

TERMS AND CONDITIONS GOVERNING THE COMPETITION
“Unofficial Sponsor of Fans™ - FANTastic Breaks Competition”

A. INTRODUCTION

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.

THE COMPETITION IS AN OPTIONAL SKILL BASED COMPETITION CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE INDIA LIMITED AND VODAFONE MOBILE SERVICES LIMITED, (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE INDIA”).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID OR PREPAID SUBSCRIBER PARTICIPATING IN THE **VODAFONE Unofficial Sponsor of Fans™ - FANTastic Breaks Competition** (HEREINAFTER “**COMPETITION**”). THE COMPETITION SHALL BE LIVE FROM 7th APRIL 2018 TO 27th MAY 2017, BOTH DAYS INCLUSIVE, (HEREINAFTER REFERRED TO AS “**COMPETITION PERIOD**”). THE ELIGIBLE SUBSCRIBER/S PARTICIPATING IN THE COMPETITION SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONSENT BY PARTICIPATING IN THE 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 COMPETITION.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being an Eligible Subscriber has participated in the Competition.

B. DEFINITIONS

a. “Subscriber” shall mean the rightful user of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Competition and accept the terms applicable herein.

b. “Active Subscriber” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone India on a regular basis for purposes other than to participate in any offer or Competition offered by Vodafone India.

c. The Competition is open for all Active Subscribers who satisfy the eligibility criteria mentioned herein and who belong to the Vodafone India Telecom Service Areas (“Circle(s)”) as mentioned herein

d. For the purposes of these Terms and Conditions wherever the context so requires “You” or “Your” shall mean any natural person, who being an Eligible Subscriber has participated in the Competition.

e. "Eligible Subscriber" shall mean an Active Subscriber of Vodafone India satisfying the following criteria at the time of participation and during continuation of Competition:—

i. He/she must be of at least 18 years of age;

ii. He/she must be a citizen of India;

iii. He/she must be an Active Subscriber of Vodafone India;

iv. He/she must belong to any of the telecom service areas mentioned below;

v. He/she must not be of an unsound mind; and

vi. He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.

vii. He/she must not have been subject of any criminal proceeding;

viii. not have any outstanding dues payable to VODAFONE INDIA on account of the mobile connection.

ix. Further, Eligible Subscribers who participate in the Competition and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition 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 winning mobile number, Vodafone India reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

x. A Subscriber shall be considered ineligible if he/she does not confirm to the conditions as stipulated in these Terms and Conditions, or does not provide any of the required documents as stipulated herein.

xi. Vodafone India reserve the right, at any time, to unconditionally disqualify any Eligible Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by Vodafone India 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 Vodafone India shall at all times be binding and final.

xii. The employees of Vodafone and of its group companies, affiliate or associate companies and their relatives/ dependents shall not be eligible to participate in this Competition. If found otherwise, then Vodafone India reserves the right to forfeit the prize. If an employee of Vodafone India leaves the organization when the Competition is launched or leave during Competition Period / before Winner list announcement / after Winner's list is announced, the employee will not be eligible to participate in the Competition.

xiii. By virtue of participation in this Competition, the Subscriber agrees to the Terms and Conditions, set out herein. A Subscriber shall be considered ineligible if he/she does not confirm to the conditions as stipulated in these Terms and Conditions, or does not provide any of the required documents as stipulated herein.

C. **COMPETITION PERIOD**

- a) This is a limited period Competition commencing on 7th April 2018 at 2000hrs on USSD, and on 7th Apr at 20:00:00 hrs for all Subscribers on Facebook;
- b) End of Competition: Competition will end on 27th May 2018 (“End Date”) at 23:59:00 hrs unless extended by Vodafone India and communicated explicitly.
- c) Vodafone India reserves the right to extend or shorten the Competition Period, as it deems fit.

D. **COMPETITION AREA**

The Competition is valid across all the telecom service areas in India as specifically mentioned in Annexure I, except Chennai, Jammu & Kashmir and Tamil Nadu Telecom Service Areas. In other words, Subscribers from Vodafone India’s Chennai, Jammu & Kashmir and Tamil Nadu Telecom Service Areas will not be allowed to participate in the Competition. If, in any State and/or territory or part thereof, the running of this Competition is prohibited as per local rules or laws, the Eligible 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 Vodafone India, in this regard

Note: Notwithstanding the foregoing, if the operation of or participation in the Competition 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 Competition. No further notice shall be given by Vodafone India in this regard.

