



Terms and Conditions for the Play N Win Competition (PPQ Model) (hereinafter referred to as "Competition")

1. The **Play N Win competition** is an optional competition is organized by **One97 Communications Ltd.**, a company incorporated under the Companies Act, 1956, having its registered office at First Floor, Devika Tower, Nehru Place, New Delhi-110 019 and its principal place of business at B-121, Sector-5, Noida-201 301, India (hereinafter referred to as the "**Organizer**") in association with Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone South Limited, Vodafone West Limited, Vodafone East Limited, Vodafone Digilink Limited, Vodafone Cellular Limited, Vodafone Spacotel Limited (hereinafter collectively referred to as '**Vodafone**') in all the Vodafone's telecom Circles in India for valid prepaid or postpaid cellular mobile subscribers that are the rightful Subscriber of the Vodafone connection, pre-paid or post-paid, in whose name the mobile phone connection number (MSISDN) is registered with Vodafone or who use the Subscriber Identity Module ("**SIM**") of Vodafone on a regular basis for purposes other than to participate in the Competition or any other competitions offered by the Vodafone (hereinafter referred to as "**Subscriber/s**"). 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 of Vodafone; subject to the Terms and Conditions of Competition.

1.1 **Duration of Competition:** From 22nd Jan 2015, 00:00:01 hours to 21st Apr 2015, 23:59:59 hours (both days inclusive) ("Term of the Competition"). The Organizers reserve the right to extend or shorten the Term of the Competition, as it deems fit from time to time without any prior intimation to the Subscribers or any interested party whatsoever, but all changes to the Term of the Competition or otherwise will be made available on the website <http://one97.com/contest/SJ>.

2. Competition will be available subject to the following Terms and Conditions (hereinafter referred to as "**Terms and Conditions**"). The Subscribers agree to abide by these Terms and Conditions in its entirety. If any Subscriber does not agree to any of the Terms and Conditions, such Subscriber shall not participate in Competition. Organizer, reserves the right to modify the Terms and Conditions at any time, without notice. Competition is valid for either a pre-paid as well as post-paid Subscribers of Vodafone. Subscribers who are roaming outside their home Circle will be barred from subscribing to the Competition and from playing the Competition.

2.1 Also, by participating in this Competition, the Subscribers agrees to:

- (i) accept the Terms and Conditions in entirety and by participating in the Competition, you as a Subscriber indicate your acknowledgement and acceptance to remain bound by these Terms and Conditions during the Term of the Competition.
- (ii) Confirm the accuracy, truthfulness and currency of all information that you as a Subscriber may have submitted;
- (iii) Agree that you, as a Subscriber are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between you and Vodafone or between you and One97 Communications Ltd (Organiser) and you are acting

voluntarily, using your own time and resources to participate in the Competition, solely at your own risk.

3. These Terms and Conditions are available on the website of the Organizer at the following address: <http://one97.com/contest/SJ>. You as a subscriber 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 the Competition and any other services offered on and/or through the Competition Pack. If any Subscriber at any point of time during continuance of this Competition does not agree to any of the Terms and Conditions, such Subscriber shall not participate in Competition.

4. To participate in the Play N Win Competition : Subscriber can opt the service at free of cost i.e. Registration will be at zero price point for complete Competition duration. There will be three different set of pricing based on the score level of the Subscriber i.e. if Subscriber is at level 1 he/she will be charged Rs 2 per Question, if at level 2 then Rs 3 per Question and if at level 3 then Rs 4 per Question i.e. subscriber is being charged for the services (IVR, SMS, USSD and OBD) availed while answering the question and nothing is being charged for participating in the competition.

Note: Each Participant shall be charged Rs 2 per SMS sent to 50404 during the Competition Period, except for the predefined service keywords as mentioned below:

CAR, PLAY, SCORE, APRIZE, APM, HELP, MENU, 1, 2, LANG, LEVEL

Participant may send **CAR, PLAY, SCORE, HELP, MENU, 1, 2, LANG or LEVEL to 50404** without any additional charges for such SMS's to know about their current score, register/play in competition, change language, know their current level etc.

A Participant will be charged only if he/she plays the Competition in accordance with these Terms and Conditions.

