



Terms and Conditions for the Beat the Heat (PPQ Model) (hereinafter referred to as "Competition")

1. The Competition is organized by One97 Communications Ltd., a company incorporated under the Companies Act, 1956, having its registered office at First Floor, Devika Tower, Nehru Place, New Delhi-110 019 and its principal place of business at B-121, Sector-5, Noida-201 301, India (hereinafter referred to as the "Organizer") in association with Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone South Limited, Vodafone West Limited, Vodafone East Limited, Vodafone Digilink Limited, Vodafone Cellular Limited, Vodafone Spacotel Limited (hereinafter collectively referred to as 'Vodafone') in all the Vodafone's telecom Circles in India for valid prepaid and postpaid cellular mobile subscribers that are the rightful Subscriber of the Vodafone connection, pre-paid or post-paid, in whose name the mobile phone connection number (MSISDN) is registered with Vodafone. In the event the number / connection is registered in the name of a company/ firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Competition, receive the prizes and accept the terms applicable for the Competition (hereinafter referred to as "Subscriber/s") of Vodafone; subject to the terms and conditions of Competition.

1.1 Duration of Competition: From 24th July 2014, 00:00:01 hours to 21st October 2014, 23:59:59 hours (both days inclusive) ("Term of the Competition").

2. Competition will be available subject to the following terms and conditions (hereinafter referred to as "Terms and Conditions"). The Subscribers agree to abide by these Terms and Conditions in its entirety. If any Subscriber does not agree to any of the Terms and Conditions, such Subscriber shall not participate in Competition. Organizer, reserve the right to modify the Terms and Conditions at any time, without notice.

These Terms and Conditions are available on the website of the Organizer at the following address: <http://one97.com/contest/Sonajeeto12/>. By participating in the Competition, you as a Subscriber indicates your acknowledgement and acceptance of these Terms and Conditions.

3. To participate in the Beat the Heat Competition : Subscriber can opt the service at free of cost i.e. Registration will be at zero price point for complete Competition duration. There will be three different set of pricing based on the score level of the Subscriber i.e. if Subscriber is at level 1 he/she will be charged Rs 2 for Question, if at level 2 then Rs 3 for Question and if at level 3 then Rs 4 for Question.

Charging/Question	Validity	No. of Question to be provided	Score Levels Reached
Rs 4/-	1 day	1 Question	Level 3
Rs 3/-	1 day	1 Question	Level 2
Rs 2/-	1 day	1 Question	Level 1

Subscriber will be eligible for various prizes/awards categories based on the level he/she is after Competition is over. Bifurcation will be according to below level

Contest Levels	Score Levels	Price point on each Question
Level 3	501 and above	Rs. 4
Level 2	201-500	Rs. 3
Level 1	0-200	Rs. 2

As the Subscriber plays questions, he qualifies to the next level. Qualifying prize/reward at each level for each Subscriber will be different and more attractive. Once qualified to the next level, the SubscriberSubscriber is still eligible for the prize in the previous level. Qualification criteria will be score of the participant. SubscriberSubscriber will be able to be play maximum 3000 sets of questions during the entire Competition period. Assigned Question will be valid for 1 day only. Subscriber will be getting fresh question for next day & fresh charging will happen.

Each incorrect answer fetches the Subscriber NIL points. The participating Subscriber ("Participant") who obtains the maximum score with least number of question attempts and who is first to score during the Term of the Competition shall be eligible to be selected as the Winner, hereinafter "Winning Participants" or "Winner".

4. The subscription to "Beat the Heat" can happen by dialing an IVR shortcode 545450 or 5454502 (toll free)

AND/OR

Subscription to "Beat the Heat" Competition can also happen through SMS by sending CAR to 50404.

AND/OR

Subscription to "Beat the Heat" Competition can also happen by dialing USSD string *545*02#

AND/OR

After being registered for @ Rs Zero subscriber can participate in "Beat the Heat contest".

Beat the Heat competition features:

- For every right answer the Participant will get 10 points. There is no negative points for a wrong answer.
- For every right answer the Participant will get 20 point in Happy Hours (as mentioned below). There is no negative points for a wrong answer.

