



TERMS AND CONDITIONS OF NEENGALUM VELLALAAM COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING TO AND PARTICIPATING IN THIS COMPETITION KNOWN AS "**NEENGALUM VELLALAAM COMPETITION**". BY PROCEEDING WITH PLAYING THE **NEENGALUM VELLALAAM COMPETITION**, 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 SUBSCRIBE TO AND PARTICIPATE IN THE **NEENGALUM VELLALAAM COMPETITION**.

1. This **Neengalum Vellalaam Competition** (hereinafter referred to as the "Competition") 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 of Vodafone India Limited, Vodafone Cellular Limited (hereinafter collectively referred to as "Vodafone India") to subscribe to the Competition and is open during the period from **11th October 2013** from **00:00:01 hrs to 29th November 2013** till **23:59:59 hrs**, for all active Subscribers in the Vodafone India telecom circles of Tamil Nadu & Chennai (hereinafter referred to as the "**Competition Period**"). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit, from time to time under circumstances that render it prejudicial for the Organizer to conduct the Competition and any such change shall be published on the website www.vodafone.in/competition and <http://vodafone.contestzone.in> ("Website"). Subject to the foregoing, Subscription to this Competition is valid until the expiry of this Competition or if a Subscriber wishes to stop receiving updates for the Competition, then he/she can send TT STOP as an SMS to 56789.
2. The Competition is open for all active Subscribers subject to eligibility conditions as set forth in Clause 8 below, in Tamil Nadu & Chennai Vodafone India telecom circles and who have successfully subscribed to the Competition (hereinafter referred to as "Competition Member") by following the subscription process mentioned hereunder. The Competition will be available in English.
3. A Subscriber by subscribing to and participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the procedure for winner selection of the Competition as set out herein, and any appropriate changes that may be made to this Competition by the Organizer 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.

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 Competition or any other competitions offered by the Organizer and Vodafone India.

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 user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Competition, receive the prizes and accept the terms applicable for the Competition.



4. For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who is a Competition Member.
5. Also, by participating in this Competition, 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 Competition 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 Competition, solely at Your own risk; and
 - Warrant that prior to playing the Competition, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein.
6. Participation in the Competition 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.
7. These Terms and Conditions are available on the Website at the following address: www.vodafone.in/competition and <http://vodafone.contestzone.in>. 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.

8. Procedure and Eligibility to participate in the Competition

This Competition 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 be a Competition Member;
- 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 Competition Members who participate in the Neengalum Vellalaam Competition and are chosen as winners of each category of prize in accordance with the winner selection process under the Terms and Conditions of the Competition 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"). 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.



Only Vodafone India Subscribers who have subscribed to the Competition will be eligible to participate in this Competition.

9. Subscription Process:

Once a Vodafone India Subscriber sends TT or TT A/TT B as an SMS to 56789, s/he will be considered as a Subscriber to the Competition and he/she can start playing questions. Each SMS sent by the Vodafone India Subscriber will be charged at Rs 3/SMS.

If a Subscriber wishes to stop receiving updates for the Competition, then he/she can send TT STOP as an SMS to 56789..

Each SMS sent by a Subscriber to the number 56789 during the Competition Period shall be charged at Rs.3.

10. Competition

- Competition will be available on SMS at 56789.
- Once successfully subscribed to the Competition, the Competition Members can start answering questions.
- The Competition consists of a total of 100 questions, with 2 answer options each and the Competition Members can answer any number of questions on a particular day at their discretion. The answers to the questions can be sent by typing TT A/ TT B and sending it as an SMS to 56789.
- For every right answer the Competition Member will get 1 point. There is no negative marking for a wrong answer. After every right or wrong answer, the Competition Member will be given his/her score for the day, followed by the next question and the process to answer the following question.
- The questions under the Competition shall be based on general information available to public at large.
- If a Competition Member stops playing the Competition after answering the nth question then when he/she sends TT as an SMS to 56789, he/she will receive the (n+1)th question.
- The Competition Member will be played the questions one after the other till he/she finishes answering all the questions.
- Once the Competition Member has answered all the questions during the Competition Period, he/she cannot answer the questions again.
- The Competition Member can send TT PT to 56789 to check their latest score.

