



## TERMS AND CONDITIONS OF DIWALI DHAMAAL CONTEST

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**DIWALI DHAMAAL CONTEST**”. BY PROCEEDING WITH PLAYING **DIWALI DHAMAAL 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 **DIWALI DHAMAAL CONTEST**.

### Terms and Conditions:

- 1. DIWALI DHAMAAL CONTEST** (hereinafter referred to as the “**Contest**”) is an optional Contest, conceptualized, organized and conducted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, AttibeleHobli, AnekalTaluk, Electronic City Phase 1, Bangalore- 560100-India (hereinafter referred to as “**OnMobile**” or “**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 Contest or any other competitions offered by the Organizer and Vodafone India jointly, prepaid and 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 “**Subscriber(s)**”), of either Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited or Vodafone Spacetel Limited (hereinafter collectively referred to as “**Vodafone India**”) to participate in the Contest. In the event the MSISDN 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 Contest receive the prizes and accept the terms applicable for the Contest. The Contest is open to Subscribers during the period from **8th November 2015** from **00:00:01 hours** to **5th February 2016** till **23:59:59 hrs**, (hereinafter referred to as the “**Contest Period**”), both days inclusive. Organizer reserves the right to extend or shorten the Contest Period, as it deems fit.

The Contest is open for all Subscribers who satisfy the eligibility criteria mentioned in Clause 2 herein below who belong to the following 22 Vodafone India telecom circles (“**Circle(s)**”) of

ANDHRA PRADESH, ASSAM, NORTH EAST, BIHAR, ORISSA, DELHI, GUJARAT, HARYANA, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, MUMBAI, PUNJAB, HIMACHAL PRADESH, JAMMU & KASHMIR, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, WEST BENGAL, and TAMIL NADU /CHENNAI. Notwithstanding the foregoing, if the operation of, or participation in the Contest, 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 Contest. No further notice shall be given by the Organizer or Vodafone India, in this regard. Participation will be open only in the above-mentioned Circles of Vodafone India, and Subscribers roaming outside their home-circles will be barred from participating in this Contest.

The Contest is available only in Hinglish and English languages on Short Message Service (“SMS”), as per the classification of Circle-Groups, Languages and Zones as mentioned below.

S.No.	Circle-Groups	Zone	Zone Group for Bumper Gratifications (North and East- 1 ) and (west and South - 2 )	SMS Languages
1	ASSAM + NE + ORISSA + BIHAR	East	1	Hinglish
2	DELHI + HARYANA + PUNJAB + HP+ JK	North	1	Hinglish
3	GUJARAT	West	2	Hinglish
4	KARNATAKA & AP	South	2	English
5	KERALA & CH/TN	South	2	English
6	MAHARASTRA	West	2	Hinglish
7	MUMBAI + MP	West	2	Hinglish
8	RAJASTHAN	West	2	Hinglish
9	UPE & UPW	North	1	Hinglish
10	KOLKATA + WB	East	1	Hinglish

Contest will be available on Interactive Voice Response (“IVR”) in English, Malayalam, Telugu, Kannada, Tamil, Hindi, Gujarati, Marathi, Punjabi, Oriya or Bengali.

Contest will be available on WAP in English.

Please note that participating or playing this Contest is optional and a Subscriber by participating in the Contest, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the procedure for Winner (defined below) selection of the Contest as set out herein, and any appropriate changes that may be made to this Contest by the Organizer including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Vodafone India or OnMobile, their affiliates and associates or for any reason whatsoever.

## 2. Procedure and Eligibility to participate in the Contest

This Contest is valid for Subscribers who fulfill the following criteria:

- Subscriber must be of at least 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must be an existing active Subscriber of Vodafone India;
- Subscriber must belong to any of the Circles mentioned above;
- Subscriber must not be of an unsound mind; and
- Subscriber must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

Further, the Subscribers who participate in the **DIWALI DHAMAAL 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(s)**"). 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.

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.

Also, by participating in this Contest, You:

- Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
- Warrant the accuracy, truthfulness and currency of all information that You may have submitted;
- 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 OnMobile and You are acting voluntarily, using Your own time and resources to participate in the Contest, solely at Your own risk;
- 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; and
- Confirm and undertake that You will make an informed choice regarding the option to play through voice or Short Message Service ("**SMS**") or on Unstructured Supplementary Service Data ("**USSD**") or on IVR or on WAP and after understanding the implications of the same.

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.

These Terms and Conditions are available on the Website at the following address: [www.vodafone.in](http://www.vodafone.in) and <http://vodafone.contestzone.in> ("**Website**"). 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.

