



## TERMS AND CONDITIONS OF OWN A CAR COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**OWN A CAR COMPETITION**”. BY PROCEEDING WITH PLAYING **OWN A CAR 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 PARTICIPATE IN **OWN A CAR COMPETITION**.

### Terms and Conditions:

1. This **OWN A CAR COMPETITION** (hereinafter referred to as the “**Competition**”) is an optional Competition, 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 active Subscribers who use the Vodafone India Subscriber Identity Module (“**SIM**”) on a regular basis for purposes other than to participate in the Competition, pre-paid and post-paid category of Subscriber(s) who are the rightful user of the Vodafone India connection, in whose name the mobile phone connection number (MSISDN) is registered with Vodafone India (hereinafter “**Subscriber(s)**”) as specified in Circles stated in Clause 2 of either Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited or Vodafone Spacotel Limited (hereinafter collectively referred to as “**Vodafone India**”) to participate in the Competition. In the event the mobile telecom 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 any competition, receive the prizes and accept the terms applicable for the relevant competition. The Competition is open to Subscribers and is launched as part of the **Dream Come True Competition Pack** during the period from **6th October 2015 00:00:01 hrs to 3rd January 2016 23:59:59 hrs**, both days inclusive (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.



2. The Competition is valid for all active Subscribers subject to eligibility conditions as set forth in Clause 8 below, belonging to the following Vodafone India telecom circle(s) of ANDHRA PRADESH, KERALA, CHENNAI AND TAMIL NADU, ASSAM, NORTH EAST, BIHAR, ORISSA, DELHI, HARYANA, JAMMU & KASHMIR, PUNJAB, HIMACHAL PRADESH, GUJARAT, KARNATAKA, KOLKATA, REST OF BENGAL, MUMBAI, MADHYA PRADESH, RAJASTHAN, MAHARASHTRA, UTTAR PRADESH EAST, UTTAR PRADESH WEST (“**Circle (s)**”) and who have successfully subscribed for the Dream Come True Competition Pack (hereinafter referred to as “**Dream Come True Competition Pack Member(s)**”) by following the subscription process mentioned hereunder. Notwithstanding the foregoing, if the operation of or participation in the Competition 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 Competition. No further notice shall be given by the Organizer or Vodafone India, in this regard. The Competition will be available in English on Short Message Service (“**SMS**”) and in the below mentioned languages on Interactive Voice Response (“**IVR**”):  
English, Hindi, Gujarati, Marathi, Punjabi, Bengali, Malayalam, Telugu, Kannada and Tamil.
3. A Subscriber by 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 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. For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a Dream Come True Competition Pack Member and the terms and conditions of the Dream Come True Competition Pack shall be deemed to be incorporated herein.
5. Please note that participating or playing this Competition is optional for the Dream Come True Competition Pack Members, however, from the date of commencement of this Competition till the end of the Competition or un-subscription from the Dream Come True Competition Pack, whichever is earlier, the Dream Come True Competition Pack Members will be charged in accordance with these Terms and Conditions.
6. 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;



- 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 and the terms and conditions under Dream Come True Competition Pack; and
- Confirm and undertake that You will make an informed choice regarding the option to play through Voice or SMS and after understanding the implications of the same.

7. Participation in the Competition will be construed as an acknowledgement and acceptance of the Terms and Conditions set out herein and the terms and conditions of the Dream Come True Competition Pack. In case of any conflict between the Terms and Conditions of the Competition with that of the Dream Come True Competition, then the Terms and Conditions of the Competition shall supersede during the Competition Period.

#### **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 active Subscriber of Vodafone India;
- He/she must be a Dream Come True Competition Pack Member;
- He/she must belong to any of the Circles mentioned above;
- For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Rs. 2 per day, for each day of the Competition Period, to be eligible to participate in this Competition on that day;
- He/she must not be of an unsound mind; and
- He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.