Happy Hours for Beat the Heat Competition- Every day from start of the Competition till the last day of Competition, there will be happy hours decided by the Organizers'. Subscribers participating

in Competition during happy hours will get 20 points for every right answer. Information regarding happy hours will be sent to all registered Subscribers/Subscribers each day by SMS in advance

5. If the Winner is not able to provide sufficient evidence to show that he/she is the rightful & genuine Subscriber of Vodafone Mobile connection, Organizer reserves the right to award the Prizes (defined below) to the next eligible Winner or to forfeit the prize, at its/their sole discretion.

6. The Winning Participants shall be eligible to win prize in the following Categories "Prizes"

Beat the Heat Prize Grid (Applicable for the participants scoring points by participating in "Beat the Heat")

**Beat the Heat Competition Pack (Level 3 : Total 3 Bumper/National Prize - PAN INDIA LEVEL) –
First Prize : Honda Amaze 1.2 S i-VTEC (worth not more than Rs. 6,00,000)**

One Level 3 First Bumper Prize winner will be selected from PAN INDIA for the Term of the Competition, 30 days after completion of the Competition. There will be total 1 First Prize winner for the Term of the Competition.

Second Prize : Gold Voucher (worth not more than Rs. 2,00,000)

One Level 3 Second Bumper Prize winner will be selected from PAN INDIA for the Term of the Competition, 30 days after completion of the Competition. There will be total 1 Second Prize winner for the Term of the Competition.

Third Prize : Bajaj Pulsar NS 200 Bike (worth not more than Rs. 85,000)

One Level 3 Third Bumper Prize winner will be selected from PAN INDIA for the Term of the Competition, 30 days after completion of the Competition. There will be total 1 Third Prize winner for the Term of the Competition.

Beat the Heat Competition Pack (Level 2 : Total 12 Zonal Prize - PAN INDIA LEVEL) –

First Prize : 4 Sony Bravia KDL32HX750 - 32 inch Full HD LED TV (total worth not more than Rs. 2,00,000) (worth of one LED TV not more than Rs 50,000)

Four Level 2 Zonal First Prize winner will be selected from PAN INDIA for the Term of the Competition, 30 days after completion of the Competition. There will be total 4 Prize winner for the Term of the Competition.

Second Prize : 4 LG Split AC 1.5 ton (total worth not more than Rs. 1,28,000) (worth of one LG Split AC not more than Rs 32,000)

Four Level 2 Zonal Second Prize winner will be selected from PAN INDIA for the Term of the Competition, 30 days after completion of the Competition. There will be total 4 Prize winner for the Term of the Competition.

Third Prize : 4 Electrolux Window AC (total worth not more than Rs. 60,000) (worth of one Electrolux Window AC not more than Rs 15,000)

Four Level 2 Zonal Third Prize winner will be selected from PAN INDIA for the Term of the Competition, 30 days after completion of the Competition. There will be total 4 Prize winner for the Term of the Competition.

Beat the Heat Competition Pack (Level 1 : Total 12 Zonal Prize - PAN INDIA LEVEL) – Nokia Asha 502 (total worth not more than Rs. 60,000) (worth of one Phone not more than Rs 5,000)

Twelve Level 1 Zonal Prize winners (Three winners from each zone) will be selected from PAN INDIA for the Term of the Competition, 30 days after completion of the Competition. There will be total 12 Prize winner for the Term of the Competition.

Beat the Heat Competition Pack - Rs. 75 & Rs 50 worth of recharge daily per Circle: two daily Winners will be selected who will win recharge of Rs 75 and Rs 50 based on the scores, from each participating Circle, 30 days after the completion of Competition. There will be total 3420 daily winners for the Term of the Competition.

Assured Prize:

- Every Subscriber who gets registered for Beat the Heat Competition and have given at least one right answer will be eligible for an assured prize. Coupon code will be sent to the Subscriber through sms which he/she can redeem as per the terms of the coupon. Coupons and offers on them may vary as per availability during the Competition period.
- Organizer & Vodafone will not be responsible if any Winner is not able to redeem the coupons due to any reason.
- Subscriber will get assured prize only once during the Competition period of 90 (Ninety) days.
- Coupon code will be from one of the categories mentioned below.