### **3. Subscription Process to the Contest and Charges:**

Subscribers can initiate the participation in the Contest by sending any keyword to 567899 as a **SMS**, at Rs. 5/- per SMS or by clicking the Wireless Application Protocol ("**WAP**") link <http://wapstore.onmobile.com/vodafonecontest/P2A/> ("**WAP Link**") or calling the number 567899 toll free, or dialing the Unstructured Supplementary Service Data ("**USSD**") string \*567\*2#, at Rs. 5/- per USSD message, as more fully detailed in this Terms and Conditions. For the avoidance of doubt, please note that a Subscriber can play the Contest only through SMS, or IVR or WAP or through the USSD. The amount charged for accessing the Contest on the WAP Link is subject to the charges of the data plan of the MSISDN of the Subscribers.

- Once a Subscriber follows any of the above-methods for initiation of the Contest, he/she will be considered as a participant of the Contest and he/she can start playing questions under the Contest.

If a Subscriber wishes to stop receiving updates from the Contest including without limitation questions under the Contest, then he/she may send STOP as an SMS to the number 55677/155223 or by calling the number 55677 / 155223. Subscribers may resume receiving updates anytime during the Contest Period by calling 55677 (toll free) or sending any word, except STOP as an SMS to 567899 at Rs.5 / SMS or clicking the WAP Link.

### **4. Questions and Scoring**

The Contest consists of a total of 750 questions, with 2 answer options each and the Subscribers may answer any number of questions on a particular day during the Contest Period, at their discretion. All questions are in multiple choice format and the answer to each must be selected from one of the 2 options only.

The questions under the Contest shall be based on information available to public at large.

For every right answer the Subscriber will receive one point. There is no negative marking for a wrong answer.

### **5. Contest on Voice:**

- Contest will be available on the toll free number at 567899 (toll free) for all Subscribers of the above mentioned Circles of Vodafone India.
- Subscribers will be informed of the rules, prizes to be won and Terms and Conditions URL of the Contest on calling the toll free number 567899.
- After every question and answer options, a "beep" prompt will be played. Subscribers can answer by dialing 1 for 1st option or 2 for 2nd option on the phone keypad only after the "beep" prompt.

- Once the Subscriber presses 1 or 2 on his/her phone keypad as his/her answer for the relevant question, Rs. 5/- shall be immediately charged.

If the charging is unsuccessful, a “not charged” prompt will be played and the call will be dropped. Such answer of the Subscriber shall be disregarded and this will remain as an unanswered question and may be given to the Subscriber again sometime during the Contest period. Such uncharged answer/s shall be disregarded for the purposes of Winner selection process.

- After every right answer, the Subscriber will be given his/her score, followed by the next question and the answer options and the process to answer the subsequent question. After every wrong answer the Subscriber will be played an appropriate prompt and given the next question and answer options.
- To listen to a question again Subscribers may press \*.
- If a Subscriber stops playing the Contest, then he/she may resume playing by calling the toll free number 567899, to receive the next question and answer options.
- If the Subscriber stops playing the Contest after answering the nth question then when he/she calls back, he/she will be played the (n+1)th question.
- If a Subscriber stops playing the Contest after answering the nth question, then he /she will be sent a reminder SMS on his/her number registered with Vodafone India followed by another question and answer options. In case the Subscriber does not answer this question, he/she will be sent further reminder SMSs with questions and answer options.
- If the Subscriber stops playing the Contest without answering the nth question, then when he/she calls back, he/she will be played the nth question, which maybe different than the question received previously i.e., if a Subscriber listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back, he/she will be played the 4th question which may be different from what he/she received previously.
- The Subscriber will be given the questions one after the other till he/she finishes answering all the questions.
- Once the Subscriber has answered all the questions during the Contest Period, he/she cannot answer the questions again.
- The Subscribers may send PT as an SMS to 567899 (toll free) to check their total score accumulated till that day during the Contest Period.
- Subscriber will be charged Rs. 5/- for all key presses, except when he/she dials 9 or \* or as otherwise expressly provided herein.
- The Contest can be played only once by a Subscriber.

## **6. Contest on SMS:**

- Contest will be available on SMS on the number 567899 for all Subscribers of the above mentioned Circles. The Subscribers can play the Contest by sending any keyword, except STOP to the number 567899.
- When a Subscriber sends an SMS to the number 567899 to play the Contest, a welcome SMS is sent to that MSISDN of the Subscriber giving details of the Contest including the prizes to be

won, the Terms and Conditions URL and such other details as the Organizer may decide at its sole discretion. This is followed by the 1<sup>st</sup> question and answer options.

