shall VMSL, or its affiliates, or subsidiaries, or their directors, employees, officers, agents or representatives, be liable to the subscribers and/or any third party for any loss of profits or loss of opportunity, incidental, indirect, consequential, special, exemplary or punitive damages whatsoever.

25. Any dispute/matter arising out of or in relation to the **Program** is subject to jurisdiction of competent court/s of Delhi alone.

** Active Vodafone Subscriber means a subscriber whose Vodafone mobile number subscription is valid and whose Vodafone number is active on Vodafone's network at the time of distribution the **Program** gifts.