



TERMS AND CONDITIONS OF MEET & GREET SALMAN KHAN

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**MEET & GREET SALMAN KHAN CONTEST**”. BY PROCEEDING WITH PLAYING THE **MEET & GREET SALMAN KHAN 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 THE **MEET & GREET SALMAN KHAN CONTEST**.

Terms and Conditions:

1. This **Meet & Greet Salman Khan** (hereinafter referred to as the “**Contest**”) is conceptualized, organized and conducted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (hereinafter referred to as “**OnMobile**” or “**Organizer**”), for enabling active¹ pre-paid and post-category of Subscribers² (“**Subscriber(s)**”) of Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited and Vodafone Spacetel Limited (hereinafter collectively referred to as “**Vodafone India**”) to participate in the Contest and is open during the period from **10th November 2014** from **00:00:01 hrs** to **17th February 2015** till **23:59:59 hrs**, (hereinafter referred to as the “**Contest Period**”). Organizer reserves the right to extend or shorten the Contest Period, as it deems fit, and any such change shall be published on the website defined below.

¹ An active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module (“**SIM**”) on a regular basis for purposes other than to participate in the Contest or any other contests offered by the Organizer and Vodafone India jointly.

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

2. The Contest is open for all Subscribers who satisfy the eligibility criteria mentioned in Clause 8 below and who belong to the following 20 Vodafone India telecom circles (“**Circle(s)**”) of ANDHRA PRADESH, ASSAM, NORTH EAST, BIHAR, ORISSA, DELHI, GUJARAT, HARYANA, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, MUMBAI, PUNJAB, HIMACHAL PRADESH, JAMMU & KASHMIR, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, WEST BENGAL, TAMIL NADU and CHENNAI. The Contest is available only in Hinglish and English languages, as per the classification of Circle-Groups, Languages and Zones* as mentioned below.

<i>S.No.</i>	<i>Circle-Groups</i>	<i>Zone</i>	<i>Languages</i>
1	ANDHRA PRADESH	South	English
2	ASSAM + NORTH EAST	East	English
3	BIHAR+ ORISSA	East	hinglish
4	DELHI + HARYANA	North	hinglish
5	GUJARAT	West	hinglish
6	KARNATAKA	South	English
7	KERALA	South	English
8	MAHARASTRA	West	hinglish
9	MUMBAI + MADHYA PRADESH	West	hinglish
10	PUNJAB + HIMACHAL PRADESH + JAMMU & KASHMIR	North	hinglish
11	RAJASTHAN	West	hinglish
12	UTTAR PRADESH EAST	North	hinglish
13	UTTAR PRADESH WEST	North	hinglish
14	KOLKATA + WEST BENGAL	East	English
15	CHENNAI & TAMIL NADU	South	English

3. A Subscriber by participating in the Contest, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the procedure for winner selection of the Contest as set out herein, and any appropriate changes that may be made to this Contest by the Organizer 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 OnMobile, their affiliates and associates or for any reason whatsoever.
4. Notwithstanding the foregoing, if the operation of or participation in the Contest is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe

to or participate in the Contest. No further notice shall be given by the Organizer or Vodafone India, in this regard.

5. 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.
6. Also, by participating in this Contest, You:
 - Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
 - Warrant the accuracy, truthfulness and currency of all information that You may have submitted;
 - Agree that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in the Contest, solely at Your own risk;
 - Warrant that prior to playing the Contest, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein; and
 - Confirm and undertake that You will make an informed choice regarding the option to play through voice or Short Message Service (“**SMS**”) and after understanding the implications of the same.
7. Participation in the Contest 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.
8. These Terms and Conditions are available on the Website at the following address: www.vodafone.in and <http://vodafone.contestzone.in> (“**Website**”). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.

9. Procedure and Eligibility to participate in the Contest

This Contest 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 of the Circles mentioned above;
- He/she must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- He/she must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

Further, the Subscribers who participate in the Meet & Greet Salman Khan Contest and are chosen as winners of each category of prize in accordance with the winner selection process under the Terms and Conditions of the Contest shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number ("**Winner(s)**"). 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.

The Subscribers who are roaming outside their home Circle will be barred from playing the Contest.

10. Charges:

- Subscribers can initiate the participation in the Contest by dialing the Unstructured Supplementary Service Data ("**USSD**") string *567*3# (toll free), or by sending any word to 567899 a Short Message Service ("**SMS**"), at Rs 5 per SMS or by clicking the Wireless Application Protocol ("**WAP**") link <http://10.10.5.215/2176> ("**WAP Link**") ([toll free](#)) or calling the number 567899 toll free, as more fully detailed in these terms and conditions..
- The questions in the Contest are divided into five levels ("**Level(s)**").
- Once a Subscriber follows any of the above-methods, s/he will be considered as a participant of the Contest and he/she can start playing questions under the Contest.
- If a Subscriber wishes to stop receiving updates from the Contest including without limitation questions under the Contest, then he/she may send STOP as an SMS to the number 567899 at Rs 5 per SMS or call 55677 (toll free). Subscribers may resume receiving updates anytime during the Contest Period by calling 55677 (toll free) or sending any word as an SMS to 567899 at Rs 5 /SMS or dialing the USSD String or clicking the WAP Link.

