



## **Terms and Conditions for Scheme Bid Deals**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING TO AND PARTICIPATING IN THIS CONTEST KNOWN AS “**SCHEME BID DEALS**”. BY PROCEEDING WITH PLAYING THE **SCHEME BID DEALS**, 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 **SCHEME BID DEALS**.

1. The Scheme Bid Deals (hereinafter referred to as the “**Contest**”) is being organized by Kinobeo Software Pvt. Ltd, having their registered office at Building no- 14 & 15 Community Centre Saket, New Delhi -110017 (hereinafter referred to as the “**Organizer**”), for enabling active<sup>1</sup> pre-paid or post-paid category of Subscribers<sup>2</sup> (“**Subscribers**”) of Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone South Limited, Vodafone West Limited, Vodafone East Limited, Vodafone Digilink Limited, Vodafone Cellular Limited, Vodafone Spacetel Limited (hereinafter collectively referred to as ‘Vodafone’), in the respective Vodafone licensed telecom Circle in India to participate in the Contest. The Contest is open during the period from **1<sup>st</sup> October 2013, to ongoing** (“**Contest Period**”). Organizer reserves the right to extend or shorten the Contest Period, as it deems fit, and any such change shall be published on the websites [www.vodafone.in/competition](http://www.vodafone.in/competition) and [www.vodafone.contestzone.in](http://www.vodafone.contestzone.in) (“**Website**”).
2. The Contest is open for all Subscribers who satisfy the eligibility criteria mentioned below and who belong to the following Vodafone India telecom circles (“**Circle(s)**”) of ANDHRA PRADESH, ASSAM AND NORTH EAST, BIHAR, CHENNAI, DELHI, GUJARAT, HARYANA, JAMMU and KASHMIR, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, MUMBAI, ORISSA, PUNJAB AND HIMACHAL PRADESH, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, WEST BENGAL.
3. Scheme Bid Deals shall be subject to the following terms and conditions (hereinafter referred to as “**Terms**”). The Subscribers agree to abide by these Terms in its entirety. If any Vodafone Subscriber does not agree to any of the Terms, such Subscriber is advised to not participate in Scheme Bid Deals. Organizer, reserves the right to modify the Terms at any time, without notice. Scheme Bid Deals is valid for existing pre-paid as well as post-paid Vodafone subscribers.
4. For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a Subscriber.
5. Also, by participating in this Contest, You:
  - Warrant the accuracy, truthfulness and currency of all information that You may have submitted;

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<sup>1</sup> An active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module (“**SIM**”) on a regular basis for purposes other than to participate in the Competition offered by the Organizer .

<sup>2</sup> Subscriber shall mean the rightful user of the a Vodafone India connection, pre-paid or post- paid in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the user 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.



- Agree that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and Organizer and You are acting voluntarily, using Your own time and resources to participate in the Contest, solely at Your own risk; and
  - Warrant that prior to playing the Contest, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein.
6. Participation in the Contest will be construed as an acknowledgement and acceptance of the Terms and Conditions set out herein and You further agree to be bound by the Terms and Conditions stated herein.
7. These Terms and Conditions are available on the Website at the following address: [www.Vodafone.in/competition](http://www.Vodafone.in/competition) and [vodafone.contestzone.in](http://vodafone.contestzone.in). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.
8. **Procedure and Eligibility to participate in the Contest:**
- Scheme Bid Deals shall be valid only for Subscribers who are:
- a. Above 18 or at least 18 years of age;
  - b. A resident of India;
  - c. Active and existing Vodafone Subscribers during the Term of the Scheme;
  - d. Neither prosecuted nor convicted for committing any criminal offence or abetment thereof;
  - e. Not suffering from any legal disability e.g. insolvency, restraint by court etc; and
  - f. Not have any outstanding dues payable to Vodafone on account of the mobile connection.
9. Further, the Subscribers who participate in the Contest and are chosen as winners of each category of prize in accordance with the winner selection process under the Terms and Conditions of the Contest 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”). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the 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.
10. Employees and relatives of employees of either the Organizer or Vodafone shall not be eligible to participate in the Scheme Bid Deals.
11. **CONTEST:**
- i. Each Contest will have a start and end date with time. To participate in Contest, Subscribers have to buy BID Deal from any of the platforms offering Mydelights and answer multiple questions through USSD. Subscribers will have to dial a USSD code to enter into the Contest. A Set of Questions will be pushed to subscribers through USSD according to Balance deduction for instance “Amount Charged = No. of Question pushed”. For Example: If Rs39 deducted, then 39 Questions will be pushed or offered to Subscribers.
  - ii. Each correct answer to the Questions raised to the Subscriber shall carry one point. The participating Subscriber who answers the maximum correct answers in shortest span of time during the Term of Scheme shall be selected as the winner. The selection for the winner of the Contest shall take place within 7 (Seven) business days from the end of the Contest Period. The Subscriber answering the question in shortest time span would be declared as winners by an auditor appointed by an Organizer. The decisions of the independent auditor shall be final and binding for this Contest.