Coupon Categories:

Participant will be able to select coupons from following -

1. Homeshop18. T&C Below

1. Shop online at www.homeshop18.com and get Flat 22% discount on purchase of Rs. 500 or above at www.homeshop18.com
2. Offer valid on all only on categories clothing, Footwear, Fashion Jewellery, Fashion accessories, Home & Kitchen Essentials.
3. Offer is not applicable on products which are also displayed on homeshop18's TV Channel "HomeShop18".
4. Offer valid on online modes of payments only.
5. Offer valid till 15th September, 2014.
6. Homeshop18 reserves the right to cancel/modify any order and/or offer without assigning any reason thereof and any prior notice to the customer.
7. This Gift coupon CANNOT be clubbed with any other gift/discount Gift coupon or gift certificate of Homeshop18
8. Gift coupon is not redeemable/refundable for cash and cannot be returned for a cash refund under any circumstances
9. If the Gift coupon is non functional on account of any technical reason, your sole remedy, and the sole liability of Homeshop18, shall be reissue / replacement of the particular Gift coupon number.
10. Homeshop18 is not responsible for any lost or stolen Gift coupon and no representation in this regard will be accepted in any form or nature. Any dispute with regard to this promotion is subject to jurisdiction in the courts of Delhi/New Delhi

7. For the purpose of clarification and avoidance of doubt, Prize does not include any personal expenses incurred by the Winner and the Winner shall be solely responsible for all the expenses whether additional or incidental, required to be incurred to avail his/her winning Prize.

8. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time arising out of free Prize, shall be solely borne by the winner for the Prizes.

9. Competition is valid only for Vodafone Subscribers who are:

(i) eighteen (18) years of age or above;

(ii) Active and existing Subscribers;

(iv) Not suffering from any legal disability e.g. insolvency, restraint by court etc;

(v) Not have any outstanding dues payable to Vodafone on account of the mobile connection.

10. Employees of Organizer and Vodafone and their relatives will not be eligible to participate in Competition.

11. WINNER SELECTION:

Beat the Heat Competition

Beat the Heat Competition Pack (Level 3 : Total 3 Bumper/National Prize - PAN INDIA LEVEL) –

First Prize : Honda Amaze (worth not more than Rs. 6,00,000)

Second Prize : Gold Voucher (worth not more than Rs. 2,00,000)

Third Prize : Bajaj Bike (worth not more than Rs. 85,000)

1. Prize/rewards contained herein are applicable for the Participants scoring points by playing Competition by the mode “Beat the Heat”.

2. The selection of the Winner of the Level 3 Bumper prize (First, Second & Third) of the Competition, shall take place within 30 days from the date of completion of the Competition. The subscriber who scores the maximum points, with least number of question attempts and who is first to score during the tenure of the Competition would be declared as Winner by an Independent External Auditor appointed by the Organizer. Three Bumper Prize winners (First, Second & Third) will be selected from PAN INDIA for the Term of the Competition

3. All the Winners shall be chosen by an Independent External Auditor appointed by the Organizer and decision of Independent External Auditor shall be final and binding on the Subscribers.

4. In case of a tie in the time taken, the Participants who have tied will be asked to answer a set of 5 tie breaker questions, the Participant who answers the maximum questions correctly in the given time or in case both the Participants answer equal number of questions the participant who answers the maximum questions correctly in the least time, will be selected as the Winner.

5. In the event, if Winners are unable to submit the required documents mentioned herein below to avail the Prizes within the time prescribed, Organizer shall shortlist the next eligible Winners for each Prize, who will be offered the Prizes subject to submission of all the required documents within the time prescribed.

6. Winner will be informed within a month after the selection of the Winners by the Organizer about their winning of Prizes.

