

#### TERMS AND CONDITIONS-FESTIVAL BONANZA COMPETITION

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS "FESTIVAL BONANZA COMPETITION". BY PROCEEDING WITH PLAYING THE FESTIVAL BONANZA COMPETITION, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE FESTIVAL BONANZA COMPETITION.

- 1. "FESTIVAL BONANZA COMPETITION" (hereinafter referred to as the "Competition") conceptualized, organized and conducted for the Subscribers of Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited and Vodafone Spacetel Limited (hereinafter referred to as "Vodafone India") by OnMobile Global Limited (hereinafter referred to as "OnMobile" or as 'Organizer') and is launched as part of the WAP Competition Pack and the competition is valid during the period from 11th October 2013 00:00:01 hrs to 9th December 2013 23:59:59 hrs (hereinafter referred to as the "Competition Period"). The Organizer reserves the right to extend or shorten the Competition Period, as it deems fit from time to time and any such change shall be published on the Website (as mentioned below).
- 2. The Competition is valid for all Valid Subscribers¹ i.e. both prepaid and/or postpaid category subscribers of Vodafone India (hereinafter referred to as "Subscribers²") residing in India who are of or above 18 years of age and subject to their acceptance of other eligibility conditions under the WAP Competition Pack, in the below given 21 circles\* (as per the below schedule for circles) who successfully subscribe for the WAP Competition Pack (hereinafter referred to as "Participant") by following the subscription process mentioned hereunder. Participating in this Competition by Subscribers of the WAP Competition Pack is optional. The Competition will be available only in English.

S.No.	Circle*	Zone**
1	AP	South
2	ASSAM	East
3	NE	East
4	BIHAR	East
5	DELHI & J&K	North
6	GUJARAT	West
7	HARYANA	North
8	KARNATAKA	South
9	KERALA	South
10	KOLKATA	East
11	MAHARASTRA & GOA	West
12	MP	West
13	MUMBAI	West
14	ORISSA	East
15	PUNJAB	North
16	HP	North
17	RAJASTHAN	West
18	UPE	North
19	UPW	North
20	WB	East

<sup>&</sup>lt;sup>1</sup> Valid Subscriber means a pre-paid or post-paid category of Subscriber of Vodafone India who has valid Subscription of Vodafone India mobile telephony services as per Law.

<sup>&</sup>lt;sup>2</sup> Subscriber shall mean the rightful user of the a Vodafone India connection, pre-paid or post- paid in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the user number / connection 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 Competition, receive the prizes and accept the terms applicable for the Competition.



21	TN & CH	South

- **3.** A Subscriber by subscribing to the WAP Competition Pack and participating in the Competition, hereby agrees to the terms and conditions mentioned below and gives his/her irrevocable consent to the procedure for winner selection of the Competition as set out herein, and any appropriate changes that may be made to this Competition by the Organizer 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.
- **4.** For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who is a WAP Competition Pack Member and the terms of the WAP Competition Pack shall be deemed to be incorporated herein to this Competition.
- **5.** Also, by participating in this Competition, 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 Competition 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 Competition, solely at Your
  own risk; and
- Warrant that prior to entering to the Competition, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein and the terms and conditions under WAP Competition Pack.
- **6.** Participation in the Competition will be construed as an acknowledgement and acceptance of the terms and conditions set out herein and further agreed to be bound by the terms and conditions stated herein.
- 7. These Terms and Conditions for the Competition may also be available on the website at the following address: <a href="www.vodafone.in/competition">www.vodafone.in/competition</a> and <a href="wodafone.contestzone.in">vodafone.contestzone.in</a> ("Website"). The Terms and Conditions of the Competition can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.

# 8. Procedure and Eligibility to participate in the Competition:

This Competition is valid for Participant who fulfill the following eligible criteria:

- For Prepaid Subscribers Subscribers must have the minimum requisite balance of Rs 2, to be eligible for being considered for the Bumper, Weekly, Daily Prize and other such prizes as applicable under the Competition hereunder;
- He/she must not have any been either convicted and / or prosecuted for commission of any criminal
  offence nor be of an unsound mind; and
- He/she 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 Winner of each category of prizes under the Competition will be the registered Vodafone India Subscriber of the winning mobile phone number and not merely the player using such mobile number. 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.



