



TERMS AND CONDITIONS OF FLASH GOLD DHAMAKA COMPETITION

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING TO AND PARTICIPATING IN THIS COMPETITION KNOWN AS “**FLASH GOLD DHAMAKA COMPETITION**”. BY PROCEEDING WITH SUBSCRIPTION TO THE **FLASH GOLD DHAMAKA 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 **FLASH GOLD DHAMAKA COMPETITION**. **PARTICIPATION IN THIS COMPETITION IS PURELY VOLUNTARY.**

TERMS:

- 1.** This **FLASH GOLD DHAMAKA COMPETITION** (hereinafter referred to as the “**Competition**”) is an optional Competition, conceptualized, hosted, organized and conducted by Celltick Mobile Media(India) Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at, 111/A Wing, Everest Grande, Opp Ahura Centre, Mahakali Caves Road, Andheri-East, Mumbai -400 093 (hereinafter referred to as “**Celltick**” 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 competition, pre-paid or post-paid category of Subscribers who are the rightful user of the Vodafone connection, in whose name the mobile phone connection number (MSISDN) is registered with the Vodafone India (hereinafter “**Subscribers**”) as specified in circles stated in point 2 herein, of either 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 collectively referred to as “**Vodafone India**”) to participate in the Competition and participate therein. In the event the 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. The Competition is open to Subscribers during the period from **10-11-2014** from **00:00:01 hrs to 08-01-2015** till **23:59:59 hrs**, (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit.
This is a Pay Per Use (“PPU”) product and broadcast will be sent on a daily basis.
- 2.** The Competition is open for all Subscribers who satisfy the eligibility criteria mentioned below and who belong to the following Vodafone India telecom circles (“**Circle(s)**”) of ANDHRA PRADESH, ASSAM, NORTH EAST, BIHAR, DELHI, GUJARAT, HARYANA, JAMMU AND KASHMIR, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, MUMBAI, ORISSA, PUNJAB, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, WEST BENGAL, TAMIL NADU and CHENNAI. This competition will not be applicable for subscribers in Himachal Pradesh.
- 3.** A Subscriber by participating in the Competition, hereby agrees to the Terms and Conditions mentioned herein and gives his/her irrevocable consent to the Terms and Conditions including 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 or Vodafone India 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 Celltick, 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 Subscriber.
5. Also, by participating in this Competition, You:
 - Agree that You have carefully read and understood the Terms and Conditions of the Competition and consented to be bound the same;
 - 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 Celltick 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 participating in the Competition, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein.
6. Participation in the Competition 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 and those mentioned on the Customer Application Form.
7. Subscribers who are roaming outside their home circle will also be entitled for participating in the Competition, except if Subscriber is roaming in Himachal Pradesh where in case of any Subscriber who is travelling to that circle will not be able to participate the competition as the service is not live in that circle. In such a scenario the participant will be able to participate in the Competition only when he is back in the eligible circles.
8. These Terms and Conditions are available on the Website of the Organizer at the following address: www.celltick.com/flashgoldcompetition (“Website”). The Terms and Conditions can be amended or varied from time to time or withdrawn without any prior notice and therefore, please visit the Website to keep Yourself updated and informed.

9. Procedure and Eligibility to participate in the Competition

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

- He/she must be of at least 18 years of age;
- He/she must be a resident of India;
- He/she must be an existing active Subscriber of Vodafone India;
- He/she must belong to any one of the eligible Circles mentioned in Clause 2 above;
- He/she must not 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 Subscribers who participate in the Competition and are chosen as Winners of each category of prize in accordance with the Winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the Participant using such mobile number (“Winner”). If the



Winner is not able to provide sufficient evidence 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.

If, in any State and/or territory or part thereof, the running of this Contest is prohibited as per local rules or laws, the Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Contest. No further notice shall be given by the Organizer or Vodafone India, in this regard.

10. To participate in the Competition:

The Competition is valid for all active Vodafone India Subscribers who could either be a prepaid or postpaid user. Any active Subscriber playing this Competition shall be referred to as a “Participant”, throughout these Terms and Conditions.

