



## CONTEST TERMS AND CONDITIONS

### **TERMS AND CONDITIONS –VODAFONE RADIO UNLIMITED (PLAY FOR CAR)COMPETITION**

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**VODAFONE RADIO UNLIMITED (PLAY FOR CAR)**”. BY PROCEEDING WITH PLAYING THE **VODAFONE RADIO UNLIMITED (PLAY FOR CAR)**, 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 **VODAFONE RADIO UNLIMITED (PLAY FOR CAR) COMPETITION**.

#### **Terms and Conditions**

1. “**VODAFONE RADIO UNLIMITED (PLAY FOR CAR) Competition**”(hereinafter referred to as the “**Competition**”) is an optional Competition conceptualized, organized and hosted by Hungama Digital Media Entertainment Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at F-1, Laxmi Woolen Mills Estate, Shakti Mills Lane, Dr E Moses Road, Mahalaxmi, Mumbai 400 011-India (“**Hungama**” or “**Organizer**”) and is open for participation for active<sup>1</sup> pre-paid or post-paid category of Subscribers<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 referred to as “**Vodafone India**”) as part of the Vodafone’s Radio Unlimited Pack (hereinafter referred to as “**Radio Unlimited Pack**”) during the period from **10 January 2015, 00:00:01 hrs till 14<sup>th</sup> March 2015, 23:59:59 hrs** (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit, and any such change shall be published on the website, (defined below).
2. The Competition is open for all active Subscribers who satisfy the eligibility criteria mentioned in Clause 3 below and who belong to the following Vodafone India telecom circles (“**Circle(s)**”) of ANDHRA PRADESH, ASSAM, NORTH EAST, BIHAR, DELHI, GUJARAT, HARYANA, KARNATAKA, KERALA, MAHARASTRA, MADHYA PRADESH, ORISSA, MUMBAI, PUNJAB, HIMACHAL PRADESH, JAMMU & KASHMIR, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, KOLKATA, WEST BENGAL, CHENNAI and TAMIL NADU who have successfully subscribed to the Radio Unlimited Pack (hereinafter referred to as “**Radio Unlimited Pack Member(s)**”) by following the subscription process mentioned hereunder.

#### **3. Eligibility**

This Competition is open for subscription for all Subscribers who fulfil the following criteria:

- Subscriber must be of or above 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must be a Radio Unlimited Pack Member;
- Subscriber must belong to any one of the Circles mentioned herein;
- The subscriber must not be employee or relative of SP (Hungama), Vodafone or any other promotional Vodafone Partners like One97 & Onmobile etc.
- Subscriber must not be of an unsound mind; and
- Subscriber must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

<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 competitions under the Radio Unlimited Pack or any other competitions offered by the Organizer and Vodafone India, jointly.

<sup>2</sup>Subscriber shall mean the rightful user of the Vodafone India connection, pre-paid or post-paid, in whose name the mobile phone connection 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.



For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who is a Radio Unlimited Pack Member and the terms and conditions of the Radio Unlimited Pack shall be deemed to be incorporated herein.

Also, by participating in this Competition, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- 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 Hungama and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk;
- 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 have submitted; and
- Warrant that prior to subscribing to the Competition, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein and the Terms and Conditions of the Radio Unlimited Pack.

The Competition will be known by and be made available in the below mentioned languages:

*Hindi, English, Tamil, Telegu, Kanada, Bengali*

A Radio Unlimited Pack Member, by subscribing to the Radio Unlimited Pack, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the Winners (defined below) under this 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, business exigencies, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the Organizer, its affiliates and associates or for any reason whatsoever.

Subscribers who are roaming outside their home Circle will be barred from subscribing to the Radio Unlimited Pack and from playing the Competition.

Further, the Radio Unlimited 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 (“Winner(s)”) 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. If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile connection, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

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

#### 5. **Subscription Process to the Radio Unlimited Pack**

**a. The active Subscribers may either call 55665 (toll Free) by double subscription through Out Bound Dialers (“OBD(s)”) or In Bound dialers to subscribe or through Wireless Access Protocol (“WAP”) by clicking on the link [http://202.87.41.147/hungamawap/hungama/216288/index\\_ru.php3](http://202.87.41.147/hungamawap/hungama/216288/index_ru.php3).**

- As soon as a Subscriber sends a subscription request:
  - Through 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 or Interactive Voice Response (“IVR”), a double subscription is required by pressing 1 and then 5 after which he/she will be informed that his/her subscription request has been received.
- If the subscription is unsuccessful, the Subscriber will be sent an appropriate SMS on his/her number registered with Vodafone India telling him/her to try again later.
- All Radio Unlimited Pack Members will automatically be eligible to play and win prizes offered in all competitions launched as part of the Radio Unlimited Pack, as will be detailed in the terms and conditions of that respective competition. The prizes offered under the competitions may vary from one competition to the next.



