

## Ring Back Tone Offer and Fly International Competition

### Terms & Conditions of the Offer

BY SELECTING AND DOWNLOADING ANY RING BACK TONE FROM THE CATALOGUE OF UNIVERSAL MUSIC INDIA PRIVATE LIMITED (“**UNIVERSAL MUSIC**”), VIA, THE CALLER TONE SERVICE (“**CT SERVICES**”) OFFERED BY ONMOBILE GLOBAL LIMITED (“**ONMOBILE**”), SUBSCRIBERS OF VODAFONE INDIA LTD. AND VODAFONE MOBILE SERVICES LIMITED (COLLECTIVELY “**VODAFONE**”) ARE ENTITLED TO AVAIL THE OFFER AND PARTICIPATE IN THE FLY INTERNATIONAL COMPETITION DETAILED HEREIN (“**OFFER / COMPETITION**”), SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.

#### 1. Validity of the Offer

The Offer is applicable for any ring back tones from the catalogue of UNIVERSAL MUSIC downloaded by Subscribers (defined below) during the period of sixty (60) days only, commencing from 11<sup>th</sup> Aug, 2017 beginning at 00:00 hours to 9th October 2017 up to 23:59:59 hours (“**Offer Period**”). The Competition (defined hereinafter) shall also be valid only during the Offer Period.

#### 2. Eligibility Criteria

2.1 The Offer is open for all active pre-paid and post-paid customers of Vodafone’s mobile telecommunication services across all its telecom circles in India (the “**Subscribers / You**”) provided, such Subscribers have selected and downloaded any ring back tone from UNIVERSAL MUSIC’s catalogue during the Offer Period. For the sake of clarity, the Offer will be applicable to existing Subscribers who are already subscribers of UNIVERSAL MUSIC’s ring back tones’ content only if, such Subscribers download a different ring back tone from UNIVERSAL MUSIC’s catalogue during the Offer Period. A “Subscriber” for the purpose of this Offer is an individual who is the rightful owner/user of any pre-paid or post-paid mobile connection of Vodafone, registered in any of its telecom circles within India, and in whose name the mobile connection is active and registered as per the records maintained by Vodafone (and which shall be conclusive).

2.2 In order to be eligible to avail this Offer, a Subscriber must fulfill the following criteria-

- He/ She should be above 18 years of age;
- He/ she must be citizen of India;
- He / She must have a valid Passport to claim the National prize.
- He/ She must not have any criminal record nor should be of an unsound mind;
- He/ She must not be restrained by any law of the land (e.g. - any court order(s), etc.) from entering into any contractual relationship; and
- He must be either an active existing or new Subscriber of Vodafone’s mobile services during the Offer Period.

2.3 The employees of Vodafone, OnMobile & UNIVERSAL MUSIC and their group companies affiliate or associate companies are not eligible for this Offer. UNIVERSAL MUSIC, OnMobile and Vodafone reserve the right to immediately disqualify the Subscriber found using any unfair or fraudulent means.

### 3. How to Participate

A Subscriber who fulfills the above eligibility conditions and selects and downloads any ring back tone from UNIVERSAL MUSIC's catalogue during the Offer Period is eligible to take part in the 'Fly International Competition' ("**Competition**") and avail the Offer as detailed below.

An eligible Subscriber who has selected and downloaded any ring back tone from UNIVERSAL MUSIC's catalogue during the Offer Period will receive a SMS containing:

- (a) a unique discount coupon code and the redemption URL's, as mentioned in the Offer Details below, and
- (b) eligibility to take part in the Competition by using the Competition portal, i.e. 55755

Eligible Subscribers can take part in the Competition by dialing the Competition portal and answering five questions correctly. Further, Subscribers will receive an engagement SMS allowing the Subscriber to change their caller tune by dialing 50002, the day after participating in the Competition so that the Subscriber may take part in the Competition once again.

### 4. Offer Details

A Subscriber who fulfills the above conditions and selects and downloads any ring back tone from UNIVERSAL MUSIC's catalogue during the Offer Period is eligible for a 30% discount on the Maximum Retail Price of the 'UNIVERSAL MUSIC / Bravado' branded merchandise ("**UNIVERSAL MUSIC Merchandise**") purchased by such Subscriber only from the partner e-commerce websites, [www.voxpop.com/umg](http://www.voxpop.com/umg) (**Website**).

This discount will be over and above the discount offered by the Websites on that UNIVERSAL MUSIC Merchandise.

You may use the code sent to your mobile number for availing this discount. The code will be valid till 9<sup>th</sup> October 2017 up to 23:59:59 hours. Notwithstanding anything stated elsewhere in this document, the discount will be valid only till stocks of the UNIVERSAL MUSIC Merchandise are available on the Websites.