E. **COMPETITION DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

- a) **Modes of entry in the Competition:** An Eligible Subscriber may participate in the Competition through any of the following two modes:
 - i. Eligible Subscriber can Dial *202# to participate during the match breaks
 - or
 - ii. Login on to <https://www.facebook.com/zoozoo/>
- b) **Competition Description:**
 - i. During the Competition period, 2700 questions that will be released by Vodafone India.
 - ii. Based on the answers received from Eligible Subscribers:
 - 1. One winner will be selected for every match break.
 - 2. One winner will be selected for every match (“Mega Prize winner “). Mega Prize Winner will be selected basis the maximum number of correct questions answered in a match and
 - 3. One winner will be selected from any one of the matches basis the maximum number of correct questions answered in the selected match during the Competition Period (“Bumper Prize Winner”).

- c) In case a match has been considered for selecting the bumper prize winner, such match will not be considered for selecting a Mega Prize Winner.
- d) The selection of a winners will be conducted by an independent auditor subject to the selected Eligible Subscriber answering the maximum questions correctly while playing the Competition.
- e) The decision of the independent auditor in this regard shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by Vodafone India.
- f) Without prejudice to the foregoing, the Eligible Subscriber shall not hold the independent auditor or Vodafone India liable for the Winner selection process under this Competition.

F. PRIZES AND WINNER SELECTION PROCESS

Rewards and Benefits : One selected winner of each match break and the winner of each match shall receive a congratulatory call from Vodafone India

- a) Winner of every match break will be eligible for Rs.1000/- e-voucher which will be sent to the winner's email id as confirmed by the winner during the congratulatory call.
- b) Mega Prize Winner of every match will be eligible for an iPhone7("Mega Prize").
- c) Bumper Prize Winner shall be eligible for a Trip to Lord's Cricket Stadium, London. It is clarified that :

1. The Bumper Prize includes:

- i. Two tickets (to and fro) to London (can be any airport of London) for the Bumper Prize Winner. Flight Tickets will be issued through an external travel agency & will be subject to all the external travel agency's terms & conditions. Any queries, complaints, issues related to such flight tickets to be directly addressed by the external travel agency and it is agreed and understood that Vodafone shall not be responsible and liable for any queries, complaints, issues related to such travel vouchers. All other additional expenses related to the accommodation stay, food, or travel have to be solely borne by the Bumper Prize Winner.
- ii. Match tickets for 2 people for 1 International match at Lord's.
- iii. Vodafone India shall not be responsible and liable for any queries, complaints, issues related to flight and match tickets and it shall be addressed by the respective airline and match authority. No complaints, claims, correspondence or communication shall be entertained by Vodafone India in this regard. Vodafone India has no role in such issues.

2. The Bumper Prize shall not include:

- i. Any VISA Fees
- ii. Transfer to and fro the airports
- iii. Any accomodation/ lodging anywhere