- All Radio Unlimited Pack Members will be charged Rs. 30/- per month, depending on the balance available on his/her number registered with Vodafone India, , irrespective of whether they participate in any competition or not, once they have successfully subscribed to the Radio Unlimited Pack until the completion of the competition or until they unsubscribe from the Radio Unlimited Pack, whichever is earlier, 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.
- *If a Radio Unlimited Pack Member wants to unsubscribe from this Radio Unlimited Pack then it can be done by calling 55665 toll-free. Upon effective un-subscription, a SMS will be sent to the number of the Radio Unlimited Pack Member registered with Vodafone India confirming the un-subscription from the Radio Unlimited Pack.*

**b.**A Subscriber can subscribe and unsubscribe to the Radio Unlimited Pack multiple times- i.e. if he/she unsubscribes from the Radio Unlimited Pack, he/she can subscribe again, at any time, if he/she wishes to do so during the validity of the Radio Unlimited 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.30/- per month.

**c.**All existing subscribers of Radio Unlimited Pack will be sent an SMS before the launch of the Competition, informing them about the upcoming Competition.

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

#### **6. Charging:**

- *New Radio Unlimited Pack Members on the first day of the Competition will be charged Rs.30/- per month during the Competition Period, depending on the available balance on his/her number registered with Vodafone India, from 01:00:00 hours onwards (or from the day on which he/she becomes eligible to participate in the Competition), till the end of this Competition or till the day he/she unsubscribes from the Radio Unlimited Pack, whichever happens first.*
- *On subsequent days, the system will try to charge all Radio Unlimited Pack Members who subscribe after the competition starts Rs.30/-Per Month, depending on the available balance on his/her number registered with Vodafone India at 01:00:00 hours, irrespective of successful charging or failure the previous day. This amount will not be refunded to Radio Unlimited Pack Members under any circumstances.*
- *Radio Unlimited Pack Members who do not have Rs. 30/- balance will be charged Rs. 15/-, Members who do not have 15/- balance will be charged 7/-and the Radio Unlimited Pack Members who do not have Rs. 7/-balance will be charged Re 1 for that particular day.*

If the charging is successful, the Radio Unlimited Pack Member will get a confirmation SMS on his/her number registered with Vodafone India, along with the rules, prizes, Terms and Conditions URL, and the number on which s/he can call to participate in the Competition. If the charging is not successful, then the Radio Unlimited Pack Member will be informed about such unsuccessful charging through an SMS.

#### **7. Competition on Voice**

- *Competition will be available on voice on the toll-free number 55665 for all Radio Unlimited Pack Members.*
- All Radio Unlimited Pack Members of the Radio Unlimited Pack can play the Competition each day, by calling the toll-free number 55665, only after being charged.



- Radio Unlimited Pack Members can answer the question by pressing 1 or 2 or 3 or 4 on their mobile phone keypad.
- *The questions under this Competition shall be based on information available to the public at large.*
- The Competition consists of a total of 200 questions, with 4 answer options each.
- All Radio Unlimited Pack members can play Unlimited questions in a day.

There will be three round in the contest and each round has specific questions i:e

Round 1 – Generic Music based (100 questions)

This round will have Set of 100 questions to qualify for 2<sup>nd</sup> round user need to give minimum 50 correct answers. Points required to cross 1<sup>st</sup> round: 500

Round 2 – Guess the next line of the song/Mukhda (50 questions)

This round will have Set of 50 questions to qualify for 3<sup>rd</sup> round user need to give minimum 25 correct answers.

Points required to cross 2<sup>nd</sup> round: 250

Round 3 – Guess the number of times a single word appears in the song (50 questions).

This round will have Set of 50 questions to qualify for Winner's league user need to give minimum 25 correct answers.