Further, the Dream Come True Competition Pack Members who participate in the Competition and are chosen as winners of each category of prizes 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(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.

#### **9. Subscription to Dream Come True Competition Pack**

- The Vodafone India Subscriber(s) may either call 556770 (toll free) and press 1 through Out Bound Dialer (“**OBD(s)**”) or In Bound Dialer or dial the Unstructured Supplementary Service Data (“**USSD**”) string \*567\*910# on a cellular phone, or send an SMS by messaging ACT DO or ACT GO or ACT YES or ACT HI to 144/199/556770 .



- Through USSD or SMS, he/she will receive an acknowledgement on his/her number registered with Vodafone India telling him/her that his/her subscription request has been received.
- Through OBD, a double confirmation is required by pressing 1 and then pressing 5 after which he/she will be informed that his/her subscription request has been received and once the same is confirmed by the Subscriber, he/she will receive a subscription confirmation SMS on his/her Vodafone India number.
- Once the Subscriber is successfully subscribed to the Dream Come True Competition Pack, he/she will get an SMS on his/her number registered with Vodafone India informing him/her about the current Competition or upcoming competitions, prizes to be won, URL of the T&C's and that the current Competition can be played at just Rs. 4 or Rs. 3 or Rs. 2 or Re. 1 per day, depending on the balance available on his or her number registered with Vodafone India.
- The other relevant steps and terms and conditions involved for each competition under the Dream Come True Competition Pack will be communicated to the Dream Come True Competition Pack Members either through an SMS or on a call to his/her number registered with Vodafone India, at the time of communicating the launch of individual competitions under the Dream Come True Competition Pack.
- All Dream Come True Competition Pack Members will, subject to the terms and conditions of the Dream Come True Competition Pack, be automatically eligible to play all competitions launched as part of Dream Come True Competition Pack, as will be detailed in the terms and conditions of that respective competition.
- If a Dream Come True Competition Pack Member wants to unsubscribe from the Dream Come True Competition Pack then it can be done by calling 556770 toll-free or by sending an SMS typing 'CAN DO' or 'CAN GO' or 'CAN YES' or 'CAN HI' to 144 or 199. Upon effective un-subscription, an SMS will be sent to the number of the Dream Come True Competition Pack Member registered with Vodafone India confirming the un-subscription from the Dream Come True Competition Pack.
- Subscription will be open only in the herein mentioned Circles of Vodafone India and Subscribers roaming outside their home Circle will be barred from subscribing to the Dream Come True Competition Pack and participating in any competition thereunder.
- All Dream Come True Competition Pack Members will be charged Rs. 4/- or Rs. 3/- or Rs. 2/- or Re. 1/- per day, depending on the balance available on his/her number registered with Vodafone India on all competition days, irrespective of whether they play the competition or not, once they have subscribed to Dream Come True Competition Pack to play the current Competition unless



the pricing has been revised for a particular competition or for all further competitions, in which case the price revision will be communicated in advance.

- Dream Come True Competition Pack Members will be charged Rs. 4/- or Rs. 3/- or Rs. 2/- or Rs. 1/- per day, depending on the balance available on his/her number registered with Vodafone India, from the date of commencement of a particular competition till the date of expiry of such competition or till the time the Dream Come True Competition Pack Member chooses to unsubscribe from the Pack.
- All Dream Come True Competition Pack Members will be sent regular SMS updates and details about the current and the upcoming competitions, informing about the prizes and charges with the terms and conditions URL of the specific competition.
- All Dream Come True Competition Pack Members will be eligible to play and win the prizes offered in each competition subject to being successfully charged for the relevant competition, as will be detailed in the terms and conditions of that respective competition. These prizes may vary from one competition to the next.
- A Subscriber can subscribe and unsubscribe to Dream Come True Competition Pack multiple times- i.e. if he/she unsubscribes from Dream Come True Competition Pack, he/she can subscribe again, at any time, if he/she wishes to do so during the validity of Dream Come True Competition Pack. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again, in case there is a competition live on that day and therefore the amount deducted may be more than Rs. 4/- per day.