- To participate in the Competition, Subscribers need to just participate in the Competition from their home screen (through Flash broadcasts (on Active Flash enabled SIMs).
- Subscribers can also participate in the competition by sending SMS “flash gold” for Competition activation to short code 12320.
- There is no additional amount charged while activating Vodafone Flash.
- Competition will be available via broadcasts on all Active Flash enabled SIMs.
- Participants can participate in the Competition by answering questions @Rs. 5 per question.
- Each correct answer is worth 1 point.
- Prizes will be for daily, weekly and monthly Winners.
- **There are 3 bumper prizes whereby top 3 Participants who have accumulated highest points for the entire month will stand a chance to win the bumper prizes (details mentioned below in the grid).**
- Before the launch of every competition all the existing Subscribers will be sent promotional broadcasts, informing them of the upcoming competition, the prizes and its charges.
- Users without Vodafone Flash SIMs can upgrade their SIMs to Vodafone Flash enabled SIMs from any of the Vodafone stores to participate the Competition.

11. Competition Flow

- Competition will be open in **all the above mentioned circles** as stated in point 2 herein above of Vodafone India.
- All Vodafone active Subscribers can participate in this Competition via broadcasts.
- Users will receive several broadcasts a day, promoting a competition that will entitle the maximum point Winner to a defined prize.
- As users start answering the questions, they would be presented with more and more questions and opportunities to answer them for gaining more points and increasing the possibility of winning.
- On answering each question the user will be informed about his current score followed by the next question.
- On answering the questions the Subscribers will be charged Rs. 5/- per question answered through broadcasts.
- Participants will score one point for every right answer. There will be no negative marking for wrong answers.



- The questions have 3 answer options each.
- The score counter will be set to ZERO at the beginning of the Competition and then again back to Zero at the end of the Competition Period.
- In case the Participant stops participating in the Competition and if he comes back to participate in the Competition after a gap of days, then he starts back with the last accumulated points at what he stopped participating in the Competition.

12. Charging:

Subscriber can start participating in the Competition anytime during the validity of the Competition, the Subscriber will be charged Rs. 5/- per question answered in the Competition. In case if the Subscriber does not wish to participate in the Competition then all he needs to do is not answer the questions.

13. Competition Promotion

- Through broadcasts – Active Vodafone Flash enabled users will receive periodic broadcasts in a day.
- Non-Flash users will have to acquire a Vodafone Flash enabled SIM from the Vodafone Store.
- Competition will be available in English on Cell broadcast/SMS.

14. Competition Period

The Competition starts on the proposed date 10-11-2014 at 00:00:01 hours and closes on last day of 08-01-2015 at 23:59:59 hours (“**Competition Period**”) and during this Competition Period it is open for either a prepaid or a post-paid Participant. (The duration and start/end dates will depend on the theme and will be mutually decided between Vodafone India and Celltick).

15. Selection of successful Winners –

The prizes that the Winner Subscriber to the Competition wins is purely owing to his/her participation to the Competition and based on the performance and meeting of the selection criteria of Competition, as laid out in the Terms and Conditions. These prizes to the winning Subscriber shall be distributed by Celltick through any means, and at any time, upon such terms and conditions as it may deem fit.

The selection process of the successful Winners for the prizes in this Competition will be as follows:

The selection for the Winner will be conducted after the end of Competition Period (except for the daily Winners who would be short listed on a daily basis). The selection of the Winners will be done purely on the basis of the logs and data containing time, duration and the number of answers given by each Participant and total points accumulated by the Participants as verified and certified by the independent auditor appointed by the Organiser. The MSISDN with the highest scores basis the logs and data verified by independent auditor will be the Winner. In case of a tie, the Participant who has reached the score earlier on the basis of the time stamp will be chosen as the Winner.



Daily Winners Selection – The Winners for these will be selected on the basis of the highest cumulative points achieved for the particular day across all Vodafone circles, 1 Winner will be selected with the highest cumulative points achieved across all Vodafone circles each day for 60 days, Daily Winners gratification will be disbursed post 3 days of the winning date by the Organiser. In case of a daily Winner, Winner will be shortlisted the next day post which Celltick will share the MSISDN to Vodafone who will confirm the Winner details. On getting confirmation from Vodafone, Celltick will forward the daily recharge to the Winner. The daily Winners will be selected each day basis the highest cumulative points achieved on a pan India Level across all circles, Rs.1500/- recharge for top scorer of the day, Rs.1000/- recharge for second top scorer and Rs.500/- recharge for third top scorer for 60 days, total of first 180 Winners for 60 days of the competition (Total: Rs.180000/-), In case if the Participant is a postpaid Subscriber then we shall credit his postpaid account with Rs.1500/-, Rs.1000/-, Rs.500/- respectively.

