



Terms and Conditions

The Dhamaka Offer is organized by Vodafone Digilink Limited, (herein referred to as "VDL") for its valid Prepaid Cellular Mobile Subscribers of Haryana Service Area (hereinafter referred to as the "Subscriber/s") of VDL subject to the terms and conditions mentioned herein. These terms and conditions shall be applicable for all Prepaid Subscribers eligible for the VDL Dhamaka Offer.

1. The VDL Dhamaka Offer is valid during Dhamaka Period
2. All Subscribers shall be entitled to participate in the VDL Dhamaka Offer subject to the terms of the eligibility.
3. All customers who do a Data Recharge will be asked question next day by push USSD ("Unstructured Supplementary Service Data") with 2 answer option which they have to answer correctly .
4. The Subscriber can press 1 for 1st option and 2 for 2nd option on the phone keypad to answer. The subscriber has to give correct answer to be eligible for VDL Dhamaka Offer. Any wrong answer
5. Winner will be selected through a random draw of eligible Subscriber every day during Dhamaka Period and the winners would be picked by an independent auditor. Auditor's decision in this regard, shall be final and binding on the participants in the VDL Dhamaka Offer . No dispute or enquiry of whatsoever nature, in this respect shall be entertained by VDL.
6. The Winner/s ("Winner") may be announced by VDL via SMS and/or Out Call on their registered mobile number and/or through any other manner as VDL may deem appropriate. In the event, VDL is not able to establish successful contact with a winner within 3 days from the date of announcement, that winner shall not be considered for the prize, and VDL may choose any other prize winner, at its sole discretion.
7. VDL will not be responsible for any USSD/SMS message delivery failure, for any lost, late or misdirected network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and/or other conditions beyond its reasonable control.
8. The Winner name can be withdrawn, on sole discretion of VDL , in case he/ she fails to clear all outstanding dues payable to VDL and / or is not a Valid*/Active** VDL Subscriber on the date of claiming the prize of VDL Dhamaka Offer
9. The Prize for the VDL Dhamaka Offer will be given only to those winner in whose name the VDL mobile number is registered and is the winner's responsibility to produce such documents and/or credentials to prove his her/her identity at his/her own cost. No other person or agent can claim the prize of VDL Dhamaka Offer on behalf of the winner.
10. All prizes must be claimed by the winners, along with the documents specified herein below within the time period specified by VDL. 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. An affidavit in the format provided by VDL, declaring that the winner is the rightful user of the VDL number and the same is registered with the operator in the name of the winner and;
- e. Letter of compliance with rules and regulations and declarations in the format as may be required by VDL or applicable law.

11. The winners shall be responsible to bear the cost and incidental expenses of traveling from their respective locations to the venue as may be required by VDL. The Venue, date and time of distribution of prizes shall be at sole discretion of VDL. Winners shall collect their prize on the date, Venue and on time as communicated by VDL failing which the winner automatically waive off his rights on Prize/s. Winners shall collect their prize on the date/s, venue and on time as communicated by VDL failing which the winner automatically waive off his rights on prize/s. The prizes must be claimed by the winners personally on the date/s, venue and on time as communicated to winners. VDL shall not be liable for any such failure in the collection of the prize by the Subscriber and shall not entertain any request for re-imbusement or compensation for the same. VDL 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 prize. Further, VDL shall not be liable in any manner for any loss (including loss of life), damage, theft, or any other mishap caused directly or indirectly in respect of the winner collecting the prize.

12. All prizes offered in the VDL Dhamaka Offer are subject to availability. VDL reserves the right, at its sole discretion to provide alternate models or brands in the prize and/or to change the prizes at any time. VDL also reserves the right to announce other prizes apart from these prizes to eligible participants. VDL shall not be obliged to give any prior notice for the aforesaid changes in prize.

13. There are no charges for participating in the VDL Dhamaka Offer. However, merely participating in the Offer will not entitle any participant to win the prize

14. Any local levies, taxes, duties or any other statutory liabilities associated with the prize will have to be solely borne by the winner. The winners Permanent Account Number (PAN) and other details would be taken for record. Compliance with respect to statutory obligations/taxes will be the responsibility of the winners.

