

## **TERMS AND CONDITIONS – SEASONAL BONANZA COMPETITION**

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### **Terms and Conditions**

- 1. “Seasonal Bonanza Competition”** (hereinafter referred to as the “**Competition**”) is conceptualized, organized and hosted by One97 Communications Ltd., a company incorporated under the Companies Act, 1956 and 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 (“**One97**” or “**Organizer**”) and is open for participation for active<sup>1</sup> pre-paid and post-paid category of Subscribers<sup>2</sup> (hereinafter referred to as “**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**”) during the period from **23<sup>rd</sup> October 2015, 00:00:01 hrs to 20<sup>th</sup> Jan 2016, 23:59:59 hrs**, both days inclusive (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit.
- 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)**”) as mentioned in table below.
- 3.** 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

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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 competitions under this Competition 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.

to or participate in the Competition. No further notice shall be given by the Organizer or Vodafone India, in this regard.

| S. No. | Circle                                     | Region |
|--------|--|--------|
| 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  |

#### 4. Eligibility

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

- He/she must be of or above 18 years of age;
- He/she must be a resident of India;

- He/she must belong to any one of the Circles mentioned herein;
  - He/she must be an active Subscriber;
  - He/she must not have been the subject of any criminal proceeding;
  - He/she must not be of an unsound mind; and
  - He/she must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.
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- This Competition is open to all Vodafone India active Subscribers. Any active Subscriber playing this Competition shall be referred to as a “**Participant**” throughout these Terms and Conditions.
  
  - For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a Participant.

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 One97 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 playing this Competition, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.

The Competition will be available in the below mentioned languages:

English, Hindi, Gujarati, Marathi, Punjabi, Bengali, Malayalam, Telugu, Kannada and Tamil on IVR (“**Interactive Voice Response**”) and on SMS (Short Message Service) and in English and Hinglish on USSD (Unstructured Supplementary Service Data).

A Participant, by participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the winners under this 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 the Organizer, its

affiliates and associates or for any reason whatsoever. Participants who are roaming outside their home Circle will be barred from playing the Competition.

- Further, the Participants who participate in the Competition and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number (“**Winner(s)**”). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile connection, the Organizer reserves the right to award the prize to the next eligible Winners or to forfeit the prize, at its sole discretion.

5. These Terms and Conditions are available on the Website <http://one97.com/contest/SJ>. 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 to keep Yourself updated and informed.

**6. Charging:**

(i) Participation in the Competition through calls:

- Each Participant shall be charged Rs 2/3/4/- per answer as per the Competition level he/she is on based on the table below;

(ii) Participation in the Competition through SMS:

Each Participant shall be charged Rs 2/3/4/- per SMS as per the Competition level he/she is on (based on the table below) sent to the number 50404 during the Competition Period, unless otherwise specified herein.

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

As the Participant 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.

(iii) 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.

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

## **7. Competition on Voice**

- Competition will be available on the toll-free numbers 5454502 and 50404 & 545450 on key press 2.
- All the Participants can play the Competition by calling the toll-free numbers 5454502 and 50404 & 545450 on key press 2.
- All questions under this Competition shall be based on information available to the public at large.
- The Competition consists of questions with 2 answer options each.
- All Participants may choose to play all questions at once, else he/she can continue playing the questions on any of the days during the Competition Period.
- Every time after reaching new level, an appropriate prompt will be played intimating the Participant of the relevant Level and the updated score in that Level which will be followed by questions of the subsequent Level.
- Participants can press 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option on the phone keypad to answer.
- For every right answer the Participant will get 10 point. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Participant will be played an appropriate prompt, with his/her updated score and given the next question and answer options.
- If Participant stops playing the Competition after answering the nth question then when he/she calls back on the toll-free number 5454502 or 50404 or 504050 on key press 2, he/she will be played the (n+1)th question.
- The Participant will be played the questions one after the other till he/she finishes answering all the questions of the Competition.
- The Competition can be played only once by a Participant.

