

TERMS & CONDITIONS FOR VODAFONE DANGAL MEET AND GREET CONTEST

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS VODAFONE DANGAL MEET AND GREET CONTEST. THIS CONTEST IS AN OPTIONAL CONTEST CONCEPTUALIZED BY VODAFONE INDIA LIMITED (HEREINAFTER REFERRED TO AS "VODAFONE INDIA") IN ASSOCIATION WITH _Zee entertainment enterprise ltd_ A COMPANY INCORPORATED UNDER THE COMPANIES ACT, AND HAVING ITS REGISTERED OFFICE AT 18th floor , A wing , Marathon future , NM Joshi Marg , Lower Parel < Mumbai (HEREINAFTER REFERRED TO AS "ZEE / ORGANISER"). THE CONTEST IS ORGANIZED BY "ZEE".

FOR THE PURPOSES OF THESE TERMS AND CONDITIONS, WHEREVER THE CONTEXT SO REQUIRES "YOU" OR "YOUR" SHALL MEAN ANY NATURAL PERSON WHO IS A VALID AND ACTIVE VODAFONE SUBSCRIBER.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO THE ACTIVE POST PAID OR PREPAID VODAFONE SUBSCRIBERS INTENDING TO PARTICIPATE IN **VODAFONE MEET AND GREET- AAMIR AND DANGAL TEAM** CONTEST (HEREINAFTER "**CONTEST**") DURING THE CONTEST PERIOD. BY PARTICIPATING IN THIS CONTEST 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 THIS CONTEST.

Terms and Conditions:

1. Vodafone meet and greet experience may allow the winners:
 - a. A chance to meet the stars of Dangal movie;
2. Subscriber shall mean the rightful user of the Vodafone India connection, pre-paid or post-paid, in whose name the mobile phone connection number (MSISDN) is registered with Vodafone India. In the event the number / connection is registered in the name of a company/ firm, Subscriber shall mean the employee who is authorized to use the connection, in the absence of any instruction in writing to the contrary by the employer. An Active Subscriber of Vodafone shall mean a Subscriber who uses Vodafone Subscriber Identity Module ("SIM") on a regular basis;
3. The Contest is open for participation for all eligible Vodafone Subscribers of Vodafone India Limited belonging to Mumbai telecom service area.
4. By participating in the Contest during the Contest Period, the eligible Vodafone Subscriber ("Participant" / "You") hereby acknowledge that you have read, understood, accepted and agreed to be bound by the full set of Terms & Conditions set forth herein. If you do not agree to these Terms & Conditions, then you have no right to participate in the Contest and you should not participate in the Contest.

5. You as an Eligible Participant of this Contest would ensure that there wouldn't be any misuse of this Contest. For availing this Contest, You agree to follow the modes as stated in point 7 below and abide by the norms as is stated herein. You may use this Contest only as permitted by law and during your participation in the Contest and during the meet and greet event you are prohibited from any UNLAWFUL, HARASSING, LIBELOUS, OFFENSIVE OR VULGAR behaviour. You are not allowed to insult or harm any person or organization, religion or community through this Contest.
6. Eligibility: This Contest is open for all Participants who are Vodafone India prepaid or postpaid Subscribers fulfilling the following criteria at the time of participation and during continuation of Contest:
- a. Participant must belong to Mumbai telecom service area of Vodafone India mentioned herein
 - b. Participant must be above the age of 18 years as on May 19, 2017.
 - c. Participant must be an Active Vodafone Subscriber on the Vodafone India network;
 - d. Participant must not have been subject of any criminal proceeding;
 - e. Participant must not - be of an unsound mind; and
 - f. Participant must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.
 - g. Participants who are roaming outside Mumbai telecom Circle will not be eligible to participate in the Contest.
 - h. Participant must not have any outstanding dues payable to VODAFONE INDIA on account of the mobile connection;
7. **Modes of entry in the Contest:** An Eligible Subscriber may participate in the Contest by Downloading Vodafone Play and registering in the App. The participant will thereafter have to answer a question correctly during a call placed by Vodafone India representatives.
8. **Contest Period:** The Contest is open for participation during the period as mentioned below ("Contest Period") –
- a. Contest valid from 18th May 2017, 12:00:01 PM till 19th May 2017, 11:59:59 AM, both days inclusive;
9. **Detailed terms and conditions of Meet and Greet Event:**
- a. **Selection of Winners**
 - i. Unless otherwise stated herein, the selection of two winners will be conducted by an independent auditor subject to the selected Participants answering a question correctly during a call placed by an agency. The winners will get the opportunity to meet the stars on 20th May 2017. Decision of the Organizer & Auditors, appointed by VODAFONE INDIA in this regard, shall be final and binding on the Participants. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA.