The Subscriber shall not be entitled to any refund or damages in case the Offer is not availed of during the Offer Period.

However, UNIVERSAL MUSIC, OnMobile or Vodafone will not be responsible for collecting the payments or delivery of the correct UNIVERSAL MUSIC Merchandise to the Subscriber. For the sake of clarity it is stated that the respective Websites and/or sellers of the UNIVERSAL MUSIC Merchandise on the Websites shall be solely responsible for the entire order fulfillment cycle including collection of payment. The Website and its suppliers shall continue to be responsible for these complaints.

This Offer is being made on a best efforts basis only. If you do not wish to avail the Offer You have the option of not purchasing the UNIVERSAL MUSIC Merchandise.

5. Applicable Subscription Charges

- (i) For Existing Subscribers of Vodafone's RBT Services: Only Song selection charges are applicable as per your active pack.
- (ii) For new Subscribers of Vodafone's RBT Service: Service charges of Rs. 36/- with a validity of 30 days and song selection charges of Rs. 15/- per song are applicable.

You may, at any time, during or after the Offer Period, choose to un-subscribe the RBT Services by way of the deactivation process advised by Vodafone.

6. Selection of the Winner

6.1 Sending the correct answers does not entitle the Subscriber to win the Competition, the winner shall be picked based on the following criteria:

- (i) highest score;
- (ii) least number of attempts;
- (iii) first to reach the highest score.

6.2 In case of a tie between Subscribers, a tie breaker round will be held in order to determine the winner. The Subscribers will be required to answer a set of five tie breaker questions through an interactive voice response system and the Subscriber who answers the maximum correct answers shall be the winner; and

6.3 In case of a tie in the tie breaker round the Subscriber who answered the maximum correct answers in the least amount of time will be selected as the winner.

6.4 The Competition winners shall be selected by UNIVERSAL MUSIC on the basis of the above-mentioned criteria. UNIVERSAL MUSIC may appoint Independent External agency for

supervising the winner selection process and decision of Independent External agency shall be final and binding on the participants.

7. Prize Details

7.1 The prizes provided for the Competition detailed above shall be as follows:

- (i) The 'Circle Wise Prize' shall be a total of 176 prizes which will be awarded as a weekly prize. The 'Circle Wise Prize' shall be given to thirty two (32) Subscribers who have fulfilled the winner selection criteria detailed above for the Offer Period. The 'Circle Wise Prize' for the Competition shall be talk time worth Rs. 100/- (Rupees Hundred only).
- (ii) The 'Zonal Wise Prize' shall be a total of 32 prizes which will be awarded as a weekly prize. This prize will be given to one (1) Subscriber from the North, South, East and West Zones of the Competition each, who have fulfilled the winner selection criteria detailed above for the Offer Period. The 'Zonal Wise Prize' shall be official music merchandise.
- (iii) The 'National Prize' shall be the mega Prize and one (1) Subscriber who has fulfilled the winner selection criteria detailed above for the Offer Period shall be selected from across India to receive this prize. The winning Subscriber will be allowed to take one friend or family member along with them to avail the prize. The 'National Prize' shall be two (2) concert ("**Concert**") tickets, along with two (2) return economy flight tickets and one twin sharing room accommodation for two (2) night stay.

7.2 All prize winners shall be announced by UNIVERSAL MUSIC after the completion of the Competition / Offer Period. The winners shall be selected in accordance with these Terms & Conditions and intimated in a manner deemed fit by UNIVERSAL MUSIC and as per the playing logs provided by OnMobile. The winners shall be required to claim the prizes from UNIVERSAL MUSIC not later than [7] days from date of intimation to the winners by UNIVERSAL MUSIC failing which the winners shall be deemed to have forfeited the prize and shall have no further claims whatsoever.

7.3 The winner of the 'National Prize' shall be solely responsible for all expenses, costs and documentation in relation to obtaining the required visa, the cost of medical and life insurance, travelling and accommodation expenses incurred for the visa interview, costs and expenses incurred to board the flight or reach the location of the event/concert, food and beverage costs, within India or internationally, and any other costs and expenses not set out herein shall be solely borne by the winner and no monies will be reimbursed by UNIVERSAL MUSIC.

7.4 The winner shall be required to procure the visa or other relevant travel document for himself/herself and his/her companion within a period of not more than 15 (fifteen days) days from the date of confirmation of the National Prize by UNIVERSAL MUSIC, failing which the

winner shall be deemed to have forfeited the National Prize. In the foregoing event, UNIVERSAL MUSIC shall be entitled to choose another winner for the National Prize.