- Subscribers may also participate in the Contest by sending A or B as an SMS to 567899 as an answer to the promotion question that they receive on their numbers registered with Vodafone India.
- For each answer, the Subscriber will be charged Rs. 5/-, unless otherwise mentioned. In case a Subscriber has less than Rs. 5/- balance on his/her number registered with Vodafone India, he/she will not be able to play the Contest. Answers to uncharged questions shall be disregarded for the purposes of Winner selection and will remain as an unanswered question, which may be given to the Subscriber again sometime during the Contest period. Such Subscriber shall be intimated of the unsuccessful charging by an appropriate SMS sent to his/her number registered with Vodafone India.
- The time taken for answering a question through the “SMS” mode is calculated from the time the question is generated and pushed to the Subscriber, till the time the answer is received by OnMobile’s system. OnMobile does not have any control over delays resulting in the intermediate systems including but not limited to SMSC, which may or may not be due to technical snags, network failure or system failure or errors, but which are likely to result in delay in the time taken to send/receive the SMS and hence the time recorded for answering the question. Accordingly, time taken to answer a particular question may be more than the time that is clocked in the IVR mode of playing the Contest.
- After every right answer, the Subscriber will be given his/her score, followed by the next question and the answer options and the process to answer the subsequent question. After every wrong answer the Subscriber will be played an appropriate prompt and given the next question and answer options.
- If the Subscriber stops playing the Contest after answering the nth question, then he/she may continue playing the Contest by sending any keyword, except STOP as an SMS to 567899, to receive the next question. If the Subscriber stops playing the Contest after answering the nth question then when he/she sends an SMS with any word to 567899, he/she will receive the (n+1)th question.
- The Subscriber will be given the questions one after the other till he/she finishes answering all the questions.
- If the Subscriber does not receive the (n+1)th question after answering the nth question, for any reason, then he/she is required to send any keyword, except STOP as an SMS to 567899, to receive the (n+1)th question on his number registered with Vodafone India.
- Once the Subscriber has answered all the questions during the Contest Period, he/she cannot answer the questions again.
- The Subscribers may send “PT” as an SMS to 567899 to check their latest score.
- Every day during the Contest Period, all participating Subscribers will be sent a question in the morning on their numbers registered with Vodafone India, to help them start playing the Contest.
- Subscriber will be charged Rs. 5/- for all keywords sent as an SMS to the relevant number, except for **STOP, PRI, RUL, TNC** and **PT**.
- The Contest can be played only once by a Subscriber.

## **7. Contest on WAP:**

- Contest will be available on <http://wapstore.onmobile.com/vodafonecontest/P2A/> for all Subscribers of the above mentioned Circles. The Subscribers can answer the question by clicking on the link sent through the engagement SMSs.
- The Subscriber can click on “NEXT” to receive the next question and answer options.
- Each question consists of 2 answer options. Subscribers have to click on the 1st option or 2nd option, to answer the question.
- For each answer, the Subscriber will be charged Rs. 5/-, unless otherwise mentioned. In case a Subscriber has less than Rs. 5/- balance on his/her number registered with Vodafone India, he/she will not be able to play the Contest. Answers to uncharged questions shall be disregarded for the purposes of Winner selection and will remain as an unanswered question, which may be given to the Subscriber again sometime during the Contest period. Such Subscriber shall be intimated of the unsuccessful charging by an appropriate SMS sent to his/her number registered with Vodafone India.
- For every right answer the Subscriber will get 1 point. There is no negative marking for a wrong answer.
- Subscriber gets only one chance to answer the question. Once the Subscriber has answered the question, he/she will be taken to the next question whether the answer is wrong or right.
- After every right / wrong answer, the Subscriber will be displayed an appropriate text with the updated score and given the next question and answer options.
- If Subscriber stops playing the Contest after answering the nth question then when comes back on the same day, he/she will be given the (n+1)th question irrespective of the channel chosen. The Subscriber is given the questions one after the other till he/she finishes answering all the questions.
- The time taken for answering a question through the WAP mode is calculated from the time the question is generated and pushed to the Subscriber, till the time the answer is received by OnMobile’s system. OnMobile does not have any control over delays resulting in the intermediate systems including but not limited to SMSC, which may or may not be due to technical snags, network failure or system failure or errors, but which are likely to result in delay in the time taken to send/receive the answers and hence the time recorded for answering the question. Accordingly, time taken to answer a particular question may be more than the time that is clocked in the IVR mode of playing the Contest. The Contest can be played by a Subscriber only once.

## **8. Contest on USSD:**

- If a Subscriber dials the USSD string \*567\*2# (“USSD String”) for the first time, a welcome SMS is sent to the MSISDN of the Subscriber through USSD, informing the Subscriber about the charges and prizes to be won, and the Terms and Conditions URL.
- This will be followed by question and answer options on USSD.

All the questions have 2 answer options each and Subscribers can answer by sending 1 or 2, as a response to the relevant question.

For each answer, the Subscriber will be charged Rs. 5/-, unless otherwise mentioned.

In case a Subscriber has less than Rs. 5/- balance on his/her number registered with Vodafone India, he/she will not be able to play the Contest. Answers to uncharged questions shall be disregarded for the purposes of Winner selection and will remain as an unanswered question, which may be given to the Subscriber again sometime during the Contest period. Such Subscriber shall be intimated of the unsuccessful charging by an appropriate USSD message sent to his/her number registered with Vodafone India.

