



## TERMS AND CONDITIONS OF THE PLAY FOR PULSAR COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**PLAY FOR PULSAR COMPETITION**”. BY PROCEEDING WITH PLAYING THE **PLAY FOR PULSAR 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 THE **PLAY FOR PULSAR COMPETITION**.

### Terms and Conditions

- 1. This Play for Pulsar 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 active<sup>1</sup> pre-paid and post-paid category of Subscriber(s)<sup>2</sup> (“**Subscriber(s)**”) of Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited and Vodafone Spacetel Limited (hereinafter collectively referred to as “**Vodafone India**”) and is launched as part of the Play N Win Competition Pack and is open during the period from **4th July 2014 00:00:01 hrs to 1<sup>st</sup> October 2014 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 7 below, who belong to the following 22 Vodafone India telecom circles of ANDHRA PRADESH, ASSAM, NORTH EAST, BIHAR, DELHI, GUJARAT, HARYANA, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, ORISSA, MUMBAI, PUNJAB, HIMACHAL PRADESH, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, WEST BENGAL, CHENNAI and TAMIL NADU (“**Circle (s)**”) and who have successfully subscribed to the Play N Win Competition Pack (hereinafter referred to as “**Play N Win Competition Pack Member**”) by following the subscription

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<sup>1</sup> 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.

<sup>2</sup> Subscriber(s) shall mean the rightful user(s) of the a Vodafone India connection, pre-paid or post- paid in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the number / connection is registered in the name of a company/ firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Competition, receive the prizes and accept the terms applicable for the Competition.

process mentioned on the Website and are existing Play N Win Competition Pack Members as on the date of the commencement of the Competition. 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. For the avoidance of any doubt, please note that subscription to the Play N Win Competition Pack is no longer open. 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 subscribing to the Play N Win Competition Pack 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 or Vodafone India 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 Play N Win Competition Pack Member and the terms and conditions of the Play N Win Competition Pack shall be deemed to be incorporated herein.
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;
  - 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 Play N Win 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.
6. 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 Play N Win Competition Pack.

## 7. 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 an existing Play N Win 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 during the Competition Period to be eligible to participate on that day of the Competition;
- He/she must not be 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 orders etc. and / or is prohibited from entering any contractual relationship.

Further, the Play N Win Competition Pack Members who participate in the Competition and are chosen as winners of each category of prizes under the Competition 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.

Please note that participating or playing this Competition is optional for the Play N Win Competition Pack Members, however, from the date of commencement of this Competition till the end of the Competition or un-subscription from the Play N Win Competition Pack, whichever is earlier, the Play N Win Competition Pack Members will be charged in accordance with these Terms and Conditions.

## 8. Charging:

- All Play N Win Competition Pack Members as on the 1<sup>st</sup> day of the Competition will be charged Rs. 2/- or Re 1/-, depending on the balance available on his/her number registered with Vodafone India for each day from 01:00:00 hours onwards.
- On subsequent days, the system will try to charge all Play N Win Competition Pack Members 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 Play N Win Competition Pack Members under any circumstances.
- A Play N Win Competition Pack Member will be allowed to play the Competition each day only after being successfully charged for the day.
- If the charging is successful, Play N Win Competition Pack Member will receive 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 and participate in the Competition.

- If the charging is not successful, then the Play N Win Competition Pack Member will receive an SMS on his/her number registered with Vodafone India informing him/her about his/her unsuccessful charging.
- All Play N Win Competition Pack Members will be charged from the first day of the Competition, or the day he/she subscribes to the Play N Win Competition Pack, as the case may be, till the end of the Competition, or the day till he/she unsubscribes from the Play N Win Competition Pack, whichever happens earlier, irrespective of whether she/he plays the Competition or not.
- On non-Competition days, the Play N Win Competition Pack Members will not be charged.
- If a Play N Win Competition Pack Member does not get charged for each day continuously for a period of 30 days during the Competition Period, due to the minimum balance of Rs 2 not being maintained on his/her number registered with Vodafone India for each day during the Competition Period, the system will automatically deactivate the subscription to the Play N Win Competition Pack, without any liability on the Organizer and the Play N Win Competition Pack Member shall not have any claims against the Organizer or Vodafone India in this regard. The Play N Win Competition Pack Member will be sent an SMS on his/her number registered with Vodafone India upon deactivation.