Weekly Winner Selection – The Winner for these will be selected on the basis of the highest cumulative points achieved for the week for a Participant across all Vodafone circles. Weekly prizes will be given post end of the competition period. Each week there will be 1 prize selected whereby 1 Participant will be selected every week basis the highest cumulative points achieved for the week on a pan India basis across all circles, 1 Winner each for every week, total of 9 Winners, each Winner gets Gold Voucher worth Rs.8000/- (Total Rs.72000/-).

Bumper 1st Prize Selection - The Winner for this will be selected on the basis of the highest cumulative points achieved for 60 days for a Participant across all Vodafone circles. Bumper 1st prize will be given post end of the competition period. There is only one 1st Bumper prize which will be selected on the basis of highest cumulative points over a period of the competition period. The Winner will be given Gold Voucher worth Rs. 8,00,000 /-. TDS / Taxes as applicable on the Bumper Prize will be borne by the Organizer.

Bumper 2nd Prize Selection - The Winner for this will be selected on the basis of the 2nd total highest cumulative points achieved for 60 days for a Participant across all Vodafone circles. Bumper 2nd prize will be given post end of the competition period. There is only one 2nd Bumper prize which will be selected on the basis of second highest cumulative points over a period of the competition period across all Vodafone circles. The Winner will be given Gold Voucher worth Rs. 1,50,000 /-. TDS / Taxes as applicable on the said Bumper Prize will be borne by the Organizer.

Bumper 3rd Prize Selection - The Winner for this will be selected on the basis of the 3rd total highest cumulative points achieved for 60 days for a Participant across all Vodafone circles. Bumper 3rd prize will be given post end of the competition period. There is only one 3rd Bumper prize which will be selected on the basis of third highest cumulative points over a period of the competition period across all Vodafone circles. The Winner will get Gold Voucher worth Rs.50000/-. TDS / Taxes as applicable on the said Bumper Prize will be borne by the Organizer.

In case of a tie, the Winner with highest cumulative points in the least amount of time on the basis of the data and log timings as verified by the independent auditor shall be selected as the final Winner. And even post which if the Winners are on tie then we shall provide both the



Winners with the actual prize (which means that we shall give away same prize to both the Winners).

A Subscriber is eligible to win any number of prizes. He/She should fall into the criteria of selection basis his achievements. There is no restriction on their winning any number of prizes as long as their achievements are on basis of the selection criteria.

Gratification Grid is as below

Sr.No	Prize Type	No. of Gratification	Actual Prize	Tax	Total Amount	Circle
BUMPER PRIZE - Top Scorer						
1	Gold Voucher (including tax)	1	8,00,000	2,40,000	10,40,000	PAN INDIA
2	Gold Voucher - Second Top Scorer (including Tax)	1	1,50,000	45,000	1,95,000	PAN INDIA
3	Gold Voucher - Third Top Scorer (including tax)	1	75,000	22,500	97,500	PAN INDIA
Weekly						
1	1 Week - Gold Voucher	1	8,000	0	8,000	PAN INDIA
2	2 Week - Gold Voucher	1	8,000	0	8,000	PAN INDIA
3	3 Week - Gold Voucher	1	8,000	0	8,000	PAN INDIA
4	4 Week - Gold Voucher	1	8,000	0	8,000	PAN INDIA
5	5 Week - Gold Voucher	1	8,000	0	8,000	PAN INDIA
6	6 Week - Gold Voucher	1	8,000	0	8,000	PAN INDIA
7	7 Week - Gold Voucher	1	8,000	0	8,000	PAN INDIA
8	8 Week - Gold Voucher	1	8,000	0	8,000	PAN INDIA
9	9 Week - Gold Voucher	1	8,000	0	8,000	PAN INDIA
Daily						
1	Top Scorer - Recharge	60	1,500	0	90,000	PAN INDIA
2	Second Top Scorer - Recharge	60	1,000	0	60,000	PAN INDIA
3	Third Top Scorer - Recharge	60	500	0	30,000	PAN INDIA