## 9. Subscription Process:

- a) Member can subscribe to the WAP Competition Pack by logging on to <a href="http://10.10.5.215/2159">http://10.10.5.215/2159</a>, through SMS by sending KHEL to the toll free number 111/144, through USSD string by dialing \*567\*969# and through OBDs.
- b) Only Vodafone India Subscribers who have subscribed and become a member of the WAP Competition Pack (refer clause 2 above) will be eliqible to participate in the Competition (hereinafter referred to as "Participant").
- c) If a member wants to unsubscribe from the WAP Competition Pack then it can be done by sending CAN KHEL to 111 or 144 or clicking on the WAP link http://10.10.5.215/2159.

# 10. Charging:

- a) There is no charge for subscription to the WAP Competition Pack. The Subscribers of the WAP Competition Pack will be charged only in case he/she participates on the Competition days. On non-Competition days, Subscribers will not be charged.
- b) GPRS browsing charges will be applicable as per the Subscriber's data plan availed by those Subscriber's subscribing and/or playing the Competition on WAP.
- c) All Participants on the first day of the Competition will be charged Rs. 5 per day from that day onwards of the Competition Period.
- d) All Participants who subscribe to the WAP Competition Pack, after the Competition starts, will be charged Rs. 5 per day from such date onwards and all such days during the Competition.
- e) On subsequent days, the system will try to charge all subscribed Participants Rs. 5, irrespective of successful charging or failure the previous day. Once charged, the amount will not be refunded to the Participants under any circumstances.
- f) Subscribers who do not have Rs. 5 balance will be charged Rs. 3 and Subscribers who do not have Rs. 3 balance will be charged Re. 1 for that particular day in accordance with point 10. (g).
- q) Based on the amount charged, the Participants will be allowed to answer questions as below for that particular day.
- Participants that are charged Rs. 5 will get to answer 7 questions.
- Participants that are charged Rs. 3 will get to answer 5 questions.
- Participants that are charged Re. 1 will get to answer 3 questions.
- h) If the charging is successful, the Participant will get a confirmation SMS and WAP Push with the short URL on which he/she can participate in the Competition.
- i) All Participants will be charged from the first day of the Competition, or the day he/she subscribes to the WAP Competition Pack, as applicable, till the end of the Competition, or the day till he/she unsubscribes from the WAP Competition Pack, whichever happens first.

### 11. Competition:

- Competition will be available at <a href="http://10.10.5.215/2159">http://10.10.5.215/2159</a> for all Subscribers of the WAP Competition Pack.
- Participants will be allowed to play the Competition, only after subscribing to the WAP Competition Pack and after being charged for the day. The scores of days on which an MSISDN has been charged will only be considered for the winner selection.



- The Competition consists of a total of 420 questions, with 2 answer options each. Participants have to click on the 1st option or 2nd option, to answer the question.
- Every day, all charged members of the WAP competition Pack will be sent the 1st question of the day as an SMS with the WAP link. Members can answer the question by clicking on the link. If a Member has already started answering the questions for that day, she/he will not be sent the 1st question as an SMS.
- The Participant will get only one chance to answer the question. Once the Participant has answered a question, he/she will be taken to the next question whether the answer is wrong or right.
- For every right answer the Participant will get 1 point. There is no negative marking for a wrong answer.
- If a Participant stops playing the Competition after answering the nth question then when s/he comes back on the same day, s/he will be given the (n+1)th question.
- Irrespective of whether or not the Participant has answered all the questions on a particular day, when s/he accesses the URL on the next day, s/he will be given the first question of that day.
- The 1st question will be constant for all Participants, while the remaining questions of the day will be played randomly.
- The Participant will be given the questions one after the other till s/he finishes answering all the questions for that day.
- There will be a black-out time for the Competition every day between 11:45 PM and 12:15 AM of the next day. This black out time will be communicated to all subscribers at the time of subscription. During this time the Participants will not be allowed to play the Competition.
- If a Participant wishes to unsubscribe from WAP Competition Pack, it can also be done by sending CAN KHEL as an SMS to 144 or 111 or by going on <a href="http://10.10.5.215/2159">http://10.10.5.215/2159</a>.
- Participation will be open only in the above mentioned circles of Vodafone India and roaming subscribers will be barred from subscribing and participating.