11. Contest on Voice:

- Contest will be available on the toll free number at 567899 for all Subscribers of the above mentioned Circles of Vodafone India.
- Subscribers will be informed of the rules, prizes to be won and Terms and Conditions URL of the Contest on calling the number 567899.
- The Contest consists of a total of 1000 questions, with 2 answer options each and the Subscribers may answer any number of questions on a particular day during the Contest Period, at their discretion. Level 1 will consist of 50 questions, Level 2 will consist of 100 questions and Level 3 will consist of 200, Level 4 will consist of 250 questions and Level 5 will consist of 400 questions, which may be played by the Subscribers.
- The questions may be answered by dialing 1 for 1st option or 2 for 2nd option on the phone keypad.
- Once the Subscriber presses 1 or 2 on his/her phone keypad as his/her answer for the relevant question, Rs. 5/- shall be immediately charged.

If the charging is unsuccessful, a “not charged” prompt will be played and the call will be dropped. Such answer of the Subscriber shall be disregarded and this will remain as an unanswered question and may be given to the Subscriber again sometime during the Contest period. Such uncharged answer/s shall be disregarded for the purposes of Winner selection process.

- For every right answer the Subscriber will receive points. There is no negative marking for a wrong answer. After every right answer, the Subscriber will be given his/her score, followed by the next question and the answer options and the process to answer the subsequent question. After every wrong answer the Subscriber will be played an appropriate prompt and given the next question and answer options.
- To listen to a question again Subscribers may press *.
- If a Subscriber stops playing the Contest, then he/she may resume playing by calling the toll free number 567899, to receive the next question and answer options.
- If the Subscriber stops playing the Contest after answering the nth question then when he/she calls back, he/she will be played the (n+1)th question.
- If the Subscriber stops playing the Contest without answering the nth question, then when he/she calls back, he/she will be played the nth question, which maybe different than the question received previously. i.e., if a Subscriber listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back, he/she will be played the 4th question which may be different from what he/she received previously.
- The questions under the Contest shall be based on information available to public at large.

- If a Subscriber stops playing the Contest after answering the nth question, then he /she will be sent a reminder SMS on his/her number registered with Vodafone India followed by another question. In case the Subscriber does not answer this question, he/she will be sent further reminder SMSs with questions and answer options.
- The Subscriber will be given the questions one after the other till he/she finishes answering all the questions.
 - Once the Subscriber has answered all the questions during the Contest Period, he/she cannot answer the questions again.
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- The Subscribers may send PT as an SMS to 567899 (toll free) to check their total score accumulated till that day during the Contest Period.
- The Contest can be played only once by a Subscriber.

12. Contest on SMS:

- Contest will be available on SMS on the number 567899 for all Subscribers of the above mentioned Circles by sending any keyword, except STOP to the number 567899.
- Subscribers can initiate the participation in the Contest by dialing the Unstructured Supplementary Service Data (“USSD”) string *567*3#, by sending any word to 567899 as an SMS at Rs 5 per SMS, by clicking the WAP Link <http://10.10.5.215/2176> or calling the number 567899 toll free. When a Subscriber using an MSISDN, follows the afore mentioned process to participate in the Contest through USSD, SMS and WAP, a welcome SMS is sent to that MSISDN of the Subscriber giving details of the Contest including the prizes to be won, the Terms and Conditions URL and such other details as the Organiser may decide at its sole discretion. This is followed by the 1st question and answer options. For the avoidance of doubt, please note that a Subscriber can play the Contest only through SMS, or voice mode or through the USSD. The amount charged for accessing the Contest on the WAP Link is subject to the charges of the data plan of the MSISDN of the Subscribers.
- Subscribers may also participate in the Contest by sending A or B as an SMS to 567899 as an answer to the promotion question that they receive on their numbers registered with Vodafone India.
- For each answer, the Subscriber will be charged Rs 5/-, unless otherwise mentioned. In case a Subscriber has less than Rs. 5/- balance on his/her number registered with Vodafone India, he/she will not be able to play the Contest. Answers to uncharged questions shall be disregarded for the purposes of Winner selection and the Subscriber and will remain as an unanswered question, and may be given to the Subscriber again sometime during the

Contest period. Such Subscriber shall be intimated of the unsuccessful charging by an appropriate SMS sent to his/her number registered with Vodafone India.