## **9. Competition on Voice**

- Competition will be available on the toll-free number 556770 for all Play N Win Competition Pack Members.
- All Play N Win Competition Pack Members can play the Competition, by calling the toll-free number 556770, only after being charged for the day.
- Based on the amount charged each day, Play N Win Competition Pack Members will be allowed to play the following number of questions on that day:
  - Play N Win Competition Pack Members who are charged Rs 2/- on a particular day will be allowed to play 5 questions; and
  - Play N Win Competition Pack Members who are charged Re 1/- on a particular day will be allowed to play 3 questions.
- The Competition consists of a total of 450 questions, with 2 answer options each.
- The questions under the Competition shall be based on information available to public at large.
- The Play N Win Competition Pack Member can press 1 for 1st Option or 2 for 2nd Option on the phone keypad to answer after the beep.
- To listen to a question again users can press \*
- After every right or wrong answer, the Play N Win Competition Pack Member will be played an appropriate response followed by the updated score and given the next question with answer options.

- The time taken for answering a question through the “Voice” mode is calculated from the time the question, answer and the “beep” prompts finish playing till the time the Play N Win 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.
- For every right answer the Play N Win Competition Pack Member will get 1 point. There is no negative marking for a wrong answer.
- If a Play N Win 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 a Play N Win Competition Pack Member stops playing the Competition without answering the nth question 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 played previously i.e., if a Play N Win Competition Pack Member listens to the 4th questions 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, but since the questions are played randomly, the question maybe different from what he/she received previously.
- A Play N Win Competition Pack Member can continue playing either by calling back on 556770 or by sending an SMS by typing PLAY to 556770, on the same day, to receive the next question.
- Irrespective of whether or not the Play N Win Competition Pack Member has answered all the questions on a particular day, when he/she calls on the next day, he/she will be played the first question of that day.
- All Play N Win Competition Pack Members can play only up to 5 questions a day. There will be a fresh set of 5 questions every day.
- A Play N Win Competition Pack Member will be played the questions one after the other till he/she finishes answering all the questions for that 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 Play N Win Competition Pack Members at the time of subscription to the Play N Win Competition Pack. During this time, the Play N Win Competition Pack Members will not be allowed to play the Competition.
- Once the Play N Win Competition Pack Member has answered all the questions for the day, he/she cannot answer the questions again.
- The points scored by the Play N Win 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 mentioned hereunder will be based only on the points scored by a Play N Win Competition Pack Member on that particular day.
- If a Play N Win Competition Pack Member wishes to unsubscribe from the Play N Win Competition Pack, it can also be done by calling the toll-free number 556770 or sending an SMS typing CAN WIN to 144 or 111. Upon effective un-subscription, an SMS will be sent to the

number of the Play N Win Competition Pack Member registered with Vodafone India confirming the un-subscription from the Play N Win Competition Pack.

- Competition will be open only in the Circles of Vodafone India mentioned herein and Play N Win Competition Pack Members roaming outside their home Circle will be barred from participating in the Competition.

## 10. Competition on SMS

- Competition will be available on the toll free number 556770 for all the Play N Win Competition Pack Members.
- All Play N Win Competition Pack Members can play the Competition by sending PLAY as an SMS to 556770, only after being charged for the day.
- Based on the amount charged each day, Play N Win Competition Pack Members will receive the following number of questions on that day:
  - Play N Win Competition Pack Members who are charged Rs 2/- on a particular day will be allowed to play 5 questions; and
  - Play N Win Competition Pack Members who are charged Re 1/- on a particular day will be allowed to play 3 questions.
- The Competition consists of a total of 450 questions, with 2 answer options each.
- All Play N Win Competition Pack Members can play only up to 5 questions a day. There will be a fresh set of 5 questions every day.
- The questions under the Competition shall be based on information available to public at large.
- Play N Win Competition Pack Members can either play the Competition by sending the keyword PLAY to 556770 and then sending a response to a question like PLAY A or PLAY B or only A or B without the keyword 'PLAY', as a response to the question that they have received last to 556770, on the same day.
- After every right or wrong answer, the Play N Win Competition Pack Member will receive his/her updated score and given the next question.
- The time taken for answering a question through the "SMS" mode is calculated from the time the question is generated and pushed to the Play N Win Competition Pack Member, till the time the answer is received by OnMobile's system. OnMobile does not have any control over delays resulting in the intermediate systems including but not limited to the 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.
- Once the Play N Win Competition Pack Member completes answering all the questions for the day, s/he cannot answer the same questions again.
- For every right answer the Play N Win Competition Pack Member will get 1 point. There is no negative marking for a wrong answer.

