



## **Terms and Conditions for the Big Boss Competition (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 Gujarat Limited, Vodafone East Limited, Vodafone Digilink Limited, Vodafone Cellular Limited, Vodafone Spacetel Limited (hereinafter collectively referred to as 'Vodafone') in all the Vodafone's telecom Circles in India for valid prepaid and postpaid cellular mobile subscribers (hereinafter referred to as "Subscribers") of Vodafone; subject to the terms and conditions of Competition. Duration of Competition: From **12<sup>th</sup> Nov 2013, 00:00:01 hours to 20<sup>th</sup> Dec 2013, 23:59:59 hours** (both days inclusive) ("Term of the Competition"). The Contest is being held and organised in association with Viacom18 Media Pvt. Ltd ("Viacom18") for Viacom18's show titled "Bigg Boss Saath 7". However, Viacom18 shall have no responsibility of whatsoever nature including but not limited to towards gratification, claim, dispute, etc., arising from the Contest and the same shall be resolved solely by the organiser without involving Viacom18 in any manner.

2. Competition will be available subject to the following terms and conditions (hereinafter referred to as "Terms"). The Subscribers agree to abide by these Terms & conditions in its entirety. If any subscriber does not agree to any of the Terms, such subscriber shall not participate in Competition. Organizer, reserve the right to modify the Terms at any time, without notice. Competition is valid for pre-paid as well as post-paid subscribers ("Subscribers") of Vodafone.

3. Subscriber can participate in the Competition by paying @ Rs. 3 per Question. There is no limit as to the number of questions that can be played by a subscriber during a day. Each correct answer fetches the subscriber ten points. Each incorrect answer fetches the subscriber NIL points. The participating Subscriber ("participant") who obtains the maximum score in the shortest possible time during the Term of the Competition shall be eligible to be selected as the winner, hereinafter "winning participants".

4. Participation in the Competition can be done by dialing an IVR shortcode 545456 (toll free).

<sup>1</sup>Subscriber shall mean the rightful Subscriber of the connection, in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the Subscriber number / connection is registered in the name of a Company/ Firm, the employee who is authorized to use the phone shall submit a No Objection Certificate and authorization of the employer duly permitting the employee to use the number for participation in the Challenge, receive the gratification and accept the terms applicable for the Challenge.

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 Prize (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"

**Bumper Prize "Apple iPad" Air 16GB Wi-Fi: (Total-1 PAN INDIA) – Apple iPad (Not Exceeding Rs 40,000)**



One Bumper Prize "Apple iPad" Air 16GB Wi-Fi winner will be selected from PAN INDIA for the Term of the Competition, within 30 days after completion of the Competition. There will be total 1 Bumper Prize "Apple iPad" Air 16GB Wi-Fi winner for the Term of the Competition.

**Bumper Prize "Grand Finale": (Total-10 PAN INDIA) – Get invited to "BIG BOSS 7" grand finale**

Ten Bumper Prize "Grand Finale" winners will be selected from PAN INDIA for the Term of the Competition, within 30 days after completion of the Competition. There will be total 10 Bumper Prize "Grand Finale" winners for the Term of the Competition.

**Weekly Prize "Smart Phone": (Total 6 weekly prizes would be given) Smart Phone (Not exceeding Rs. 5,000)**

One Weekly winner will be selected every week for the Term of the Competition, within 30 days after completion of the Competition. There will be total 6 Weekly winners for the Term of the Competition.

**Weekly Prize "Live Chat": (Total 6 weekly prizes would be given) Live chat with "BIG BOSS 7" finalist**

One Weekly winner will be selected every week for the Term of the Competition, within 30 days after completion of the Competition. There will be total 6 Weekly winners for the Term of the Competition.

**Daily Winners - Rs. 100 worth of recharge.**

One daily winner will be selected, within 30 days after the completion of Competition. There will be total 39 daily winners for the Term of the Competition. The participant who obtains the maximum score in the shortest possible time during a particular day shall be eligible to be selected as the winner.

7. The Value and make of the Prizes shall be decided by Organizer, at their sole discretion and the same shall be final & binding.

8. 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. All expenses except those specifically mentioned are to be borne by Eligible Winner. The cost of Medical Insurance, travelling & accommodation expenses incurred for attending "BIG BOSS 7" grand finale, costs and expenses incurred to board the flight and any other costs not specifically covered by this T&C will need to be borne by the prize winner.

9. 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.

**10.** Competition is valid only for Vodafone Subscribers who are:

- (i) eighteen (18) years of age or above;
- (ii) Active and existing Subscribers;
- (iii) Neither prosecuted nor convicted for committing any criminal offence or abetment thereof;
- (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.

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

12. To participate in Competition, the Subscriber agrees to PLAY for the Big Boss Competition Pack at Rs 3 per Question.

### 13. WINNER SELECTION:

#### **Bumper Prize "Apple iPad" Air 16GB Wi-Fi: (Total-1 PAN INDIA) – Apple iPad (Not Exceeding Rs 40,000)**

1. The selection of the winner of the Bumper 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, in the shortest possible time during the tenure of the Competition would be declared as Winner by an Independent External Auditor appointed by the Organizer. One Bumper Prize winner will be selected from PAN INDIA for the Term of the Competition

2. All the Winners shall be chosen by Organizer and decision of Organizer shall be final and binding on the Subscribers.

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 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.

4. 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.