- The Contest consists of a total of 1000 questions, with 2 answer options each and the Subscribers may answer any number of questions on a particular day at their discretion. The questions under this Competition shall be based on information available to the public at large.
- Level 1 will consist of 50 questions, Level 2 will consist of 100 questions and Level 3 will consist of 200, Level 4 will consist of 250 questions and Level 5 will consist of 400 questions, which may be played by the Subscribers.
- For every right answer the Subscriber will get 1 point. There is no negative marking for a wrong answer.
- After every right answer, the Subscriber will be given his/her score, followed by the next question and the answer options and the process to answer the subsequent question. After every wrong answer the Subscriber will be played an appropriate prompt and given the next question and answer options.
- If the Subscriber stops playing the Contest after answering the nth question, then he/she may continue playing the Contest by sending any keyword, except STOP as an SMS to 567899, to receive the next question. If the Subscriber stops playing the Contest after answering the nth question then when he/she sends any SMS to 567899, he/she will receive the (n+1)th question.
- The questions under the Contest shall be based on information available to public at large.
- The Subscriber will be given the questions one after the other till he/she finishes answering all the questions.
- Once the Subscriber has answered all the questions during the Contest Period, he/she cannot answer the questions again.
 - The Subscriber may send PT as an SMS to 567899 to check their latest score.
- Every day during the Contest Period, all participating Subscribers will be sent a question in the morning on their numbers registered with Vodafone India, to help them start playing the Contest.
- The Contest can be played only once by a Subscriber.

13. Contest on USSD:

- If a Subscriber dials the USSD string *567*3# (“**USSD String**”) for the first time, a welcome SMS is sent to the MSISDN of the Subscriber through USSD, informing the Subscriber about the charges and prizes to be won, and the Terms and Conditions link.
- This will be followed by question and answer options on USSD channel.
- Contest consists of 1000 questions, which can be answered by Subscriber at any time. The questions under this Competition shall be based on information available to the public at large.
- Level 1 will consist of 50 questions, Level 2 will consist of 100 questions and Level 3 will consist of 200, Level 4 will consist of 250 questions and Level 5 will consist of 400 questions, which may be played by the Subscribers.
- All the questions have 2 answer options each and Subscribers can answer by sending A or B, as a response to the relevant question.
- For every right answer, the Subscriber will get 1 point. There is no negative point for wrong answers.
- After every right or wrong answer, the Subscriber will be sent a USSD message with right or wrong answer response along with the score details and the next question and answer options.
- In case of an invalid USSD input by the Subscriber, the Subscriber is sent a USSD message informing him/her that his/her USSD input is invalid and will contain details of how to answer the question correctly. This will be followed by an unanswered question and answer options.
- If Subscriber stops playing after answering the nth question then when he/she sends dials USSD String again, he/she will get the (n+1)th question on USSD. If the Subscriber stops playing after answering the nth question, then he/she can continue playing by dialing USSD String again, to receive the next question and answer options.

- The Subscriber will be given the questions one after the other till he/she finishes answering all the questions. Once the Subscriber answers all the questions, an exit message will be sent on USSD to the MSISDN of the Subscriber.
- The Contest can be played by a Subscriber only once.

14. Prizes and Winner Selection Process –

a) Bumper Prize :-

The selection of the Winner for the Bumper Prize will be conducted after the Contest ends. One MSISDN, per Zone, as per the classification of Zones* given below, with minimum 500 points in the Contest, will be selected as the Winner of the Diamond Voucher worth up to Rs 2,50,000/- and will get an opportunity to meet with Bollywood actor Mr. Salman Khan. The winning MSISDN will be removed from the eligible list of MSISDNs for the Monthly Prize and Weekly Prize. The Winner is entitled to use the Diamond Voucher, subject to the terms and conditions applicable to the Diamond Voucher.

b) Monthly Prize:-

The selection of the Winner for the Monthly Prize will be conducted as per the Schedule** given below. One MSISDN, across all Circle-Groups, as per the classification of the Circle-Groups*** given below, with minimum 250 points during the relevant month as per the Schedule below**, will be selected as the Winner of HTC One e8 (34000) for that month, worth upto Rs 35,000/-. One individual Subscriber can win the Monthly Prize only once in the Contest Period.

c) Special Prize:-

The selection for the Special Prize will be conducted after the Contest ends and after the Winner of the Bumper Prize and of the Monthly Prizes are selected. One MSISDN across all Circle Groups, as per the classification of the Circle-Groups*** given below, with the minimum cumulative score of 150 points, during the Contest Period, will be selected as the Winner of Gold Voucher worth up to Rs 20,000. The Winner is entitled to use the Gold Voucher, subject to the terms and conditions applicable to the Gold Voucher. The winning MSISDN will be removed from the eligible list of MSISDNs for Special 2nd Prize and Special 3rd Prize.

d) Weekly Prize:-

The selection for the Weekly Prize will be conducted at the end of the week, as per the Weekly Schedule**** given below. At the end of each week (“**Weekly End Date**”), One MSISDN across all Circles, as mentioned in Clause 2, with minimum 100 points till the