Beat the Heat Competition Pack (Level 2 : Total 12 Zonal Prize - PAN INDIA LEVEL) –

First Prize : 4 Sony LED TV (total worth not more than Rs. 2,00,000) (worth of one LED TV not more than Rs 50,000)

Second Prize : 4 LG Split AC (total worth not more than Rs. 1,28,000) (worth of one LG Split AC not more than Rs 32,000)

Third Prize : 4 Electrolux Window AC (total worth not more than Rs. 60,000) (worth of one Electrolux Window AC not more than Rs 15,000)

1. Prize/rewards contained herein are applicable for the participants scoring points by playing Competition by the mode **“Beat the Heat”**

2. The selection of the Winner of the Level 2 Zonal prize (First, Second & Third) of the Competition, shall take place within 30 days from the date of completion of the Competition. The Subscriber who scores the maximum points, with least number of question attempts and who is first to score during the tenure of the Competition would be declared as Winner by an Independent External Auditor appointed by the Organizer.

3. All the Winners shall be chosen by an Independent External Auditor appointed by the Organizer and decision of Independent External Auditor shall be final and binding on the Subscribers.

4. In case of a tie in the time taken, the Participants who have tied will be asked to answer a set of 5 tie breaker questions, the Participant who answers the maximum questions correctly in the given time or in case both the Participants answer equal number of questions the Participant who answers the maximum questions correctly in the least time, will be selected as the Winner.

5. In the event, if Winners are unable to submit the required documents mentioned herein below to avail the Prizes within the time prescribed, Organizer shall shortlist the next eligible Winners for each Prize, who will be offered the Prizes subject to submission of all the required documents within the time prescribed.

6. Winner will be informed within a month after the selection of the winners by the Organizer about their winning of Prizes.

Beat the Heat Competition Pack (Level 1 Total 12 Zonal Prize - PAN INDIA LEVEL) –

Branded Smart Phone (total worth not more than Rs. 60,000) (worth of one Smart Phone not more than Rs 5,000)

Twelve Level 1 Zonal Prize winners (Three winners from each zone) will be selected from PAN INDIA for the Term of the Competition, 30 days after completion of the Competition. There will be total 12 Prize winner for the Term of the Competition.

1. Prize/rewards contained herein are applicable for the participants scoring points by playing Competition by the mode **“Beat the Heat”**

2. The selection of the Winner of the Level 1 Zonal prize of the Competition, shall take place within 30 days from the date of completion of the Competition. The subscriber who scores the maximum points, with least number of question attempts and who is first to score during the tenure of the Competition would be declared as Winner by an Independent External Auditor appointed by the Organizer.

3. All the Winners shall be chosen by an Independent External Auditor appointed by the Organizer and decision of Independent External Auditor shall be final and binding on the Subscribers.

4. In case of a tie in the time taken, the Participants who have tied will be asked to answer a set of 5 tie breaker questions, the Participant who answers the maximum questions correctly in the given time or in case both the Participants answer equal number of questions the Participant who answers the maximum questions correctly in the least time, will be selected as the Winner.

5. In the event, if Winners are unable to submit the required documents mentioned herein below to avail the Prizes within the time prescribed, Organizer shall shortlist the next eligible Winners for each Prize, who will be offered the Prizes subject to submission of all the required documents within the time prescribed.

6. Winner will be informed within a month after the selection of the Winners by the Organizer about their winning of Prizes.

Beat the Heat Pack - Rs. 75 & Rs 50 worth of recharge daily per Circle: One daily winner will be selected from each participating Circle, 30 days after the completion of Competition. There will be total 3420 daily winners for the Term of the Competition.

1. Prize/rewards contained herein are applicable for the participants scoring points by playing competition by the mode "Beat the Heat"

2. The selection for the Winners of the daily prize shall take place within 30 days from the date of completion of the Competition. Daily two Subscriber from each participating circle group who scores the maximum points with least number of question attempts and who is first to score during each day of the Competition would be declared as Winner by an Independent External Auditor appointed by the Organizer. First daily Winner with will be entitled to recharge of Rs. 75, Second daily Winner with will be entitled to recharge of Rs. 50 based on the score. One daily Prize winner will be selected every day for the Term of the Competition from each participating Circle. There will be total 3420 daily Winners for the Term of the Competition.