Points required to cross 3<sup>rd</sup> & final round: 250

- *The Radio Unlimited Pack Member can press 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option or 3 for 3<sup>rd</sup> option or 4 for 4<sup>th</sup> option on the phone keypad to answer.*
- *For every right answer the Radio Unlimited Pack Member will get 10 point. There is no negative marking for a wrong answer.*
- *After every right or wrong answer, the Radio Unlimited Pack Member will be played an appropriate prompt and will be given his/her updated score followed by the next question and answer options. If a Radio Unlimited Pack Member stops playing the Competition after answering the nth question then when he/she calls back on the toll-free number 55665 on the same day, he/she will be played the (n+1) question. If a Radio Unlimited Pack Member stops playing the Competition without answering the nth question then when he/she calls back on the toll-free number on the same day, he/she will be played the nth question of the day which may be different than the question previously received, i.e., if a Radio Unlimited 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, which will be same what he/she received previously. Irrespective of whether or not the Radio Unlimited 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 (N+1) question.*
- *The points scored by the Radio Unlimited Pack Members in a day will be carried over to the next day.*
- Question will be repeated 2 times in case of No-input.
- If a Radio Unlimited Pack Member wishes to unsubscribe from the Radio Unlimited Pack, that maybe done by calling the toll-free number 55665 by the Radio Unlimited Pack Member from the number registered with Vodafone India confirming the un-subscription from the Radio Unlimited Pack.

**8. Selection of successful Winners – The selection process of the successful Winners for all the prizes in this Competition will be as follows:**



**Bumper Prize:-**The selection for the Bumper Prize will be conducted after the completion of the Competition. One MSISDN across all Circle-, as per the classification of Circle- Zone\* given below, **winner will be selected On basis of Highest score . If we have more than one winner with highest score than we will declare winner on basis of Highest MOU** will be selected as the Winner of the VODAFONE RADIO UNLIMITED (PLAY FOR CAR) Contest and shall win **one (1) Ford Eco Sport**.

•There will be three round in the contest and each round has specific questions i:e

Round 1 – Generic Music based (100 questions)

This round will have Set of 100 question to qualify for 2<sup>nd</sup> round user need to give minimum 50 correct answers.Points required to cross round: 500

Round 2 – Guess the next line of the song/Mukhda (50 questions)

This round will have Set of 50 question to qualify for 3<sup>rd</sup> round user need to give minimum 25 correct answers.

Points required to cross round: 250

Round 3 – Guess the number of times a single word appear in the song (50 questions)

This round will have Set of 50 question to qualify for Winner's league user need to give minimum 25 correct answers.

Points required to cross round: 250

**Weekly Prize:-**The selection for the Weekly Prize will be conducted as per the Weekly Schedule given below\*\*\*\*. One MSISDN, per Zone, as per the classification of Zones\*\*\* given below, **winner will be selected On basis of Highest score of the week . If we have more than one winner with highest score than we will declare winner on basis of Highest MOU**, during that relevant week, as mentioned in the Weekly Schedule\*\*\*\* will be selected as the Winner of **iPhone 6**. One individual Winner, irrespective of the number of MSISDN's registered in his /her name with Vodafone India shall be entitled to win the Weekly Prize only once in the Competition Period.

**1 Individual Winner, irrespective of the number of MSISDNs registered in his/her name with Vodafone India, shall be entitled to win either the Bumper Prize or the 1<sup>st</sup>Prize in this Competition and shall under no circumstances be entitled to win more than one of the above-mentioned prizes in this Competition.**

**i:e winner will be selected On basis of Highest score . If we have more than one winner with highestscore than we will declare winner on basis of Highest MOU in weeklyorgrand price category .**

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

<b>Zone</b>	<b>Circle</b>
South	Andhra Pradesh
	Chennai
	Karnataka
	Kerala
	Tamil Nadu
North	Delhi
	Haryana
	Himachal Pradesh
	Jammu-Kashmir
	Punjab



	Rajasthan
	UP East
	UP West
West	Madhya Pradesh
	Maharashtra
	Mumbai
	Gujarat
East	Assam
	Bihar
	Kolkata
	WestBengal
	NE
	Orissa

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

Week	From	To
1	10- Jan	17-Jan
2	18-Jan	- 24-Jan
3	25-Jan	31-Jan
4	1-Feb	7-Feb
5	8-Feb	14-Feb
6	15-Feb	21-Feb
7	22-Feb	28-Feb
8	1-Mar	7-Mar
9	8-Mar	14-Mar