#### 10. Charging:

- There will be no subscription charges to subscribe to the Dream Come True Competition Pack, other than the data charges applicable to the Subscriber's data plan for accessing the WAP Link.
- All Dream Come True Competition Pack Members as on the 1st day of the Competition will be charged Rs. 4/- or Rs. 3/- or Rs. 2/- or Re. 1/- per day, depending on the balance available on his/her number registered with Vodafone India for that day, from 01:00:00 hours onwards.
- On subsequent days, the system will try to charge all Dream Come True Competition Pack Members Rs. 4/- or Rs. 3/- or Rs. 2/- or Re. 1/- per day, depending on the balance available on his/her number registered with Vodafone India, at 01:00:00 hours, irrespective of successful charging or failure the previous day. Once charged, the amount will not be refunded to Dream Come True Competition Pack Members under any circumstances.



- A Dream Come True Competition Pack Member will be allowed to play the Competition only after being charged for the day.
- If the charging is successful, Dream Come True Competition Pack Member will get a confirmation SMS on his/her number registered with Vodafone India, along with the rules, prizes to be won, Terms and Conditions URL and the number on which he/she can call or SMS and participate in the Competition.
- If the charging is not successful, then the Dream Come True Competition Pack Member will get an SMS on his/her number registered with Vodafone India informing him/her about his/her unsuccessful charging. Answers for which the charging has not been successful shall be disregarded for the purpose of Winner selection.
- All Dream Come True Competition Pack Members will be charged from the first day of the Competition, or the day he/she subscribes to the Dream Come True Competition Pack, as the case may be, till the end of the Competition, or the day till he/she unsubscribes from the Dream Come True Competition Pack, whichever happens first, irrespective of whether she/he plays the Competition or not.
- On non-Competition days, the Dream Come True Competition Pack Members will not be charged.
- If a Dream Come True Competition Pack Member does not get charged for each day continuously for a period of 30 days, due to the minimum balance of Rs 2 not being maintained on his/her number registered with Vodafone India, the system will automatically deactivate the subscription to the Dream Come True Competition Pack, without any liability on the Organizer or Vodafone India and the Dream Come True Competition Pack Member shall not have any claims against the Organizer or Vodafone India in this regard. The Dream Come True Competition Pack Member will be sent an SMS upon deactivation, which will also inform how he/she can subscribe again to the Dream Come True Competition Pack.

#### 11. Competition Flow

The following completion flow is applicable on Dream Come True Competition Pack Member playing via Voice or SMS mode:

- Competition will be available on the toll-free number 556770 for all Dream Come True Competition Pack Members.
- Based on the amount charged, Dream Come True Competition Pack Members will be played the following number of questions on each day:
  - a) Dream Come True Competition Pack Members who are charged Rs 4 will be played 6 questions;



- b)** Dream Come True Competition Pack Members who are charged Rs 3 will be played 5 questions;
  - c)** Dream Come True Competition Pack Members who are charged Rs 2 will be played 4 questions; and
  - d)** Dream Come True Competition Pack Members who are charged Re 1 will be played 3 questions.
- The Competition consists of a total of 540 questions, with 2 answer options each.
- The questions under the Competition shall be based on information available to public at large.
- All questions are in Multiple choice format and the answer to each must be selected from one of the 2 options only.
- For every right answer the Dream Come True Competition Pack Member will get 1 point. There is no negative marking for a wrong answer.
- Irrespective of whether or not the Dream Come True Competition Pack Member has answered all 6 or 5 or 4 or 3 questions on a particular day during the Competition Period based on the amount that has been charged for the particular day, when he/she calls on the next day, he/she will be played the first question of that day.
- All Dream Come True Competition Pack Members can play only up to 6 questions a day. There will be a fresh set of 6 questions every day.
- A Dream Come True Competition Pack Member will be played the questions one after the other till he/she finishes answering all the questions for each day.
- There will be a black-out time for the Competition every day between 11:45 PM and 12:15 AM of the next day. This black out time will be communicated to all Dream Come True Competition Pack Members at the time of subscription to the Dream Come True Competition Pack. During this time, the Dream Come True Competition Pack Members will not be allowed to play the Competition.
- Once the Dream Come True Competition Pack Member has answered all the questions for the day, he/she cannot answer the questions again.
- The points scored by the Dream Come True Competition Pack Member in a day will not get carried over to the next day. His/her score will be reset at zero at the start of each day. The selection for the Winner for Daily Prizes will be based only on the points scored by a Dream Come True Competition Pack Member on each day.
- After every answer, the Dream Come True Competition Pack Member will receive his/her updated score and given the next question and answer options.