- ii. The process of selecting the winners would be done by an independent auditor. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA or the Organiser. The winners would receive a congratulatory call wherein the selected winners would be informed about the details of the venue, date of the Meet and Greet Event for which the winning Participant has been selected, since their personal presence shall be required as a winner. Also the winners' email id, social media handles and identity proof, address proof would be taken on the said call.
- iii. In case the winner does not respond or fails to provide information to the satisfaction of Vodafone India or the Organiser during the said congratulatory call, then in such an event Vodafone India or the Organiser reserves the right to replace the winner by the next eligible Participant.
- iv. Further if a winner, post confirmation does not turn up at the venue, then VODAFONE INDIA or the Organiser reserve the right to replace the winner with some other winning Participant at VODAFONE INDIA's or the Organiser's sole discretion.
- v. The winners would need to send their scanned photo on the email id that would be given during the call and the winner authorises Vodafone to suitably insert the said photo on the Vodafone website or Facebook, twitter or any other media as VODAFONE INDIA may deem appropriate, at its discretion.
- vi. You further acknowledge and agree that the name and image of the winner of the Contest may be published on the website www.vodafone.in or on VODAFONE INDIA'S digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by VODAFONE INDIA. The winner shall be individually contacted on the respective Vodafone Number as per VODAFONE INDIA's record (the number from which the My Vodafone App has been downloaded and registration has been completed. This Contest is available to Eligible Subscribers who have a valid Vodafone India mobile connection during the Contest Period. By participating in this Contest, 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 under the current Contest and upcoming Contests from Vodafone India, as it may in its sole and absolute discretion decide.

b. Attending Meet And Greet

- i. Applicable only to subscribers of Mumbai telecom circle.
- ii. The venue of the Meet and Greet Event will be conveyed to the Winners by Vodafone's outbound calling agent which call may be recorded, informing about their selection as winners and prizes under Contest.
- iii. The travel expenses to be borne by the winners.
- iv. The contest will run for 2 days from the announcement post on Vodafone Facebook page.
- v. All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent External agency appointed by the Organizer and decision of Independent External agency shall be final and binding on the Participants.

- vi. The announcement of the winners would happen on our Facebook page on 20th May prior to the meet and greet.
- vii. The Participants will not post any obscene or vulgar comment on Facebook Page and shall not put him/herself at risk (Any Defaming /Sharing of any personal details which may lead to any personal risk).
- viii. The Winners shall adhere to the instructions of the representatives of the Organiser during the Meet and Greet event. The Winners shall not consume alcohol, smoking, drugs, or anything objectionable during the Meet and Greet event. For ensuring security of the cast of 'Dangal' movie, the Organisers shall be entitled to remove any winner from the Meet and Greet event in case such Winner is found to be drunk or drugged or behaving with the 'Dangal' team members in an objectionable manner in the opinion of the Organiser. Decision of the Organiser in this regard shall be final and binding on the Winners.
- ix. The decision of the Agency appointed by the Organizers in this regard, and / or of the Organizers shall be final and binding on the winners coming to attend the Meet and Greet event. No dispute, of whatsoever nature, in this respect shall be entertained by the Organisers / Vodafone India.

10. Modification: VODAFONE INDIA reserves the right, at their sole discretion, to modify, discontinue or terminate the Contest or to modify these Terms and Conditions, at any time and without prior notice. VODAFONE INDIA reserves the right to change, suspend, remove, or disable access to the Contest at any time without notice. In no event shall VODAFONE INDIA be liable for the removal of or disabling of access to the Contest. VODAFONE INDIA may also impose limits on the use of or access to the Contest, in any case and without notice or liability. If Vodafone modifies these Terms, the modified terms will be posted on www.vodafone.in. 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 Contest. Your continued participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions. VODAFONE INDIA shall not be liable to You or to any third party for any modification, price change, suspension or discontinuance of the Contest.

11. VODAFONE INDIA reserves the right to not allow meeting the cast, in case of non-receipt of the said confirmation on the congratulatory call or any response from the subscriber. Further the Eligible Participants understand and agree that their Vodafone mobile number shall be available all the times during the contest / Contest Period and in case the Eligible Subscriber is non-contactable for any reason whatsoever, he/she shall be solely responsible for his/her rejection and VODAFONE INDIA shall not be anyway liable for the same.

