

## CONTEST TERMS AND CONDITIONS

### **Terms and Conditions for the Vodafone Cricket Bonanza Competition**

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.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**VODAFONE CRICKET BONANZA COMPETITION**”. BY PROCEEDING WITH PLAYING THE **VODAFONE CRICKET BONANZA COMPETITION**, 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 **VODAFONE CRICKET BONANZA COMPETITION**.

#### **Terms and Conditions:**

1. Vodafone Cricket Bonanza Competition (hereinafter referred to as the “**Competition**”) is an optional skill based limited period Competition organized, conceptualized and conducted by **Contact Tech Solutions India Pte. Ltd.**, 3<sup>rd</sup> Floor, Utsav, Raipada School Road, Malad (west), Mumbai-400064, (hereinafter referred to as the “**Organizer**”) for enabling active subscribers who use the Vodafone India Subscriber Identity Module (“SIM”) on a regular basis for purposes other than to participate in the Competition, prepaid & postpaid category of subscribers who are the rightful user of the Vodafone India connection, in whose name the mobile phone connection number (MSISDN) is registered with Vodafone India (hereinafter referred to as “**Subscribers**”) of Vodafone Mobile Services Limited, (hereinafter individually or collectively referred to as “**Vodafone India**”) to participate in this Competition. In the event the number/connection is registered in the name of a company/ firm, the employee who is authorized to use the connection are not allowed to participate in this contest, hence not eligible to win any gratification. The Competition is open during the period from **1<sup>st</sup> March 2016** from 00:00:01 hours to **29<sup>th</sup> May 2016** till 23:59:59 hours 90 Days(hereinafter referred to as the “**Competition Period**”); subject to the Terms and Conditions of Competition. Organizer reserves the right to extend or shorten the Competition Period, as it deems fit without any prior intimation to the Subscriber/s or any interested party. All queries, clarifications / disputes in connection with this Competition must be addressed by the Subscribers in writing to the Organizer directly and Vodafone India shall not be bound to entertain any communication in this regard.
2. The Competition is open for all Subscribers who are:
  - (i) Valid registered Vodafone Subscriber as per Telecom Regulation.
  - (ii) eighteen (18) years of age or above;

- (ii) resident of India;
  - (iii) not suffering from any legal disability e.g. insolvency, restraint by court etc;
  - (iv) not have any outstanding dues payable to Vodafone India on account of the mobile connection.
  - (v) active subscriber of USSD 5in1 Sports Pack service.
  - (vi) have not won any Bumper, Second, Third, fourth or Zonal prize in the Competition conducted by Organizer under 5in1 Sports pack. The Subscriber who has won any of the above mentioned prizes in the competition conducted by the Organizer under 5in1 Sports pack in the past are not eligible to win prizes. However these set of subscribers can win daily prizes.
3. All Subscribers from all over India who belong to any of the following Vodafone India telecom circles ("**Circle (s)**") of ANDHRA PRADESH, ASSAM, NORTH EAST, BIHAR, DELHI and JAMMU & KASHMIR, GUJARAT, HARYANA, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, ORISSA, MUMBAI, PUNJAB, HIMACHAL PRADESH, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, WEST BENGAL, CHENNAI and TAMILNADU shall be entitled to participate in the Competition. If, in any State and/or territory or part thereof, the running of this Competition is prohibited, the Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Competition. No further notice shall be given by the Organizer or Vodafone India to any Subscriber, in this regard.
4. Vodafone Cricket Bonanza Competition will be available subject to the Terms and Conditions mentioned herein. 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 the Competition. Vodafone India and/ or Organizer, reserve the right to modify the Terms and Conditions at any time, without notice.
5. Also, by participating in this Competition, You:
- Warrant the accuracy, truthfulness and currency of all information that You may have submitted;
  - Agree that You are entering into this Competition 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 Competition, solely at Your own risk;
  - Warrant that prior to playing the Competition, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein;
6. These Terms and Conditions are available on the Website of the Organizer at the following address: [www.contakt.co.in/vodafone/tnc.html](http://www.contakt.co.in/vodafone/tnc.html). If any Subscriber at any point of time during continuance of this Competition does not agree to any of the Terms and Conditions or those that may be in force, such Subscriber shall immediately cease to participate in the Competition. Participation in the Competition will be construed as an acknowledgement and acceptance of the amended Terms and Conditions.