Weekly End Date, will be selected as the Winner of a Tablet worth up to Rs. 10,000/-, irrespective of whether the MSISDN has answered the 100 questions correctly in that particular week or any earlier week. This means that all MSISDN's who have answered 100 correct answers in any week as per the Weekly Schedule****, will become eligible for all weekly selections and do not have to score 100 right answers in that particular week. Once an MSISDN is selected as the winning MSISDN of this prize then such MSISDN will not be eligible to win the same prize again during the Contest Period.

e) Special 2nd Prize:-

The selection for the Special Prize will be conducted after the end of the Contest. One MSISDN per Zone, as per the classification of Zones* given below, with the minimum cumulative score of 50 points, in the Contest Period, will be selected as the Winner of Bank Gift Card worth up to Rs. 5000. The winning MSISDN will be removed from the eligible list of MSISDNs for Special 3rd Prize.

f) Special 3rd Prize:-

The selection for the Special Prize will be conducted after the end of the Contest. One MSISDN per Zone, as per the classification of Zones* given below, with the minimum cumulative score of 25 points, in the Contest Period, will be selected as the Winner of Bank Gift Card worth up to Rs. 2000.

g) Fantastic Friday –Except Gujarat:-

The selection for the Fantastic Friday Prize will be conducted for all Circles, except the Gujarat Circle. One MSISDN per Circle-Group, as per the classification of Circle-Groups***, on every Friday, with maximum points on the relevant Friday will be selected as the Winner of the Bank Gift Card or Recharge (defined later). The details of the prizes to be won hereunder will be communicated to the Subscribers, through SMS on the number of the Subscriber registered with Vodafone India. Once an MSISDN is selected as the winning MSISDN of this prize, then the MSISDN will not be eligible to win the same prize again during the Contest Period.

h) Fantastic Friday – Gujarat:-

One MSISDN from the Gujarat Circle, on such Fridays as will be determined by the Organisers in its sole discretion, with maximum points on that relevant Friday will be selected as the Winner. The details of the prizes to be won hereunder will be communicated to the Subscribers, through SMS on the number of the Subscriber registered with Vodafone India. Once an MSISDN is selected as the winning MSISDN of this prize then the MSISDN will not be eligible to win the same prize again during the

Contest Period. The prizes and dates on which the Fantastic Friday will be conducted will be communicated to the Subscribers through SMS or Out Bound Dialers or calls on the MSISDN of the Subscriber.

i) Daily 1st Prize:-

The Daily Prize shall be conducted for each day of the Contest. One MSISDN, per Circle-Group, as per the classification of Circle-Groups*** given below, with the score of 10 points on the relevant day during the Contest Period, in the least amount of time, will be selected as the Winner of Recharge³ worth up to Rs. 75/- for that day. Once an MSISDN is selected as the winning MSISDN of this prize then the MSISDN will not be eligible to win the same prize again during the Contest Period. The winning MSISDNs will be removed from the list of eligible MSISDNs for Daily 2nd Prize, Raining Recharge Day 1st Prize, Raining Recharge Day 2nd Prize and Raining Recharge Day 3rd Prize of that day. One MSISDN can win the Daily 1st Prize only once in the Competition. Without prejudice to the foregoing, the Subscribers shall be entitled to be selected as Winners of this prize only if they score the required 10 points correctly on the day such Winners commence participation in the Contest, by following the process detailed in these terms and conditions.

j) Daily 2nd Prize:-

The Daily Prize shall be conducted for each day of the Contest. One MSISDN, per Circle-Group, as per the classification of Circle-Groups*** given below, with the score of 5 points, in the least amount of time, on the relevant day in the Contest Period, will be selected as the Winner of Recharge worth up to Rs 50/-. One MSISDN can win the Daily 2nd Prize only once in the Contest. The winning MSISDN will be removed from the eligible list of MSISDNs for Raining Recharge Day 1st Prize, Raining Recharge Day 2nd Prize and Raining Recharge Day 3rd Prize of that day. Without prejudice to the foregoing, the Subscribers shall be entitled to be selected as Winners of this prize only if they score the required 5 points correctly on the day such Winners commence participation in the Contest, by following the process detailed in these terms and conditions.

k) Raining Recharge Day 1st Prize:-

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

The selection for the Raining Recharge Day 1st Prize will be conducted as per the schedule*#, for each day during the Contest Period. 20 MSISDNs, per Circle-Group, as per the classification of Circle-Groups*** given below, with the score of 15 points, in the least amount of time, on the relevant day, will be selected as the Winner of Recharge worth up to Rs 75/-. One MSISDN can win the Raining Recharge Day 1st Prize only once in the Contest. The winning MSISDN will be removed from the eligible list of MSISDNs for Raining Recharge Day 2nd Prize and Raining Recharge Day 3rd Prize for that day. Without prejudice to the foregoing, the Subscribers shall be entitled to be selected as Winners of this prize only if they score the required 15 points correctly on the day such Winners commence participation in the Contest, by following the process detailed in these terms and conditions.