## **8. Competition on SMS:**

- Participants can register this Competition on SMS, by sending CAR or 'A' or 'B' and can play this contest by sending PLAY or any other keyword except UNSUB CAR,HELP MENU, L1, L2, LANG, LEVEL and SCORE as an SMS to the toll free number 50404.
- A Participant shall be charged Rs 2/- for every SMS sent to the number 50404, except for Keywords - CAR, PLAY, HELP, UNSUB CAR, MENU, L1, L2, LANG, LEVEL and SCORE. The questions under this Competition shall be based on information available to the public at large.

- The Competition consists of questions with 2 answer options each. Participants can answer the questions by sending 'A' or 'B', as a response to the questions to the number 50404.
- All Participants may choose to play all questions at once, else he/she can continue playing the Competition on any of the days during the Competition Period.
- For every right answer the Participant will get 10 point. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Participant will be sent an appropriate SMS on his/her number registered with Vodafone India with his/her updated score and given the next question and answer options.
- If Participant stops playing after answering the nth question then when he/she sends an SMS, he/she will get the (n+1)th question.
- The Participant will be sent the questions one after the other till he/she finishes answering all the questions of the Competition.
- The Competition can be played only once by an MSISDN.

#### **9. Competition on USSD:**

- All Participants may play the Competition by dialing the Unstructured Supplementary Service Data ("USSD") string \*545\*02#.
- This will be followed by question and answer options on USSD channel.
- All the questions have 2 answer options each and participants can answer by sending 1 or 2, as a response to the questions.
- For every right answer, the Participant will get 10 point. There is no negative point for wrong answers.
- After every right or wrong answer, the Participant will be sent one USSD message with the right or wrong answer response, along with the score details and the next question and answer options.
- If a Participant stops playing after answering the nth question then when he/she dials USSD string \*545\*02# again, he/she will get the (n+1)th question on USSD.
- If the Participant stops playing after answering the nth question then he/she can continue playing by dialing USSD string \*545\*02# again, to receive the next question.
- The Participant is given the questions one after the other till he/she finishes answering all the questions.
- The Competition can be played only once by a Participant.

Total question limit for this contest is 3000.

**Happy Hours for SEASONAL BONANZA Competition\***

From start of the Competition till the last day of Competition, there will be happy hours from 6pm to 11pm.

Subscribers participating in Competition during happy hours will get 20 points for every right answer. Information regarding happy hours will be sent to all registered Subscribers/Subscribers each day by SMS in advance.

Registered subscriber will also be informed of Happy Hour on Competition IVR in case called during Happy Hour duration.

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

**Level: 3**

**Grand Prize:**

**First Prize (PAN India):** One Mahindra XUV500 W4

One Subscriber fulfilling the Winner selection criteria would be selected for First Grand Prize from PAN INDIA for the entire Competition Period, within 60 days after completion of the Competition.

**Second Prize (Circle Wise: 1 prize per Circle):** Hero HF Deluxe

One Subscriber from each Circle fulfilling the Winner selection criteria would be selected for Second Grand Prize from each Circle for the entire Competition Period, within 60 days after completion of the Competition. There will be total 19 Prize Winners (1 Winner per circle) for the Competition Period.

**Level 2 : Total 38 Prizes - Circle LEVEL**

**First Prize :** Nikon COOLPIX L31 16.1 MP (1 per Circle)

One Subscriber from each Circle on fulfilling the Winner selection criteria in Level 2 shall be selected as the first prize Winner of Level 2 for the term of the Competition, after completion of the Competition and selection of Grand Winners. There will be total 19 Prize Winners (1 Winner per circle) for the Competition Period.

**Second Prize:** iBall Slide Tablet 6351-Q40 (1 per Circle)

One Subscriber from each Circle each on fulfilling the Winner selection criteria in Level 2 shall be selected as the Second Prize Winner of Level 2 for the term of the Competition, after completion of the Competition and selection of Grand Winners and first prize Winner of Level 2. There will be total 19 Second Prize Winners (1 Winner per Circle) for the Term of the Competition.