7. Contest Flow:

- To participate in the Competition, Subscriber needs to subscribe 5in1 Sports Pack by dialing USSD string \*123\*5# at Rs.5/Match Day.
- The **active Subscriber of USSD 5-in-1 Sports Pack will be permitted to answer 10 multiple-choice questions per day in single USSD session through USSD by dialing \*123\*19#, which would be toll-free.**
- If session terminates before exhausting daily quota then the active Subscriber can reinitiate the session by dialing \*123\*19#.
- Each correct answer fetches the Subscriber one point. There is no negative marking for incorrect answers.
- Subscribers answering the maximum number of questions correctly every day during the term of the Competition as mentioned in Clause 9 shall be eligible to be selected as the Winner for respective prizes.

The Subscribers who participate in the Competition and are chosen as Winners of each category of prize in accordance with the Winner selection process under the Terms and Conditions of the Competition shall be required to be the valid registered Vodafone India Subscribers of the winning mobile phone number and not merely the participant using such mobile number (“Winner”).

If the Winner is not able to provide sufficient evidence like POA & POI matching with that of provided to Company with CAF to show that he/she is the rightful and genuine Subscriber of Vodafone India Mobile connection, Organizer and / or Vodafone India, reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its/their sole discretion.

Organizer will verify authenticity of the participating Vodafone India Subscribers and check whether the records and other details provided are in order. These details will include name, and address of the Winner on which SIM is registered. Post successful validation of the selected Vodafone India Subscribers, the Organizer will forward names and other relevant details of the eligible participants to the competent Independent Auditor for certifying the suitable Winners. Eligible participants are those who have scored maximum points during the Competition respectively. Here auditor will certify the Winner selection process.

8. All decisions of the Independent Auditor as appointed by the Organizer in respect of all transactions under this Competition, including without limitation the selection of Winners and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.

9. **The Winning participant shall be eligible to win the following “Prizes”:**

**Grand Prize:**

**First Prize:**

One Subscriber scoring the highest points in the least amount of time across all the Circles will be selected as the Winner of the First Grand Prize and would get:

- (a) Mahindra KUV100 K4
- (b) Opportunity to meet & greet Rohit Sharma on \_\_\_\_\_ (date to be decided), and

(c) Single To & Fro Flight Ticket to Venue from \_\_\_\_\_ (Nearest airport of Winner's Circle) along with 1 day accommodation at **Venue's city** for the Winner. The ticket and accommodation would be purely at the discretion of the Organizer and the Winner will have no right or say in the same. There will be only one first Grand Prize which will be selected basis the highest cumulative points scored by a Subscriber during the Competition Period.

**Second Prize:**

One Subscriber scoring the second highest points in the least amount of time duration from results across all the Circles will be selected as the Winner of the Second Grand Prize and would get a Royal Enfield Bullet- Thunderbird 350). There is only one second Grand Prize which will be selected basis second highest cumulative points scored by a Subscriber during the Competition Period.

**Third Prize:**

One Subscriber scoring the third highest points in the least amount of time duration from results across all the Circles will be selected as the Winner of the Third Grand Prize and would get a I-Phone 6S Plus 64 GB. There is only one Third Grand Prize which will be selected basis second highest cumulative points scored by a Subscriber during the Competition Period.

**Daily Prize for Prepaid Subscribers:** The Daily Prize Winners will be selected each day basis the highest score achieved in each Circle/grouped circle and in case of a tie breaker the Daily Prize Winners would be selected based on the maximum correct answer given in a set time period. In case of tie subscriber active on the service for more time will be given recharge. Such Daily Prize Winners shall get a Recharge\* or credit worth Rs. 100/- as prize.

Daily Recharge prize is applicable only for prepaid subscribers.

Daily Recharge Winners will get recharge in 2-3 days working day and organizer will do/arrange online recharge for winners.

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

**10. Competition Flow:-**

- Competition will be open in all of the above mentioned Circles of Vodafone India.
- All Vodafone India Subscribers existing or subscribing to **USSD 5 in1 Sports Pack** can participate in this Competition via USSD by dialing **\*123\*19#**.
- On answering each question the participant Subscriber will be informed about his current score followed by the next question.
- The participant shall be charged Rs.5 per match day.
- Questions for the Competition are made available on a Toll-free number.