### 12. Winner Selection Criteria:

### a) Bumper Prize:

The selection for the Bumper Prize will be conducted after the Competition Period. One MSISDN per zone\*\* with the minimum cumulative score of 210 points, in the least amount of time, during the Competition Period will be selected as the winner of **Samsung 253LTR double door refrigerator and LG 32LN5120 32 inches LED Television**. The winning MSISDNs will be removed from the list of eligible MSISDNs for the 1st Prize.

# b) 1st Prize:

The selection for the 1st Prize will be conducted after the Competition Period and post the Bumper Prize winners are selected. One MSISDN per zone\*\* with the minimum cumulative score of 175 points, in the least amount of time, during the Competition Period will be selected as the winner of **LG LSA3UR3A Split 1 Ton 3 Star Air Conditioner**.

# c) Weekly Prize:

The selection for the Weekly Prizes will be conducted as per the schedule\*\*\*. One MSISDN across all zones\*\*, with the minimum cumulative score of 35 points, in the least amount of time, during that week period will be selected as the winner of **Samsung Galaxy S Duos S7562**. One MSISDN can get this prize only once in the Competition.



## d) Daily 1st Prize:

The selection of the winner of the Daily 1st Prize will be conducted after every 5 working days after the Competition has begun. One MSISDN, per zone\*\*, with the highest score on that day, in the least amount of time, will be selected as the winner of **Recharge**<sup>3</sup> worth up to Rs 208. The winning MSISDNs will be removed from the list of eligible subscribers for Daily 2nd and 3rd prizes of that day.

### e) Daily 2<sup>nd</sup> Prize:

The selection of the winner of the Daily 2nd Prize will be conducted after the selection of the Daily 1st prize of that day after the Competition has begun. One MSISDN, per zone\*\*, with the score of at least 5 points in the least amount of time, on that day, will be selected as the winner of **Recharge worth up to Rs 100**. The winning MSISDNs will be removed from the list of eligible subscribers for Daily 3rd prize of that day.

# f) Daily 3rd Prize:

The selection of the winner of the Daily 3rd Prize will be conducted after the selection of the Daily 1st and 2nd prizes of that day, after the Competition has begun. One MSISDN, per zone\*\*, with the score of at least 3 points in the least amount of time, will be selected as the winner of **Recharge worth up to Rs 50**.

### \*\*\*Schedule for Weekly Prizes:

Week	From	То
1	11 <sup>th</sup> Oct	21st Oct
2	22 <sup>nd</sup> Oct	28 <sup>th</sup> Oct
3	29 <sup>th</sup> Oct	4 <sup>th</sup> Nov
4	5 <sup>th</sup> Nov	11 <sup>th</sup> Nov
5	10 <sup>th</sup> Nov	18 <sup>th</sup> Nov
6	19 <sup>th</sup> Nov	25 <sup>th</sup> Nov
7	26 <sup>th</sup> Nov	2 <sup>nd</sup> Dec
8	3 <sup>rd</sup> Dec	9 <sup>th</sup> Dec

g) In the selection of the Bumper Prize, 1st Prize or Weekly Prizes, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. 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.

**q)** In case of a tie in the selection of any of the Daily Prizes, all the tied MSISDNs will receive the prize.

h) Subject to the above mentioned conditions, a Participant is eligible to win more than one Prize during the Competition 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 gets selected by the random selector in case of a tie as mentioned above.