11. Prizes and Winner Selection Process –

a) Bumper Prize :-

The selection of the winner for the Bumper Prize will be conducted after the competition ends. One MSISDN across Tamilnadu & Chennai circles, with the highest score in the least number of questions, in the least amount of time, is selected as the winner of Samsung Galaxy Tab 3.

b) Weekly Prize:-



The selection for the Weekly Prize will be conducted as per the schedule*. One MSISDN across Tamilnadu & Chennai circles, with the minimum cumulative score of at least 25 points, in the least number of questions, in the least amount of time, will be selected as the winner of Mobile Recharge³ up to Rs. 1001. One MSISDN can get the Weekly Prize only once in the Competition.

*** Schedule for Weekly prize:**

Week	From	To
1	11-Oct-13	18-Oct-13
2	19-Oct-13	25-Oct-13
3	26-Oct-13	01-Nov-13
4	02-Nov-13	08-Nov-13
5	09-Nov-13	15-Nov-13
6	16-Nov-13	22-Nov-13
7	23-Nov-13	29-Nov-13

- i) The calculation of time taken to answer questions on a day will be considered from the time the system receives the 1st answer of a day from that MSISDN till the time the system receives the last answer from that MSISDN on that day. The sum of such times taken across days to achieve the required criteria for the respective prizes will be considered.
 - ii) In case of a tie in the time taken, then a tie-breaker round will be conducted for all the tied MSISDNs. 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.
 - iii) A Competition Member is eligible to win more than one Prize during the Competition 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 gets selected by the selector in case of a tie as mentioned above.
- 12.** All prizes will be given after deducting various taxes, license fees and charges as applicable, except as otherwise stated in writing.
- 13.** The Winner shall not be entitled to the prize, 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.

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 Competition 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.



- 14.** To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be active Subscribers of Vodafone at the time of the Winner announcement.
- 15.** The list of Winners of all prizes will be announced on the Website after the end of the Competition and after all the Winner selection processes are completed.
- 16.** All decisions of the Organizer in respect of all transactions under this Competition, including without limitation the selection of Winners and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
- 17.** The prizes offered in this Competition will be sponsored and distributed by OnMobile or a designated third party.
- 18.** All prizes offered in this Competition are subject to availability. Organizer reserves the right to provide alternate models or brands for any of the prizes without prior intimation or consent of the Competition Member.
- 19.** After the selection and validation of the Winners of all the above mentioned prizes, the Winners will be contacted, through SMS or calls, for 3 consecutive days on their Vodafone India numbers. The attempt to contact them through SMS or calls shall be regarded as an intimation to the Winners regarding their winnings. At the time of the intimation, the Winners will be given further details as to how, when and where they can redeem their respective prizes. The Prize/s offered in the Competition may be given to the Winner/s during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to the completion of the Competition. The prizes must be claimed by the Winners within thirty days from the date of intimation to the Winner, failing which, the prizes under the respective categories shall be forfeited by the Organizer at its discretion. Winners shall be required to provide their address to which the prizes may be sent by Organizer, by calling the number provided in the SMS sent by the Organizer within 7 days from the date of sending the SMS, failing which the prize shall be forfeited. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("PAN") of the Winner. 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 Organizer or Vodafone India in the event the Winners cannot be contacted on any account whatsoever.. The Organizer or Vodafone India shall not be responsible for any delay on part of a third party including the courier agency, in delivering the prize.
- 20.** Without prejudice to the foregoing Clause 19, any failure on the part of the Winners of the Competition 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. In the event the prizes are not delivered to the Winners or have not been collected by the Winners of the Competition after intimating the Winner(s), he/she is required to contact the Organizer by contacting the address mentioned under Clause 30 herein. In the event that any of the Winners cannot be reached over the phone or through SMS for a period of 3 days on their registered Vodafone India number, or are ineligible or are disqualified or unable to receive the prize, for any reason whatsoever, the Organizer reserves the right to forfeit the prizes at its sole discretion, and give it to the next eligible Winner. 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. All decisions by the Organizer regarding the selection of the Winners of this Competition shall be final and



binding. 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.