- Participants will score one point for every right answer. There will be no negative marking for wrong answers.
- Every question shall have 3 answer options each.

**11.** Employees and relatives of Contact Tech Solutions India Pte. Ltd. or of Vodafone India will not be eligible to participate in the Competition.

**12. WINNER SELECTION PROCEDURE:**

- (i) The selection of Winners apart from Daily Winners shall take place on the 15<sup>th</sup> June 2016.
- The Subscriber who has answered the maximum correct answers in the least amount of time during the Competition Period would be declared as Winner by an Independent Auditor appointed by the Organizer.
  - Top scorers who have answered the maximum number of correct answers in least amount of time during the entire Competition Period shall be declared as first, second and third Grand Prize Winners respectively in accordance with the Terms and Conditions mentioned herein.
- (ii) During the selection of the Winner, in case there is a tie, Winner will be selected based on the following condition –
- Subscriber being active on the USSD 5 in 1 Sports Pack for the longest duration during the Competition Period.
  - Subscriber with least number of incorrect answers.
  - Subscriber with least duration taken to answer the questions.
- (iii) The Winner shall be chosen basis the above mentioned points (i) & (ii) by an Independent Auditor who would certify the Winner selection process.
- (iv) No Subscriber participating in the Competition can win more than one prize.
- (v) In the event, if Winners are unable to submit the required documents to avail the prizes, Organizer shall nominate the next Winner from the list of Winners for each prize, who will be offered the prizes subject to submission of all the required documents.
- (vi) Winners will be informed within 7 days after the selection of the Winners by the Independent Auditor about their winning of prize.
- (vii) Winners name will be announced as registered in the system of Vodafone India.

Winners will be intimated on their Vodafone India number or via email or by post or such other mode, as may be suitably determined by the Organizer. In the event, Organizer is not able to establish successful contact with a Winner in two days, that Winner shall not be considered for the prize, and Organizer may choose any other prize Winner or forfeit the prize, at its sole discretion.

The Winner can be considered as disqualified for the prize in case he/she fails to clear all outstanding dues payable to Vodafone India and / or is not a valid/active Vodafone India subscriber on the date of claiming the prize.

- 13.** 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. Address Proof
  - b. Letter of Compliance with rules and regulations etc. in the manner prescribed.
  - c. Submission of acknowledgement letter (as per the format that shall be provided by Organizer) on receipt of the prize(s)
  - d. Pan Card copy- Required for filing TDS

If the Winners are unable to provide the required documents, the prizes shall be offered to next shortlisted participants.

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

- 14.** The prizes offered in this Competition will be sponsored and distributed by the Organizer or a designated third party. No substitution or exchange of the prize shall be allowed.
- 15.** 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.
- 16.** The Organizer & Vodafone India shall not be liable for any delay or loss that may accrue in the delivery of the prize.
- 17.** Organizer shall provide the prizes to the Winner of the Circle from which the Winner is chosen within 30 days from the date of selection. However, the Winners shall personally come to the Circle office to claim the prizes within 2 days from the date of declaration of the Winners and the Winners shall be solely liable to bear any cost that may be incurred by him / her, in collecting / availing the prize.
- 18.** Vodafone Cricket Bonanza 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 any specified Terms & Conditions contained herein, shall disqualify such participant.
- 19.** Vodafone Cricket Bonanza 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.
- 20.** Organizer reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify Vodafone Cricket Bonanza Competition or any part thereof including the eligibility criteria at its sole discretion at anytime 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.
- 21.** The existence of a dispute, if any, regarding the prize shall not constitute any claim against Vodafone India or Contact Tech Solutions India Pte Ltd.
- 22.** In matters relating to Vodafone Cricket Bonanza Competition hereto, the decision of Independent Auditor appointed by the Organizer shall be final and binding in all respects.

- 23.** Vodafone Cricket Bonanza Competition is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Organizer. Organizer & Vodafone India 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.
- 24.** Organizer & Vodafone India shall not be responsible for any USSD/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 reserves the right to substitute prizes of equal or greater value, at any time.
- 26.** The Organizer and Vodafone India 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 Vodafone Cricket Bonanza 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 confirm to the Terms and conditions as stipulated above.
- 28.** Organizer and Vodafone India 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 Vodafone Cricket Bonanza Competition.