<sup>&</sup>lt;sup>3</sup> Recharge is the amount that will be given to the Winners as talk-time, based on the available denominations or offers in the respective Circle or State. In case in any of the Circles or Circle-groups, the talk-time recharge value or denomination offered in the Competition is not available, the Winners will be provided with the nearest value or denomination available for talk-time, data or SMS recharge which could be equal to or closest to the recharge value or denomination offered. All taxes and charges including but not limited to State tax, cess, operator charges etc. on such recharge will be applicable and will be borne by the Winner.



- **13.** The list of winners of all prizes will be announced after the end of the Competition and after all the winner selection processes are completed.
- 14. All prizes will be given after deducting various taxes, license fees and charges as applicable.
- **15.** To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be active subscribers of Vodafone India at the time of the winner announcement.
- **16.** All decisions of the Organizer in respect of all transactions under this Competition, including without limitation the selection of winners and other related transactions shall be final and binding and no correspondence or communication shall be entertained in this regard.
- **17.** All prizes offered in this Competition are subject to availability. The Organizer reserves the right to provide alternate models/brands for any of the prizes at its sole discretion.
- **18.** After the selection and validation of the winners of all the prizes under a specific competition of WAP Competition Pack, the winners will be contacted, through SMS or calls, 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. 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 competition. The winners shall be required to provide their address to which the prizes may be sent by the Organizer, by calling the number provided in the SMS sent by the Organizer. Delivery of prizes will be subject to the winner giving the correct address and his/her availability there. The WAP Competition Pack Members agree that there shall be no liability on the Organizer or Vodafone India in the event the winners under any competition of the WAP Competition Pack cannot be contacted, on any account whatsoever. In the event that any of the winners cannot be reached or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.
- **19.** The prizes must be claimed by the winners within thirty days from the date of intimation to the Winner, failing which, the prizes under the respective categories shall be forfeited by the Organizer at its discretion.
- **20.** The Prize/s offered in this Competition may be given to the winner/s during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to the completion of the Competition.
- **21.** Subscriber shall directly contact OnMobile at 1800 1234 000 (toll-free) regarding any queries / complaints pertaining to the Competition between 9.30 AM and 6.30 PM on all working days from Monday to Friday. Alternatively, the subscriber can send an email to contest@onmobile.com during the same time on all working days. All disputes must be addressed by the Subscriber in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.
- **22.** Participation in the Competition will be construed as a waiver of the applicability of rules and regulations of the National Do Not Call Registry and the participant agrees to receive promotional messages/calls from the Organizer.
- **23.** Organizer or its affiliates shall be entitled to use, in any manner, the details of the Participants 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 participants hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected subscriber to other subscribers.
- **24.** Prize(s) shall not be transferable. Cash alternative for the prizes above maybe given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle a Subscriber to the prize. No other person or agent can claim the prize on behalf of the Subscriber.



- **25.** 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 26 herein.
- **26.** All prizes must be claimed by the winners, along with the documents specified herein below within the specified timelines intimated 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. Proof of holding the Vodafone India telephone connection
- e. Letter of Compliance with rules and regulations and declarations in the format as may be required by Vodafone India etc.
- **27.** 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 participant, at the sole discretion of the Organizer(s).
- \*\*\*\*A Participant earning prize in excess of INR 10,000 in a year in aggregate from all competitions / offers conducted by OnMobile Global Limited as one of the Organizers irrespective of the Operator or other Organizer will be subject to TDS under the Income Tax Act, 1961.
- **28.** Organizer is not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the participant personally, including without any limitation applicable taxes to be borne by the participants eligible for the prize.
- **29.** The Subscribers shall not have the right to claim any damages, loss or costs from the Organizer for delay in delivery of the prize(s) on any grounds whatsoever.
- **30.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred in connection with the Competition.
- **31.** Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizer including, but not limited to, meeting of the Subscriber's requirements or aspirations, timeliness, security, the results or reliability of any Competition/Scheme, or 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 Subscriber expressly agrees that his/her participation in the Competition offered by the Organizer is at the participant's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Competition shall be construed to mean the giving of any warranty of any kind by the Organizer.
- **32.** The prize(s) to the winners shall be given subject to compliance with all applicable statutory legislations/ processes /formalities in connection with the prize(s) and on production of all such documents/papers as may be required by the Organizer before accepting the delivery of the prize. Any failure on the part of the winners to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s). Organizer at its sole discretion shall decide the model/variant of any prize being offered in this Competition.
- **33.** The prizes shall be handed over by the Organizer on receipt of all the documents, from the winners, required to process the distribution of the prize/s.