l) Raining Recharge Day 2nd Prize:-

The selection for the Raining Recharge Day 2nd Prize will be conducted as per the schedule*#, for each day during the Contest Period. 60 MSISDNs, per Circle-Group, as per the classification of Circle-Groups*** given below, with the score of 7 points, in the least amount of time, on the relevant day, will be selected as the Winner of Recharge worth up to Rs 50/-. One MSISDN can win the Raining Recharge Day 2nd Prize only once in the Contest. The winning MSISDN will be removed from the eligible list of MSISDNs for Raining Recharge Day 3rd Prize. Without prejudice to the foregoing, the Subscribers shall be entitled to be selected as Winners of this prize only if they score the required 7 points correctly on the day such Winners commence participation in the Contest, by following the process detailed in these terms and conditions.

m) Raining Recharge Day 3rd Prize:-

The selection for the Raining Recharge Day 1st Prize will be conducted as per the schedule*#, for each day during the Contest Period. 250 MSISDNs, per Circle-Group, as per the classification of Circle-Groups*** given below, with the score of 3 points, in the least amount of time, on the relevant day, will be selected as the Winner of Recharge worth up to Rs 10/-. One MSISDN can win the Raining Recharge Day 3rd Prize only once in the Contest. Without prejudice to the foregoing, the Subscribers shall be entitled to be selected as Winners of this prize only if they score the required 3 points correctly on the day such Winners commence participation in the Contest, by following the process detailed in these terms and conditions.

- For Tamil Nadu and Chennai Circle, in case of a tie in the selection of the Winners of the Daily 1st Prize, Daily 2nd Prize, Raining Recharge Day 1st Prize or the Raining Recharge Day 2nd Prize, all such tied MSISDN's will be entitled to receive the respective prizes. In case of a tie in the Winners of the Daily 1st Prize, Daily 2nd Prize, Raining Recharge Day 1st Prize or the Raining Recharge Day 2nd Prize for all other Circles, the Winners will be selected through a system generated process, which will be scrutinized by an independent audit mechanism.
- The time taken for answering a question through the "Voice" mode or SMS or USSD on a day, is calculated from the time OnMobile's system receives the 1st correct answer from an MSISDN till the time OnMobile's system receives the 10 or 5 or 15 or 7 or 3 correct answers, as the case maybe from that MSISDN on that day, for the purposes of determining the Daily 1st Prize, Daily 2nd Prize, Raining Recharge Day 1st Prize and Raining Recharge Day 2nd Prize respectively. The total time taken by an MSISDN to provide the correct answers in a day, whether on Voice or SMS or USSD is used to determine the Daily Prizes and Raining Recharge Day Prize Winners. All Subscribers who participate in the Contest are provided the option to play the Contest through Voice (as detailed in Paragraph 11), SMS (as detailed in Paragraph 12) and USSD (as detailed in Paragraph 13) and are aware that time taken to answer a question through SMS and USSD is recorded only upon receipt of the SMS or USSD by OnMobile's system and not from the time that the SMS or USSD has been sent by the Subscriber. Accordingly, time taken to correctly answer the questions in a day through SMS or USSD may be more than the time that is clocked in the Voice mode.

The Subscribers shall not raise or have any claims against OnMobile or Vodafone India in this selection or determination of the Winners of the Daily 1st Prize, Daily 2nd Prize, Raining Recharge Day 1st Prize and Raining Recharge Day 2nd Prize respectively and neither OnMobile nor Vodafone India shall not be responsible for any delays, whether related to technical snags including due to network failure, system error or any other delays in intermediate systems such as Short Message Service Center or otherwise.

Classification of Circle Groups*, and Zones*:-**

S.No.	Circle-Groups***	Zone*
1	ANDHARA PRADESH	South
2	ASSAM + NORTH EAST	East
3	BIHAR+ ORISSA	East
4	DELHI + HARYANA	North
5	GUJARAT	West
6	KARNATAKA	South
7	KERALA	South
8	MAHARASTRA	West
9	MUMBAI + MADHYA PRADESH	West
10	PUNJAB + HIMACHAL PRADESH + JAMMU & KASHMIR	North
11	RAJASTHAN	West
12	UTTAR PRADESH EAST	North
13	UTTAR PRADESH WEST	North
14	KOLKATA + WEST BENGAL	East
15	CHENNAI & TAMIL NADU	South

****Schedule for Monthly Prize:-**

Month	From	To
1	10-Nov	9-Dec
2	10-Dec	8-Jan
3	9-Jan	17-Feb

******Schedule for Weekly Prize:-**

Week	From	To
1	10-Nov	15-Nov
2	16-Nov	22-Nov
3	23-Nov	29-Nov

4	30-Nov	6-Dec
5	7-Dec	13-Dec
6	14-Dec	20-Dec
7	21-Dec	27-Dec
8	28-Dec	3-Jan
9	4-Jan	10-Jan
10	11-Jan	17-Jan
11	18-Jan	24-Jan
12	25-Jan	31-Jan
13	1-Feb	7-Feb
14	8 Feb	17 Feb

