



Terms and Conditions for Data Recharge Offer

The Data Recharge Offer is organized by Vodafone Digilink Limited, (herein referred to as "VDL") for its valid Prepaid Cellular Mobile Subscribers of Haryana Service Area (hereinafter referred to as the "Subscriber/s") of VDL subject to the terms and conditions mentioned herein.

Duration of VDL Data Recharge Offer

The Data Recharge Offer starts from 3rd December, 2014, 10:00:00 hours and shall be valid till 11th January 2015, 20:00:00 hours (both days inclusive) (hereinafter referred to as "Dhamaka Period")

Eligibility to participate in VDL Data Recharge Offer:

Any Valid Prepaid Subscriber recharging his/her mobile no. with any Data Pack during the Dhamaka Period between 10am to 8pm will automatically be eligible for VDL Data Recharge Offer without paying any additional cost & by answering random questions correctly subject to the condition that such subscriber agrees to the terms and condition stated herein.

Prizes:

Daily Winner: Every hour between 10 am to 8pm during Dhamaka Period, 1(one) subscriber from the eligible Prepaid Subscribers will be declared winner, who will win free unlimited internet services (3GB 3G throttling pack every 28 days) in his/her mobile number in which data recharge has been done for one year subject to the condition that the number is in active state in Prepaid.

Terms and Conditions:

These terms and conditions shall be applicable for all Prepaid Subscribers eligible for the VDL Data Recharge Offer:

1. The VDL Data Recharge Offer is valid during Dhamaka Period
2. All Prepaid Subscribers shall be entitled to participate in the VDL Data Recharge Offer subject to the terms of the eligibility.
3. All Prepaid Subscribers doing Data Recharge will be asked question next day before draw by SMS ("Short Message Services") with 2 answer options.
4. The Subscriber can reply with 1 for 1st option and 2 for 2nd option via SMS to answer. The subscriber has to give correct answer to be eligible for VDL Data Recharge Offer. Any wrong answer will disqualify the subscriber to be eligible for VDL Data Recharge Offer.



5. One Winner every hour from 10am to 8pm will be selected through a random draw of eligible subscribers during Dhamaka Period and the winners would be selected by an independent auditor. Auditor's decision in this regard, shall be final and binding on the participants in the VDL Data Recharge Offer. No dispute or enquiry of whatsoever nature, in this respect shall be entertained by VDL.

6. The Winner/s ("Winner") may be announced by VDL via SMS and/or Out Call on their registered mobile number and/or through any other manner as VDL may deem appropriate. In the event, VDL is not able to establish successful contact with a winner within 3 days from the date of announcement, that winner shall not be considered for the VDL Data Recharge offer, and VDL may choose any other prize winner, at its sole discretion.

7. VDL will not be responsible for any USSD/SMS message delivery failure, 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.

8. The Winner name can be withdrawn, on sole discretion of VDL, in case he/ she is not a Valid*/Active** VDL prepaid subscriber on the date of claiming the prize of VDL Data Recharge Offer.

9. The Prize for the VDL Data Recharge Offer will be given only to those mobile numbers who has been selected as winner. No other person or agent or mobile number can claim the prize of VDL Data Recharge Offer on behalf of the winner.

11. VDL shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the winners while availing the prize.

12. All prizes offered in the VDL Data Recharge Offer are subject to availability. VDL reserves the right, at its sole discretion to change the prizes at any time. VDL also reserves the right to announce other prizes apart from these prizes to eligible participants. VDL shall not be obliged to give any prior notice for the aforesaid changes in prize.

13. There are no charges for participating in the VDL Data Recharge Offer. However, merely participating in the Offer will not entitle any participant to win the prize.

14. Any local levies, taxes, duties or any other statutory liabilities associated with the prize will have to be solely borne by the winner. The winners 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.

15. One mobile number can win only once in the VDL Data Recharge Offer.

16. VDL will not be responsible under any circumstances for any technical snag.



17. In case the announced winner declines to accept the VDL Data Recharge Offer Prize they shall not be eligible for any compensation, gifts or any other benefits of what so ever nature from VDL.

18. The VDL subscriber / winner hereby irrevocably authorize the VDL that their data or information gathered during the VDL Data Recharge Offer shall be the property of VDL and VDL shall be entitled to use the same in its communications including, marketing promotions and advertisements, along with or without Vodafone brand, without any further consent or permission from the VDL subscriber / winner. By entering into the VDL Data Recharge Offer, the winner/s waive all copyrights, rights of publicity and any related rights, and consents to VDL right to picture, tape or portray him/her as a winner, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law.

19. The Subscribers participating in the VDL Data Recharge Offer shall indemnify and keep indemnified VDL and its group entities, their officers, directors, employees, customers, affiliates, subsidiaries 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 VDL 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 VDL Data Recharge Offer to comply with applicable law and any third party claim in respect of misuse of any information of a third party. VDL shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. VDL and/or any of its group entities or 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 VDL Data Recharge Offer.

20. Apart from the entitlement to the above VDL Data Recharge Offer, the Winner or their legal heirs will have no other rights or claims against VDL.

21. Employees / Associates / Agents / Dealers (including their family members/relatives) of VDL and/or Organizers will not be qualified for winning the VDL Data Recharge Offer

22. The VDL Data Recharge Offer shall not be transferable / redeemable against any other service offered by the VDL nor for cash. No request shall be entertained by VDL in this regard.

23. VDL reserves the right to change / modify the VDL Data Recharge Offer or terms and conditions of the VDL Data Recharge Offer, at any time at its own discretion, without assigning any reason. VDL shall not be obliged to give any prior notice for aforesaid change / modification.

24. By participating in the Offer, the Subscriber confirms and waives the applicability of rules and regulations of the National Do Not Call registry and agrees to receive promotional



messages and alerts under the current Offer and upcoming offers from VDL, as it may in its sole and absolute discretion decide.

25. This VDL Data Recharge Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VDL.

26. This VDL Data Recharge Offer is subject to guidelines/ directions issued by the Telecom Regulatory Authority of India or any other statutory authority from time to time.

27. In case of any dispute or difference in respect of or in connection with the VDL Data Recharge Offer herein, the decision of the independent auditor shall be final and binding on all concerned.

28. VDL reserve 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 VDL Data Recharge Offer. Failure by VDL to enforce any of their rights at any stage does not constitute a waiver of those rights.

29. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the VDL Data Recharge Offer is a violation of Criminal and Civil Laws and should such an attempt be made, VDL reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.

30. Participation in this VDL Data Recharge Offer implies acceptance to all the terms and conditions of the VDL Data Recharge Offer mentioned herein.

31. Under no circumstance shall VDL, or its affiliates, or subsidiaries, or their directors, employees, officers, agents or representatives, be liable to the participant 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.

32. Any dispute/matter arising out of or in relation to the VDL Data Recharge Offer is subject to jurisdiction of competent court/s of Delhi alone.

33. Any Subscriber who is declared winner also consents to getting his/her photograph clicked & the same appearing in the leading publications of Haryana

*Valid Subscriber means having valid Subscription of Vodafone Prepaid cellular mobile telephony services as per Law.

** Active Vodafone Subscriber means a subscriber whose Vodafone Prepaid mobile number subscription is valid and whose Vodafone Prepaid number is active on Vodafone's network at the time of distribution of the VDL Data Recharge Offer.