- If a Play N Win 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 receive the (n+1)th question. If the Play N Win 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 PLAY to 556770, or calling 556770, on the same day to receive the next question.
- If a Play N Win 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 OnMobile system will ignore this and consider this as a question request and will send the 1<sup>st</sup> question of the next day.
- The Play N Win Competition Pack Members will be sent the questions one after the other till he/she finishes answering all the questions for that 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 Play N Win Competition Pack Members at the time of subscription to the Play N Win Competition Pack. During this time, the Play N Win Competition Pack Members will not be allowed to play the Competition.
- Once the Play N Win Competition Pack Member has answered all the questions for the day, he/she cannot answer the questions again. The points scored by the Play N Win 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 the daily prizes mentioned hereunder will be based only on the points scored by a Play N Win Competition Pack Member on that particular day.
- If a Play N Win Competition Pack Member wishes to unsubscribe from the Play N Win Competition Pack he/she can do so by sending an SMS typing 'CAN WIN' to 144 or 111 or calling the toll free number 556770. Upon effective un-subscription, an SMS will be sent to the number of the Play N Win Competition Pack Member registered with Vodafone India confirming the un-subscription from the Play N Win Competition Pack.

**11.** All Play N Win Competition Pack Members who participate in the Competition are provided the option to play the Competition through Voice (as detailed in Paragraph 9) and SMS (as detailed in Paragraph 10). The Play N Win 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 Play N Win Competition Pack Member. Play N Win 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.

## **12. Prizes and Winner Selection Process**

### **a) Bumper Prize :-**

The selection for the Bumper Prize will be conducted after the Competition ends. One MSISDN per Zone, as per the classification of Zones\* given below, with the minimum cumulative score of

225 points, in the least amount of time during the Competition Period will be selected as the Winner of Bajaj Pulsar 200 NS worth up to Rs 1,50,000/-.

**b) Weekly Prize:-**

The selection for the Weekly Prize will be conducted after the end of the week as per the Weekly Schedule\*\* mentioned below. One MSISDN across all Circle-groups, as per the classification of Circle-Groups\* given below, with the minimum cumulative score of 25 points, in the least amount of time, during each week as per the Weekly Schedule\*\* mentioned below will be selected as the Winner of a Samsung Joyplus 32" LED TV (UA32H4100ARLXL) worth up to Rs. 48,286/- for that particular week. One MSISDN can win the Weekly Prize only once in the Competition.

**c) Daily 1<sup>st</sup> Prize:-**

Daily 1<sup>st</sup> Prize shall be conducted for each day of the Competition. One MSISDN, per Circle-Group, as per the classification of Circle-Groups\* given below, with the score of 5 points, in the least amount of time on each day, will be selected as the Winner of mobile Recharge<sup>3</sup> worth up to Rs 108/-. The winning MSISDNs will be removed from the list of eligible MSISDNs for Daily 2<sup>nd</sup> Prize of each day. 1 MSISDN can win the Daily 1<sup>st</sup> Prize only once in the Competition.

**d) Daily 2<sup>nd</sup> Prize:-**

Daily 2<sup>nd</sup> Prize shall be conducted for each day of the Competition. The selection of all the Winners for the Daily 2<sup>nd</sup> Prize will be conducted after the Daily 1<sup>st</sup> Prize Winner of each day has been selected. One MSISDN, per Circle-Group, as per the classification of Circle-Groups\* given below, with the score of at least 3 points, in the least number of questions, in the least amount of time on each day, will be selected as the Winner of mobile Recharge worth up to Rs. 50/-. 1 MSISDN can win the Daily 2<sup>nd</sup> Prize only once in the Competition.

**\*Classification of Circle-Group(s) and Zones:**

<b>S.No.</b>	<b>Circle-Groups</b>	<b>Zone</b>
1	ANDHRA PRADESH	SOUTH
2	ASSAM + NORT EAST	NORTH & EAST
3	BIHAR	NORTH & EAST

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



4	DELHI	NORTH & EAST
5	GUJARAT	WEST
6	HARYANA	NORTH & EAST
7	KARNATAKA	SOUTH
8	KERALA	SOUTH
9	KOLKATA	NORTH & EAST
10	MAHARASTRA	WEST
11	MP + ORISSA	WEST
12	MUMBAI	WEST
13	PUNJAB + HIMACHAL PRADESH	NORTH & EAST
14	RAJASTHAN	WEST
15	UTTAR PRADESH EAST	NORTH & EAST
16	UTTAR PRADESH WEST	NORTH & EAST
17	WEST BENGAL	NORTH & EAST
18	CHENNAI & TAMIL NADU	SOUTH

