

## TERMS AND CONDITIONS GOVERNING THE CONTEST “#BeSuper”

### 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 CONTEST IS AN OPTIONAL CONTEST CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE INDIA LIMITED, AND VODAFONE MOBILE SERVICES LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE INDIA”) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE INDIA.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA SUBSCRIBERS PARTICIPATING IN THE CONTEST KNOWN AS “#BeSuper” (“Competition / Contest”) DURING THE CONTEST PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “#BeSuper”. BY PARTICIPATING IN THE CONTEST, 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 CONTEST.

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 Contest.

### B. DEFINITIONS

- a. **“Subscriber”** shall mean the rightful user of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. 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 of the employer duly permitting the employee to use the number for subscribing for this Competition and accept the terms applicable herein.
- b. **“Active Subscriber”** shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone India on a regular basis for purposes other than to participate in any Competition or contest by Vodafone India.
- c. **“Eligible Subscriber”** shall mean an Active Subscriber of Vodafone India. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Competition:-
  - i. He/she must be of at least 18 years of age;
  - ii. He/she must be a resident of India;
  - iii. He/she must be an Active Subscriber of Vodafone India;
  - iv. He/she must belong to any of the telecom service areas mentioned below;
  - v. He/she must not be of an unsound mind; and
  - vi. He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
  - vii. He/she must not have been subject of any criminal proceeding;
- viii. Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by the Organizer or Vodafone India, in this regard.
- ix. Further, the Eligible Subscribers who participate in the Competition and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number (“Winner(s)"). If the Winner is not able to provide sufficient evidence to show that he/she is the

Subscriber of the winning mobile number, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

**C. CONTEST PERIOD**

- a. This is a limited period contest for Eligible Subscribers of Vodafone India, available from 03.02.2017, 10:00:01 hrs. till 03.02.2017, 17:59:59 hrs. (“**Contest Period**”)

**D. CONTEST AREA**

- a. The Contest is open for all Subscribers across Vodafone India Circles (except in circles of Chennai, Tamil Nadu, Jammu & Kashmir).
- b. Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by Vodafone India in this regard.

**E. CONTEST DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

- a. To participate in this Contest, the participant needs to ‘reply to the tweet or comment on the post from respective handle completing the sentence “What would a MOVIE BUFF/Movie Character do with Unlimited Internet...” using ‘#BeSuper’.
- b. 5 best entries will be chosen as Winners of the #BeSuper contest.
- c. By participating in the Contest the participant merely becomes eligible to win a prize and does not guarantee being awarded

**F. PRIZES AND WINNER SELECTION PROCESS**

- a. 5 lucky winners will be awarded 2 movie tickets each
- b. Vodafone India reserves the right to change the awards to be awarded to the Winners.
- c. Winner will be decided basis above mentioned method by an independent third party auditor. The participant shall be bound by the decision taken by the auditor & shall not raise any dispute in this regard in any manner whatsoever.
- d. The Winner will be announced by the official Vodafone India Twitter handle i.e. @VodafoneIN & Facebook page ([www.facebook.com/zoozoo/](http://www.facebook.com/zoozoo/)).
- e. All prizes in this Competition are subject to availability. All prizes will be given after deducting various taxes, license fees and charges as applicable, except as otherwise stated in writing. Vodafone India will not be responsible or liable for the quality or functionality of the prizes awarded.

**G. DISCLAIMERS**

- a. You agree that this Competition is conducted purely on a “best endeavour” 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 India shall not be responsible for any loss, injury or any other liability to any participant arising due to participation in the Competition.
- 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 Competition and/or any delay or failure to participate in the Competition including due to technical or network problems. To the extent you choose to participate in the 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 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 participant or third party, in connection with the Competition or arising otherwise.

- c. Vodafone India reserves the right to change, suspend, remove, or disable access to the Competition at any time without notice. In no event will Vodafone India be liable for the removal of or disabling of access to the Competition. Vodafone India 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 India's responsibility shall only be limited in providing Telecom Service on Vodafone India's network for Eligible Subscribers participating in this Competition.
- d. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Competition 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 participants.
- e. 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 Subscriber in breach.

#### **H. WITHDRAWAL OF COMPETITION**

- a. Vodafone India reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Competition 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 participants.

#### **I. MODIFICATION OF TERMS**

- a. Vodafone India reserve the right, at their sole discretion, to modify these Terms & Conditions or any part thereof at any time during the Contest 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 participating Subscribers.
- 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 Competition. Your continued participation in the Contest will constitute your acceptance of the latest revised Terms and Conditions.

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

- a. This Competitions under this Competition cannot be used in conjunction with any alternative Competition or promotion of a similar nature;
- b. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. These Terms and Conditions are subject to guidelines/ directions issued by the Department of Telecommunications ("DoT"), Telecom Regulatory Authority of India ("TRAI") or any other statutory authority from time to time.
- c. By entering the Competition, 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 Competition Period.
- d. This Competition is subject to force majeure circumstances including technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India ("Force Majeure Event"). Vodafone India shall not be liable for any delay or adverse effect caused to the participants of this Competition as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the participants.
- e. Failure by Vodafone India to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.

- f. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Competition.
- g. You hereby authorize Vodafone India to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable you to participate in the Competition. 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>.
- h. By participating in the Competition, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and to any third party content licensor to Vodafone India that is made available through the Competition.
- i. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.