- **34.** The list of winners of the prizes shall be published on www.vodafone.in and vodafone.contestzone.in after the end of the Competition.
- **35.** The Organizer, at its sole discretion, may or may not provide a cash alternative to any of the prizes being offered in this Competition.
- **36.** All incidental costs/taxes/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 and any other taxes applicable by the Central, State or Municipal government.
- **37.** This Offer under this Competition cannot be used in conjunction with any alternative offer or promotion.
- **38.** 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 and/or OnMobile ("Force Majeure Event"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to WAP Competition Pack or any competition(s) thereunder as a result of a Force Majeure Event. OnMobile and/or Vodafone India shall intimate the suspension of WAP Competition Pack or any competition there under caused as a result of such Force Majeure Event to the WAP Competition Pack Members and the subscribers to individual competitions.
- **39.** The terms and conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form / CAF / CIF.
- **40.** This Competition is 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.
- **41.** Questions and their answers are designed/ sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In the event of any discrepancy / dispute regarding the questions or answers, neither OnMobile nor any third party involved shall be liable towards any participant in any manner.
- **42.** Neither Vodafone India nor OnMobile shall 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, failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags. Further, Vodafone India /OnMobile shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of OnMobile or Vodafone India.
- **43.** Organizer or any of its 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 participant and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
- **44.** Organizer reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer/Competition or any part thereof including the eligibility criteria, the Terms & Conditions and prizes at their sole discretion at any time during its validity as may be required in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. These modification or changes that may be carried out by the Organizer to the Terms & Conditions of this Competition shall not require any intimation or prior consent from the Participants. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscriber/ WAP Competition Pack Member from the time of its posting. 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 the subscription to WAP Competition Pack and any other services offered on and/or through WAP Competition Pack. Your continued subscription to WAP Competition Pack and/ or the Competition thereunder will constitute your acceptance of the latest revised Terms and Conditions.



- **45.** An employee, agent, associates, distributors, dealers of the Organizer and/or Vodafone India shall not be eligible to win any of the prizes offered in the Competition.
- **46.** Organizer may assign any or all of their rights under these Terms and Conditions to their Affiliates without consent of the Participants.
- **47.** The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by the Organizer or Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights.
- **48.** Any attempt by a Participant to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, the Organizer and/or Vodafone India reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
- **49.** Organizer does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.
- **50.** Organizer 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 Competition.
- **51.** You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content/ WAP/ website and all material or content related to the Competition shall remain, at all times, owned by OnMobile/ 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 site and/ or any information disseminated by SMS or any other means of communication are strictly prohibited.
- **52.** Nothing in the Competition shall affect any intellectual property rights of the Organizer or Vodafone India or any of its affiliates in any product or service made available on the Website.
- **53.** Apart from the entitlement to the aforementioned prizes, the winners or their legal heirs/successors/representative will have no other rights or claims against Vodafone India/OnMobile.
- **54.** By participating in the Competition, the participants consent to the following information relating to them to be exchanged between Vodafone India, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer may deem fit, for the purpose of winner announcement: name, mobile phone number, score and/or photograph.
- **55.** The Subscribers, Participants and Winners hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Participants (including Subscriber name and photograph etc.) shall be used by Vodafone India and Vodafone India and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India's brand.
- **56.** The winner's name will be announced as registered in the system of Vodafone India.
- **57.** The winner shall not be entitled to the prize, in case he/she fails to clear all outstanding dues payable to Vodafone India and / or is not an valid Subscriber of Vodafone India on the date of claiming the Prize/s.
- **58.** This Competition contains factual references to the names of certain companies, products and individuals. The Organizer 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.
- **59.** These Terms & Conditions are subject to Indian Laws and the Courts at Bangalore shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.