Total	192	11,00,000	3,07,500	15,84,500
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16. The prize(s) under the Competition are neither assignable nor transferable under any circumstances. All the prizes under the Competition shall be subject to the Subscriber complying with such Terms and Conditions as may be applicable and duly complied with by the Winners of the Competition.
17. The list of Winners of all prizes will be announced by the Organizer after the end of the Competition and/or after the Winner selection process is completed.
18. All prizes will be given after deducting various taxes, license fees and charges as applicable, except as otherwise stated in writing.
19. 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 active Subscriber of Vodafone India on the date of claiming the prize.
20. 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.
21. The verification of the independent auditor as appointed by the Organizer in respect of all transactions under this Competition, including without limitation the selection of Winners and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
22. All prizes offered in this Competition will be sponsored and distributed by Celltick or a third party designated.
23. All prizes offered in this Competition are subject to availability. The Organizer shall not entertain any requests for any particular model, color, variant or design of the prizes offered under this Competition. Organizer reserves the right to provide alternate prizes for any of the prizes of the same value without prior intimation or consent of the Subscribers to the Competition.
24. After the selection and validation by the independent auditor of the Winners of all the prizes under the Competition, the Winners will be contacted, by calling them on 3 consecutive days on the number of the Winner registered with Vodafone India, and will be given further details as to how, when and where they can collect their respective prizes. **Also the Winner needs to submit their respective documents within 7 days from the date of confirmation by the organisers.** 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"). Post sending the SMS the Winner needs to be responding the same day or the next day. The prizes must be claimed by the Winners within 15 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer(s) under the respective categories under the Competition. The Prizes offered under the Competition 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 Competition. In the event no special



event is being conducted by the Organizer, the Winners shall be requested to provide their address to which the prizes may be sent by Organizer, by calling the number provided in the SMS within 7 days from the date of sending the SMS, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by Celltick or Vodafone India for participating in the Competition. Delivery of prizes will be subject to the Winners giving the correct address and his/her availability there. The Winners agree that there shall be no liability on Organizer or Vodafone India in the event such message does not reach such Winner on any account for any reason 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.

- 25.** Without prejudice to the foregoing Clause 24, any failure on the part of the Winners of the Competition to comply with directions issued by the Organizer or Vodafone India shall entitle the Organizer or Vodafone India at their discretion, to cancel and forfeit the prize for the said Winner and/or the same prize will be given to the next eligible Winner. 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 or Vodafone India 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.
- 26.** 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.
- 27.** Neither Vodafone India nor Celltick shall be responsible for any claims arising out of technical failures before, during, between or after the completion of this Competition, 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, 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, neither Vodafone India nor the Organizer shall be responsible for any claims arising out of any failure(s) which is beyond the control of the Organizer or Vodafone India.
- 28.** 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 subscription to the Competition or participation in it.
- 29.** 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 Competition, all Subscribers hereby agree to the same. Organizer and Vodafone India may, at their discretion, choose not to disclose the identity of the



selected Subscribers to other Subscribers except as expressly mentioned in the Terms and Conditions herein.

30. Prize(s) shall neither be transferable nor exchangeable for cash, unless otherwise expressly agreed by 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.
 31. 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 32 herein.
 32. All prizes must be claimed by the Winners, along with the documents specified herein below within the time period specified by the Organizer and 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):
 - 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 Competition;
 - 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 user of the Vodafone India number and the same is registered with the operator in the name of the Winner;
 - f. Letter of Compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable law.
 - g. Any prize of value in excess of INR 10,000/- in a year*** will attract deduction of tax at source, if applicable, and all taxes to be paid on the prize/s shall be paid by the Organizer 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(s).
 - h. In case of the winning MSISDN being registered on a name of any form of organization, the player needs to submit a letter of consent duly signed (on the organization's letter head) from the organization stating that the MSISDN is allocated to the player. The letter should state the player's full name, address and pan card details, 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(s).
- ***A Subscriber earning prize in excess of INR 10,000 in a year in aggregate from all competitions or offers conducted by Celltick 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, if applicable.
33. Organizer and Vodafone India are not liable for any direct or indirect costs or expenses in relation to the Competition which are to be borne by the Subscriber personally, including



without any limitation such applicable taxes as required to be borne by the Subscribers eligible for the prize.

- 34.** In all Vodafone Competitions held in the financial year 2013-14, if one individual Winner, irrespective of number of mobile connections registered in his/her name with Vodafone India, has already won prizes aggregating Rupees Ten Lakhs or more for such financial year 2013-14, he/she will be eligible to win prizes worth up to Rupees Ten Thousand only, for the financial year 2014-15.
- 35.** 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.
- 36.** By participating in the Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages and alerts including without limitation daily updates on the score under the current Competition and updates about current and upcoming competitions from the Organizer, as it may in its sole and absolute discretion decide.
- 37.** Any Subscriber providing any incorrect information or concealing and/or withholding any information from the Organizer or from Vodafone India with intent to participate and/or win any prize/s in this Competition will automatically be disqualified from participating in it and winning the different categories of prizes under the Competition. 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. If the Subscriber has collected the prize based on such incorrect information and the error in his information is detected subsequently, the Organizer shall have the full right and authority to pursue legal action against such Subscriber to recover the prize wrongfully collected by such Subscriber.
- 38.** The Subscriber shall not have the right to claim any damages, loss or costs from the Organizer and Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever.
- 39.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred in connection with the Competition.
- 40.** This Competition shall be governed by the laws of India. Any dispute arising out of this competition will be referred to a Sole Arbitrator to be appointed by Vodafone India, whose decision shall be final and binding on the parties. The place of Arbitration shall be at Mumbai.
- 41.** 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. The Winners will have to bear their own cost of travel and lodging and boarding, if required, to collect their prizes.