3. In case of a tie in the time taken, the Participants who have tied will be asked to answer a set of 5 tie breaker questions, the Participant who answers the maximum questions correctly in the given time or in case the Participants answer equal number of questions the Participants who answers the maximum questions correctly in the least time, will be selected as the Winner.

4. All the Winners shall be chosen by an Independent External Auditor appointed by the Organizer and decision of Independent External Auditor shall be final and binding and shall not be subject to challenge under any circumstances.

5. In the event, if Winners are unable to submit the required documents mentioned herein below to avail the Prizes within the time prescribed, Organizer shall shortlist the next eligible Winners for each Prize, who will be offered the Prizes subject to submission of all the required documents within the time prescribed.

6. Winner will be informed within a month after the selection of the Winners by the Organizer about their winning of Prizes.

12. The documents required to be submitted along with the claim by the Winner shall include the following (the document list is only inclusive and not exhaustive) and Organizers and Vodafone, at their sole discretion may insist on such further proof as it may deem fit:

a. Identity Proof

b. Address Proof

c. Letter of Compliance with rules and regulations etc. in the manner prescribed.

d. Submission of acknowledgement letter (as per the format that shall be provided by Organizer) on receipt of the Prize(s)

e. Pan Card copy

f. DD equal to TDS amount in advance in favor of one97 Communications Ltd.

*(the document list is only inclusive and not exhaustive and can change as per the requirements of Law)

13. No substitution or exchange of the prize shall be allowed.

14. However, the Organizer and Vodafone reserves the right to substitute and/or change the terms and /or Prize, without any prior intimation or notice to the Participants and /or Winner, as the case may be. and participant's continuous attempt to play to the Completion will be constitute as the participant's express consent for the same.

15. The organizer and Vodafone shall not be liable for any delay or loss that may accrue in the delivery of the Prizes. Subscriber hereby agrees and undertakes not to hold Vodafone / organizer and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges

and expenses that the Subscriber may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of the present Competition.

16. Organizer shall provide the Prizes to the concerned authorized person of the Vodafone telecom services area in the circle from which the Winner is chosen within two month of the date of Winner selection.. However the Winners shall personally come to Vodafone's office to claim the Prizes within one month of the date of the Winner selection and the Winner shall be solely liable to bear the cost that may be incurred by him / her in collecting / availing the Prizes.

17. Competition is valid subject to the Winner complying with all Terms and Conditions contained herein, as required by the Organizer and Vodafone. Any failure on the part of the participant to comply with the any specified Terms and Conditions contained herein, shall disqualify such Participant.

18. Competition is subject to applicable laws and guidelines/directions issued by Telecom Regulatory Authority of India ('TRAI'), Department of Telecom (DOT) or any other statutory authority from time to time.

19. Organizer and Vodafone reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify Competition or any part thereof including the eligibility criteria at its sole discretion at anytime during it's 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 participant.

20. Upon participating in the Competition, the Subscriber 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 contest. Such interest & the subscription for the contest will be valid for all upcoming contests done jointly by Organizer and Vodafone. The participant will be informed about the next contest to be launched after the end of a contest. They can at any given point of time deactivate from the contest.

21. The existence of a dispute, if any, regarding the Prize shall not constitute any claim against Vodafone, Independent Auditor or Organizer.

22. In matters relating to Competition, including any disputes arising in respect thereof, , the decision of Organizer shall be final and binding..

23. Competition is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Organizer and Vodafone. Organizer & Vodafone shall not be liable for any failure to comply with its obligations where the failure is caused by something outside their reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

24. Organizer or Vodafone shall not be responsible for any SMS message delivery failures, for any lost, late or misdirected network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and/or other conditions beyond its reasonable control.

25. The Prizes are non-transferable, non-negotiable, subject to availability and there will be no cash alternative. Organizer reserve the right to substitute Prizes of equal or greater value, at any time.

26. The Organizer and Vodafone are neither responsible nor guarantee the quality of the goods / services being provided as Prizes nor is it liable for any defect or deficiency of goods or services so obtained/availed, by the Subscribers under Competition.