- Without prejudice to the foregoing, the Radio Unlimited Pack Members shall not hold Hungama 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 and certified by an independent third party auditor, appointed by the Organizer.
9. All prizes will be given after the winner provides to the Organizer the proof of payment of requisite taxes for the gratification to be claimed by the contest winner.
10. 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.
11. All prizes offered in this Competition are subject to availability. The Organizer reserves the right to issue a Bank Voucher (defined below), of the value of the prize won, for any of the prizes at its sole discretion.
12. *This Competition contains 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.*



13. 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 . The Organizer 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 3 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 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 Hungama 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.
14. Without prejudice to the foregoing Clause 13, 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 and this is limited 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 or 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.
15. Radio Unlimited Pack Members may directly contact Hungama at 1800 1234 000 (toll-free) regarding any queries or complaints pertaining to the Competition between 9:30 AM and 6:30 PM on all working days from Monday to Friday. Alternatively, the Radio Unlimited Pack Members may send an email to voice .contest @hungama .com which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Radio Unlimited Pack Member in writing to Hungama directly and Vodafone India shall not entertain any communication in this regard.
16. *Organizer, Vodafone India and their respective affiliates shall be entitled to use, in any manner, the details of the Radio Unlimited 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 Radio Unlimited Pack Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Radio Unlimited Pack Members to other Radio Unlimited Pack Members unless expressly mentioned herein. The Radio Unlimited Pack Members also consent to the information being shared by Hungama with its affiliates and service providers and to the information being processed and stored in the servers of Hungama or its service providers, inside or outside India.*
17. Prize(s) under this Competition shall not be transferable. Cash alternative for the prizes above may be given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle a Radio Unlimited Pack Member to the prize. No other person or agent can claim the prize on behalf of the Radio Unlimited Pack Member unless otherwise expressly mentioned herein.
18. A Bank Voucher or Bank 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 as an



alternative of the prize(s) subject to availability of the prize(s). This Bank Voucher or Bank Card can be used / swiped as a debit card in all outlets where Bank Cards are accepted. The Bank Voucher or Bank 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 Voucher shall be the terms and conditions stipulated by the relevant bank. This Bank Card or Bank Voucher may be issued by the Organizer, at its sole discretion, to any category of prizes under this Competition.

19. A Radio Unlimited 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 21 herein.
20. 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 Radio Unlimited 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 owner of the Vodafone India number and the same is registered with the operator in the name of the Winner.*
21. Any prize of value in excess of INR 10,000/- in a year\* will attract deduction of tax at source being 30% of the gratification amount 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 along with proof of payment of tax at source 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 Radio Unlimited Pack Member earning prize in excess of INR 10,000 in a year in aggregate from all competitions / offers conducted by Hungama Digital Media Entertainment Pvt Ltd as one of the organizers irrespective of the operator or other organizers will be subject to tax as per the provisions of the Income Tax Act, 1961 and shall be solely borne by the winner before claiming the gratification.

22. 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 Radio Unlimited Pack Member personally, including without any limitation applicable taxes to be borne by the Radio Unlimited Pack Members eligible for the prize.





- 23.** *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.*
- 24.** The Radio Unlimited Pack Members shall not have the right to claim any damages, loss or costs from the Organizer and/or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. Vodafone India and/or Hungama 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 Radio Unlimited Pack Members under this Competition. Hungama is also not liable for any defect or deficiency in the prize(s) so offered or availed by the Radio Unlimited Pack Members under this Competition.
- 25.** 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 Radio Unlimited Pack Member's requirements or aspirations, timeliness, security, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process due to technical snags including network failure or system error or otherwise, 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 Radio Unlimited Pack Member expressly agrees that his/her participation in the Competition offered by the Organizer is at the Radio Unlimited 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.
- 26.** 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 21 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).
- 27.** In respect of the Ford Eco Sport to be awarded as Bumper Prize under this Competition, the respective Winners will be entitled only for the ex-showroom price of the Bumper Prize. The Winner eligible for the Bumper Prize will be liable to pay all applicable additional taxes over and above the total price along with charges for the additional vehicle parts opted by the Winners to be purchased along with the Bumper Prize.
- 28.** 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 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 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.