- 7.5 For the purpose of clarification and avoidance of doubt, the 'National Prize' does not include any personal expenses of the winner and the winner shall be responsible for any additional expenses/incidental expenses required to be incurred to avail the 'National Prize' and/or incurred otherwise.
- 7.6 UNIVERSAL MUSIC shall not be liable to compensate the winner for being unable to avail the 'National Prize' in case the winners of the 'National Prize' are unable to procure their visas, are unable to travel, due to any circumstances, on the dates provided for the Concert or if the Concert is cancelled for any unforeseen reason at the at the venue for which the tickets are provided as a 'National Prize'.
- 7.7 The prizes shall not be transferable, negotiable and/or redeemable for cash. No request shall be entertained by the UNIVERSAL MUSIC in this behalf. Only the winners and no other person can claim the prizes for or on behalf of the winners.

## 8. Miscellaneous

- 8.1 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;
- 8.2 The provisions of this service, the Competition and any other promotional endeavor may not be used for any commercial purpose by any Subscriber.
- 8.3 You agree that this Competition is being made purely on a "best endeavor" 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, UNIVERSAL MUSIC and OnMobile shall not be responsible for any loss, injury or any other liability to You or your companion arising due to participation in the Competition.
- 8.4 Points obtained in this Competition will be valid for this Competition only & will not be carry forwarded for new or any other competition.
- 8.5 Upon participating in the Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and shall imply Your willingness to receive all promotional messages including without limitation the current Competition and engagement calls / SMS, promoting any new competition.

- 8.6 The Subscriber hereby agrees and undertakes not to hold Vodafone, OnMobile or UNIVERSAL MUSIC and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, responsible or liable for any actions, claims, demands, losses, damages, costs, charges and expenses that the Subscriber may/might have suffered, or incurred on account of the present Offer. In no event shall Vodafone, OnMobile or UNIVERSAL MUSIC, their respective officers, directors, employees, partners or agents be liable to the Subscriber or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of information, data or profits, whether or not foreseeable or whether or not OnMobile, Vodafone or UNIVERSAL MUSIC has been advised of the possibility of such damages or any claim arising out of or in connection with the Subscriber availing the Offer. In all events, UNIVERSAL MUSIC's aggregate liability in relation to this Offer and the Competition shall be limited to the actual discount applicable on the UNIVERSAL MUSIC Merchandise actually purchased by that particular Subscriber.
- 8.7 This Offer is subject to force majeure circumstances i.e., Act of God or any circumstance beyond the reasonable control of Vodafone, OnMobile and /or UNIVERSAL MUSIC. In case of force majeure conditions, no liability in whatsoever manner shall fall upon Vodafone, OnMobile and/or UNIVERSAL MUSIC.
- 8.8 The terms and conditions stated herein, shall not override the terms and conditions of the Subscriber Enrolment Form of Vodafone connections of any or all categories.
- 8.9 The Offer is valid subject to compliance with all formalities as required by Vodafone, OnMobile and UNIVERSAL MUSIC. Any failure on the part of the Subscriber to comply with the specified required formalities shall disentitle the Subscriber from availing the Offer.
- 8.10 The decision of OnMobile and UNIVERSAL MUSIC in respect of all transactions under this Offer and Competition shall be final and binding. Vodafone, OnMobile and UNIVERSAL MUSIC reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, at their discretion, at any time during the validity of the code, as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and the same shall be binding on the Subscriber.
- 8.11 The winners hereby represent and warrant that he/she will comply with all the rules associated with the Competition including but not limited to the Terms & Conditions mentioned herein and associated with the prizes, and that the winners shall personally be liable for any breach thereto. The winner of the 'National Prize' expressly agrees and confirms that all representations and warranties herein shall be further binding on the winner's companion and the winner shall be solely responsible for ensuring compliance by his/her companion of all the rules associated with the Competition including but not limited to the Terms & Conditions mentioned herein and associated with the 'National Prize', and liable for any breach thereto.