- iv. Any meal at any time
 - v. Any other expenses of any nature whatsoever.
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- 3. If the Eligible Subscriber who has selected as a Bumper Prize Winner does not have a valid passport, he/she shall not be eligible as Bumper Prize Winner.
 - 4. Vodafone India shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the Mega Prize Winners while availing the benefits of the Prizes.
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- 1) VODAFONE INDIA shall not be responsible for third party products, services and offers.
 - 2) Unless otherwise stated herein, the selection of Winners will be conducted by an independent auditor subject to the Eligible Subscribers answering a question correctly during a call placed by an agency. Decision of the Agency & Auditors, appointed by VODAFONE INDIA in this regard, shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA.
 - 3) The process of selecting the winners would be done by an independent auditor. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA. The winners would receive a congratulatory call from Vodafone's outbound calling agent which may be recorded or could be call from a representative of the official agency appointed by Vodafone, informing about their selection as winner and prizes under Competition. In the said call the selected winners will be asked for their email id, personal social media handles, identity proof and address proof.
 - 4) The prize will be rolled over to next Eligible Subscriber or forfeited, at the sole discretion of Vodafone India and Winner agrees to surrender the prize if:
 - i. The Winner does not claim the prize or fails to submit all necessary documents within 24hours of announcement of winner; or
 - ii. The Winner does not submit TDS (if applicable) amount within 20 days of receipt of information from Vodafone India.
 - iii. In all cases or any issues related to Winner's liability on TDS amount, Vodafone India's decision will be final.
 - 5) Post completing the documentation process, the Winner will be informed (through telecalling) regarding the modalities of the prize and distribution thereof. Delivery of Mega Prize will be subject to the Winners giving the correct address and his/her availability there. In the event, the prize cannot be delivered due to reasons beyond the control of Vodafone India, the Winners shall collect them from the nearest place, specified by representative of Vodafone India, at their own cost. Vodafone India will not be liable to reimburse the cost so incurred by Winner - whether travel, accommodation or any other cost.
 - 6) The delivery of Bumper Prize (Trip to Lord's) will be basis all the details required and correctly shared by the Bumper Prize Winner. In the event, the Bumper Prize Winner fails to provide required details for booking of tickets, or doesn't have valid Passport or does not manage to secure the VISA, the Bumper Prize will not be issued to him/her. Vodafone India reserves the right to declare to other Eligible Subscriber as Bumper Prize Winner.
 - 7) All prizes will be given after deducting various taxes, license fees and charges as applicable except as otherwise stated in writing.

- 8) All decisions of Vodafone India in respect of all transactions under this Competition, 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. Vodafone India has no role in the selection of Winners or prizes in this Competition.
- 9) All prizes offered in this Competition are subject to availability. Vodafone India reserves the right to provide alternate models or brands or colour of the same value or any lesser value nearest to the original value, for any of the prize/s under different categories mentioned in the Terms and Conditions. Also, no request for any upgradation in the prize offered shall be entertained by the Vodafone India. Model or brand or colour for alternate prize will be decided by Vodafone India at its sole discretion, any choice of Winner in respect to model or brand or colour will not be considered in any case.
- 10) Mere participation in the Competition shall not entitle an Eligible Subscriber to the prize. No other person or agent can claim the prize on behalf of the Eligible Subscriber. Except in cases where Vodafone India approves the representative to claim/collect the prize and the representative furnishes the documents as may be required by Vodafone India.
- 11) Without prejudice to the foregoing, under no circumstance shall the Winners of the Competition be entitled to redeem any category of prize for cash.
- 12) All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by Vodafone India. 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 or by Vodafone India*):
 - Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc).
 - Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc).
 - One passport size photo.
 - Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner).
 - Post paid bill (for post paid user) (additional document).
 - PAN card copy self attached
 - In the event the number is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit:
 - No Objection Certificate and
 - Authorization letter of the employer.
 - Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable laws.
 - Every Winner has to provide his/her photograph and detail interview while receiving prize.
- 13) In the event, it is found or comes to the knowledge of Vodafone India that Eligible Subscriber and/or Winner submitted inaccurate/misleading details/or information as requested by Vodafone India as stated herein or in future course of action, Vodafone India reserve the right to forfeit the prize handed over to the Winner(s) and/or to be handed over to Winner(s) and take the required legal action against them.
- 14) Vodafone India is not responsible for guarantees or warranties of the quality of the goods or services being offered as prizes nor is liable for any defect or deficiency of such goods or services so awarded to the Winners under this Competition. Eligible Subscriber further understands that

the goods provided as prize may carry manufacturer's guarantee and in case of any deficiency in the goods, Winners will contact the manufacturer only.