There will not be any automatic deduction of charges for this Competition

The charged amount will not be refunded to Participants under any circumstances.

| Charging/Question | Validity | Score Levels Reached |
|-------------------|----------|----------------------|
| Rs 4/- | 1 day | Level 3 |
| Rs 3/- | 1 day | Level 2 |
| Rs 2/- | 1 day | Level 1 |

*For each question, the user shall be charged as per the table above.

Subscriber will be eligible for various prizes/awards categories based on the level he/she is after Competition is over. Bifurcation will be according to below level

| Contest Levels | Score Levels |
|----------------|---------------|
| Level 3 | 301 and above |
| Level 2 | 101-300 |
| Level 1 | 0-100 |

As the Subscriber plays questions, he/she qualifies to the next level. Qualifying prize/reward at each level for each Subscriber will be different and more attractive. Once qualified to the next level, the Subscriber is still eligible for the prize in the previous level. Qualification criteria will be score of the Participant. Subscriber will be able to play maximum 3000 sets of questions during the entire Competition period. Assigned Question will be valid for 1 day only. Subscriber will be getting fresh question for next day and fresh charging will happen.

Each incorrect answer fetches the Subscriber NIL points. The participating Subscriber ("**Participant**") who obtains the maximum score with least number of question attempts and who is first to score during the Term of the Competition shall be eligible to be selected as the Winner, hereinafter "**Winning Participants**" or "**Winner**" or "**Winners**".

5. The subscription to "Play N Win Competition" can happen by dialing an IVR shortcode 545450 or 5454502 or 50404 (toll free)

AND/OR

Subscription to "Play N Win" Competition can also happen through SMS by sending CAR to 50404. AND/OR

Subscription to "Play N Win" Competition can also happen by dialing USSD string *545*02# AND/OR

Subscription to "Play N Win" Competition can also happen through an automated OBD push.

After being registered without any charge through any of the above modes, the subscriber can participate in "Play N Win Competition".

Play N Win competition features:

- For every right answer the Participant will get 10 points.
- For every right answer the Participant will get 20 point in Happy Hours (as mentioned below).
- There is no negative points for a wrong answer.

Happy Hours for Play N Win Competition- Everyday except Surprise Day (One day in a week will be chosen by the Organiser for giving a prize to a Participant selected at pan India level) of the week, there will be happy hours from 6 PM to 11 PM'. Subscribers participating in Competition during happy hours will get 20 points for every right answer. Information regarding happy hours will also be sent to all registered Subscribers each day by SMS in advance. Information regarding happy hours will also be available on IVR in Help menu.

6. If the Winner is not able to provide sufficient evidence to show that he/she is the rightful & genuine Subscriber of selected Vodafone mobile connection, Organizer reserves the right to

select the next deserving Subscriber based on the winner selection criteria mentioned in 11.1.2 or to forfeit the prize at its/their sole discretion.

7. The Winning Participants shall be eligible to win prize in the following Categories of "Prizes"

Play N Win Competition Prize Grid (Applicable for the Participants scoring points by participating in "Play N Win Competition")

7.1 Play N Win Competition Pack (Level 3 : Total 3 Bumper/National Prize - PAN INDIA LEVEL) –

First Prize : Gold Voucher of 24 Carat (worth not more than Rs. 1,000,000 [rupees ten lakhs])

One Subscriber in Level 3 fulfilling the Winner criteria would be selected for First Grant Prize from PAN INDIA for participating during the Term of the Competition, with in 60 days after completion of the Competition.

Second Prize : Hyunda i10 Era 1.1 Petrol Variant

One Subscriber in Level 3 fulfilling the next Winner criteria would be selected for Second Grant Prize from PAN INDIA for participating during the Term of the Competition, within 60 days after completion of the Competition.

Third Prize : Yamaha Fazer F1 V2.0

One Subscriber in Level 3 fulfilling the next Winner criteria would be selected for Third Grant Prize from PAN INDIA for participating during the Term of the Competition, within 60 days after completion of the Competition.

7.2 Play N Win Competition Pack (Level 2 : Total 12 Zonal Prize - PAN INDIA LEVEL) –

First Prize : 4 numbers of I Phone 6 16 GB

One Subscriber from each Zone (as defined in Clause 50) on fulfilling the next Winner criteria shall be selected from PAN INDIA for the Term of the Competition, after completion of the Competition and selection of Level 3 Winners. There will be total 4 Prize Winner (1 Winner per zone) for the Term of the Competition. For Zone detail please refer the last page of these Terms and Conditions (Clause 50).