After every right or wrong answer, the Subscriber will be sent a USSD message with right or wrong answer response along with the score details and the next question and answer options.

In case of an invalid USSD input by the Subscriber, the Subscriber is sent a USSD message informing him/her that his/her USSD input is invalid and will contain details of how to answer the question correctly. This will be followed by an unanswered question and answer options.

If Subscriber stops playing after answering the nth question then when he/she sends dials USSD String again, he/she will get the (n+1)th question on USSD. If the Subscriber stops playing after answering the nth question, then he/she can continue playing by dialing USSD String again, to receive the next question and answer options.

The Subscriber will be given the questions one after the other till he/she finishes answering all the questions. Once the Subscriber answers all the questions, an exit message will be sent on USSD to the MSISDN of the Subscriber.

Subscribers will be charged Rs. 5/- for all messages by way of USSD, unless otherwise specified herein.

The Contest can be played by a Subscriber only once.

## **9. Prizes and Winner Selection Process**

### **a) Grand Prize :-**

The selection of the Winner for the Grand Prize will be conducted after the Contest ends. One MSISDN, across all circle groups\*, as per the classification of circle Groups\* given below, with the highest score in the Contest Period, will be selected as the Winner of a Hyundai Creta (1.6 Base Petrol), the ex-showroom price of which will not exceed Rs. 869888/-.

### **b) Monthly Prize:-**

The selection for the Monthly Prize will be conducted as per the \*\*\*Monthly Schedule given below. One MSISDN across all Circle Groups, as per the classification of Circle-Groups\* given below, with minimum 150 points during that month, will be selected as the Winner of a bank gift card worth up to Rs. 100,000/-. One Individual winner, irrespective of MSISDNs, can get the Monthly prize only once in the contest.



**c) Daily 1<sup>st</sup>Prize:-**

The selection of the Winners for all the Daily 1st Prizes will be conducted for each day of the Contest and shall be processed after 5 working days. One MSISDN, across all Circle-Groups, as per the classification of Circle-Groups\* given below, which achieves a score of 10 points in the least amount of time, till that day during the Contest Period, will be eligible to be selected as the Winner of Mobile Recharge<sup>1</sup> worth up to Rs. 500/- for that day. The winning MSISDNs will be removed from the list of eligible MSISDNs for Daily 2nd Prize of that day. One MSISDN can win the Daily 1st Prize only once in the Contest.

**d) Daily 2<sup>nd</sup>Prize:-**

The selection of the Winners for all the Daily 2nd Prize will be conducted for each day of the Contest and after the Winners of Daily 1st Prize are selected. One MSISDN, across all Circle-Groups, as per the classification of Circle-Groups\* given below, which achieves a score of 5 points, in the least amount of time, till that day during the Contest Period, will be eligible to be selected as the Winner of Mobile Recharge worth up to Rs. 200/- for that day. One MSISDN can win the Daily 2<sup>nd</sup> Prize only once in the Contest.

**e) Surprise Day Prize:-**

One MSISDN, across Circle-Groups, as per the classification of Circle-Groups\* given below, with the highest score on the special days mentioned under the \*\*\*Special Day Schedule, will be eligible to be selected as the Winner of Smart Phone worth up to Rs.10,000/- for that day. One MSISDN can win the Special Day Prize only once in the Contest.

**f) Diwali Special Prize:-**

The selection for the Diwali Special prize winners will be conducted after 5 working days after the event. One MSISDN, per Circle-Group, as per the classification of Circle-Groups\* given below, with the highest score on the date mentioned for the event, will be eligible to be selected as the Winner of a Gold Voucher worth up to Rs.25,000/- for that day. One MSISDN can win the Diwali Special Prize only once in the Contest. The Winner is entitled to use the Gold Voucher, subject to the terms and conditions applicable to the Gold Voucher.

Diwali Date: 10th Nov 2015 for Pan India except South

Diwali Date: 11th Nov 2015 for South Circle.

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<sup>1</sup>Mobile 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 Contest 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.

**g) Special Monthly Prize (Karnataka)**

One MSISDN, across Karnataka-Circle, as per the classification of Circle-Groups\* given below, with the minimum score of 150 points on the Special Monthly Prize as per the schedule\*\*, will be eligible to be selected as the winner of Gold Voucher worth up to Rs.50,000. One MSISDN can win the Monthly Prize only once in the Contest.

One Individual winner, irrespective of MSISDNs, can get Bumper and Monthly only once in the contest.

In the selection of the Grand Prize, the Monthly Prize, the Diwali Special and the Surprise Day Prize in case of a tie in the score, one round of tie-breaker will be conducted for all the tied MSISDNs on IVR. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered. The score mentioned above will be considered only for charged questions.