- If a Dream Come True Competition Pack Member wishes to unsubscribe from the Dream Come True Competition Pack, it can be done by calling the toll-free number 556770 or sending an SMS typing 'CAN DO' or 'CAN GO' or 'CAN YES' or 'CAN HI' to 144 or 199 or 321 (toll-free). Upon effective un-subscription, an SMS will be sent to the number of the Dream Come True Competition Pack Member registered with Vodafone India confirming the un-subscription from the Dream Come True Competition Pack.

## 12. Competition on Voice

- All Dream Come True Competition Pack Members can play the Competition, by calling the toll-free number 556770, only after being charged for the day.
- The Dream Come True Competition Pack Member can press 1 for the 1st Option or 2 for the 2nd Option on the phone keypad to answer. After every question and answer options, a “beep” sound will be played. The answers to each question will be considered only when a Dream Come True Competition Pack Member presses the relevant key for answering, after “beep” prompt.
- To listen to a question again Dream Come True Competition Pack Members may press \*.
- Each day, after an answer is given for the corresponding question by the Dream Come True Competition Pack Member, based on such day's charged value as mentioned hereinabove, the total points scored by the Dream Come True Competition Pack Member for that day will be played to him/her.
- The time taken for answering a question through the “Voice” mode is calculated from the time the question, answer and the “beep” sound finish playing till the time the Dream Come True Competition Pack Member provides an answer by pressing the relevant key. For this Competition, time taken for playing by Voice mode is captured in milliseconds and the sum of such time taken for all the questions of the day, week or for the entire duration of the Competition is considered as the time taken to ascertain the score.
- If the Dream Come True Competition Pack Member stops playing the Competition after answering the nth question then when he/she calls back on the same day, he/she will be played the (n+1)th question. If Dream Come True Competition Pack Member does not receive the (n+1)th question or stops playing the Competition without answering the nth question of the day, for any reason whatsoever, then when he/she calls back on the same day, he/she will be played the nth question, which may be different than the question received previously, i.e., if a Dream Come True Competition Pack Member listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back on the same day, he/she will





be played the 4th question of the day, which maybe different from the question he/she received previously.

- If a Dream Come True Competition Pack Member stops playing the Competition, he/she can continue playing either by calling on 556770, or by sending an SMS by typing GET to 556770, on the same day, to receive the next question and answer options.

