



# Win Big with Vodafone

## This festive season win big with Vodafone



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### Terms and Conditions

- "WIN BIG WITH VODAFONE"** (hereinafter referred to as the "CONTEST") is conceptualized, organized and hosted by **Vodafone Mobile Services Limited**, and is open for subscribers who will buy new Vodafone prepaid or postpaid connections and Vodafone customers who will activate 2G/3G/4G Data packs (In Case of postpaid, Customers who are active on any auto renewal Data packs are also eligible), during the period from **1st October 2016, 00:00:01 hrs to 25th October 2016, 23:59:59 hrs**, both days inclusive (hereinafter referred to as the "CONTEST Period"). Organizer reserves the right to extend or shorten the CONTEST Period, as it deems fit.

- The CONTEST is open for all Subscribers of **Vodafone Mobile Services Limited** who satisfy the eligibility criteria mentioned in Clause 3 below and who belong to the Gujarat circle.

### Eligibility

This CONTEST is open for participation for all Subscribers who fulfill the following criteria:

- He/she must be of or above 18 years of age;
- He/she must be a resident of India;
- He/she must belong to Gujarat Circle;
- He/she must be an active Subscriber;
- He/she must not have been the subject of any criminal proceeding;
- 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.
- subscribers who will buy new Vodafone prepaid or postpaid connections and Vodafone customers who will activate 2G/3G/4G Data packs (In Case of Postpaid, Customers who are active on any auto renewal Data packs are also eligible) playing this CONTEST shall be referred to as a "Participant" throughout these Terms and Conditions. Only those Subscribers who hold Vodafone connections on Individual names are eligible for this contest. (Subscribers who hold Vodafone connection under any company name are not eligible for this contest).
- For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who is a Participant.

Also, by participating in this CONTEST, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- Agree that You are entering into this CONTEST as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone. You are acting voluntarily, using Your own time and resources to participate in this CONTEST, solely at Your own discretion and risk;
- Warrant that You have read understood and agreed and confirmed to these Terms and Conditions;
- Warrant the accuracy, truthfulness and currency of all information that You have submitted; and
- Warrant that prior to playing this CONTEST, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.

A Participant, by participating in the CONTEST, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the winners under this 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 the Organizer, its affiliates and associates or for any reason whatsoever.

- Further, the Participants who participate in the CONTEST and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the CONTEST shall be required to be the active and registered Gujarat Vodafone 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 connection, the Organizer reserves the right to award the prize to the next eligible Winners or to forfeit the prize, at its sole discretion.

- These Terms and Conditions are available on the Website. The Terms and Conditions can be amended or varied from time to time or withdrawn without prior notice to You and therefore, please visit the Website to keep Yourself updated and informed.

### Selection of successful Winners – The selection process of the successful Winners for all the prizes in this CONTEST will be as follows and in the order as follows:

**Prize 1: Lenovo A2010 4G Mobile Phones** - 200 customers will be selected on **random basis** from Eligible subscriber dump as per below schedule for **Lenovo A2010 4G Mobile Phone**. List of these 200 Customers will be given to Radio partner. RJs of Radio Partners will call these customers and will ask skill based questions, and basis the performance RJs will announce winners of **Lenovo A2010 4G Mobile Phones as per schedule given below.**

Winner Announcement Dates for Lenovo A2010 4G Mobile Phones	Eligibility Dates	
	Start Date	End Date
6 Oct	1 Oct	4 Oct
7 Oct	1 Oct	5 Oct
8 Oct	1 Oct	6 Oct
13 Oct	1 Oct	11 Oct
14 Oct	1 Oct	12 Oct
15 Oct	1 Oct	13 Oct
20 Oct	1 Oct	18 Oct
21 Oct	1 Oct	19 Oct
22 Oct	1 Oct	20 Oct
27 Oct	1 Oct	25 Oct

**Prize 2: Mahindra Gusto 110 DX** - 200 customers will be selected on **random basis** from Eligible subscriber dump as per below schedule for **Mahindra Gusto 110 DX**. List of these 200 Customers will be given to Radio partners. RJs of Radio Partners will call these customers and will ask skill based questions, and basis the performance RJs will announce winners of **Mahindra Gusto 110 DX as per schedule given below:**

Winner Announcement Dates for Mahindra Gusto 110 DX	Eligibility Dates	
	Start Date	End Date
7 Oct	1 Oct	5 Oct
8 Oct	1 Oct	6 Oct
14 Oct	1 Oct	12 Oct
15 Oct	1 Oct	13 Oct
21 Oct	1 Oct	19 Oct
22 Oct	1 Oct	20 Oct
27 Oct	1 Oct	25 Oct
29 Oct	1 Oct	25 Oct

**Bumper Prize: Harley Davidson Bike Vivid Black color HD Street 750** - The selection for the Bumper Prize will be conducted at the end of the contest on random basis for 200 MSISDNs from the list of eligible subscribers from 1st Oct 2016 to 25th Oct 2016, and these 200 subscribers will be given to Radio Partners. Radio Partners will call these customers and will ask skill based questions, basis on the performance, first 20 Subscribers will get a chance to enter into 2nd Round to Win Bumper Prize. In this 2nd Round, RJs of Radio partner will ask skill based questions/will ask to perform skill based activities and basis on the performance of this skill based CONTEST, One Subscriber will be declared as winner of Bumper Prize **Harley Davidson Bike Vivid Black color HD Street 750.**

Final round of the Contest for Bumper prize will be held at Ahmedabad and for that Special invite will be sent to the eligible Subscribers, however all the expenses of travelling, lodging or boarding will be borne by those subscribers only, Vodafone shall not be responsible to reimburse the same.