**** Raining Recharge Day Schedule:-**

No	Raining Recharge Day
1	18-Nov-14
2	25-Nov-14
3	2-Dec-14
4	8-Dec-14
5	9-Dec-14
6	16-Dec-14
7	23-Dec-14
8	30-Dec-14
9	6-Jan-15
10	13-Jan-15
11	27-Jan-15
12	3-Feb-15
13	10 Feb 15

- i) In the selection of the Bumper Prize or Monthly Prize or Weekly Prize or Special Prize, Special 2nd Prize and Special 3rd Prize, in case of a tie in the score, one round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by

checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.

- ii) A Subscriber is eligible to win more than one prize during the Contest Period, which means that he/she can win more than one prize provided he/she meets the above said criteria of the respective prizes and subject to Clauses 49 and 50.
- iii) If a Subscriber plays the Contest over all the channels (Voice, USSD & SMS), his/her score will only be cumulative and not exclusive for each of the channels. ie: if the Subscriber has started playing the Contest on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS or USSD, he/she will be given the 4th question on either SMS or USSD, and if he/she answers the question correctly, his/her score will be 3. This will be the score that will be considered for the Winner selection for all the prizes.

- Without prejudice to the foregoing, the Competition Pack Members shall not hold OnMobile, the **Independent Auditor** (defined below) or Vodafone India liable for the Winner selection process under this Competition.

- The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Competition will be witnessed by an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Winners, certify such process.

Notwithstanding anything to the contrary, the Subscribers hereby agree and confirm that they shall not raise any claims or disputes in relation to the Winner selection process and/or prizes conducted and distributed by the Organizer and Vodafone India in different Circles, as detailed in these Terms and Conditions.

15. All the Subscribers may receive reminder scores or promotional SMSs about the Contest daily at regular intervals during the Contest Period.

16. By entering the 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 including without limitation daily updates of Your score and such other updates of the current contest, promotional updates on the current active competition or/and any such contest/s

as may be active for participation during the Contest Period. Also, the Subscribers may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming contest/s for 20 days from the date of commencement of such upcoming contests.

- 17.** The Subscribers hereby agree to receive promotional updates of all other contests which are live during the Contest Period. Subscribers may send STOP as an SMS to 567899 to stop receiving such updates.
- 18.** All prizes will be given after deducting various taxes, license fees and charges as applicable, except as otherwise stated in writing.
- 19.** The Winners shall not be entitled to their respective prizes, 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 Contest, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement period.
- 21.** The list of Winners of the prizes shall be published on the Website, after the end of the Contest and after all Winner selection processes have been completed. The Terms and Conditions for the Contest may also be made available on the Website defined above. The Terms and Conditions of the Contest can be amended or varied from time to time or withdrawn and such amendments and changes would be specified in the Website hence please visit the Website to keep Yourself updated and informed.
- 22.** All decisions of the Organizer in respect of all transactions under this Contest, including without limitation the selection of Winners as certified by the Independent Auditor and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
- 23.** The prizes offered in this Contest will be sponsored and distributed by OnMobile or a designated third party.
- 24.** All prizes offered in this Contest are subject to availability. Organizer reserves the right, at its sole discretion, to provide alternate models or brands of the same value or issue a Bank Voucher (defined below), for the value of the prize won under the Contest after deducting

applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Voucher.

- 25.** After the selection and validation of the Winners of all the prizes under this Competition, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Winner(s) registered with Vodafone India, and will be given further details as to how, when and where they can redeem their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-67186352 or 080-67186344 or +91-80-49292425. The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. 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**"). The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer, under the respective categories under the Contest. 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 required to provide their address to which the prizes may be sent by the Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing the Competition. Delivery of prizes will be subject to the Winner giving the correct address and his/her availability there. The Winners agree that there shall be no liability on the Organizer or Vodafone India in the event the Winners cannot be contacted, on any account 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.
- 26.** Without prejudice to the foregoing Clause 25, any failure on the part of the Winners of the Contest to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and/or the same prize will be given to the next eligible Winner, which shall in the case of Bumper Prize Winners be limited to 3 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s). 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 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.

- 27.** 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.
- 28.** Neither Vodafone India nor OnMobile shall be responsible for any claims arising out of technical failures before, during, between or after the completion of this Contest, 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, delay in sending or receiving an SMS, delay in time recorded for answering a question through voice and SMS mode including during the tie-breaker process, failure of servers or the failure to provide the correct Contest 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 reasonable control of the Organizer or Vodafone India.
- 29.** 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 participation in the Contest.
- 30.** 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 Contest, all Subscribers hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Subscribers to other Subscribers except as expressly mentioned in the Terms and Conditions herein. The Subscribers also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.
- 31.** Prize(s) shall neither be transferable nor exchangeable for cash, unless otherwise expressly agreed by the Organiser. Mere participation in the Contest shall not entitle a Subscriber to the prize. No other person or agent can claim the prize on behalf of the Subscriber, unless expressly mentioned herein.