### 13. Competition on SMS

- All Dream Come True Competition Pack Members can play the Competition by sending 'GET' as an SMS to 556770, only after being charged for the day.
- Dream Come True Competition Pack Members can either play the Competition by sending the keyword GET to 556770 and then sending a response to a question like GET C or GET D or by sending an SMS to 556770 by typing C or D without the keyword "GET", as a response to the question they received last, on the same day.
- The time taken for answering a question through the "SMS" mode is calculated from the time the question is generated and pushed to the Dream Come True Competition Pack Member, till the time the answer is received by OnMobile's system. OnMobile and Vodafone India does not have any control over delays resulting in the intermediate systems including but not limited to Short Message Service Center ("SMSC"), which may or may not be due to technical snags, network failure or system failure or errors, but which are likely to result in delay in the time taken to send/receive the SMS and hence the time recorded for answering the question. Accordingly, time taken to answer a particular question may be more than the time that is clocked in the "Voice" mode of playing the Competition.
- If a Dream Come True Competition Pack Member stops playing the Competition after answering the nth question then when he/she sends the keyword on the same day, he/she will get the (n+1)th question. If the Dream Come True Competition Pack Member does not receive the (n+1)th question, for any reason whatsoever, then he/she can continue playing either by sending an SMS typing GET to 556770, or calling 556770, on the same day, to receive the next question.
- If a Dream Come True Competition Pack Member has answered only 3 questions the previous day and sends the answer to the 4<sup>th</sup> question the next day, then the system will ignore this and consider this as a question request and will send the 1<sup>st</sup> question of the next day.
- All Dream Come True Competition Pack Members who participate in the Competition are provided the option to play the Competition through Voice (as detailed in Clause12) and SMS (as detailed in Clause13). The Dream Come True Competition Pack Members are made aware that the SMS mode may result in more time being recorded to answer a question since the time taken



to answer a question through SMS is recorded only upon receipt of the SMS by OnMobile and not from the time that the SMS has been sent by the Dream Come True Competition Pack Member. Dream Come True Competition Pack Member shall not raise or have any claims against OnMobile or Vodafone India in this regard and OnMobile and 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 SMSC or otherwise.

#### **14. Prizes and Winner Selection Process:**

##### **Grand Prize:-**

The selection for the Grand Prize will be conducted at the end of the Competition. One MSISDN, from across Circle Groups, as per the classification of Circle Groups\*, with the minimum cumulative score of 100 points, in the least amount of time during the Competition Period, will be selected as the Winner of a Hyundai Xcent Car [Base1.2](#) with an ex-showroom price not exceeding Rs.597321/-.

##### **Monthly Prize:-**

The selection for the Monthly Prize will be conducted for each month, as per the Schedule for all monthly prizes\*\* given below. One MSISDN, across Circle Groups, except Gujarat, as per the classification of Circle Groups \*given below, with the minimum cumulative score of 30 points, in the least amount of time, during that month will be selected as the Winner of a Bank Gift Card worth up to Rs. 10,000. One individual Subscriber can get the Monthly Prize only once in the Competition Period. The Winner is entitled to use the Bank Gift Card, subject to the terms and conditions applicable to the Bank Gift Card.

One (1) individual winner, irrespective of MSISDN can win only one of the above prizes.

In the selection of the Grand Prize and Monthly Prizes, in case of a tie in the score and the least time taken, 1 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.

##### **Daily Prize:-**

The selection of the Winner for all the Daily Prizes will be done after 5 working days. One MSISDN, across Circle Groups \*, except Gujarat, with the score of at least 3 points, in the least amount of time, on that day, will be selected as the Winner of a mobile Recharge<sup>1</sup> worth up to Rs 100/- for that day. One MSISDN can win Daily Prize only once in the Competition Period.

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<sup>1</sup> 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,



Notwithstanding anything to the contrary, the Subscribers agree and confirm that the Organiser is entitled to introduce such other categories of prizes/gifts as it may deem fit, during the period of the Competition. The Organiser shall, prior to the introduction of the other categories of prizes/gifts, inform the Subscribers of the details relating to such prizes by way of a call or SMS and through the Website. The Subscribers hereby agree to not raise any claims against the Organiser in this regard.

**\* Circle Group classification**

<b>S.No.</b>	<b>Circle-Groups</b>
1	AP + Kerala
2	ASSAM + NE + Bihar + Orissa
3	DELHI + Haryana+ JK + Punjab + HP
4	GUJARAT
5	KARNATAKA
6	KOLKATA + WB
7	MAHARASHTRA
8	MUMBAI + MP + RAJASTHAN
9	UPE +UPW
10	CHENNAI & TAMILNADU

**\*\*Schedule for Monthly Prize**

<b>Monthly Schedule</b>		
<b>Month</b>	<b>From</b>	<b>To</b>
1	6-Oct	4-Nov
2	5-Nov	4-Dec
3	5-Dec	3-Jan

In case of a tie in the selection of any of the above Daily Prizes, for all circles, the MSISDN which has achieved the score 1st in point of time will be selected as Winner.