- iii. It is clarified that the winning Subscriber shall be entitled to the Prize on the winning voucher only, irrespective of whether he or she has registered by buying multiple vouchers.  
For example: if the winning Subscriber buys 100 vouchers and one of them is the winning Voucher, the winning participant is entitled to the Prize only and under no circumstances there shall be a refund of the remaining non-winning 99 vouchers.
  - iv. Subscriber will receive SMS from Mydelights containing questions and information about how to reply to these questions.
  - v. The participating Subscribers will be provided points which shall be equivalent to 1000% of the value of the voucher bought (For example: if you buy a Scheme Bid Deal worth Rs. 10, then 100 points will be credited into your account); Therefore Rs.1/- (Rupees One only) = 10 points. Failure to utilize points within the prescribed period will result in forfeiture of the same. At no point of time will the points be refunded as money.
12. Subscribers cannot use points credited to their respective account arising from this Scheme Bid Deal to again participate in the Scheme Bid Deal.
  13. The winning Subscriber shall be required to produce their identity proof to claim the winning prize. The documents required to be submitted along with the claim by the winning Subscriber shall include the following (the document list is only inclusive and not exhaustive) and Organizer, at their sole discretion may insist on such further proof as it may deem fit:
    - a. Identity Proof
    - b. Address Proof
    - c. Pan Card copy
  14. Organizer shall provide the prize to the winning Subscriber within 30 days of intimation to the winning Subscriber. The winning Subscriber would need to claim/accept the prize within 15 days from the date of declaration of/intimation to the winning Subscriber and the winner Subscriber shall be solely liable to bear any cost that may be incurred by him / her, in collecting / availing the prize. If the prize is not claimed by the winning Subscriber within 15 (fifteen) days from the date of notification by Organizer, for any reason(s) whatsoever, Organizer shall be entitled to forfeit the prize. Organizer's right to forfeit the prize as stated herein shall include without limitation cases where the mobile number supplied by winning the Subscriber is incorrect, suspended, and hacked or not in use.
  15. The Organizer shall on a best effort basis endeavor to deliver the prize directly to the winning Subscriber, as applicable. Organizer will not be liable for any extra charges as may be applicable on the prize including but not limited to Insurance, Registration Fees, Road Tax, or any other tax which shall have to be solely borne by the winning Subscriber. Additional charges/ taxes may vary from region to region.
  16. Organizer shall under no circumstance be liable to exchange the Prize for cash or kind. The prizes offered in this Contest will be sponsored and distributed by Organizer or designated third party.
  17. However, the Organizer reserves the right to substitute and/ or change the Terms and/ or prize, without any prior intimation or notice to the Subscribers and/ or winner Subscriber as the case may be.
  18. The Organizer & Vodafone shall not be liable for any delay or loss that may accrue in the delivery of the prize.
  19. The Subscribers and Winners hereby irrevocably authorize Vodafone and its subsidiaries, to use the data gathered during and/or after the Contest in respect of the Subscribers (including Subscriber name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Vodafone's brand.