Second Prize : 4 numbers of iPad Mini-3 16 GB Wifi

Four Level 2 Zonal Second Prize Winner shall be selected from PAN INDIA for the Term of the Competition, after completion of the Competition and selection of Level 3 Winners. There will be total 4 Prize Winner (1 Winner per zone) for the Term of the Competition.

Third Prize : 4 numbers of Samsung Galaxy Grand 2

Four Level 2 Zonal Third Prize Winner shall be selected from PAN INDIA for the Term of the Competition, after completion of the Competition & selection of Level 3 Winners. There will be total 4 Prize Winner (1 Winner per zone) for the Term of the Competition.

7.3 Play N Win Competition Pack (Level 1 : Total 19 Prize - CIRCLE LEVEL) – Gold Voucher of 24 Carat Gold, worth of one not more than Rs 10,000)

Nineteen Level 1 Prize Winners (One Winner from each circle) shall be selected from PAN INDIA for the Term of the Competition, after completion of the Competition & selection of Level 3 & Level 2 Winners. There will be total 19 Prize Winner for the Term of the Competition. For Circle detail please refer the last page of these Terms and Conditions.

Surprise Day Prize (Total 13 Prize (One Prize for each surprise day- PAN INDIA LEVEL) –

| Surprise Day Prize Grid | | | |
|-------------------------|----------|-----------------------------|----------|
| Level | Type | Prize Category | Quantity |
| Week-1 SD | National | 28 inch LED TV | 1 |
| Week-2 SD | National | Window AC | 1 |
| Week-3 SD | National | Blu Ray Home Theatre System | 1 |
| Week-4 SD | National | DSLR Camera | 1 |
| Week-5 SD | National | 28 inch LED TV | 1 |
| Week-6 SD | National | Window AC | 1 |
| Week-7 SD | National | Blu Ray Home Theatre System | 1 |
| Week-8 SD | National | DSLR Camera | 1 |
| Week-9 SD | National | 28 inch LED TV | 1 |
| Week-10 SD | National | Window AC | 1 |
| Week-11 SD | National | Blu Ray Home Theatre System | 1 |
| Week-12 SD | National | DSLR Camera | 1 |
| Week-13 SD | National | 28 inch LED TV | 1 |

One day in a week will be chosen by the Organiser for giving a prize to a Participant selected at pan India level (“Surprise Day”). Information regarding Surprise Day will be available to Participants a day prior as well as on surprise day via IVR, SMS and at the website <http://one97.com/contest/SJ>. A Participant can be eligible for surprise day prize/reward only once during the entire competition period (“Surprise Day Winner”). There will be only one Surprise Day Winner, who shall be the Participant with the highest points, with least attempts and first to score to achieve on that single day. Prize will be different for every week.

Number of surprise day per week may vary during the challenge period.

8. For the purpose of clarification and avoidance of doubt, Prize does not include any personal expenses incurred by the Winner and the Winner shall be solely responsible for all the expenses whether additional or incidental, required to be incurred to avail his/her winning Prize.

9. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time arising out of free Prize, shall be solely borne by the Winner for the Prizes.

10. Competition is valid only for Vodafone Subscribers who are:

- (i) eighteen (18) years of age or above;
- (ii) Active and existing Subscribers;
- (iii) Residents of India;
- (iv) Not suffering from any legal disability e.g. insolvency, restraint by court etc;
- (v) Not have any outstanding dues payable to Vodafone on account of the mobile connection.

Employees of Organizer and Vodafone and their relatives will not be eligible to participate in Competition.

11. WINNER SELECTION & PRIZE DISTRIBUTION :

11.1.1. Prize/rewards contained herein are applicable for the Participants scoring points by playing the Competition.

11.1.2. The selection of the Winner of the Competition, shall take place after completion of the Competition. Winner selection is done based on following criteria:

1. Highest Score
2. Minimum attempts
3. First to score
4. In- case there is tie between Participants- then tie breaker round will be conducted.

11.1.3. All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent External Auditor appointed by the Organizer and decision of Independent External Auditor shall be final and binding on the Subscribers.

11.1.4. In case of a tie in the time taken, the Participant's who have tied will be asked to answer a set of 5 tie breaker questions on IVR, the Participant who answers the maximum questions correctly in the given time or in case both the Participants answer equal number of questions the Participant who answers the maximum questions correctly in the least time, will be selected as the Winner.