- 32.** A Bank Gift Card acts as a pre-filled card, in which the Winner's prize amount, less TDS if applicable, is available and is given to the Winners at the discretion of the Organizer as an alternative of the prize(s) subject to availability of the prize(s). This Bank Gift Card can be used / swiped as a debit card in all outlets where Bank Gift Cards are accepted. The Bank Gift Card is valid for a minimum period of 6 (six) months from the date of its issue to the Winners. The applicable terms and conditions for such Bank Gift cards shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by the Organizer, at its sole discretion, to any category of prizes.
- 33.** 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 34 herein.
- 34.** All prizes must be claimed by the Winners, along with the documents specified herein below within the time period specified by the Organizer. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):
- a. Identity Proof;
 - b. Address Proof;
 - c. Photocopy of PAN Card;
 - d. 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 Contest;
 - 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; and
 - f. Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable law.
- 35.** Any prize of value in excess of INR 10,000/- in a year* will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the Winner at the prevailing rate. Further, all the Winners must furnish a valid Indian PAN Card to claim the prize amount, or prize, irrespective of the value of the same, failing which the Winners' prize shall be

forfeited, or the prize shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer.

*A Subscriber earning prize in excess of INR 10,000 in a year in aggregate from all competitions / offers conducted by OnMobile Global Limited as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.

- 36.** The Gold Voucher which may be given to the Winner(s) as a prize shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source (“TDS”) @ 30.99% or as applicable from time to time and applicable Value Added Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold received.
- 37.** The purity of the gold being offered as prize in this contest will be of 22 carat certified gold. The Winners may use the respective Gold Vouchers being given in this Contest to purchase gold only up to the value specified in the respective Gold Vouchers, irrespective of the rate of conversion of gold at the time of such purchase.
- 38.** The Diamond Voucher may be used by the Winner to purchase diamonds only up to the value specified in the respective Diamond Voucher. The Winners shall not have any claims in matters arising from or in connection with the Diamond Voucher, including without limitation the quality or quantity or price of the diamonds so purchased and shall indemnify and keep indemnified the Organiser, Vodafone India and the third party issuing the Diamond Voucher. The Diamond Voucher may be used only in stores accepting the Diamond Voucher as will be detailed in the Diamond Voucher. You acknowledge and agree that the amount mentioned in the Diamond Voucher may not be fully utilized, subject to change in the rates and related antecedents to such Diamond Voucher; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the prize money for using the Diamond Voucher at the time of purchase and You shall not claim any reimbursements from the Organiser and Vodafone India. You hereby agree that the Diamond Voucher is at all times subject to the terms and conditions mentioned in the Diamond Voucher, and such Diamond Voucher will be applicable to be used only for a limited period as detailed in the Diamond Voucher.
- 39.** Organizer is not liable for any direct or indirect costs or expenses in relation to the Contest which are to be borne by the Subscriber personally, including without any limitation applicable taxes to be borne by the Subscribers eligible for the prizes.

40. The Subscribers hereby agree that Organizer and /or Vodafone India shall not be liable in any manner whatsoever to the Winners of the Bumper Prize in the event such Winners do not get an opportunity to meet Mr. Salman Khan, including without limitation for any reason beyond the reasonable control of the Organizer and/or Vodafone India, and the Subscribers hereby agree to have no claims in this regard, including for compensation. In the event of cancellation of the meeting with Mr. Salman Khan, the Organizer will immediately inform the Winners of the same through call or an SMS on their respective numbers registered with Vodafone India. The details of the meeting with Mr. Salman Khan under the Bumper Prize including without limitation the date, time, location and venue of the meeting shall be decided by the Organizer at its sole discretion and the Winners shall be intimated by the Organizer of such details. The Winners shall be required to inform the Organizer of their willingness and consent to the details of the meeting within 3 (three) days from the date of intimation by the Organiser, failing which such Winners will be deemed to have forfeited this opportunity of meeting Mr. Salman Khan under the Bumper Prize. The Organizer shall provide the following benefits to the Winners:

- One economy class return flight ticket or one 3rd or 2nd air-condition return railway ticket for travel to and from any major airport or railway station, nearest to the Winner's address registered with Vodafone India to the location of the meeting;
- Reasonable accommodation for each Winner, for the duration of the meeting, as determined by Organizer in its sole discretion; and
- Transport to and fro from the accommodation or from the airport or railway station as the case may be, to the venue of the meeting, as determined by Organizer in its sole discretion.

No requests of the Winners shall be entertained by the Organiser and/or Vodafone India for changing or altering the details of the meeting, including the above-mentioned benefits.