- In case of a tie in the selection of any of the Daily prizes under the Contest, the Winner will be the MSISDN that has achieved the relevant score as detailed above, first in point of time, which shall be electronically recorded by an independent system of the Organizer.
- The time taken for answering a question through the IVR mode or SMS or USSD or WAP or OBD on a day, is calculated from the time OnMobile's system receives the 1st answer from an MSISDN till the time OnMobile's system receives the respective last correct answers from that MSISDN on that day, for the purposes of determining the relevant prizes under this contest, respectively. The total time taken by an MSISDN to provide the correct answers in a day, whether on IVR or SMS or USSD or OBD or WAP is used to determine the Winners for the afore-mentioned prizes.

All Subscribers who participate in the Contest are provided the option to play the Contest through IVR (as detailed in Clause 5), SMS (as detailed in Clause 6), WAP (as detailed in Clause 7) and USSD (as detailed in Clause 8) and are aware that the time taken to answer a question through SMS and USSD is recorded only upon the receipt of the SMS or USSD by OnMobile's system and not from the time that the SMS or USSD has been sent by the Subscriber. Accordingly, time taken to correctly answer the questions in a day through SMS or USSD may be more than the time that is clocked in the IVR mode.

A Subscriber is eligible to win more than one prize during the Contest Period, which means that he/she can win more than one prize provided he/she meets the above said criteria of the respective prizes and subject to Clauses 38 and 39.

If a Subscriber plays the Contest over all the channels (IVR, USSD,WAP, OBD and SMS), his/her score will only be cumulative and not exclusive for each of the channels; i.e., if the Subscriber has started playing the Contest on IVR and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS or USSD, he/she will be given the 4th question on either SMS or USSD, and if he/she answers the question correctly, his/her score will be 3. This will be the score that will be considered for the Winner selection for all the prizes.

Apart from the gratification as mentioned herein above, the organizers reserve the right to offer additional prizes if any to Subscribers at any time during the Contest Period.

Subscribers hereby agree and confirm that he/she is aware that an SMS sent by the Subscriber may not be received by the Organizers instantly due to various factors outside the control of the Organizers such as Network failure or System failure and hereby agrees not to dispute/challenge the delay caused hence. The time for recording of answer shall be the time at which the Organizer receives the answer and not the time at which the Subscriber sends an answer from his/her handset. For example – If a subscriber sends an answer at 2 PM but it was received by Organizers only at 3 PM, then 3 PM will be considered for Winner Selection. The Subscriber 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 Organizers will be considered for selecting the winner. Subscribers hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Challenge to know the winner and to claim their gratification, if any. Post winner declaration and completion of their announcement and further process as the case may be if Organizer finds that the declared winners are wrong then organizer reserves the right to declare the correct winners again and cancel the gratification of winners declared earlier.

The Subscribers shall not raise or have any claims against OnMobile or Vodafone India in this selection or determination of the Winners of all the categories of Prizes mentioned herein and neither OnMobile nor Vodafone India shall be responsible for any delays, whether related to technical snags including due to network failure, system error or any other delays in intermediate systems such as Short Message Service Center or otherwise.

#### **10. Classification of Circle Groups, and Zone Groups\*:-**

<i>S.No.</i>	<i>Circle-Groups</i>	<i>Zone</i>
1	ASSAM + NE + ORISSA + BIHAR	East
2	DELHI + HARYANA + PUNJAB + HP+ JK	North
3	GUJARAT	West
4	KARNATAKA & AP	South

5	KERALA & CH/TN	South
6	MAHARASTRA	West
7	MUMBAI + MP	West
8	RAJASTHAN	West
9	UPE & UPW	North
10	KOLKATA + WB	East

**\*\*Schedule for Monthly Prize**

Monthly Schedule		
Month	From	To
1	08-Nov	06-Dec
2	07-Dec	06-Jan
3	07-Jan	05-Feb

**\*\*\*Special Days Schedule**

No	Dates of Special Event
1	18 <sup>th</sup> Nov
2	25 <sup>th</sup> Nov
3	02 <sup>nd</sup> Dec
4	09 <sup>th</sup> Dec
5	16 <sup>th</sup> Dec
6	23 <sup>rd</sup> Dec
7	30 <sup>th</sup> Dec
8	06 <sup>th</sup> Jan
9	13 <sup>th</sup> Jan
10	20 <sup>th</sup> Jan
11	27 <sup>th</sup> Jan
12	03 <sup>rd</sup> Feb

- Without prejudice to the foregoing, the Subscribers shall not hold OnMobile, the **Independent Auditor** (defined below) or Vodafone India liable for the Winner selection process under this Contest.
- The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Contest will be witnessed by an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Winners, certify such process.

Notwithstanding anything to the contrary, the Subscribers hereby agree and confirm that they shall not raise any claims or disputes in relation to the Winner selection process and/or prizes

conducted and distributed by the Organizer and Vodafone India in different Circles, as detailed in these Terms and Conditions.