11.1.5. Post selection of Winners the results will be uploaded on <http://one97.com/contest/SJ>. One97 shall also make 5 consecutive attempts to contact Winners over call to inform about the gratification and further process of claiming the gratification. The Winner will have to claim prize and submit the documents (required documents mentioned below) within 15 days when One97 uploads the results on website. It is the responsibility of Participants to check the result link provided on daily basis post completion of contest to know the Winners. And further it is the responsibility of Winners to claim their prize.

The details required for claiming the prize shall be mentioned along with Competition Winner list.

11.1.6. The prize will be **rolled over to next eligible Participant** or forfeited, at the discretion of the Organizers and Winner agrees to surrender the prize if:

1. The Winner does not claim the prize & or fail to submit all necessary documents within 15 days; or
2. The Winner does not submit TDS (if applicable) amount within 15 days of receipt of information from One97.

Post completing documentation process Winner will be informed (through telecalling) regarding the modalities of the prize and distribution thereof. Delivery of prize will be subject to the Winners giving the correct address and his/her availability there. In the event the prize cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of One97, the Winners shall collect them from the nearest place specified by One97.

12. The documents required to be submitted along with the claim by the Winner shall include the following (the document list is only inclusive and not exhaustive) and Organizers and Vodafone, at their sole discretion may insist on such further proof as it may deem fit:

- Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc)
- Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc)
- One passport size photo
- Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner)
- Post paid bill (for post paid user) (additional document)
- DD equal to TDS amount in advance in favor of One97 Communications Ltd. (30% of prize amount if exceeding Rs 10,000 as per applicable Income tax rules)
- Submission of acknowledgement letter (as per the format that shall be provided by Organizer) on receipt of the Prize(s)
- PAN card copy self attached

13. No substitution or exchange of the prize shall be allowed.

14. However, the Organizer and Vodafone reserves the right to substitute and/or change the terms and /or Prize, without any prior intimation or notice to the Participants and /or Winner, as the case may be and Participant's continuous attempt to play to the Completion will be constitute as the Participant's express consent for the same.

15. The Organizer and Vodafone shall not be liable for any delay or loss that may accrue in the delivery of the Prizes. Subscriber hereby agrees and undertakes not to hold Vodafone / organizer and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that the Subscriber may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of the present Competition.

16. Organizer shall provide the Prizes to the concerned authorized person of the Vodafone telecom services area in the circle from which the Winner is chosen within two month of the date

of Winner selection. However the Winners shall personally come to Vodafone's office to claim the Prizes within one month of the date of the Winner selection and the Winner shall be solely liable to bear the cost that may be incurred by him / her in collecting / availing the Prizes.

17. Competition is valid subject to the Winner complying with all Terms and Conditions contained herein, as required by the Organizer and Vodafone. Any failure on the part of the Participant to comply with any specified Terms and Conditions contained herein, shall disqualify such Participant.

18. Competition is subject to applicable laws and guidelines/directions issued by Telecom Regulatory Authority of India ('TRAI'), Department of Telecom (DOT) or any other statutory authority from time to time.

19. If any part of these Terms and Conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these Terms and Conditions are fully enforceable and legally binding.

19.1 In the event of any discrepancy between these Terms and Conditions and applicable laws and guidelines/directions issued by Telecom Regulatory Authority of India ('TRAI'), Department of Telecom (DOT) or any other statutory authority, the applicable laws shall prevail only to the extent of such discrepancy, however the remainder of the Terms and Conditions shall continue to remain in full force and effect.

20. Organizer and Vodafone reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify Competition or any part thereof including the eligibility criteria at its sole discretion at anytime during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Participant.

21. Upon participating in the Competition, the Subscriber confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Competition and engagement calls / sms, promoting the new contest. Such interest and the subscription for the contest will be valid for all upcoming contests done jointly by Organizer and Vodafone. The Participant will be informed about the next contest to be launched after the end of a contest. They can at any given point of time deactivate/unsubscribe from the contest.

22. The existence of a dispute, if any, regardg the Prize shall not constitute any claim against Vodafone, Independent Auditor or Organizer.

23. In matters relating to Competition, including any disputes arising in respect thereof, the decision of Organizer shall be final and binding.