- A Dream Come True Competition Pack 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

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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. It is clarified that Winners who are post-paid Subscribers of Vodafone India will receive the Recharge amount by way of credit of the Recharge amount in their respective winning MSISDN's.



meets the above said criteria of the respective prizes or is selected as a Winner for any of the prizes in case of a tie as mentioned above, subject to Clause 38 and 39 below.

If a Dream Come True Competition Pack Member plays the Competition over both the channels (Voice & SMS), his/her score will only be cumulative and not exclusive for each of the channels. i.e.: if the Dream Come True Competition Pack Member has started playing the Competition on Voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3 and this will be the score that will be considered for the Winner selection for all the prizes.

- Without prejudice to the foregoing, the Dream Come True 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.

15. To be eligible to claim the prizes under the Competition, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement.

16. The list of Winners of all prizes will be announced on [www.vodafone.in](http://www.vodafone.in) and <http://vodafone.contestzone.in> ("**Website**") after the end of the Competition and after all the Winner selection processes are completed. These Terms and Conditions shall be available on the 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.

17. All prizes will be given after deducting various taxes, license fees and charges as applicable.

18. All decisions of the Organizer in respect of all transactions under this Competition, 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.

19. All prizes offered in this Competition are subject to availability. The Organizer reserves the right to provide alternate models or brands or issue a Bank Gift Card (defined below), of the same value, for any of the prizes won, at its sole discretion.

20. 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., 080-49292425/ 080-67186344. The Organizer and Vodafone India 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 Competition. 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.

21. Without prejudice to the foregoing Clause 20, any failure on the part of the Winner under this 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 the same prize will be given to the next eligible Winner, which shall in the case of Grand Prize Winners, be limited to up 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 under this Competition and the prize shall not be transferable and no request shall be entertained by the Organizer and Vodafone India 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.
22. Dream Come True Competition Pack Members may directly contact OnMobile at 08049292444 regarding any queries / complaints pertaining to the Competition between 9.30 AM and 6.30 PM on all working days from Monday to Friday. Alternatively, the Dream Come True Competition Pack Members can send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Dream Come True Competition Pack Member in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.
23. By entering 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 including without limitation daily updates of Your score and such other updates of the current Competition, promotional updates on the competition/s as may be active for participation during the Competition Period. Also,



the Dream Come True Competition Pack Members may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming competition/s for 30 days from the date of commencement of such upcoming contest/competition.

24. Organizer, Vodafone India and their affiliates shall be entitled to use, in any manner, the details of the Dream Come True Competition Pack 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 participating in the Competition, all Dream Come True Competition Pack Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Dream Come True Competition Pack Members to other Dream Come True Competition Pack Members, unless expressly mentioned herein.
25. Prize(s) shall not be transferable. Cash alternative for the prizes above maybe given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle a Dream Come True Competition Pack Member to the prize. No other person or agent can claim the prize on behalf of the Dream Come True Competition Pack Member unless otherwise expressly mentioned herein.
26. 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. 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 shall be 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 under this Competition.
27. A Dream Come True Competition Pack 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 28 herein.
28. 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):
  - 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 Dream Come True Competition Pack; 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.
29. 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 Dream Come True Competition Pack Member earning prizes equal to or 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.
30. Organizer and Vodafone India are not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Dream Come True Competition Pack Member personally, including without any limitation applicable taxes to be borne by the Dream Come True Competition Pack Members entitled to any prize.
31. The Dream Come True Competition Pack Members shall not have the right to claim any damages, loss or costs from the Organizer and 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 prizes nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Dream Come True Competition Pack Members under this Competition.
32. Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Dream Come True Competition Pack Members in connection with the Competition.
33. With regard to the Grand Prize the Winner will be eligible for the on-road price of such prize i.e. of the Hyundai Xcent [Base1.2](#). The Winners eligible for such prizes will not be liable to pay any applicable charges over and above the on-road price of the respective vehicles as applicable, but shall be liable to pay applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the afore-mentioned prizes. The value of the prize offered as Grand Prize i.e. Hyundai Xcent [Base1.2](#) in this Competition shall not exceed net amount of Rs. 853187. In case the specified model, type of the vehicle offered in this Competition as Grand Prize is discontinued or not available during or after the Competition, the Organizer shall at its own discretion offer another vehicle of the same value which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the Grand Prize of this Competition and if the price of the vehicle increases during or after the Competition or at the time of prize distribution or Winner announcement