- 11.** By entering the Contest, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages including without limitation daily updates of Your score and such other updates of the current Contest, promotional updates on the current Contest or/and any such contest/s as may be active for participation during the Contest Period. Also, the Subscribers may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming contest/s for 20 days from the date of commencement of such upcoming contests. Subscribers may send STOP as an SMS to 567899 to stop receiving such updates. The process could take up to 48 hours to get activated and the Subscriber undertakes not to dispute/challenge any promotional update send by the Organizer during this period.
- 12.** All prizes will be given after deducting various taxes, license fees and charges as applicable, except as otherwise stated in writing.
- 13.** The Winners shall not be entitled to their respective prizes, 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.
- 14.** To be eligible to claim the prizes of the Contest, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement period.
- 15.** The list of Winners of the prizes shall be published on the Website, after the end of the Contest and after all Winner selection processes have been completed. The list of the Winners of the prizes will be published on <http://vodafone.contestzone.in> and [www.vodafone.in](http://www.vodafone.in) (“Website”) after the end of the Contest and after all the Winner selection process are completed. All decisions of the Organizer in respect of all transactions under this Contest, including without limitation the selection of Winners as certified by the Independent Auditor and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
- 16.** The prizes offered in this Contest will be sponsored and distributed by OnMobile or a designated third party.
- 17.** All prizes offered in this Contest are subject to availability. Organizer reserves the right, at its sole discretion, to provide alternate models or brands of the same value or issue a Bank Gift Card or Bank Gift Voucher (defined below), for the value of the prize won under the Contest after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Voucher or Bank Gift Card. Vodafone India shall not be liable for any issues arising out of, or pertaining to, such Bank Gift Card.

- 18.**After the selection and validation of the Winners of all the prizes under this Contest, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Winner(s) registered with Vodafone India, and will be given further details as to how, when and where they can redeem their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e. 080-67186344 or +91-80-49292425. The Organizer and Vodafone India shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. In the event the Winners do not answer the calls of the Organizer, an SMS will be sent to the MSISDN of the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes (“Intimation”).The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer, under the respective categories under the Contest. The prizes offered under the Contest may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Contest. In the event no special event is being conducted by the Organizer, the Winners shall be required to provide their address to which the prizes may be sent by the Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing the Contest. Delivery of prizes will be subject to the Winner giving the correct address and his/her availability there. The Winners agree that there shall be no liability on the Organizer or Vodafone India in the event the Winners cannot be contacted, on any account whatsoever. In the event that any of the Winners cannot be reached over phone or through SMS for a period of 3 days from the date of Intimation or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.
- 19.**Without prejudice to the foregoing Clause 18, any failure on the part of the Winners of the Contest to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and/or the same prize will be given to the next eligible Winner, which shall in the case of Grand Prize Winner be limited to 2 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“PAN”) of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified, shall be borne solely by the Winners and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the place specified by the Organizer.
- 20.**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.
- 21.**Neither Vodafone India nor OnMobile shall be responsible for any claims arising out of technical failures before, during, between or after the completion of this Contest, including but not limited to any technical failures in the telephone lines, mobile connectivity, any action that has been initiated, actioned or completed through the Subscribers mobile phone, delay in sending or receiving an SMS or USSD message, delay in time recorded for answering a question through

IVR, USSD and SMS mode including during the tie-breaker process, failure of servers or the failure to provide the correct Contest score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, neither Vodafone India nor the Organizer shall be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or Vodafone India.

- 22.** The Subscribers hereby agree and undertake not to hold the Organizer, Vodafone India and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of their participation in the Contest.
- 23.** Organizer, Vodafone India and their affiliates shall be entitled to use, in any manner, the details of the Subscribers, including the information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By subscribing to, and participating in the Contest, all Subscribers hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Subscribers to other Subscribers except as expressly mentioned in the Terms and Conditions herein. The Subscribers also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.
- 24.** Prize(s) shall neither be transferable nor exchangeable for cash, unless otherwise expressly agreed by the Organizer. Mere participation in the Contest shall not entitle a Subscriber to the prize. No other person or agent can claim the prize on behalf of the Subscriber, unless expressly mentioned herein.
- 25.** A Bank Gift Card acts as a pre-filled card, in which the Winner's prize amount, less TDS if applicable, is available and is given to the Winners at the discretion of the Organizers an alternative of the prize(s) subject to availability of the prize(s). This Bank Gift Card can be used / swiped as a debit card in all outlets where Bank Gift Cards are accepted. The Bank Gift Card is valid for a minimum period of 6 (six) months from the date of its issue to the Winners. The applicable terms and conditions for such Bank Gift cards shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by the Organizer, at its sole discretion, to any category of prizes.
- 26.** A Subscriber shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in clause 27 herein.
- 27.** All prizes must be claimed by the Winners, along with the documents specified herein below within the time period specified by the Organizer. The documents required to be submitted

along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):

- a. Identity proof;
- b. Address proof;
- c. Photocopy of PAN card;
- d. In case of Winner holding a post-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], self-attested copy of the latest bill issued by the operator in respect of the Vodafone India number registered with the Organizer under the Contest;
- e. In case of Winner holding a pre-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], an affidavit in the format provided by the Organizer, declaring that the Winner is the rightful Subscriber of the Vodafone India number and the same is registered with the operator in the name of the Winner; and
- f. Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable law.