41. Subscriber may contact OnMobile at the toll-free number [1800 1234 000] regarding any queries, complaints, disputes pertaining to the Contest between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, You may send an email to contest@onmobile.com which will be answered on working days, between Monday to Friday. All queries, disputes and complaints arising in relation to the Contest must be addressed by You in writing to OnMobile only, and Vodafone India shall not, for any reason whatsoever, entertain any communication in this regard.

- 42.** Any Subscriber providing any incorrect information or concealing and/or withholding any information from the Organizer with an intent to participate and/or win any prize/s in this Contest will automatically be disqualified from participating in it and winning the different categories of prizes under the Contest. 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.
- 43.** The Subscriber shall not have the right to claim any damages, loss or costs from the Organizer and/or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. Vodafone India and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as prize/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Contest. OnMobile and/or Vodafone India are also not liable for any defect or deficiency in the prize(s) so offered or availed by the Subscribers under this Contest.
- 44.** Apart from the entitlement to the above prizes, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organizer, unless otherwise specified herein.
- 45.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred in connection with the Contest.
- 46.** 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.
- 47.** The Organizer, at its sole discretion, may or may not provide a cash alternative to any of the prizes being offered in this Contest.
- 48.** The prizes shall be handed over by the Organizer on receipt of all the documents under Clause 34, from the Winners, required to process the distribution of the prize.

- 49.** In all contests launched by Organizer and Vodafone India jointly (“**Vodafone Contest (s)**”) for the financial year 2014-15, one individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, is entitled to win prizes aggregating up to Rupees Five Lakhs only (“**Threshold Limit**”). However,
- a.* Notwithstanding the Threshold Limit, If an individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, has not achieved the Threshold Limit and subsequently wins an individual prize in the financial year 2014-15 which results in his/her cumulative winnings for the financial year 2014-15 to achieve the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2014-15. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any Vodafone Contest in the financial year 2014-15, individually results in him/her crossing the Threshold Limit in the financial year 2014-15;
 - b.* Once any individual Winner, irrespective of the number of mobile connections registered in his/her name, achieves the Threshold Limit for the financial year 2014-15, he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in financial year 2014-15; and
 - c.* In the event there are multiple Vodafone Contests live simultaneously, the Winner announcement of which need not follow the same order as the respective Vodafone Contest launch dates, then the order of the Vodafone Contests for the purpose of reckoning the Threshold Limit shall be as determined by the Organizer in its sole discretion, and no claims shall be made by any Subscribers in this regard.
- 50.** In all Vodafone Contests launched by the Organizer and Vodafone India jointly for the financial year 2013-14, one individual Winner, irrespective of number of mobile connections registered in his/her name, who has already won prizes totaling Rupees Ten Lakhs or more for such financial year 2013-14, will not be eligible to win prizes exceeding an aggregate of Rupees Ten Thousand or more, for the financial year 2014-15.
- 51.** This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of similar nature.
- 52.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 53.** Questions and their answers are sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In the

event of any discrepancy and/ or dispute regarding the questions or answers, neither OnMobile nor any third party involved shall be liable towards any Subscriber in any manner.

- 54.** Organizer 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 Contest.
- 55.** Vodafone India and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest 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. 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.
- 56.** This Contest is being made purely on a “best effort” basis and participating in this Contest is voluntary.
- 57.** This Contest 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.
- 58.** The employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in this Contest.
- 59.** 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.
- 60.** 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 Contest. Failure by the Organizer or Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights.

61. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Contest 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.
62. Organizer does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.
63. 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 Contest.
64. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link and Website and all material or content related to the Contest shall remain, at all times, owned by OnMobile, 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 Link and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
65. 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 OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to the Contest as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Subscribers.
66. Subject to any applicable law (a) warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Vodafone India and/ or OnMobile 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, 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 contest or any transactions effected through the Contest; (b) The Subscriber expressly agrees that his/her participation in the Contest 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 Contest shall be construed to mean the giving of any warranty of any kind by Vodafone India or OnMobile.

- 67.** The Subscribers participating in the Contest shall indemnify and keep indemnified Vodafone India 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 OnMobile 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 Contest to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and OnMobile 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 Contest.
- 68.** Neither Vodafone India nor OnMobile is responsible nor guarantees the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Contest.
- 69.** Nothing in the Contest shall affect any intellectual property rights of Organizer or Vodafone India or any of its affiliates in any service made available on the Website.
- 70.** The Subscribers and Winners hereby irrevocably authorize Vodafone India and its subsidiaries, to use the data gathered during and/or after the Contest 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.
- 71.** The Winner's name will be announced as registered in the system of Vodafone India.

- 72.** 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 Organizer shall at all times be binding and final.
- 73.** The provisions of this service, the Competition and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.
- 74.** These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone, whose decision shall be final and binding on the parties. The place of Arbitration shall be at Mumbai.