- 8.12 The winners of all prizes shall grant to UNIVERSAL MUSIC and OnMobile the right to use their names, likeness, photographs, images etc. for the purpose of promotion and marketing of the Competition and the Offer or any future Competitions/ offers organized by UNIVERSAL MUSIC and/or OnMobile. The winner of the National Prize agrees to provide photographs of the winner and his/her companion at the Concert for the purpose of marketing and promotion of the Competition and the Offer or any future Competitions/ offers organized by UNIVERSAL MUSIC and/or OnMobile.
- 8.13 Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time-to-time, arising out of the Prizes, shall be borne and paid by the winners. In case the winner fails to comply with the applicable laws or pay the requisite taxes, duties or levies, if any, the winner shall indemnify the UNIVERSAL MUSIC, as the case may be, of any losses, claims, expenses, costs and actions for the same.
- 8.14 The winner acknowledges that Vodafone, OnMobile or UNIVERSAL MUSIC shall not be liable for any mishap, injury, accident, untoward incident, physical harm of any nature, death, loss of life or limb, etc. caused to him/her and/or caused to his/her friend, either before, during or after the collection of the Prizes; or before, during or after the concert; or while traveling to the concert or return; and will not be attributed to UNIVERSAL MUSIC, UNIVERSAL MUSIC shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
- 8.15 If the winner of the 'National Prize' and/or his/her friend is found to be causing any disturbance or disruption before, during or after the concert then the organizer of the Concert and/or its affiliates shall have the right to immediately remove, disqualify or direct the winner and his/her friend to leave the location, failing which the Concert organizer's representative shall forcefully remove the winner and his/her friend from the location. Any claim or damage for the same will neither be entertained nor compensated by UNIVERSAL MUSIC.
- 8.16 The winners shall provide their and their companion's correct personal information to Vodafone and the winners hereby authorize Vodafone to share such personal information with UNIVERSAL MUSIC in this regard, including its affiliates, associates, authorities, agents, sponsors, employees, prize suppliers, distributors, deliverers and service providers (as applicable).
- 8.17 UNIVERSAL MUSIC, Vodafone or OnMobile shall not be responsible for the quality of the UNIVERSAL MUSIC Merchandise or the goods or services being offered as prizes nor are they liable for any defect or deficiency of such goods or services so awarded to the winners under this Competition. You agree 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. No claim or request, whatsoever, in this respect shall be entertained by the UNIVERSAL MUSIC, Vodafone or OnMobile.

- 8.18 OnMobile, UNIVERSAL MUSIC and/or Vodafone shall not be responsible for any errors or omissions in the Terms & Conditions contained herein. All information provided in the Competition is provided "as is" without warranty of any kind. UNIVERSAL MUSIC makes no representations and disclaims all express, implied and statutory warranties of any kind to the Subscribers and/or the winners and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness of the prizes for any particular purpose.
- 8.19 You shall indemnify and keep indemnified Vodafone, UNIVERSAL MUSIC and OnMobile and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which UNIVERSAL MUSIC, OnMobile or Vodafone may incur, pay or become responsible for as a result of breach or alleged breach of Your representations or obligations under the terms and conditions, any failure by You to comply with applicable law, any infringement of intellectual property rights of UNIVERSAL MUSIC, OnMobile and/or Vodafone and any third party claim in respect of misuse of any information of a third party. Vodafone, UNIVERSAL MUSIC and OnMobile shall have the right to defend themselves, pursuant to this Clause, at Your cost.
- 8.20 OnMobile and/or UNIVERSAL MUSIC, may at any time, at its discretion, reserves the right to terminate, modify or extend the Offer and the Competition and/or these Terms & Conditions, the rules and/or the Prizes mentioned herein, at its absolute discretion, without assigning any reason whatsoever, without prior notice. In case these terms and conditions are modified, the latest revised version of the terms and conditions shall be effective and binding on You from the time of its posting on [umusicindia.com](http://umusicindia.com) . You are therefore advised to check the 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. In case of any dispute or difference in respect of this Competition, decisions of OnMobile and UNIVERSAL MUSIC shall be final, binding and irrevocable.
- 8.21 No waiver of any rights by OnMobile, UNIVERSAL MUSIC and/or Vodafone will be taken as a waiver of any other rights it may have. For instance, if OnMobile waives its right to object to a particular breach of these terms and conditions by a Subscriber, it does not prevent OnMobile, UNIVERSAL MUSIC and/or Vodafone from objecting to any other breaches by that Subscriber or any other Subscriber.
- 8.22 The invalidity or unenforceability for any reason of any part of these Terms & Conditions shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these Terms & Conditions is distinct and at all times severable from the rest of the Terms & Conditions.



- 8.23 Nothing in the Competition shall affect any intellectual property rights of UNIVERSAL MUSIC, OnMobile or Vodafone or any of their affiliates / licensors. By participating in the Competition, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to UNIVERSAL MUSIC, Vodafone India and OnMobile and to any third party content licensor to Vodafone that is made available through the Competition.
- 8.24 UNIVERSAL MUSIC, OnMobile and Vodafone do not make any commitment, express or implied to respond to Your feedback, suggestion and/or queries. UNIVERSAL MUSIC, OnMobile, Vodafone and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to You in respect of the Competition.
- 8.25 UNIVERSAL MUSIC, Vodafone and OnMobile 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 Subscribers.
- 8.26 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.
- 8.27 You agree that Vodafone 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 under this Offer / Competition.
- 8.28 This Competition may contain factual references to the names of certain companies, products and individuals. UNIVERSAL MUSIC, OnMobile and Vodafone India make 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.
- 8.29 The Terms & Conditions are subject to laws of India and to the exclusive jurisdiction of the courts in Mumbai.