29. *The Winners of the Contest weekly/bumper prize winner will be informed by Calling or SMS communication to the user after the end of the Competition and/or after all Winner selection processes have been completed. The Terms and Conditions for the Competition may also be available on the website [www.vodafone.in](http://www.vodafone.in). The Terms and Conditions of the Competition can be amended or varied from time to time or withdrawn.*
30. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
31. *If, in any State and/or territory or part thereof, the running of this Competition is prohibited as per local rules or laws, the Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Competition. No further notice shall be given by the Organizer or Vodafone India, in this regard.*
32. 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 Hungama ("**Force Majeure Event**"). Neither Hungama nor Vodafone India shall be liable for any delay or adverse effect caused to Radio Unlimited Pack or this Competition as a result of a Force Majeure Event. Hungama and/ or Vodafone India shall intimate the suspension of Radio Unlimited Pack or the Competition caused as a result of such Force Majeure Event to the Radio Unlimited Pack Members on the numbers registered with Vodafone by SMS for three consecutive days, post that neither Vodafone nor Organiser is liable for giving any further SMS in this regard to the Radio Unlimited Pack Members.
33. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
34. 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.
35. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Radio Unlimited Pack, so far as the same impact the terms and conditions of subscription to Radio Unlimited Pack as are specifically provided on the Website, the terms and conditions of the Radio Unlimited 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 Radio Unlimited Pack.
36. Questions and their answers are designed/ sourced by Hungama, 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 Hungama nor Vodafone India nor any third party involved shall be liable towards any Radio Unlimited Pack Member in any manner.
37. *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 and alerts including without limitation daily updates of Your score and such other updates of the current competition, promotional updates on the Dream Diamond Competition and any such competition/s as may be*



*active for participation during the Competition Period. Also, the Participants may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming competition/s for 20 days from the date of commencement of such upcoming contest/competition.*

- 38.** Neither Vodafone India nor Hungama 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 or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process, any action that has been initiated or completed through the Radio Unlimited 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 Hungama shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Hungama or Vodafone India.
- 39.** 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 Radio Unlimited Pack Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
- 40.** 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 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 Radio Unlimited 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 the Radio Unlimited Pack and any other services offered on and/or through Radio Unlimited Pack. Your continued subscription to Radio Unlimited Pack and/ or participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.
- 41.** Any Radio Unlimited Pack Member providing any incorrect information, concealing or withholding any information from the Organizer 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 the Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Radio Unlimited Pack Member, shall entitle the Organizer to disqualify him/her without any further intimation.
- 42.** The Radio Unlimited Pack Members shall indemnify and keep indemnified Vodafone India and Hungama 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 Hungama 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 Radio Unlimited Pack Members under the Terms and Conditions, any failure by the Radio



Unlimited 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 Hungama shall have the right to defend themselves, pursuant to this Clause, at the cost of the Radio Unlimited 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 Radio Unlimited Pack Members or the Competition.

- 43.** The employees, agents, associates, distributors, dealers of the Organizer or Vodafone India shall not be eligible to win any of the prizes offered in the Competition.
- 44.** Vodafone India and Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the Radio Unlimited Pack Members.
- 45.** The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Radio Unlimited 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.
- 46.** Any attempt by a Radio Unlimited 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 Radio Unlimited Pack Member to the fullest extent permitted by law.
- 47.** Failure by the Organizer to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of the Organizer shall at all times be binding and final.
- 48.** Organizer and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Radio Unlimited Pack Members.
- 49.** This Competition is being made purely on a "best endeavor" basis and participation of eligible Radio Unlimited Pack Members is voluntary, and subject to acceptance of these Terms and Conditions.
- 50.** 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 Radio Unlimited Pack Member in respect of the Competition.
- 51.** You, the Radio Unlimited 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 Hungama, 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.
- 52.** Nothing in the Competition shall affect any intellectual property rights of the Organizer or Vodafone India or any of their affiliates in any product or service made available on the Website.



- 53.** 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 Hungama, unless otherwise expressly provided hereunder.
- 54.** *By participating in the Competition, the Radio Unlimited Pack Members consent to the following information relating to them to be exchanged between Vodafone India, Hungama 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.*
- 55.** The Radio Unlimited Pack Members hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Radio Unlimited Pack Members (including Radio Unlimited 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.
- 56.** The Winner's name will be announced as registered in the system of Vodafone India.
- 57.** 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.
- 58.** These Terms and Conditions are subject to Indian laws..Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone, whose decision shall be final and binding on the parties. The place of Arbitration shall be at Mumbai..