**Level 1:****Recharges:** - Rs 100 worth of recharge per Circle:\*

Top 20 Winners per Circle will be selected who will win recharge of Rs. 100 based on fulfilling the Winner criteria for Level 1, from each participating Circle, after the completion of Competition and declaration of Grand and Level 2 Winners. There will be total 380 Winners for the Competition Period.

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

| Surprise Day Grid |          |                |  |          |
|-------------------|----------|----------------|--|----------|
| Level             | Type     | Prize Category | Prize Specification                    | Quantity |
| Week-1 SD         | National | LED TV         | Sony Bravia HD LED 28"                 | 1        |
| Week-2 SD         | National | Home Theatre   | Sony Blu-ray Disc™ Home Theatre System | 1        |
| Week-3 SD         | National | Window AC      | LG 1 Ton Window AC                     | 1        |
| Week-4 SD         | National | LED TV         | Sony Bravia HD LED 28"                 | 1        |
| Week-5 SD         | National | Home Theatre   | Sony Blu-ray Disc™ Home Theatre System | 1        |
| Week-6 SD         | National | Window AC      | LG 1 Ton Window AC                     | 1        |
| Week-7 SD         | National | LED TV         | Sony Bravia HD LED 28"                 | 1        |
| Week-8 SD         | National | Home Theatre   | Sony Blu-ray Disc™ Home Theatre System | 1        |
| Week-9 SD         | National | Window AC      | LG 1 Ton Window AC                     | 1        |
| Week-10 SD        | National | LED TV         | Sony Bravia HD LED 28"                 | 1        |
| Week-11 SD        | National | Home Theatre   | Sony Blu-ray Disc™ Home Theatre System | 1        |
| Week-12 SD        | National | Window AC      | LG 1 Ton Window AC                     | 1        |
| Week-13 SD        | National | Home Theatre   | Sony Blu-ray Disc™ Home Theatre System | 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.

- If a Participant 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 Participant has started playing the Competition on voice and has scored 2 points in 3



- questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the Winner selection for all the prizes.
- Without prejudice to the foregoing, the Participants shall not hold One97, the Independent Auditor (defined below) or Vodafone India liable for the Winner selection process under this Competition.
  - The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Competition will be witnessed by Independent External Auditor appointed by the Organizer ("**Independent Auditor**") who shall, after the selection of the Winners, certify such process.
  - Prize/rewards contained herein are applicable for the Participants scoring points by playing the Competition.
  - 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.
  - 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.
  - 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.
  - 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 prize and further process of claiming the prize. The Winner will have to claim prize and submit the documents (required documents mentioned below) within 30 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.

- The prize will be rolled over to next eligible Participant or forfeited, at the sole discretion of Organizer and Winner agrees to surrender the prize if:
  1. The Winner does not claim the prize & or fail to submit all necessary documents within 30 days; or
  2. The Winner does not submit TDS (if applicable) amount within 20 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.

Note: If there is any delay in the verification of Grand / Zonal / Circle winner due to certain reasons such as verification documents pending, TDS pending etc. then this will delay the declaration of final winner list.

- 11.** All prizes will be given after deducting various taxes, license fees and charges as applicable.
  
- 12.** The list of Winners of all prizes will be announced after the end of the Competition and after all the Winner selection processes are completed.
  
- 13.** All prizes offered in this Competition will be sponsored and distributed by the Organizer.
  
- 14.** All decisions of Organizer in respect of all transactions under this Competition, including without limitation the selection of Winners as certified by the Independent External Auditor and other related transactions shall be final and binding and no correspondence or communication shall be entertained in this regard.
  
- 15.** Any failure on the part of the Winner under this Competition to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and the same prize will be given to the next eligible Winner, which shall in the case of Grand Prize Winners be limited to 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.