20. Organizer or Vodafone may at their sole discretion choose to publish the name, photograph and / or contact particulars of the winner(s) on their Website and/or any other publicity media that Vodafone may at its sole discretion choose to employ without any further compensation to the winning Subscriber. The winning Subscriber waives his/her right to object to such publication and by participating in this deal he/she grants Organizer or Vodafone the right to use his/her name, photograph and contact particulars for the above mentioned purpose.
21. The Scheme Bid Deals is subject to the laws of India and all disputes arising hereunder shall be subject to the jurisdiction of Courts of Delhi.
22. Organizer reserves the right to amend, modify, cancel, update or withdraw this Scheme Bid Deals at any time without notice.
23. By participating in this deal, all eligible Subscribers agree to be bound by these Terms and Conditions, the Terms of Use, Privacy Policy and other relevant documentation that are available on [www.vodafone.in](http://www.vodafone.in) and related sites including any modifications, alterations or updates affected by the Organizer. All participant Subscribers are requested to review and understand the Terms before entering the Transaction.
24. Scheme Bid Deals is valid subject to the winning Subscriber complying with all Terms and Conditions contained herein, as required by the Organizer. Any failure on the part of the Subscriber to comply with the any specified Terms contained herein shall disqualify such Subscriber.
25. Scheme Bid Deals 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.
26. Organizer reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify Scheme Bid Deal or any part thereof including the eligibility criteria at its sole discretion at anytime 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 and the same shall be binding on the Subscriber.
27. The Organizer and/or Vodafone 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 Contest. Failure by the Organizer or Vodafone to enforce any of their rights at any stage does not constitute a waiver of those rights.
28. The existence of a dispute, if any, regarding the Prize shall not constitute any claim against Vodafone or Organizer.
29. Scheme Bid Deal is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Organizer. Organizer and Vodafone shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its 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.
30. Organizer and/or Vodafone shall not be responsible for any SMS message delivery failures, for any lost, late or misdirected network, USSD session expiry, and 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.



31. The Subscribers participating in the Contest 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 the Subscribers, any failure by the Subscribers participating in the Contest 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 Subscribers. The Organizer, Vodafone or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any third party or otherwise in connection with the Contest.
32. The prize is 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.
33. The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an active Subscriber of Vodafone India on the date of claiming the prize.
34. The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the prize(s) and on production of all such documents or papers as may be required by the Organizer before accepting the delivery of the prize.
35. Neither the Organizer nor Vodafone are responsible or 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 Scheme Bid Deal.
36. There shall be no roll-over of prizes in case the winner Subscriber is not eligible. A Subscriber shall not be considered eligible if he/she does not conform to the Terms as stipulated above.
37. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of prize, which shall be solely borne by the winning Subscriber for the prize that has been won.
38. The winning Subscriber will be requisitioned to pay for the TDS (Tax Deducted at Source) applicable for the prizes won.
39. Organizer will not be liable for any damage 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 Scheme Bid Deal.
40. Winning Subscriber shall be intimated by the Organizer directly. Organizer shall not entertain any questions, correspondence, enquiries on the manner of conducting Scheme bid deal and grant of prizes from any person, whatsoever.
41. Apart from the entitlement to the prize, the Winning Subscriber or his/her legal heirs will have no other rights or claims against the Organizer and / or Vodafone.
42. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Contest is a violation of laws and should such an attempt be made, Organizer and/or Vodafone India reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.



43. In case of any dispute or difference in respect of this Scheme bid deal, the decision of Organizer shall be final and binding on all concerned.
44. List of Telecom Service Areas (including list of Circles for which entries from Subscribers shall be considered for the Scheme Bid Deals)

Name of the Vodafone Entity	Respective Circles in which they operate	Circles for which entries from participants shall be considered for the Competition (Yes / No)
Vodafone India Limited	Mumbai	Yes
Vodafone Mobile Services Limited	Delhi	Yes
Vodafone East Ltd	Kolkata	Yes
Vodafone West Ltd	Gujarat	Yes
Vodafone South Ltd	Karnataka	Yes
	Andhra Pradesh	Yes
	Chennai	Yes
	UP (West)	Yes
	Punjab	Yes
	West Bengal	Yes
Vodafone Digilink Ltd	Rajasthan	Yes
	Haryana	Yes
	UP (East)	Yes
Vodafone Cellular Limited	Maharashtra & Goa	Yes
	Kerala	Yes
	Tamil Nadu	Yes
Vodafone Spacetel Ltd	Himachal Pradesh	Yes



	Jammu and Kashmir	Yes
	Orissa	Yes
	Assam	Yes
	North East	Yes
	Madhya Pradesh	Yes
	Bihar	Yes