- 15) Vodafone India is not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Eligible Subscriber personally, including without any limitation the costs of collecting prizes or applicable taxes to be borne by the Eligible Subscriber entitled to the prize.
- 16) The Eligible Subscriber shall not have the right to claim any damages, loss or costs from the Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. Vodafone India is not liable for any loss or damage of any nature whatsoever if incurred by the Eligible Subscriber in connection with the Competition.
- 17) The prizes shall be handed over by Vodafone India on receipt of all the documents, from the Winners, required to process the distribution of the prize, and satisfactory verification thereof by Vodafone India.
- 18) Questions and their answers are designed/ sourced by Vodafone India or Vodafone India third party agency, as per their best knowledge and information available in public at large and have been collected and framed with reasonable prudence. The answers are based on largely known facts and any exceptions are not considered. In the event of any discrepancy / dispute regarding the questions or answers, Vodafone India shall not be liable towards any Subscriber in any manner.
- 19) All incidental costs, expenses, taxes or levies related to the Prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), Insurance, registration fees and any other taxes applicable by the Central, State or Municipal government. To avail and/or use the prize, Winner shall be solely liable for all applicable regulatory and statutory compliances including but not limited to any costs involved. The Eligible Subscriber /s who have won the Prize(s) (including those participants (if any) from towns/ villages) have to make their own arrangements for travel, accommodation to claim the Prizes. Vodafone India is not responsible for the same or any cost of travel and accommodation incurred by any of them.
- 20) Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone India, unless otherwise expressly provided hereunder.
- 21) The Winner's name will be announced by Vodafone India as registered in the system of Vodafone India.
- 22) The Winners shall not be entitled to their respective prize, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an Active Subscriber of Vodafone India on the date of claiming the prize/s.
- 23) In event of the death of the Winner, the prize if any may be awarded by Vodafone India to the legal heirs/successors of the deceased Winner at sole discretion Vodafone India. Vodafone India shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors as it deems fit.
- 24) Vodafone India reserves the right to forfeit the prizes under the following circumstances:
 - i. If documents as mentioned herein are not submitted within 24 hours
 - ii. If TDS (if applicable) not submitted within 20 days.

- iii. If documents provided are found to be inaccurate/misleading.
- iv. If Winner is unwilling to claim/accept the prize.
- v. If the Winner is not reachable over phone.

- 25) If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number. Any failure on the part of the Winner to comply with directions issued by Vodafone India for claim of prize shall entitle Vodafone India to forfeit the prize(s) or roll the prize over to the next eligible Winner, at their sole discretion.
- 26) Prizes will be delivered against production of valid documents evidencing identity of Winners;
- 27) Winner will be decided basis above mentioned method by Vodafone India. By participating in the Competition the Eligible Subscriber agrees to be bound by the winner selection process adopted by Vodafone India & shall not raise any dispute in this regard in any manner whatsoever.
- 28) The winners on receiving the congratulatory call pronouncing them as Winners of the COMPETITION will be required to confirm their (i) acceptance of the Rewards & Benefits(ii) email id, (iii) postal address etc. immediately on receiving information about the same, to Vodafone India appointed agency's outbound calling agent. Vodafone India reserves the right to replace the winner of the Competition in case of non-receipt of the said confirmation on the spot or non-receipt of any positive response from the said winners during the said congratulatory call. Further if the winner post confirmation does not share aforesaid personal details esp email id, postal address etc., then Vodafone India reserves the right to replace the winner with some other winning Eligible Subscriber at Vodafone India's sole discretion. The Eligible Subscribers understand and agree that their Vodafone mobile number shall be available all the times during the Competition Period and in case the winner is non-contactable for any reason whatsoever, he/she shall be solely responsible for his/her rejection and VODAFONE INDIA shall not be anyway liable for the same.

G. MODIFICATION OF TERMS AND CONDITIONS

- a) Vodafone India reserves the right to modify these Terms & Conditions of the Competition or any part thereof at any time during the Competition Period and without prior notice to You, including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion as may be required including in view of business exigencies, and/or changes by TRAI, Department of Telecom (DOT), changes by regulatory authorities, statutory changes and for other reasons beyond its control.
- b) If Vodafone India modify these Terms, the latest revised version of the Terms and Conditions shall be effective and binding on the Eligible Subscribers from the time of its posting on the Website <http://www.vodafone.in/discover/music-videos-and-more/competitions-mumbai> (the "Site"). 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 Competition. Your continued participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.

H. WITHDRAWAL OF COMPETITION

Vodafone India reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Competition at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the Eligible Subscribers.