period, the Organizer will only pay the value of the vehicle that was during the launch of the Competition and the Winner has to pay or bear the extra amount. The prize amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased.

34. Notwithstanding any other provisions under these Terms and Conditions herein, the Organizer and Vodafone may at any time introduce additional prizes in this Competition.
35. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizer and Vodafone India including, but not limited to, meeting of the Dream Come True Competition Pack Member 's requirements or aspirations, timeliness, security, any delay in receiving or sending an SMS during the Competition Period or delay in time recorded or taken for answering a question through SMS or Voice mode including during the tie-breaker, the results or reliability of the Competition, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition; (b) The Dream Come True Competition Pack Member expressly agrees that his/her participation in the Competition offered by the Organizer is at the Dream Come True Competition Pack Member'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 Competition shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone India.
36. 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 the Organizer under Clause 28 before accepting the delivery of the prize. Any failure on the part of the Winners to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s).
37. The prizes shall be handed over by the Organizer on receipt of all the documents, from the Winners, required to process the distribution of the prize/s.
38. In all competitions launched by Organizer and Vodafone India jointly ("**Vodafone Competition(s)**") for the financial year 2015-16, 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 2015-16 which results in his/her cumulative winnings for the financial year 2015-16 crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2015-16. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any Vodafone Competition in the financial year





2015-16, individually results in him/her crossing the Threshold Limit in the financial year 2015-16;

- 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 2015-16, he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in financial year 2015-16; and
  - c. In the event there are multiple Vodafone Competitions live simultaneously, the Winner announcement of which need not follow the same order as the respective Vodafone Competition launch dates, then the order of the Vodafone Competitions 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 Dream Come True Competition Pack Member in this regard.
39. In all Vodafone Competitions held in the financial year 2014-15, if one individual Winner, irrespective of number of mobile connections registered in his/her name, has already won prizes aggregating Rupees Ten Lakhs or more for such financial year 2014-15, he/she will be eligible to win prizes worth up to Rupees Ten Thousand only for the financial year 2015-16.
40. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
41. This Competition is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to Dream Come True Competition Pack or this Competition as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of Dream Come True Competition Pack or the Competition caused as a result of such Force Majeure Event to the Dream Come True Competition Pack Members.
42. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
43. This Competition is 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.
44. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Dream Come True Competition Pack, so far as the same impact the terms and conditions of subscription to Dream Come True Competition Pack as are specifically provided on the Website, the terms and conditions of the Dream Come True Competition Pack shall prevail. In the event of any such



discrepancies impacting the Terms and Conditions of this Competition, only these Terms and Conditions shall prevail and override the terms and conditions of the Dream Come True Competition Pack.