- 21.** 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.
- 22.** 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 Competition, 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 Competition Members' mobile phone, failure of servers or the failure to provide the correct Competition 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.
- 23.** The Competition Members 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 subscription to the Competition or participation in it.
- 24.** Organizer, Vodafone India and their affiliates shall be entitled to use, in any manner, the details of the Competition Members, 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 Competition, all Competition Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Competition Members to other Competition Members except as expressly mentioned in the Terms and Conditions herein.
- 25.** Prize(s) shall neither be transferable nor exchangeable for cash, unless otherwise expressly agreed by the Organizer. Mere participation in the Competition shall not entitle a Competition Member to the prize. No other person or agent can claim the prize on behalf of the Competition Member.
- 26.** A Competition Member 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 27 herein.
- 27.** 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 Competition; and
 - 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.
 - f. Letter of Compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable law.
- 28.** 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(s).
- **A Competition Member earning prize in excess of INR 10,000 in a year in aggregate from all competitions or 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.**
- 29.** Organizer is not liable for any direct or indirect costs or expenses in relation to the Competition which are to be borne by the Competition Member personally, including without any limitation applicable taxes to be borne by the Competition Members eligible for the prize.
- 30.** You may contact OnMobile at the toll-free number [1800 1234 000] regarding any queries, complaints, disputes pertaining to the Competition 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, from 9:30 a.m. to 6:30 p.m. All queries, disputes and complaints arising in relation to the Competition 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.
- 31.** This Competition 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.
- 32.** By subscribing to the Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages and alerts including without limitation daily updates on the score under the current Competition and updates about current and upcoming competitions from the Organizer, as it may in its sole and absolute discretion decide.
- 33.** Any Competition Member 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 Competition



will automatically be disqualified from participating in it and winning the different categories of prizes under the Competition. 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 Competition Member, shall entitle the Organizer to disqualify him/her without any further intimation.

- 34.** The Competition Member shall not have the right to claim any damages, loss or costs from the Organizer for delay in delivery of the prize(s) on any grounds whatsoever.
- 35.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred in connection with the Competition.
- 36.** 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.
- 37.** The Organizer, at its sole discretion, may or may not provide a cash alternative to any of the prizes being offered in this Competition.
- 38.** All incidental costs, taxes or levies related to the prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, Gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government.
- 39.** The prizes shall be handed over by the Organizer on receipt of all the documents under Clause 27, from the Winners, required to process the distribution of the prize.
- 40.** The list of Winners of the prizes shall be published on www.vodafone.in after the end of the Competition.
- 41.** This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of similar nature.
- 42.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 43.** 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 Competition Member in any manner.
- 44.** 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 Competition Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
- 45.** Vodafone India and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Competition 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 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 Competition Members 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 the subscription from the Competition. Your continued subscription to the Competition will constitute Your acceptance of the latest revised Terms and Conditions.

- 46.** This Competition is being made purely on a “best effort” basis and subscribing to this Competition is voluntary.
- 47.** 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 Competition.
- 48.** 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 Competition Members.
- 49.** The Organizer and/or Vodafone India reserves the right, at any time, to unconditionally disqualify any Competition Member who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by the Organizer or Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 50.** Any attempt by a Competition Member to deliberately undermine the legitimate operation of the Competition 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 Competition Member to the fullest extent permitted by law.
- 51.** Organizer does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Competition Members.
- 52.** Organizer’s officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Competition Member in respect of the Competition.
- 53.** You, the Competition Member , acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP and Website and all material or content related to the Competition 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 site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 54.** 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



Competition as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Competition Members.

- 55.** 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 Competition Members requirements or aspirations, timeliness, security, the results or reliability of any scheme, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through any of the competition or any transactions effected through the Competition; (b) The Subscriber expressly agrees that his/her subscription to the Competition or participation in it 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 Competition shall be construed to mean the giving of any warranty of any kind by Vodafone India or OnMobile.
- 56.** The Competition Members participating in the Competition 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 Competition Members, any failure by the Competition Members participating in the Competition 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 Competition Members. 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.
- 57.** Nothing in the Competition shall affect any intellectual property rights of Organizer or Vodafone India or any of its affiliates in any service made available on the Website.
- 58.** The Competition Members and Winners hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Competition Members (including Subscriber name and photograph etc.) shall be used by Vodafone India and Vodafone India and its subsidiaries in its any communications including marketing promotions and advertisements along with or without Vodafone India's brand.
- 59.** The Winner's name will be announced as registered in the system of Vodafone India.
- 60.** 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.
- 61.** These Terms and Conditions are subject to Indian laws and the Courts at Bangalore shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.