- 16.** 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.
- 17.** Participants may send an email to [games@one97.net](mailto:games@one97.net) which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Participants in writing to One97 directly and Vodafone India shall not entertain any communication in this regard.
- 18.** 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 & 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 from the contest.
- 19.** Organizer, Vodafone India or their respective affiliates shall be entitled to use, in any manner, the details of the Participants including the Information i.e. name, photograph, Vodafone India mobile number, address etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Competition, all Participants hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants, unless otherwise mentioned herein.
- 20.** By participating in the Competition, Participants consent to the following information relating to them to be exchanged between Vodafone India, One97 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 Participants also consent to the information being shared by One97 with its affiliates and service providers and to the information being processed and stored in the servers of One97 or its service providers, inside or outside India.

- 21.** Prize(s) under this Competition shall not be transferable. No Cash alternative for the prizes will be given by the Organizer. Mere participation in the Competition shall not entitle a Participant to a prize. No other person or agent can claim the prize on behalf of the Winner, unless expressly specified herein.
- 22.** All prizes offered in this Competition are subject to availability. Organizer reserves the right to provide alternate models or brands of the same value, for any of the prizes
- 23.** This Competition might contain factual references to the names of certain companies, products and individuals. The Organizer and Vodafone India make no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
- 24.** A Participant 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 25 herein.
- 25.** 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):
  - i. Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc)
  - ii. Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc)
  - iii. One passport size photo
  - iv. Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner)
  - v. Post paid bill (for post paid user) (additional document)
  - vi. 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)
  - vii. Submission of acknowledgement letter (as per the format that shall be provided by Organizer) on receipt of the Prize(s)
  - viii. PAN card copy self attached

**26.** 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 respective Winners at the prevailing rate, unless expressly specified otherwise. 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 Participant, at the sole discretion of the Organizer.

\*\*\*A Participant earning prize in excess of INR 10,000/- in a year in aggregate from all competitions or offers conducted by One97 Communications Ltd. as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.

**27.** Neither Vodafone India nor One97 is responsible nor guarantees the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of goods or services so obtained or availed, by the Participants under this Competition. The Participants shall not have the right to claim any damages, loss or costs from One97 or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever.

**28.** The Participants shall not have the right to claim any damages, loss or costs from Organizer and Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever.

**29.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Participants in connection with the Competition.

**30.** One97 will inform the TDS amount in advance to Winner. Winner will have to submit the DD equivalent to TDS amount in favor of One97 Communications Limited. The Winner will receive a TDS certificate in respect of the amount of TDS as per arrangement in Income Tax Act 1961.

**31.** Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organizer and Vodafone India including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of this Competition, or the delivery, quality, quantity, merchantability of the prizes, delay in sending or receiving an SMS, delay in time recorded 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, 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

Participant expressly agrees that his/her participation in the Competition offered by the Organizer 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 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 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) or the prize shall be rolled over to the next eligible Participant, at the sole discretion of the Organizer.
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.
34. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
35. 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 One97 ("**Force Majeure Event**"). Neither One97 nor Vodafone India shall be liable for any delay or adverse effect caused to any Competition(s) there under as a result of a Force Majeure Event. One97 and/ or Vodafone India shall intimate the suspension of this Competition caused as a result of such Force Majeure Event to the Participants.
41. This Competition is subject to guidelines and directions issued by the Department of Telecommunications ("**DoT**"), Telecom Regulatory Authority of India ("**TRAI**") or any other statutory authority from time to time.
42. Questions and their answers, designed and sourced by One97, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, neither One97 nor Vodafone India nor any third party involved shall have any liability towards any Winner.

**43.** Vodafone India and the Organizer shall not 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, mobile connectivity, delay in sending or receiving an SMS, delay in time recorded for answering a question through voice mode during the tie-breaker process, any action that has been initiated, actioned or completed through the Participants 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, the Organizer and/or Vodafone India shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone India or the Organizer.