**28.** Any prize of value in excess of INR 10,000/- in a year\* will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the Winner at the prevailing rate. Further, all the Winners must furnish a valid Indian PAN Card to claim the prize amount, or prize, irrespective of the value of the same, failing which the Winners' prize shall be forfeited, or the prize shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer.

\*A Subscriber earning prize in excess of INR 10,000/- in a year in aggregate from all competitions / offers/ contest(s) conducted by OnMobile Global Limited as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.

**29.** Organizer or Vodafone India is not liable for any direct or indirect costs or expenses in relation to the Contest which are to be borne by the Subscriber personally, including without any limitation applicable taxes to be borne by the Subscribers eligible for the prizes.

**30.** Subscriber may contact OnMobile at the toll free number 08049292444 regarding any queries, complaints, disputes pertaining to the Contest between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, You may send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which will be answered on working days, between Monday to Friday. All queries, disputes and complaints arising in relation to the Contest must be addressed by You in writing to OnMobile only, and Vodafone India shall not, for any reason whatsoever, entertain any communication in this regard.

**31.** Any Subscriber providing any incorrect information or concealing and/or withholding any information from the Organizer with an intent to participate and/or win any prize/s in this Contest will automatically be disqualified from participating in it and winning the different



categories of prizes under the Contest. Such act of providing incorrect information or concealing and/or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Subscriber, shall entitle the Organizer to disqualify him/her without any further intimation.

32. The Subscriber shall not have the right to claim any damages, loss or costs from the Organizer and/or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. Vodafone India and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as prize/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Contest. OnMobile and/or Vodafone India are also not liable for any defect or deficiency in the prize(s) so offered or availed by the Subscribers under this Contest.
33. Apart from the entitlement to the above prizes, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organizer, unless otherwise specified herein.
34. Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred in connection with the Contest.
35. 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.
36. The Organizer, at its sole discretion, may or may not provide a cash alternative to any of the prizes being offered in this Contest.
37. The prizes shall be handed over by the Organizer on receipt of all the documents under Clause 27, from the Winners, required to process the distribution of the prize.
38. In all contests launched by Organizer and Vodafone India jointly ("**Vodafone Contest(s)**") for the financial year 2015-16, one individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, is entitled to win prizes aggregating up to Rupees Five Lakhs only ("**Threshold Limit**"). However,
  - a. Notwithstanding the Threshold Limit, if an individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, has not achieved the Threshold Limit and subsequently wins an individual prize in the financial year 2015-16 which results in his/her cumulative winnings for the financial year 2015-16 crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2015-16. It is to be

noted that the individual Winner will be entitled to such an exception only if a prize under any Vodafone Contest in the financial year 2015-16, individually results in him/her crossing the Threshold Limit in the financial year 2015-16;

- b. Once any individual Winner, irrespective of the number of mobile connections registered in his/her name, achieves the Threshold Limit for the financial year 2015-16, he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in financial year 2015-16; and
  - c. In the event there are multiple Vodafone Contests live simultaneously, the Winner announcement of which need not follow the same order as the respective Vodafone Contest launch dates, then the order of the Vodafone Contests for the purpose of reckoning the Threshold Limit shall be as determined by the Organizer in its sole discretion, and no claims shall be made by any Subscribers in this regard.
- 39.** In all Vodafone Contests launched by the Organizer and Vodafone India jointly for the financial year 2014-15, one individual Winner, irrespective of number of mobile connections registered in his/her name, who has already won prizes totaling Rupees Ten Lakhs or more for such financial year 2014-15, will not be eligible to win prizes exceeding an aggregate of Rupees Ten Thousand or more, for the financial year 2015-16.
- 40.** With regard to the Grand Prize the Winner will be eligible for the on-road price of such prize i.e. of the Hyundai Creta (1.6 Base Petrol). The Winners eligible for such prizes will not be liable to pay any applicable charges over and above the on-road price of the respective vehicles as applicable, but shall be liable to pay applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the afore-mentioned prizes.
- 41.** The value of the prize offered as Grand Prize i.e. Hyundai Creta (1.6 Base Petrol), in this Contest shall not exceed the ex-showroom prize with net amount of Rs. 869,888/-. In case the specified model, type of the vehicle offered in this Contest as Grand Prize is discontinued or not available during or after the Contest, the Organizer shall at its own discretion offer another vehicle of the same value which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the Grand Prize of this Contest and if the price of the vehicle increases during or after the Contest or at the time of prize distribution or Winner announcement period, the Organizer will only pay the value of the vehicle that was during the launch of the Contest and the Winner has to pay or bear the extra amount. The prize amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased.
- 42.** The Gold Voucher/ Gold Card offered as the Diwali Prize/ Prize hereunder will be organized by OnMobile. The Gold Vouchers/ Gold Card may be used by the Winner to purchase gold only up to the value specified in the respective Gold Voucher/Gold Card, irrespective of the rate of conversion of gold at the time of such purchase. The Winners shall not have any claims in