45. Questions and their answers are designed/ sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. The facts are based on largely known facts and any exceptions are not considered. In the event of any discrepancy / dispute regarding the questions or answers, neither OnMobile, Vodafone India nor any third party involved shall be liable towards any Dream Come True Competition Pack Member in any manner.
46. Neither Vodafone India nor OnMobile shall be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, delay in receiving or sending an SMS during the Competition Period or delay in time recorded or taken for answering a question through SMS or Voice mode, including during the tie-breaker process, any action that has been initiated, actioned or completed through the Dream Come True Competition Pack 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, Vodafone India and /or OnMobile shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of OnMobile or Vodafone India.
47. Organizer, Vodafone India nor 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 Dream Come True Competition Pack Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
48. Organizer and Vodafone India 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 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 Dream Come True Competition Pack 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 to Dream Come True Competition Pack and any other services offered on and/or through Dream Come True Competition Pack. Your continued subscription to Dream Come True Competition Pack and/ or participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.



49. The Dream Come True Competition Pack Members 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 Dream Come True Competition Pack Members under the Terms and Conditions, any failure by the Dream Come True Competition Pack Member 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 Dream Come True Competition Pack Member. 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, whether in connection with the Dream Come True Competition Pack Members or the Competition.
50. The employees, agents, associates, distributors or dealers of the Organizer or Vodafone India shall not be eligible to win any of the prizes offered in the Competition.
51. Vodafone India and Organizer may assign any or all of their rights under these Terms and Conditions to their respective affiliates or any third party without consent of the Dream Come True Competition Pack Members.
52. The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Dream Come True Competition Pack 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.
53. Any attempt by a Dream Come True Competition Pack Member to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, the Organizer and/or Vodafone India reserve the right to seek damages from any such Dream Come True Competition Pack Member to the fullest extent permitted by law.
54. Organizer and Vodafone India does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Dream Come True Competition Pack Members.
55. Organizer, Vodafone India and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Dream Come True Competition Pack Member in respect of the Competition.
56. You, the Dream Come True Competition Pack Member, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Competition shall remain, at all times, owned by OnMobile,



Vodafone India or its respective owners. All material and content contained in this Website, WAP Link is made available for Your personal and non-commercial use only. Any other use of the material/content on this Website or any information disseminated by SMS or any other means of communication is strictly prohibited.

57. Any Dream Come True Competition Pack Member providing any incorrect information, concealing or withholding any information from the Organizer with intent to participate and/or win the Competition will automatically be disqualified from participating in it and winning the different categories of prizes. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Dream Come True Competition Pack Member, shall entitle the Organizer to disqualify him/her without any further intimation.
58. The Dream Come True Competition Pack Members hereby agree and undertake not to hold Vodafone India, OnMobile 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 indirect 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 this Competition.
59. Nothing in the Competition shall affect any intellectual property rights of the Organizer or Vodafone India or any of its affiliates in any product or service made available on the Website.
60. Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone India and/or OnMobile, unless otherwise expressly mentioned herein.
61. By participating in the Competition, the Dream Come True Competition Pack Members consent to the following information relating to them to be exchanged between Vodafone India, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer may deem fit, for the purpose of Winner announcement: name, mobile phone number, score and/or photograph. The Dream Come True Competition Pack Members 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.
62. The Dream Come True Competition Pack Members and Winners hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Dream Come True Competition Pack Members (including Dream Come True Competition Pack Member name and photograph etc.) shall be used by Vodafone India and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India's brand.



63. The Winner's name will be announced as registered in the system of Vodafone India.
64. 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/s.
65. This Competition may contain factual references to the names of certain companies, products and individuals. The Organizer and Vodafone India make 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.
66. The provisions of this service, the Competition and any other promotional endeavor may not be used for any commercial purpose by any Dream Come True Competition Pack Member.
67. These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to arbitration, at the request of either of the parties upon written notice to that effect to the other. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, by a sole arbitrator, to be appointed by Vodafone India. The decision of the sole arbitrator shall be final and binding on the parties. All proceedings of such arbitration shall be in the English language. The venue of arbitration shall be Mumbai. Subject to the foregoing, any disputes or any matter arising here from shall be subject to the exclusive jurisdiction of the courts at Mumbai.