**\*\*Schedule for Weekly Prizes:-**

Week	From	To
1	4-Jul-14	9-Jul-14
2	10-Jul-14	16-Jul-14
3	17-Jul-14	23-Jul-14
4	24-Jul-14	30-Jul-14
5	31-Jul-14	6-Aug-14
6	7-Aug-14	13-Aug-14
7	14-Aug-14	20-Aug-14
8	21-Aug-14	27-Aug-14
9	28-Aug-14	3-Sep-14
10	4-Sep-14	10-Sep-14
11	11-Sep-14	17-Sep-14
12	18-Sep-14	24-Sep-14
13	25-Sep-14	1-Oct-14

- In the selection of the Bumper Prize or Weekly Prize Winner, in case of a tie in the score and the time taken, 1 round of tie-breaker will be conducted for all the tied MSISDNs which will be

available on Voice. In case of a tie in the score and time taken, in the tie-breaker, the selection of the Winner 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. Without prejudice to the foregoing, the Play N Win Competition Pack Members shall not hold OnMobile, the Independent Auditor (defined below) or Vodafone India liable for the Winner selection process under this Competition.

- i) In case of a tie in the selection of any of the Daily Prizes, all the tied MSISDNs will receive the prize.
- ii) A Play N Win 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 meets the above said criteria of the respective prizes or is selected as a Winner in case of a tie as mentioned above, subject to Clause 35 and 36 below.
- iii) If a Play N Win 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 Play N Win 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.
- iv) 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.

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

**14.** 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. The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the website <http://vodafone.contestzone.in> and [www.vodafone.in](http://www.vodafone.in) ("**Website**") to keep Yourself updated and informed.

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

- 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.** 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 at its sole discretion.
- 18.** After the selection and validation of the Winners of all the prizes under this Competition , the Winners will be contacted, by calling them for 3 consecutive days on the number of the Winner(s) registered with Vodafone India, and will be given further details as to how, when and where they can redeem their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e. 080-67186352 / 080-67186344 and will be informed about the prize details and the process for claiming the same. Any communication from any other number or source could be unauthorized or not genuine and Play N Win Competition Pack Members are advised to exercise caution accordingly. 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 Winners 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.
- 19.** Without prejudice to the foregoing Clause 18, 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 Bumper 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 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.

- 20.** Play N Win Competition Pack Members may directly contact OnMobile at 1800 1234 000 (toll-free) 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 Play N Win 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 Play N Win Competition Pack Member in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.
- 21.** 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 any such competition/s as may be active for participation during the Competition Period. Also, the Subscribers may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming contest/s for 20 days from the date of commencement of such upcoming competitions.
- 22.** Organizer, Vodafone India or their affiliates shall be entitled to use, in any manner, the details of the Play N Win 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 Play N Win Competition Pack Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Play N Win Competition Pack Members to other Play N Win Competition Pack Members, unless expressly mentioned herein.
- 23.** Prize(s) shall not be transferable. Organizer at its sole discretion may or may not give a Bank Gift Card alternative for the prizes. Mere participation in the Competition shall not entitle a Play N Win Competition Pack Member to the prize. No other person or agent can claim the prize on behalf of the Play N Win Competition Pack Member unless otherwise expressly mentioned herein.
- 24.** A Bank Gift Card acts as a pre-filled card, in which the Winner's prize amount, less TDS if applicable, may be 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 Card 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.
- 25.** A Play N Win 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 26 herein.

- 26.** 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 Play N Win 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.

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

**28.** Organizer is not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Play N Win Competition Pack Member personally, including without any limitation applicable taxes to be borne by the Play N Win Competition Pack Members entitled to any prize.

**29.** The Play N Win Competition Pack Members 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. 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 Play N Win Competition Pack Members under this Competition. OnMobile is also not liable for any defect or deficiency in the prize(s) so offered or availed by the Play N Win Competition Pack Members under this Competition.

**30.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Play N Win Competition Pack Members in connection with the Competition.

- 31.** 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 Play N Win 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 taken or recorded 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 Play N Win Competition Pack Members expressly agree that his/her participation in the Competition offered by the Organizer is at the Play N Win Competition Pack Members 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.
- 32.** 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 26 prior to 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).
- 33.** 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.
- 34.** The list of Winners of the prizes shall be published on [www.vodafone.in](http://www.vodafone.in) and <http://vodafone.contestzone.in> after the end of the Competition.
- 35.** In all competitions launched by Organizer and Vodafone India jointly ("**Vodafone Competition(s)**") for the financial year 2014-15, one individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, is entitled to win prizes aggregating up to Rupees Five Lakhs only ("**Threshold Limit**"). However,
- a) Notwithstanding the Threshold Limit, If an individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, has not achieved the Threshold Limit and subsequently wins an individual prize in the financial year 2014-15 which results in his/her cumulative winnings for the financial year 2014-15 to achieve the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2014-15. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any Vodafone Competition in the financial year 2014-15, individually results in him/her crossing the Threshold Limit in the financial year 2014-15.

b) Once any individual Winner, irrespective of the number of mobile connections registered in his/her name achieves the Threshold Limit for the financial year 2014-15, he/she will no longer be eligible to win prizes exceeding Rupees Ten Thousand and/or above in financial year 2014-15; 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 will be made by any Play N Win Competition Pack Member in this regard.