**44.** 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.

**45. A.** Winners (including spouse of winners and immediate/first blood relatives of winners) of previous contests/competitions organized by Organizer for Vodafone who have won a Bumper / First / Grand Prize shall not be eligible for the Bumper / First / Grand Prize under this Competition—and Winners agree to provide an undertaking to the effect that his/her spouse or immediate/first blood relatives of Winners are not the Winners of Bumper / First / Grand Prize of previous contests/competitions organized by Organizer for Vodafone India;

**B.** Winner, who is found to have made a false claim under sub clause (A) supra, does hereby agree to:

- (a)** Allow Organizer to recover the Prize (referred in sub-clause (A) supra); and
- (b)** Completely indemnify Organizer, including any cost thereof, if declaration made in sub clause (A) supra is found false or incorrect.

**46.** 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/level then he/she shall be entitled to only one highest prize/reward amongst different prize/rewards across category/level. This restriction shall not apply to Surprise Day prize and \_recharges.

**47.** Organizer, Vodafone India or any of their group entities or affiliates, or 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 Participants and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.

- 48.** Vodafone India and/or the Organizer 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 its sole discretion at any time as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or 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 Participants from the time of its posting on the Website. You are therefore advised to check the 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. Your continued subscription to Competition there under will constitute your acceptance of the latest revised Terms and Conditions.
- 49.** The employees of Vodafone India, One97 and their respective group companies, affiliates or associate companies shall not be eligible to win any of the prizes offered in this Competition.
- 50.** Vodafone India and Organizer may assign any or all of their respective rights under these Terms and Conditions to their affiliates or any third person without consent of the Participants.
- 51.** The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by Organizer or Vodafone India to enforce any of its rights at any stage does not constitute a waiver of those rights and shall not give rise to any claim by any person.
- 52.** Any attempt by a Participant to deliberately undermine the legitimate operation of the Competition is a violation of the applicable laws and should such an attempt be made, the Organizer and/or Vodafone India reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
- 53.** Organizer and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant.



- 54.** Organizer's and Vodafone India's officials including their respective directors, officers, partners, employees, representatives, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Competition.
- 55.** You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content or Website and all material or content related to the Competition shall remain, at all times, owned by Vodafone India , One97 and their respective owners. All material and content contained in this Website is made available for Your personal and non-commercial use only. Any other use of the material/ content on this Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 56.** The Subscribers shall indemnify and keep indemnified Vodafone India and One97 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 One97 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 Subscribers under the Terms and Conditions, any failure by the Subscriber participating in this 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 One97 shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscriber. 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, in connection with the Competition.
- 57.** Nothing in the Competition shall affect any intellectual property rights of Vodafone India or the Organizer or any of their affiliates in any product or service made available on the Website.
- 58.** Apart from the entitlement to the above prizes, the Winners or their legal heirs, successors and representative will have no other rights or claims against Vodafone India and /or the Organizer, unless expressly specified herein.
- 59.** The Participants hereby irrevocably authorize Vodafone India and its subsidiaries to use the data gathered during and/or after the Competition in respect of the Participant (including name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Vodafone India's brand.
- 60.** The Winners' names will be announced as registered in the system of Vodafone India.

- 61.** This Competition is being made purely on a “best endeavor” basis and participation of Participants is voluntary, and subject to acceptance of these Terms and Conditions.
- 62.** 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 announcement of the prize and as on the date of claiming the prize.
- 63.** 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.
- 64.** These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone and One97 mutually, whose decision shall be final and binding on the parties. The place of Arbitration shall be at New Delhi.
- 65.** In case of MNP i.e. Participant is moving from one Circle to another Circle during the Competition Period while keeping his mobile number same, then he/she shall be considered as eligible for that prize(s) as under:
1. Monthly prize – Circle where he/she was residing at the end date of Competition and gratify the Winner in the Circle where he/she was residing at the time of awarding the prize.
  2. Quarterly/Zonal prize - Circle where he/she was residing at the end date of Competition and gratify the Winner in the Circle where he/she was residing at the time of awarding the prize.
  3. Daily prize - Circle where he/she was residing at the start of the day.
  4. Grand prize – it will not be affected to due to the MNP