42. The Organizer, at its sole discretion, may or may not provide a cash alternative to any of the prizes being offered in this Competition.
43. All costs, or levies any other taxes applicable as levied by the Central, State or Municipal government or any other liabilities related to the prize(s), if any, shall be exclusively borne by the Winner, including, Gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government.
44. The prizes shall be handed over by the Organizer on receipt of all the documents under Clause 32, from the Winners, required to process the distribution of the prize.
45. The list of Winners of the prizes shall be published on www.Vodafone.in/competition and www.celltick.com/flashgoldcompetition after the end of the Competition.
46. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of similar nature.
47. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
48. Questions and their answers are sourced by Celltick, and are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In the event of any discrepancy and/ or dispute regarding the questions or answers, neither Celltick nor Vodafone India nor any third party involved shall be liable towards any Subscriber in any manner.
49. Organizer, 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 Competition.
50. Vodafone India and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Competition 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 of the Organizer. 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.
51. This Competition is being made purely on a “reasonable effort” basis and participating in this Competition is voluntary. You may discontinue Your participation in the Competition at any time, without any liability.



52. The employees of Vodafone India, Celltick and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in this Competition.
53. 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.
54. 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 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.
55. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Competition 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.
56. Organizer or Vodafone India does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.
57. Vodafone India's or Organizer's 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.
58. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP and Website and all material or content related to the Competition shall remain, at all times, owned by Celltick, 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 site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
59. 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 Celltick ("Force Majeure Event"). Neither Celltick nor Vodafone India shall be liable for any delay or adverse effect caused to the Competition as a result of a Force Majeure Event. Celltick and/ or Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Subscribers.
60. Subject to any applicable law (a) warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Vodafone India and/ or Celltick including, but not limited to, meeting of the Subscribers requirements or aspirations, delay in sending or receiving an SMS, delay in time recorded for answering a question through voice mode or SMS 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, 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 any of the competition or any



transactions effected through the Competition; (b) The Subscriber expressly agrees that his/her participation in the Competition 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 Competition shall be construed to mean the giving of any warranty of any kind by Vodafone India or Celltick.

- 61.** The Subscribers participating in the Competition shall indemnify and keep indemnified Vodafone India and Celltick 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 Celltick or Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers, any failure by the Subscribers participating in the Competition to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and Celltick 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 Competition.
- 62.** Nothing in the Competition shall affect any intellectual property rights of Organizer or Vodafone India or any of its affiliates in any service made available on the Website.
- 63.** The Subscribers and Winners hereby irrevocably authorize Vodafone India and Organizer, to use the data gathered during and/or after the Competition in respect of the Subscribers (including Subscriber name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Vodafone India's brand.
- 64.** The Winner's name will be announced as registered in the system of Vodafone India.
- 65.** 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 independent auditor as appointed by the Organizer shall at all times be binding and final.
- 66.** These Terms and Conditions are subject to Indian laws and the Courts at Mumbai shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.
- 67.** You may contact Celltick at the toll-free number [18001235152]] regarding any queries, complaints, disputes pertaining to the Competition therein between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, You may send an email to flashcompetition@celltick.com which will be answered on working days, between Monday to Friday, from 9:30 a.m. to 6:30 p.m. All queries, disputes and complaints arising in relation to the Competition must be addressed by You in writing to Celltick only, and Vodafone India shall not, for any reason whatsoever, entertain any communication in this regard.
- 68.** By participating in the Competition, the Subscribers, consent to the following information relating to them to be exchanged between Vodafone India, Celltick 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 for each competition organized under Competition: name, mobile phone number, score and/or photograph (“Information”). The Subscriber subscribing to the Competition also consent to the Information being shared by Celltick with its affiliates and service providers and/or Vodafone India and to the Information being processed and stored in the servers of Celltick or Vodafone India or their respective service providers, inside India.

- 69.** This is a pan India Competition and Winner could be shortlisted from any of the circles basis the selection criteria for any of the prizes mentioned.