I. DISCLAIMER

- a) You agree that this Competition is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Competition is voluntary and You expressly agree to participate at your sole risk. Vodafone India shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Competition.
- b) To the extent you choose to participate in this Competition, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone India, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Competition or arising otherwise.
- c) Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Vodafone India including, but not limited to, meeting of the Eligible Subscriber’s requirements or aspirations, timeliness, security, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process due to technical snags including network problems or system error, the results or reliability of the Competition, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition; (b) The Eligible Subscriber expressly agrees that his/her participation in the Competition is at the Eligible Subscriber’s sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Competition shall be construed to mean the giving of any warranty of any kind by Vodafone India.
- d) Vodafone India reserves the right to change, suspend, remove, or disable access to the Competition at any time without notice. In no event will Vodafone India be liable for the removal of or disabling of access to the Competition. Vodafone India may also impose limits on the use of or access to the Competition, in any case and without notice or liability. Under this Competition, Vodafone India’s responsibility shall only be limited in providing Telecom Service on Vodafone India’s network for Eligible Subscribers participating in this Competition.
- e) Vodafone India shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process, any action that has been initiated, actioned or completed through the Subscriber mobile phone, failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags or

resultant inability of the listener for participation. Further, Vodafone India shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone India.

- f) Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Competition will be the sole liability of the manufacturers, providers or dealers of the said prizes. Vodafone India will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Subscriber.
- g) The Eligible Subscriber shall indemnify and keep indemnified Vodafone India and its 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 Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Eligible Subscriber under the Terms and Conditions, any failure by the Eligible Subscriber participating in the Competition to comply with applicable law, any infringement of intellectual property rights of Vodafone India and any third party claim in respect of misuse of any information of a third party. Vodafone India shall have the right to defend themselves, pursuant to this Clause, at the cost of the Eligible Subscriber.
- h) Vodafone India nor any of its group entities or affiliates, their respective directors, officers, employees, agents, vendors, representatives, shall not be liable for any action, claim, demands, losses, cost, charges, expenses or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life) or incurred or claim to suffer, by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prizes offered or on account of their participation in this Competition.
- i) Any attempt by an Eligible Subscriber to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, the Vodafone India reserve the right to seek damages from any such Eligible Subscriber to the fullest extent permitted by law.
- j) Vodafone India does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Eligible Subscribers.
- k) Vodafone India and its officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Eligible Subscriber in respect of the Competition.

J. INTELLECTUAL PROPERTY RIGHTS

- a) You, the Eligible Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Competition shall remain, at all times, owned by Vodafone India or its 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/ content on this Website, WAP Link or any information disseminated by SMS or any other means of communication is strictly prohibited.
- b) Nothing in the Competition shall affect any intellectual property rights of Vodafone India or any of their affiliates in any product or service made available on the Website.

- c) By participating in the Competition, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and to any third party content licensor to Vodafone India that is made available through the Competition.
- d) The Winners of the Competition shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the process of collecting contact details from them and distribution of prize and the winners hereby indemnify and shall keep indemnified, VODAFONE INDIA, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehaviour, misconduct, unlawful acts, actions/inactions etc. of the winners.

VODAFONE INDIA 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 benefits of the Rewards & Benefits. Further, VODAFONE INDIA shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the Rewards & Benefits/s.

You agree to indemnify VODAFONE INDIA, its directors, officers, employees, agents and/or its affiliates against all actual claims, liabilities, expenses, costs, loss or damage of whatsoever nature, arising out of or in connection with the breach of these terms and those terms agreed by the Eligible Subscriber including but not limited to those stated in the Customer Application Form ('CAF') / Customer Information Form ('CIF'). In case there are any points or clauses stated herein that contradicts those specifically agreed in the CAF / CIF, then the terms stated in the CAF / CIF shall prevail.

K. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND PARTICIPATION IN THE COMPETITION REMAINS WITH YOU. NEITHER VODAFONE INDIA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT ("PROVIDERS") WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE COMPETITION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VODAFONE INDIA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VODAFONE INDIA NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VODAFONE INDIA NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE COMPETITION. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE COMPETITION, OR WITH ANY OF THESE TERMS, OR FEEL VODAFONE INDIA HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE COMPETITION.