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

#### **Bumper Prize "Grand Finale" : (Total-10 PAN INDIA) – Get invited to "BIG BOSS 7" grand finale**

1. The selection of the winner of the Bumper 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, in the shortest possible time during the tenure of the Competition would be declared as Winner by an Independent External Auditor appointed by the Organizer. Ten Bumper Prize winners will be selected from PAN INDIA for the Term of the Competition

2. All the Winners shall be chosen by Organizer and decision of Organizer shall be final and binding on the Subscribers.

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 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.



4. 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.

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

**Weekly Prize: (Total 6 weekly prizes would be given) Smart Phone (Not exceeding Rs. 5,000)**

1. The selection for the winners of the Weekly prize shall take place within 30 days from the date of completion of the Competition. The subscriber who scores the maximum points in the shortest possible time during the tenure of the Competition would be declared as Winners by an Independent Auditor appointed by the Organizer. One Weekly Prize winner will be selected every week for the Term of the Competition. There will be total 6 Weekly winners for the Term of the Competition.

2. All the Winners shall be chosen by Organizer and decision of Organizer shall be final and binding.

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 both the participants answer equal number of question the participant who answers the maximum questions correctly in the least time, will be selected as the winner. A week shall be the period starting and ending on dates as mentioned herein below.

4. 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.

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

**Weekly Prize "Live Chat": (Total 6 weekly prizes would be given) Live chat with "BIG BOSS 7" finalist**

1. The selection for the winners of the Weekly prize shall take place within 30 days from the date of completion of the Competition. The subscriber who scores the maximum points in the shortest possible time during the tenure of the Competition would be declared as Winners by an Independent Auditor appointed by the Organizer. One Weekly Prize winner will be selected every week for the Term of the Competition. There will be total 6 Weekly winners for the Term of the Competition.

2. All the Winners shall be chosen by Organizer and decision of Organizer shall be final and binding.

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 both the participants answer equal number of question the participant who answers the maximum questions correctly in the least time, will be selected as the winner. A week shall be the period starting and ending on dates as mentioned herein below.

4. 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.



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

6. The date and time of live chat will be intimated to the winner separately as per the availability of **"BIG BOSS 7" finalist.**

**Daily Winners - Rs. 100 worth of recharge.**

1. The selection for the winners of the daily prize shall take place within 30 days from the date of completion of the Competition. The participant who obtains the maximum score in the shortest possible time during a particular day shall be eligible to be selected as the winner by an Independent External Auditor appointed by the Organizer. There will be total 39 daily winners for the Term of the Competition.

2. 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.

3. All the Winners shall be chosen by Organizer and decision of Organizer shall be final and shall not be subject to challenge under any circumstances.

4. 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.

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

**14.** 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, 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)

**15.** No substitution or exchange of the prize shall be allowed.



**16. However, the Organizer 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.**

17. 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.

18. 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 draw. 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.

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

20. 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.

**21. Organizer 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.**

22. Upon dialing the short code and playing the contest, the Subscriber confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and imply their willingness to receive all promotional and engagement calls / sms, promoting the new contest. Such interest & the subscription for the contest will be valid for current contest done jointly by Organizer and Vodafone during this contest period. 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.

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

24. In matters relating to Competition hereto, the decision of Organizer shall be final and binding in all respects.

25. Competition is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Organizer. 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.



**26.** 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.

**27.** 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.

**28.** 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.

**29.** 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.

**30.** Organizer and/or 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.

**31.** 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.

**32.** 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.

**33.** In case of any dispute or difference in respect of this Competition, the decision of Organizer shall be final and binding on all concerned.

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

**35.** 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, in this regard.

**36.** 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 its 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.

**37.** For any complaint/query regarding Double Bonanza Competition, subscribers can dial 24 hour helpline 01203309819. Subscriber can also call 01204770474 for any assistance from Monday to Friday during working hours. Subscribers can also send an email at [games@one97.com](mailto:games@one97.com).



38. Any Gratification 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 Gratification/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 Gratification amount, or Gratification, irrespective of the value of the same, failing which the winning participant's Gratification shall be forfeited, or the Gratification 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.

39. Winner(s) understand and agree that in case the Gratification is not available, any gift of equivalent value will be given by Organizer. All incidental costs/taxes/levies related to the Gratification(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.

40. The Gratification(s) must be claimed within 45 (Forty Five) 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 as aforesaid, failing which Operator/Organizers reserves the right to forfeit the same. This Offer cannot be used in conjunction with any alternative Offer or promotion.

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

42. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizers 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 Gratification, 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 Organizers.

**43. 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 immediate/first blood relatives and spouse of such winners.**

**44. 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 43 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 gratification amongst different gratifications across category/period.**

**45. 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 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 Organiser due to network failure, system failure, etc., which are beyond the control of Organiser or Vodafone.

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

S. No.	Circle-groups*	Zones**
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	12-Nov-13	18-Nov-13
Week 2	19-Nov-13	25-Nov-13
Week 3	26-Nov-13	2-Dec-13
Week 4	3-Dec-13	9-Dec-13
Week 5	10-Dec-13	16-Dec-13
Week 6	17-Dec-13	20-Dec-13

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

### **Schedule for monthly Prize**

Months	From	To
Month 1	12 <sup>th</sup> -Nov, 2013	11th -Dec, 2013
Month 2	12 <sup>th</sup> -Dec, 2013	20 th -Dec, 2013