Under no circumstance shall Vodafone India , or its affiliates, or subsidiaries, or their directors, employees, officers, agents or representatives, be liable to the Subscriber and/or any third party for any loss of profits or loss of opportunity, incidental, indirect, consequential, special, exemplary or punitive damages whatsoever, even if they have been advised of the possibility of such damages. Subscriber expressly agrees that his/her participation in the Competition offered by Vodafone India is at his/her sole risk and is governed by the Terms and Conditions herein and no advice or information whether by representations, oral, written or pictorial derived from the Website or through the Competition shall be construed to mean the giving of any warranty of any kind by Vodafone India or Organizer.
- 29.** The Subscribers shall indemnify and keep indemnified Vodafone India and the 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 Competition to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and Organizer shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers.
- 30.** Winners shall be intimated by the Organizer directly. Organizer shall not entertain any questions, correspondence, enquiries on the manner of conducting Vodafone Cricket Bonanza Competition and grant of prizes from any person, whatsoever.

31. 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.
32. This Competition shall be governed by the laws of India. Any dispute arising out of this Competition 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 at Mumbai.
33. By entering the Competition, the Subscribers confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and agree to receive only transactional messages related to the Competition (i.e., daily score updates, Competition Questions etc.) from Organizer/ Vodafone India, as they may deem fit and proper, at their sole and absolute discretion. However, the Subscribers registered with the National Do Not Call Registry would not receive any promotional messages relating to any other product of Organizer/Vodafone India unless he/she is categorically subscribed for the same.
34. Participation in Vodafone Cricket Bonanza Competition implies acceptance of all the Terms and Conditions of Vodafone Cricket Bonanza Competition. Acceptance of the prize by the Winner and participation in the Competition constitutes permission for the Organizer, Vodafone India and its affiliates to click photographs of the Winner and Subscribers and use the Winner's and Subscriber'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 with or without Vodafone India's brand.
35. You, the subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the Competition / website and all material or content related thereto shall remain, at all times, owned by Vodafone / Organiser. All material and content contained in this website is made available for your personal and non-commercial use only. Any other use of the material/ content on this website/ and / or any information disseminated by any other means of communication are strictly prohibited.
36. The Terms and Conditions stated herein shall not override the terms and conditions of the Customer Application Form.

*\*Recharge is the amount that will be given to the Winners as Talk-time, based on the available denominations/offers in the respective Circle or State. In case in any of the Circles or Circle-Groups, the talk-time recharge value or denomination offered in the Competition is not available, the Winners will be provided with the nearest value or denomination available for talk-time, data or SMS recharge which could be equal to or closest to the recharge value or denomination offered. All taxes and charges including but not limited to State tax, cess, operator charges etc. on such recharge will be applicable and will be borne by the Winner. It is clarified that Winners who are post-paid Subscribers of Vodafone India will receive the Recharge amount by way of credit of the Recharge amount in their respective winning MSISDN's.*

List of Telecom Service Areas (including list of Circles for which entries from Subscribers shall be considered for the Vodafone Cricket Bonanza Competition):



Name of the Vodafone Entity	Respective Circles in which they operate	Zone	Circles for which entries from participants shall be considered for the Vodafone Cricket Bonanza Competition (Yes / No)
Vodafone Mobile Services Limited	Mumbai	West	Yes
Vodafone Mobile Services Limited	Delhi	North	Yes
Vodafone Mobile Services Limited	Kolkata	East	Yes
Vodafone Mobile Services Limited	Gujarat	West	Yes
Vodafone Mobile Services Limited	Karnataka	South	Yes
	Andhra Pradesh	South	Yes
	Chennai	South	Yes
	UP (West)	North	Yes
	Punjab	North	Yes
	West Bengal	East	Yes
Vodafone Mobile Services Limited	Rajasthan	North	Yes
	Haryana	North	Yes
	UP (East)	North	Yes
Vodafone Mobile Services Limited	Maharashtra & Goa	West	Yes
	Kerala	South	Yes
	Tamil Nadu	South	Yes
Vodafone Mobile Services Limited	Bihar	East	Yes
	Himachal Pradesh	North	Yes
	Jammu and Kashmir	North	Yes
	Orissa	East	Yes
	Assam	East	Yes
	North East	East	Yes
	Madhya Pradesh	West	Yes

Below Circles are grouped for Grand Third Prize and Daily recharge prize:

ASSAM + NE	East
Punjab + HP	North
TN + Chennai	South