27. There shall be no roll-over of Prizes in case the Winner/s is/are not eligible. A Subscriber shall not be considered eligible if he/she does not conform to the Terms and conditions as stipulated above.

28. Organizer and/or Vodafone or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors will not be liable for any actions, claims, demands, damages, costs, charges and expenses, either direct or remote that the you may/might have suffered, sustained or incurred or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or damage to property, which is suffered or sustained in connection with Competition. Subscriber shall indemnify and keep indemnified Vodafone and Organizer and their 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 Organizer or Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of Subscriber under the Terms & Conditions, any failure by the Subscriber participating in the Competition to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone and Organizer shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscriber.

29. Winners shall be intimated by the Organizer directly. Organizer or Vodafone shall not entertain any questions, correspondence, enquiries on the manner of conducting Competition and grant of Prizes from any person, whatsoever. The Subscriber hereby understands and gives his/ her irrevocable consent for personal information relating to the Subscriber to be exchanged with Organizer towards any validations that may be required by Organizer for identifying the winner.

30. Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizer and / or Vodafone.

31. These Terms and onditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in **New Delhi.**

32. If, in Circle of Vodafone in India and/or territory or part thereof, the running of Competition is prohibited, the Subscribers from such Circle and/or territory or part thereof shall not be eligible to

participate in Competition. No further notice shall be given by the Organizer or Vodafone, in this regard.

33. Participation in Competition implies acceptance of all the Terms and Conditions of Competition. Acceptance of the Prize by the Winner constitutes permission for the Organizer and Vodafone and their affiliates to click photographs of the Winner and use the Winner's name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

34. For any complaint/query regarding Beat the Heat Competition, subscribers can directly contact Organizer by dialing 24 hour helpline 01203309819. Subscribers can also send an email at games@one97.com from Monday to Friday during working hours.

35. Any Prize/reward of value in excess of INR 10,000 will be subject to deduction of Tax at Source ('TDS') under the provisions of the Income Tax Act, 1961. Such TDS on the Prize/reward/s shall be borne by the Winning Participant/highest scorer. Further, all the Winning Participants(s) must furnish a valid Indian PAN Card copy to claim the Prize/reward amount, or Prize/reward, irrespective of the value of the same, failing which the Winning Participant's Prize/reward shall be forfeited, or the Prize/reward shall be rolled over to the next eligible Participant, at the sole discretion of the Organizers. The Winning Participant shall also be liable to pay all the other taxes which are applicable under any statute or law.

36. Winner(s) understand and agree that in case the Prize/reward is not available, any gift of equivalent value will be given by Organizer. All incidental costs/taxes/levies related to the Prize/reward(s) shall be exclusively borne by the Winner including but not limited to TDS, Gift tax (if any), Road Tax, Insurance and any other taxes applicable by the government Central, State or Municipal.

37. The Prize/reward(s) must be claimed within 30 (thirty) days of receiving the intimation from Organizer or from the date of publication of the list of winning participants/highest scorer(s) on the website of Organizer as <http://one97.com/contest/Sonajeeto12/results>, failing which Vodafone/Organizer reserves the right to forfeit the same. This Offer cannot be used in conjunction with any alternative Offer or promotion.

38. Organizer and Vodafone reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms & Conditions of the Offer. Failure by Organizer or Vodafone to enforce any of their rights at any stage does not constitute a waiver of those rights.

39. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizer and/or Vodafone including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any offer/scheme, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any Prize/reward, goods, services, benefits or awards acquired or obtained through the Offer or any transactions effected through the Offer; (b) The Participant expressly agrees that his/her participation in the Offer is at the participant'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 Offer shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone .

40. Winners of previous contests organized by Organizer across operators who have won a Bumper / First / Grand Prize shall not be eligible for the Bumper / First / Grand Prize under this contest. This restriction shall also apply to :

(i) **immediate/first blood relatives and spouse of such winners and/or**

(ii) **other people who share the same address with Winners of previous contests organized by Organizer across operators who have won a Bumper / First / Grand Prize.**

41. If the same person having different MDN has been selected more than once, in such event he /she will be awarded only one Prize. A participant will be entitled to win only once during the entire Offer Period. Subject to clause 40 mentioned above if a participant is declared as winner in more than one category/period then he/she shall be entitled to only one highest prize/reward amongst different prize/rewards across category/period.

42. Unconditional Approval/Acceptance:

1) The Participant is aware that SMS sent by the Participant may not be received by Organizer instantly due to various factors outside the control of the Organizer or Vodafone such as Network failure, system failure, etc.

2) In case of tie in the number of points scored, the Subscriber who is quickest / fastest to answer the question as per response time recorded in Organizer's system will be selected as the Winner. The time at which the Participant sent from his handset will not be considered even if it is earlier. (Example – Participant sent answer at 2 pm but it was received by Organizer only at 3 pm. Organizer will consider the time as 3 pm only).

3) The Participant undertakes not to challenge the selection process of Winner(s) in case of tie in the number of points scored, since the time at which the SMS was received by Organizer will be considered for selecting the Winner.

4) The participant undertakes not to dispute/challenge the delay caused in receiving the SMS by Organizer due to network failure, system failure, etc., which are beyond the control of Organizer or Vodafone.

43. After the selection and validation of the successful highest scorers of all the above mentioned Prizes, the highest scorers will be contacted through calls, for 5 consecutive days, and will be given further details as to how, when and where they can redeem their respective Prizes. In case of contacting Winner, Organizer will make calls for 5 consecutive days and in these five days of calling if Organizer is unable to contact the Winner due to reasons such as Winner is out of coverage or phone was busy or the number which dialed does not exist or phone is switched off etc. then Organizer reserve the right to disqualify the Winner and move on to next Winner for calling.

44. In case of any technical failure or system failure, no point or extra benefit for the right answered question will be grant to Subscriber.

45. Nothing in the Competition shall affect, alter or in any manner change any intellectual property rights of the Organizer or Vodafone or any of their affiliates in any product or service made available. Subscriber acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, Website and all material or content related to the Competition shall remain, at all times, owned by Organizer, Vodafone or its respective owners.

Below is the list of circles and the order in which they are considered for Winner selection purpose.

S. No.	Circle	Region
1	DELHI	North
2	HARYANA	North
3	UTTAR PRADESH EAST	North
4	UTTAR PRADESH WEST	North
5	PUNJAB, HIMACHAL PRADESH & JAMMU & KASHMIR	North
6	ORISSA	East
7	WEST BENGAL	East
8	ASSAM & NORTH EAST	East
9	BIHAR	East
10	KOLKATA	East
11	RAJASTHAN	West
12	MADHYA PRADESH	West
13	MUMBAI	West
14	MAHARASTRA	West
15	GUJARAT	West
16	CHENNAI & TAMIL NADU	South
17	KARNATAKA	South
18	KERALA	South
19	ANDHRA PRADESH	South

For the purpose of the competition, weeks are defined as below.

Schedule for Weekly Prize

Weeks	From	To
Week 1	24-Jul-14	30-Jul-14
Week 2	31-Aug -14	6-Aug-14
Week 3	7-Aug-14	13-Aug-14
Week 4	14-Aug-14	20-Aug-14
Week 5	21-Aug-14	27-Aug-14
Week 6	28-Aug-14	3-Sept-14
Week 7	4-Sept-14	10-Sept-14
Week 8	11-Sept-14	17-Sept-14
Week 9	18-Sept-14	24-Sept-14
Week 10	25-Sept-14	1-Oct-14
Week 11	2-Oct-14	8-Oct-14
Week 12	9-Oct-14	15-Oct-14
Week 13	16-Oct-14	21-Oct-14

For the purpose of the competition, Months have been defined as below.

Schedule for monthly Prize

Months	From	To
Month 1	24th-Jul, 2014	22nd -Aug, 2014
Month 2	23rd -Aug, 2014	21st -Sept, 2014
Month 3	22nd -Sept, 2014	21st -Oct, 2014