24. Competition is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Organizer and Vodafone. Organizer & Vodafone shall not be liable for any failure to comply with its obligations where the failure is caused by something outside their reasonable control. Such circumstances shall include, but not be limited to,

weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

25. Organizer or Vodafone shall not be responsible for any SMS message delivery failures, for any lost, late or misdirected network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and/or other conditions beyond its reasonable control.

26. The Prizes are non-transferable, non-negotiable, subject to availability and there will be no cash alternative. Organizer reserve the right to substitute Prizes of equal or greater value, at any time.

27.Organiser makes no representation and gives no warranty relating to the Prize which is made available on an 'as-is- as- available' basis. The Organizer and Vodafone are neither responsible nor guarantee the quality of the goods / services being provided as Prizes nor is it liable for any defect or deficiency of goods or services so obtained/availed, by the Subscribers under Competition. Neither Vodafone nor Organiser shall be responsible for any failure on behalf of the Winners or any third party, relating to the Winners inability to use or redeem the Prize, or any part thereof, in any manner whatsoever

28.There shall be no roll-over of Prizes in case the Winner/s is/are not eligible. A Subscriber shall not be considered eligible if he/she does not conform to the Terms and Conditions as stipulated above.

29.Organizer and/or Vodafone or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors will not be liable for any actions, claims, demands, damages, costs, charges and expenses, either direct or remote that the Subscriber/Participant/Winner may/might have suffered, sustained or incurred or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or damage to property, which is suffered or sustained in connection with Competition. Subscriber shall indemnify and keep indemnified Vodafone and Organizer 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 Organizer or Vodafone may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of Subscriber under the Terms & Conditions, any failure by the Subscriber 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 and Organizer shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscriber.

30.Winners shall be intimated by the Organizer directly. Organizer or Vodafone shall not entertain any questions, correspondence, enquiries on the manner of conducting Competition and grant of Prizes from any person, whatsoever. The Subscriber hereby understands and gives his/ her irrevocable consent for personal information relating to the Subscriber to be exchanged with Organizer towards any validations that may be required by Organizer for identifying the Winner.

31.Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizer and / or Vodafone.

32.This Competition shall be governed by the laws of India. Any dispute arising out of this Competition will be referred to a Sole Arbitrator to be appointed by Organizer, whose decision shall be final and binding on the parties. The place of Arbitration shall be at New Delhi.

33.If, in any Circle of Vodafone in India and/or territory or part thereof, the running of Competition is prohibited, the Subscribers from such Circle and/or territory or part thereof shall not be eligible to participate in Competition. No further notice shall be given by the Organizer or Vodafone, in this regard.

34.Participation in Competition implies acceptance of all the Terms and Conditions of Competition. Acceptance of the Prize by the Winner constitutes permission for the Organizer and Vodafone and their affiliates to click photographs of the Winner and use the Winner's name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation being paid to the Subscriber or the Winner or his/her legal heirs whatsoever.

35. For any complaint/query regarding Play N Win Competition, Subscribers can directly contact Organizer by sending an email at games@one97.com from Monday to Friday during working hours. Nevertheless, Organizer and Vodafone do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers. Organizer, Vodafone and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the Competition.

36.Any Prize/reward of value in excess of INR 10,000 will be subject to deduction of Tax at Source ('TDS') under the provisions of the Income Tax Act, 1961. Such TDS on the Prize/reward/s shall be borne by the Winning Participant. Further, all the Winning Participant(s) must furnish a valid Indian PAN Card copy to claim the Prize/reward amount, or Prize/reward, irrespective of the value of the same, failing which the Winning Participant's Prize/reward shall be forfeited **or the Prize/Reward shall be rolled over to the next eligible Participant**, at the sole discretion of the Organizers. The Winning Participant shall also be liable to pay all the other taxes which are applicable under any statute or law.

37.Winner(s) understand and agree that in case the Prize/reward is not available, any gift of equivalent value will be given by Organizer. All incidental costs/taxes/levies related to the Prize/reward(s) shall be exclusively borne by the Winner including but not limited to TDS, Gift tax (if any), Road Tax, Insurance and any other taxes applicable by the government Central, State or Municipal.

38.Organizer and Vodafone reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms & Conditions of the Competition. Failure by Organizer or Vodafone to enforce any of their rights at any stage does not constitute a waiver of those rights.

39.The Subscriber providing any incorrect information, concealing or withholding any information from the Organizer or Vodafone 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 or any other information provided by the Subscriber, shall entitle the Organizer and Vodafone to disqualify him/her without any further intimation.

40. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizer and/or Vodafone including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any Competition, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any Prize/reward, goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition; (b) The Participant expressly agrees that his/her participation in the Competition is at the Participant's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Competition shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone .

41. Winners of previous contests organized by Organizer across operators who have won a Bumper / First / Grand Prize shall not be eligible for the Bumper / First / Grand Prize under this contest. This restriction shall also apply to :

(i) **immediate/first blood relatives and spouse of such Winners and/or**

(ii) **other people who share the same address with Winners of previous contests organized by Organizer across operators who have won a Bumper / First / Grand Prize.**

42. If the same person having different MSISDN has been selected more than once, in such event he /she will be awarded only one Prize. A Participant will be entitled to win only once during the entire Term of the Competition. If a Participant is declared as Winner in more than one category/period then he/she shall be entitled to only one highest prize/reward amongst different Prize/rewards across category/period. This restriction shall not apply to Surprise Day prize.

43. If any Participant has won Bumper Prize in any previous contest of operator (Idea/Vodafone/Airtel/Reliance/Aircel) then he/she will not be eligible for Level 3 prizes, Level 2 prizes & Level 1 prizes. He/She will be eligible for surprise day prize.

44. Unconditional Approval/Acceptance:

1) The Participant is aware that SMS sent by the Participant may not be received by Organizer instantly due to various factors outside the control of the Organizer or Vodafone such as Network failure, system failure, etc.

2) The time at which the Participant sent from his handset will not be considered even if it is earlier. (Example – Participant sent answer at 2 pm but it was received by Organizer only at 3 pm. Organizer will consider the time as 3 pm only).

3) The Participant undertakes not to challenge the selection process of Winner(s) in case of tie in the number of points scored, since the time at which the SMS was received by Organizer will be considered for selecting the Winner.

4) The Participant undertakes not to dispute/challenge the delay caused in receiving the SMS by Organizer due to network failure, system failure, etc., which are beyond the control of Organizer or Vodafone.

45. After the selection and validation of the successful Winners of all the above mentioned Prizes, the Winners will be contacted through calls, for 5 consecutive days, and will be given further details as to how, when and where they can redeem their respective Prizes. In case of contacting Winner, Organizer will make calls for 5 consecutive days and in these five days of calling if Organizer is unable to contact the Winner due to reasons such as Winner is out of coverage or phone was busy or the number which dialed does not exists or phone is switched off etc. then Organizer reserve the right to disqualify the Winner and move on to next Winner for calling.

46. In case of any technical failure or system failure, no point or extra benefit for the right answered question will be granted to Subscriber.

47. Post Winner declaration and completion of their announcement and further process as the case may be if Organizer finds that the declared Winners are wrong then organizer reserves the right to declare the correct Winners again and cancel the prize of Winners declared earlier.

48. Rule Violation: Based on all the above mentioned rules in the Terms and Conditions if any rule is violated due to any technical reason then no extra benefit will be granted to the Participant.

49. Nothing in the Competition shall affect, alter or in any manner change any intellectual property rights of the Organizer or Vodafone or any of their affiliates in any product or service made available. Subscriber 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 Organizer, Vodafone or its respective owners. This Competition might contain factual references to the names of certain companies, products and individuals. The Organizer or Vodafone 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.

50. Below is the list of circles and the order in which they are considered for Winner selection purpose.

| S. No. | Circle | Region/Zone |
|--------|--|-------------|
| 1 | DELHI | North |
| 2 | HARYANA | North |
| 3 | UTTAR PRADESH EAST | North |
| 4 | UTTAR PRADESH WEST | North |
| 5 | PUNJAB, HIMACHAL PRADESH & JAMMU & KASHMIR | North |

| | | |
|----|----------------------|-------|
| 6 | ORISSA | East |
| 7 | WEST BENGAL | East |
| 8 | ASSAM & NORTH EAST | East |
| 9 | BIHAR | East |
| 10 | KOLKATA | East |
| 11 | RAJASTHAN | West |
| 12 | MADHYA PRADESH | West |
| 13 | MUMBAI | West |
| 14 | MAHARASTRA | West |
| 15 | GUJARAT | West |
| 16 | CHENNAI & TAMIL NADU | South |
| 17 | KARNATAKA | South |
| 18 | KERALA | South |
| 19 | ANDHRA PRADESH | South |