IN NO EVENT WILL VODAFONE INDIA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE COMPETITION EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VODAFONE INDIA FOR PARTICIPATION IN SUCH COMPETITION IN THE TWELVE (12) MONTH TIME PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE ALLEGED CLAIM OR ONE THOUSAND RUPEES (RS 1000). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VODAFONE INDIA AND YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT VODAFONE INDIA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

L. GENERAL TERMS AND CONDITIONS

- a) By participating in this Competition, You confirm that you have read understood and agreed to conform to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that you have submitted while participating in the Competition.
- b) This awards/prizes under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
- c) The provisions of this service, the Competition and any other promotional endeavour may not be used for any commercial purpose by any Eligible Subscriber.
- d) Rule Violation: Based on all the above mentioned rules in the Terms and Conditions if any rule is violated due to any technical reason then no extra benefit will be granted to the Eligible Subscriber.
- e) Points obtained in this Competition will be valid for this Competition only & will not be carry forwarded for new or any other competition.
- f) The Eligible Subscriber may contact Vodafone India customer care for any queries/complaints All disputes must be addressed by the Eligible Subscriber in writing to Vodafone India directly. Further, any information that the Eligible Subscriber may request in connection with the Competition, may be provided by Vodafone India to the Eligible Subscriber, at the sole and absolute discretion of Vodafone India, depending on the nature of the information requested, and any such information may be provided only during the Competition Period. No such request shall be entertained thereafter. Vodafone India further clarify that any information requested by any Subscriber shall only concern that Subscriber and under no circumstances will the Vodafone India provide confidential information or information pertaining to other Subscriber (s).
- g) You further acknowledge and agree that the name of the winner of the Competition may be published on the website www.vodafone.in or on Vodafone India's digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by Vodafone India. The Winner shall be individually contacted on the respective Vodafone number as per Vodafone India's record (the number from which the SMS has been sent or shared on Facebook. This Competition is available to Eligible Subscribers who have a valid Vodafone India mobile connection during the Competition Period.
- h) You hereby authorize Vodafone India to collect your personal information including name, address and mobile number etc. and social media profiles/handles and share with its partners during the Competition period.

- i) The Winners of the Competition agree to abide by all rules and regulation Vodafone India and as shall not use their winner status, Rewards and Benefits, Vodafone's name, logo etc. for any promotional purposes in association with any other brand or company
- j) Upon participating in the Competition, the Eligible Subscribers confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Competition and engagement calls / sms, promoting the new competition. Eligible Subscriber's interest to receive promotional messages for the Competition will be valid for all upcoming competitions organised by Vodafone India.
- k) The Eligible Subscriber hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Eligible Subscriber (including Eligible Subscriber's name and photograph etc.) shall be used by Vodafone India and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India's brand.
- l) **Force Majeure** – This Competition is 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 ("Force Majeure Event"). Vodafone India shall not be liable for any delay or adverse effect caused to Eligible Subscribers as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Eligible Subscriber.
- m) Vodafone India may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the Eligible Subscriber .
- n) Vodafone India and its affiliates shall be entitled to use, in any manner, the details of the Eligible Subscriber and Winner including the Information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Competition, all Eligible Subscribers consent to the following information relating to them to be exchanged between Vodafone India, its vendors and/or published or otherwise communicated to in any media that Vodafone India may deem fit, for the purpose of Winner announcement: name, mobile phone number, score and/or photograph. The Eligible Subscriber also hereby agree to the same. Vodafone India may, at its discretion, choose not to disclose the identity of the Eligible Subscriber to other Eligible Subscriber unless expressly mentioned herein. Eligible Subscriber' personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- o) The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form i.e. Enrolment Form filled at time of SIM Activation of mobile connection. This Competition is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- p) You agree that Vodafone India has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.
- q) By participating in the Competition, You confirm that you are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between

you and Vodafone India and you are acting voluntarily, using your own time and resources to participate in this Competition, solely at your own risk.

- r) This Competition may contain factual references to the names of certain companies, products and individuals. 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.
- s) These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Mumbai. The language of Arbitration Proceeding shall be English.

Annexure I

Name of Vodafone Entity	Respective Circles in which they operate	Circles for which entries from participants shall be considered for the Competition(Yes / No)
VM SL	Delhi	Yes
	Punjab	Yes
	Haryana	Yes
	Uttar Pradesh East	Yes
	Uttar Pradesh West	Yes
	Himachal Pradesh	Yes
	Jammu Kashmir	NO
	Kolkata	Yes
	West Bengal	Yes
	Bihar	Yes
	Orissa	Yes
	NE	Yes
	MP	Yes
	Assam	Yes
	Rajasthan	Yes
	Gujarat	Yes
	Maharashtra & Goa	Yes
	Andra Pradesh	Yes
	Karnataka	Yes
	Kerala	Yes
Chennai	No	
Tamil Nadu	No	
VIL	Mumbai	Yes