

TERMS AND CONDITIONS – SABYASACHI & ARCHITA MEET & GREET EVENT

1. **“Sabyasachi & Archita Meet & Greet Event”** (hereinafter referred to as the **“Event”**) is a purely voluntary Event organized and hosted by Vodafone Spacotel Limited, a company having its office at Unit 41, E 52, Infocity, Chandaka Industrial Estate, Chandrasekharpur, Bhubaneswar – 751 024, Odisha (hereinafter referred to as **‘Vodafone’**). This Event is open for participation only by pre-paid Vodafone Subscribers¹ of Odisha Service Area (hereinafter referred to as the **“Subscriber(s)”**). Participation to this Event is valid from **1st August 2015, 00:00:01 hrs to 15th September 2015, 23:59:59 hrs** (hereinafter referred to as the **“Event Period”**). Vodafone reserves the right to extend or shorten the Event Period, as it deems fit.
2. The Event is open for all prepaid Subscribers of Vodafone Odisha Service Area who is above 18 years of age and has complied with the participation process mentioned hereunder. Participating in this Event by the Subscribers is optional.
3. A Subscriber, by participating in the Event, hereby agrees to the Terms and Conditions (**“Terms and Conditions”**) mentioned herein and gives his/her consent to the process of selecting the winners as set out herein. Further Subscriber agrees to any appropriate changes that may be made to this Event by Vodafone 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, its affiliates and associates.
4. **Procedure and Eligibility to participate:**

The Event is valid for all active Subscribers who is a prepaid user and who fulfill the following eligibility criteria:

- Subscriber must be of or above 18 years of age.
- Subscriber must be a citizen of India.
- He/she must be a pre-paid Vodafone Subscribers of Odisha Service Area.
- He/she must not have any been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind.
- 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.
- Selected subscriber should carry Voter ID / PAN Card / Driving License.
- Any active Subscriber participating in this Event shall be referred to as a **“Participant(s)”** throughout these Terms and Conditions.
- Only selected Participant will be eligible to Meet Archita & Sabyasachi. Friends and / or family of Participants are not allowed to Participate in this Event.
- The commutation to & from the Venue will not be borne by Vodafone.

¹ Subscriber shall mean the rightful user of the connection, 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.

- For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who is a Participant.

Further, the winner of Event will have to be a registered Vodafone prepaid Subscriber of the winning mobile phone number (“**Winner(s)**”). If the Winner is not able to provide sufficient evidence to show that he/she is the owner of the mobile connection, Vodafone reserves the right to award the prize to the next eligible Winners or to forfeit the prize, at its sole discretion.

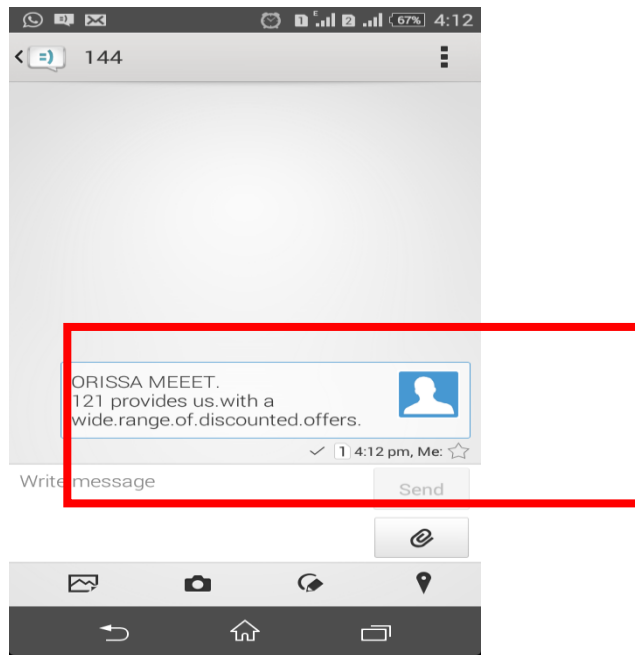
5. Participation in the Event will be construed as an acknowledgement and acceptance of the Terms and Conditions set forth herein and further agreed to be bound by the Terms and Conditions stated herein during the Event Period.