- All prizes offered in this CONTEST will be sponsored and distributed by Vodafone Gujarat telecom circle.
- All decisions of Vodafone Mobile Services Limited in respect of all transactions under this CONTEST, including without limitation the selection of Winners and other related documents shall be final and binding and no correspondence or communication shall be entertained in this regard.
- To be eligible to claim the prizes of the CONTEST, the winning MSISDNs have to be active Subscribers of Vodafone Gujarat at the time of the Winner announcement.
- Organizer, Vodafone Gujarat shall be entitled to use, in any manner, the details of the Participants including the Information i.e. name, photograph, Vodafone Gujarat mobile number, address etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the CONTEST, all Participants hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants, unless otherwise mentioned herein.
- Prize(s) under this CONTEST shall not be transferable. Cash alternative for the prizes above will not be given. No other person or agent can claim the prize on behalf of the Winner, unless expressly specified herein.
- All prizes offered in this CONTEST are subject to availability. Organizer reserves the right to provide alternate models or brands of the same value, after deducting applicable taxes.
- A Participant shall be considered ineligible if he/she does not agree to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in clause 25 herein.
- All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated 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):
  - Identity Proof;
  - Address Proof;
  - Adhar Card
  - Photocopy of PAN Card;
  - Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone and applicable law.
- Vodafone Gujarat is not 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 Participants under this CONTEST. The Participants shall not have the right to claim any damages, loss or costs from Vodafone for delay in delivery of the prize(s) on any grounds whatsoever.
- The Participants shall not have the right to claim any damages, loss or costs from Vodafone for delay in delivery of the prize(s) on any grounds whatsoever.
- Vodafone is not liable for any loss or damage of any nature whatsoever if incurred by the Participants in connection with the CONTEST.
- In respect of the Harley Davidson Bike and Mahindra Gusto to be awarded as the Bumper & Weekly Prizes under this CONTEST, the respective Winners will be entitled only for the ex-showroom price (less TDS Charges) of the Harley Davidson Bike and Mahindra Gusto. The Winners eligible for the Harley Davidson Bike & Mahindra Gusto have to pay TDS, Registration Tax, Municipal tax, Insurance and additional taxes over and above the ex-showroom price and shall be liable to pay charges on the additional vehicle parts opted by the Winners to be purchased along with the Harley Davidson Bike & Mahindra Gusto.
- Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Vodafone including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of this CONTEST, or the delivery, quality, quantity, merchantability, not able to answering a question through voice mode due to technical snags including network failure or system error or otherwise, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the CONTEST or any transactions effected through the CONTEST; (b) The Participant expressly agrees that his/her participation in the CONTEST offered by the Vodafone is at the Participant's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the CONTEST shall be construed to mean the giving of any warranty of any kind by Vodafone.
- The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) and on production of all such documents/papers as may be required by Vodafone before accepting the delivery of the prize. Any failure on the part of the Winners to comply with directions issued by Vodafone for claim of prize shall entitle Vodafone Gujarat to forfeit the prize(s).
- The prizes shall be handed over by Vodafone on receipt of all the documents, from the Winners, required to process the distribution of the prize.
- Vodafone shall not be responsible for any claims arising out of technical failures before, during or after the completion of the 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 Participants mobile phone 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, Vodafone Gujarat shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone.
- Failure by Vodafone 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.
- Vodafone or any of their group entities or affiliates, or their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Participants and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this CONTEST.
- Vodafone reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer/CONTEST or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion at any time during its validity as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or 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 Participants from the time of its posting on the Website. You are therefore advised to check the Website regularly for any update(s) or amendment(s) made to these Terms and Conditions.
- The employees and direct family members of Vodafone Employees, their respective group companies, affiliates or associate companies shall not be eligible to win any of the prizes offered in this CONTEST.
- Vodafone may assign any or all of their respective rights under these Terms and Conditions to their affiliates or any third person without consent of the Participants.
- Vodafone reserves the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms and Conditions of the CONTEST. Failure by Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights and shall not give rise to any claim by any person.
- Any attempt by a Participant to deliberately undermine the legitimate operation of the CONTEST is a violation of the applicable laws and should such an attempt be made, Vodafone reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
- Vodafone do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant.
- Vodafone officials including their respective directors, officers, partners, employees, representatives, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the CONTEST.
- You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content or Website and all material or content related to the CONTEST shall remain, at all times, owned by Vodafone and 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/ content on this Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 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 Vodafone, unless expressly specified herein.
- The Participants hereby irrevocably authorize Vodafone and its subsidiaries to use the data gathered during and/or after the CONTEST in respect of the Participant (including name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Vodafone's brand.
- The Winners' names will be announced as registered in the system of Vodafone.
- The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Vodafone and / or is not an active Subscriber of Vodafone on the date of announcement of the prize and as on the date of claiming the prize.
- These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Ahmedabad in respect of any disputes or any matter arising here from.
- The Contest is subject to applicable laws and guidelines/ directions issued by applicable local and central laws, regulations framed by Telecom Regulatory Authority of India ("TRAI"), directions issued by Department of Telecommunications (DOT) or any other applicable direction/regulation passed by any competent statutory authority, from time to time.
- By participating in the Contest, 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 Contest and upcoming Contests from Vodafone, as it may in its sole and absolute discretion decide.
- The Contest is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone. Vodafone shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
- All Prizes will be distributed to the winners after completion of the contest period.