**36.** In all Vodafone Competitions held in the financial year 2013-14, 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 2013-14, he/she will be eligible to win prizes worth up to Rupees Ten Thousand only, for the financial year 2014-15.

**37.** With regard to the Bumper Prize and Weekly Prize sponsored by OnMobile, OnMobile shall bear and pay, on behalf of the Winners, all tax deductions as applicable, in addition to the cost of the above-said prizes. For the avoidance of doubt, OnMobile shall bear and pay tax deductions in respect of all prizes under this Competition, the value of which exceed Rs 10,000/- individually. Without prejudice to the foregoing, the Winners will be solely liable for the logistics and all incidental costs including but not limited to costs incurred on travelling, insurance, any other taxes applicable as levied by the Central, State or Municipal government or any other liabilities related to the prizes.

**38.** 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.

**39.** In respect of the Bajaj Pulsar 200 NS to be awarded as Bumper Prize under this Competition, the Winner will be entitled only for the on-road price of the Bajaj Pulsar 200 NS. The Winner eligible for the Bajaj Pulsar 200 NS will not be liable to pay any additional taxes over and above the total price but shall be liable to pay charges on the additional vehicle parts opted by the Winners to be purchased along with the Bajaj Pulsar 200 NS.

**40.** The value of the prize offered as Bumper Prize i.e. Bajaj Pulsar 200 NS in this Competition shall not exceed Rs. 1,50,000 (on-road price) . In case the specified model, type of the vehicle offered in this Competition as Bumper 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 Bumper Prize of this Competition and if the price of the vehicle increases during or after the Competition or at the time of prize distribution/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.

41. This offer under this Competition cannot be used in conjunction with any similar alternative offer or promotion.
42. 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 Play N Win Competition Pack or this Competition as a result of a Force Majeure Event. availability
43. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
44. 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.
45. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Play N Win Competition Pack, so far as the same impact the terms and conditions of subscription to Play N Win Competition Pack as are specifically provided on the Website, the terms and conditions of the Play N Win 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 Play N Win Competition Pack.
46. 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. In the event of any discrepancy / dispute regarding the questions or answers, neither OnMobile nor any third party involved shall be liable towards any Play N Win Competition Pack Members in any manner.
47. 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 SMS or delay in time recorded or



taken for answering a question through SMS or Voice mode including during the tie-breaker, any action that has been initiated, actioned or completed through the Play N Win 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.

- 48.** 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 Play N Win Competition Pack Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
- 49.** Organizer and Vodafone India reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer/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 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 Play N Win 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 Play N Win Competition Pack and any other services offered on and/or through Play N Win Competition Pack. Your continued subscription to Play N Win Competition Pack and/ or participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.
- 50.** The Play N Win 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 Play N Win Competition Pack Members under the Terms and Conditions, any failure by the Play N Win Competition Pack 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 Play N Win 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 Play N Win Competition Pack Members or the Competition.

- 51.** 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.
- 52.** The Play N Win 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.
- 53.** The Play N Win Competition Pack Member providing any incorrect information, concealing or withholding any information from the Organiser with an 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 Vodafone number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Play N Win Competition Pack Member, shall entitle the Organiser to disqualify him/her without any further intimation.
- 54.** 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 Play N Win Competition Pack Members.
- 55.** The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Play N Win 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 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.
- 56.** Any attempt by a Play N Win 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 Play N Win Competition Pack Member to the fullest extent permitted by law.
- 57.** Organizer does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Play N Win Competition Pack Members.
- 58.** 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 Play N Win Competition Pack Member in respect of the Competition.

- 59.** You, Play N Win Competition Pack Member, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, 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 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.
- 60.** 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.
- 61.** 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.
- 62.** By participating in the Competition, the Play N Win 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 Play N Win 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.
- 63.** The Play N Win Competition Pack Members and Winners hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Play N Win Competition Pack Members (including Play N Win Competition Pack Members 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.
- 64.** The Winner's name will be announced as registered in the system of Vodafone India.
- 65.** The Winners shall not be entitled to the prizes hereunder, 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.
- 66.** The provisions of this service, the Competition and any other promotional endeavour may not be used for any commercial purpose by any Play N Win Competition Pack Member.
- 67.** 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.