6. Background:

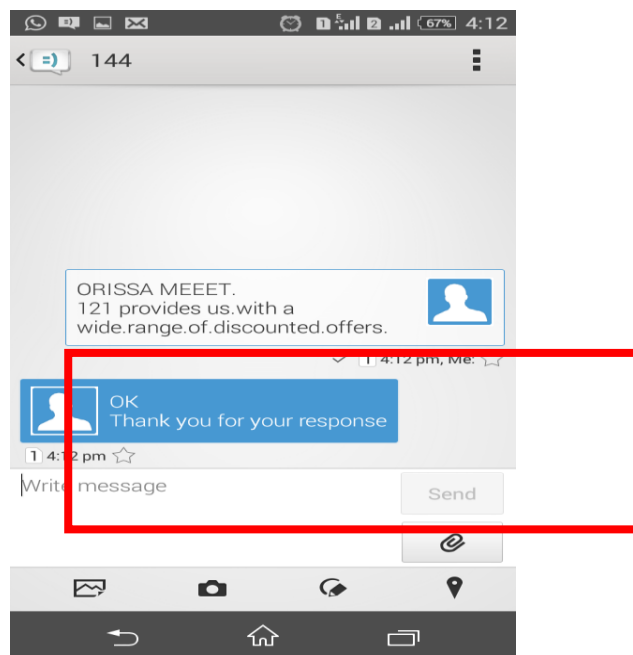
1. Event related details can be obtained by dialing *121# through Your prepaid Vodafone number.
2. Question is “ Share Your best experience about using *121#.
3. All prepaid Subscribers who are using *121# and have received SMS from Vodafone are only eligible to participate in this Event.
4. Participant shares their experience by way of SMS of within 150 characters with the keyword ORISSA MEET and send it to 144.
5. After the expiry date of Event, Winners will be announced.
6. Top 10 Winners will be selected to meet Archita & Sabyasachi at a venue to be decided by Vodafone.
7. Winners will be selected based on best answer, which shall be selected by a third party judge.
8. Charges will be ZERO. Both *121# dialing and SMS to 144 are Toll Free Codes.
9. The Winners shall be informed by tele-calling and / or SMS.
10. Each Participant can share only 1 experience. Multiple answers will not be considered.
11. Selected Participant can also share his/her detailed experience on using *121# in front of everyone on the final day of this Event.

7. Process of sending SMS to 144

Step 1: For Subscriber



Automatic Reply if you have followed the correct process



8. Selection of successful Winners –

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

The selection of the Winners will be conducted at the end of the Event Period. Subscriber, who has replied the best answer within Event Period, will be eligible to win.

The Winners of the prize selected as per the process explained above will be eligible to meet Sabyasachi & Archita at a function organized by Vodafone. The details regarding the venue and other information would be appropriately informed to the Winners. Such Winners will be required to travel to the venue on the specified date to avail this opportunity, failing which, this opportunity will be forfeited and the Event will not be organized on any other date.

- 9.** The list of Winners will be announced after the end of the Event and after all the Winners selection processes are completed.
- 10.** All decisions of Vodafone on the selection of Winners shall be final and binding and no correspondence or communication shall be entertained in this regard.
- 11.** After the selection and validation, the Winners will be contacted, through SMS and / or calls, for 3 consecutive days, and will be given further details as to how, when and where will be the function to meet & greet Sabyasachi & Archita in person. The Winners agree that there shall be no liability on Vodafone in the event such message does not reach such Winners 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, Vodafone reserves the right to forfeit the gratification at its sole discretion.
- 12.** By entering the Event, You as Subscriber confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages from Vodafone, as it may in its sole and absolute discretion decide.
- 13.** Vodafone or its affiliates shall be entitled to use, in any manner, the details of the Participants for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Event, all Participants hereby agree to the same. Vodafone may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants.
- 14.** All incidental costs/taxes/levies related to the gratitude / participation in the Event, if any, shall be exclusively borne by the Subscriber, including but not limited to TDS, Gift tax (if any), Road Tax, Insurance and any other taxes applicable by the Central, State or Municipal government.
- 15.** The Subscriber shall not have the right to claim any damages, loss or costs from Vodafone for delay on any grounds whatsoever.
- 16.** Vodafone is not liable for any loss or damage of any nature whatsoever if incurred in connection with the Event, except for any liability which cannot be excluded by law.
- 17.** Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Vodafone including, but not limited to,

meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any Event, 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 Event or any transactions effected through the Event; (b) The Participant expressly agrees that his/her participation in the Event offered by Vodafone is at the Subscriber's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Event shall be construed to mean the giving of any warranty of any kind by Vodafone.

- 18.** The Winners shall meet & greet Sabyasachi & Archita subject to compliance with all applicable statutory legislations/ processes /formalities in connection with the Event(s) and on production of all such documents/papers as may be required by Vodafone. Any failure on the part of the Winners to comply with directions issued by Vodafone for participating in the meet & greet Event shall entitle Vodafone to forfeit the same.
- 19.** 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 herein.
- 20.** The list of the Winners will be published on www.vodafone.in after the end of the Event Period.
- 21.** This Event cannot be used in conjunction with any alternative Event or promotion.
- 22.** This Event is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone.
- 23.** The Terms and Conditions stated herein shall not override the Terms and Conditions of the Subscriber Enrolment Form (SEF).
- 24.** This Event 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.
- 25.** Questions and their answers, designed/sourced by Vodafone, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy / dispute regarding the questions or answers, Vodafone shall have no liability towards any Winners.
- 26.** Vodafone shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Event including but not limited to any technical failures in the telephone lines, failure of servers or the failure to provide the correct Event updates or any mistakes arising out of technical snags. Further, Vodafone shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone.

- 27.** Vodafone or any of its group entities or affiliates, or 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 Event.
- 28.** Vodafone reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Event or any part thereof including the eligibility criteria, the Terms and Conditions at its sole discretion at any time during its validity 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. You are therefore advised to check this website regularly for any update(s) or amendment(s) made to these Terms and Conditions.
- 29.** The employees of Vodafone and their group companies, affiliate or associate companies shall not be eligible to Participate in the Event.
- 30.** Vodafone may assign any or all of its rights under these Terms and Conditions to its affiliates without consent of the Subscribers.
- 31.** Vodafone reserves 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 Event. Failure by Vodafone to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 32.** Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Event is a violation of Criminal and Civil Laws and should such an attempt be made, Vodafone reserves the right to seek damages from any such Subscriber to the fullest extent permitted by law.
- 33.** Vodafone does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.
- 34.** Vodafone officials including its directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Event.
- 35.** You, the subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content/ WAP/ website/ USSD and all material or content related to the Event shall remain, at all times, owned by Vodafone / 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.
- 36.** Nothing in the Event shall affect any intellectual property rights of Vodafone in any product or service.

- 37.** Apart from the entitlement to the above opportunity to meet & greet Sabyasachi & Archita, the Winners or their legal heirs/ successors/ representative will have no other rights or claims against Vodafone.
- 38.** The Subscribers/Participants/Winners hereby irrevocably authorize Vodafone, that the data gathered during and/or after the Event in respect of the Participants (including Subscriber's name and photograph etc.) shall be the property of Vodafone and Vodafone shall be entitled to use the same in all its communications including marketing promotions and advertisements along with/without Vodafone's brand.
- 39.** The Winners' names will be announced as registered in the system of Vodafone.
- 40.** The Winner shall not be entitled to Participate in Meet & Greet, if he / she is not a Valid Subscriber of Vodafone on the date of claiming the prize.
- 41.** These Terms and Conditions are subject to Indian Law and the exclusive jurisdiction of the Courts in Bhubaneswar.