You further acknowledge and agree that the name and image of the subscriber can be published on the Vodafone India website (including but not limited to Facebook and Twitter) or any other media as chosen by VODAFONE INDIA. By agreeing to participate in this contest you agree to allow Vodafone India to use your name and image (GIF and other formats) in a manner which Vodafone India may consider beneficial to its interests.

12. Contest Suspension: VODAFONE INDIA reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify these Terms & Conditions of the Contest or any part thereof at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes and/or any changes in in entitlements to Vodafone India from the Organisers and the same shall be binding on the Eligible Subscribers availing this Contest.

13. Disclaimer and No Warranty:

- (i) To the extent you choose to participate in this Contest you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Your access to and participation in the Contest is at your own risk.
- (ii) THE CONTEST IS PROVIDED ON "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VODAFONE INDIA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Specifically,
- (ii) VODAFONE INDIA will have no responsibility for any harm to any devices, including but not limited to Your wireless device, or other loss of data, or other harm that results from your access to or participation in the Contest; or (ii) makes no warranty that the Contest will meet your requirements or be available on an uninterrupted, secure, or error-free basis, or that data transmitted will be secure from unauthorized access; or (iii) any delivery, failures relating to the sending or receiving SMS; or (iv) any SPAM generated messages as result of Eligible Subscriber accessing the Website; or (v) Organizer/s not receiving or rejecting an answer; or (vi) any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons; or (vii) other conditions/situations or failures beyond its control. You agree to access to and participation in the Contest only where permitted by law.
- (iii) This Contest is being made purely on a "best endeavor" basis and participation of Eligible Subscribers is voluntary, and subject to acceptance of these Terms and Conditions. You agree that apart from the benefits available under the Contest, the participating Subscribers will have no other rights or claims against Vodafone India, unless otherwise expressly provided hereunder.

14. Limitation of Liability: YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND PARTICIPATION IN THE CONTEST REMAINS WITH YOU. NEITHER VODAFONE INDIA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT ("PROVIDERS") WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR

EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE CONTEST, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VODAFONE INDIA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VODAFONE INDIA NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VODAFONE INDIA NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE CONTEST. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE CONTEST, OR WITH ANY OF THESE TERMS, OR FEEL VODAFONE INDIA HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR PARTICIPATION IN THE CONTEST.

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

16. **Disqualifications:** Any of the winners can be considered as disqualified for the Rewards & Benefits, in case he/she fails to clear all outstanding dues payable to Vodafone India and /or is not a valid/active Vodafone U Subscriber during the Contest Period .

The Rewards & Benefits will stand withdrawn in case it is found that there are any prohibitory orders, judicial or otherwise against the Participant.

17. **Publicity:** The Participants hereby irrevocably authorize VODAFONE INDIA, that the data gathered during and/or after the Contest in respect of the Eligible Participants (including Subscriber name and Photograph etc.) shall be the property of VODAFONE INDIA and further VODAFONE INDIA shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Vodafone's brand.

18. You agree and understand that the Contest is only for the enjoyment of the Eligible Participants and You shall not try or intend to misuse this Contest stated herein. Thereby, you shall not unduly commercialize or resell any of the content made available under this Contest to any third party.

19. The Contest will be conducted under the audit supervision of an independent audit firm.

20. **Indemnity:** The winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the concert and hereby indemnify and shall keep indemnified, VODAFONE INDIA, its subsidiaries, affiliates, associates, directors, employees, agents etc. and the Organiser from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehavior, misconduct, unlawful acts, actions/inactions etc. of the winners.

VODAFONE INDIA shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the winners while availing the benefits of the Rewards & Benefits. Further, VODAFONE INDIA shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the Rewards & Benefits/s.

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

21. **Restrictions:** Employees / Associates / Agents / (including their family members / relatives) of VODAFONE INDIA and the Organiser will not be qualified for participating in the Contest.

22. **Dispute Resolution:** These terms and conditions are governed in accordance with the laws of India. Any dispute / matter arising out of or in relation to the Contest shall be subject to the exclusive jurisdiction of competent courts in Mumbai.

23. **Force Majeure** – This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India ("Force Majeure Event"). Vodafone India shall be liable for any delay or adverse effect caused to the Participants as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Participants.

24. **Intellectual Property Rights** - By participating in the Contest, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and to any third party content licensor to Vodafone India that is made available through the Contest.