15. VDL shall not be liable for any defect/s in the prize/s, and makes no representation or warranty, of any kind, to the participants or any third party, and hereby expressly disclaims all warranties, express or implied including, but not limited to, any implied warranty of accuracy, timeliness, completeness, merchantability or fitness for particular purpose. VDL shall not be liable or responsible for any loss/damage to the prize/s during transit. VDL shall not be liable for any defect/s in the prize/s, and makes.

16. VDL will not be responsible under any circumstances for any technical snag.
17. In case the announced winner declines to accept the VDL Dhamaka Offer Prize they shall not be eligible for any compensation, gifts or any other benefits of what so ever nature from VDL.
18. The VDL subscriber / winner hereby irrevocably authorize the VDL that their data or information gathered during the Dhamaka Offer shall be the property of VDL and VDL shall be entitled to use the same in its communications including, marketing promotions and advertisements, along with or without Vodafone brand, without any further consent or permission from the VDL subscriber / winner. By entering into the VDL Dhamaka Offer, the winner/s waive all copyrights, rights of publicity and any related rights, and consents to VDL right to picture, tape or portray him/her as a winner, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law.
19. The Subscribers participating in the VDL Dhamaka Offer shall indemnify and keep indemnified VDL and its group entities, their officers, directors, employees, customers, affiliates, subsidiaries 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 VDL 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 VDL Dhamaka Offer to comply with applicable law and any third party claim in respect of misuse of any information of a third party. VDL shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. VDL and/or any of its group entities or 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 VDL Dhamaka Offer.
20. Apart from the entitlement to the above VDL Dhamaka Offer , the Winner or their legal heirs will have no other rights or claims against VDL.
21. Employees / Associates / Agents / Dealers (including their family members / relatives) of VDL and/or Organizers will not be qualified for winning the VDL Dhamaka Offer
22. The VDL Dhamaka Offer shall not be transferable / redeemable against any other service offered by the VDL nor for cash. No request shall be entertained by VDL in this regard.
23. VDL reserves the right to change / modify the VDL Dhamaka Offer or terms and conditions of the VDL Dhamaka Offer , at any time at its own discretion, without assigning any reason. VDL shall not be obliged to give any prior notice for aforesaid change / modification.

24. By participating in the Offer, the Subscriber confirms and waives the applicability of rules and regulations of the National Do Not Call registry and agrees to receive promotional messages and alerts under the current Offer and upcoming offers from VDL, as it may in its sole and absolute discretion decide.

25. This VDL Dhamaka Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VDL.

26. This VDL Dhamaka Offer is subject to guidelines/ directions issued by the Telecom Regulatory Authority of India or any other statutory authority from time to time.

27. In case of any dispute or difference in respect of or in connection with the VDL Dhamaka Offer herein, the decision of the independent auditor shall be final and binding on all concerned.

28. VDL reserve 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 VDL Dhamaka Offer. Failure by VDL to enforce any of their rights at any stage does not constitute a waiver of those rights.

29. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the VDL Dhamaka Offer is a violation of Criminal and Civil Laws and should such an attempt be made, VDL reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.

30. Participation in this VDL Dhamaka Offer implies acceptance to all the terms and conditions of the VDL Dhamaka Offer mentioned herein.

31. Under no circumstance shall VDL, or its affiliates, or subsidiaries, or their directors, employees, officers, agents or representatives, be liable to the participant and/or any third party for any loss of profits or loss of opportunity, incidental, indirect, consequential, special, exemplary or punitive damages whatsoever, even if they have been advised of the possibility of such damages.

32. Any dispute/matter arising out of or in relation to the VDL Dhamaka Offer is subject to jurisdiction of competent court/s of Delhi alone.

33. Any customer who is declared winner also consents to getting his/her photograph clicked & the same appearing in the leading publications of Haryana

*Valid Subscriber means having valid Subscription of Vodafone Prepaid cellular mobile telephony services as per Law.

** Active Vodafone Subscriber means a subscriber whose Vodafone Prepaid mobile number subscription is valid and whose Vodafone Prepaid number is active on Vodafone's network at the time of distribution of the VDL Dhamaka Offer