matters arising from or in connection with the Gold Voucher/Gold Card and shall indemnify and keep indemnified the Organiser, Vodafone India and the third party issuing the Gold Voucher/Gold Card. The respective Gold Vouchers/Gold Card may be used only in stores accepting the Gold Voucher/Gold Card as will be detailed in the Gold Voucher/Gold Card. You acknowledge and agree that the amount mentioned in the Gold Voucher/Gold Card may not be fully utilized, subject to change in the rates and related antecedents to such Gold Voucher/Gold Card; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the prize money for using the Gold Voucher/Gold Card at the time of purchase and You shall not claim any reimbursements from the Organiser and/or Vodafone. You hereby agree that the Gold Vouchers/Gold Card are at all times subject to the terms and conditions mentioned in the respective Gold Voucher/Gold Card and will be applicable to be used only for a limited period as detailed in the respective Gold Voucher/Gold Card. The purity of the gold being offered as prize in this Contest will be of 22 carat certified gold. The Gold Voucher/Gold Card which may be given to the Winner as a prize shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source ("TDS") @ 30.99% or as applicable from time to time and applicable Value Added Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold.

- 43.** This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of similar nature.
- 44.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 45.** Questions and their answers are sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. The facts are based on largely known facts and any exceptions are not considered. In the event of any discrepancy and/ or dispute regarding the questions or answers, OnMobile, Vodafone India and/or any third party involved shall be liable towards any Subscriber in any manner.
- 46.** Organizer or Vodafone India or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Contest.
- 47.** Vodafone India and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at their sole discretion at any time during its

validity as may be required including in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscribers from the time of its posting on the Website. 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 Contest. Your continued participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.

- 48.** This Contest is being made purely on a “best effort” basis and participating in this Contest is voluntary.
- 49.** This Contest contains factual references to the names of certain companies, products and individuals. The Organizer or Vodafone India makes no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
- 50.** The employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in this Contest.
- 51.** Vodafone India and/or Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates without consent of the Subscribers.
- 52.** The Organizer and/or Vodafone India 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 India to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 53.** 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.
- 54.** Organizer and/or Vodafone India does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.
- 55.** Organizer’s and/or Vodafone India officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the Contest.
- 56.** You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link and Website, and all material or content related to the Contest shall remain, at all times, owned by OnMobile, Vodafone India or

their respective owners. 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 and/or content on this Website, WAP Link and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

- 57.** These Terms and Conditions are subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to the Contest as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Subscribers.
- 58.** Subject to any applicable law (a) warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Vodafone India and/ or OnMobile including, but not limited to, meeting of the Subscribers requirements or aspirations, delay in sending or receiving an SMS or USSD message, delay in time recorded for answering a question through voice mode or SMS or USSD mode including during the tie-breaker process due to technical snags including network failure or system error or otherwise, timeliness, security, the results or reliability of any scheme, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through any of the contest or any transactions effected through the Contest; (b) The Subscriber expressly agrees that his/her participation in the Contest offered by Vodafone India is at the his/her 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 Contest shall be construed to mean the giving of any warranty of any kind by Vodafone India or OnMobile.
- 59.** The Subscribers participating in the Contest shall indemnify and keep indemnified Vodafone India and OnMobile 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 OnMobile 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 India and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. The Organizer, Vodafone India 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.

- 60.** Neither Vodafone India nor OnMobile is responsible nor guarantees the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Contest.
- 61.** Nothing in the Contest shall affect any intellectual property rights of Organizer or Vodafone India or any of its affiliates in any service made available on the Website.
- 62.** The Winner's name will be announced as registered in the system of Vodafone India.
- 63.** Failure by the Organizer to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of the Organizer shall at all times be binding and final.
- 64.** The provisions of this service, the Contest and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.
- 65.** These Terms and Conditions are subject to laws of India, and subject to the Clause 66, the Courts at Mumbai shall have exclusive jurisdiction.
- 66.** Any disputes or any matter arising here from will be referred to arbitration, in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996 and shall be conducted by a sole arbitrator to be appointed by Vodafone India, whose decision shall be final and binding on the parties to the dispute. The arbitration proceedings shall be conducted in English language and the venue of arbitration shall be Mumbai.