

## **TERMS AND CONDITIONS GOVERNING THE CONTEST “Gold Mine Competition”**

### **A. INTRODUCTION**

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.

THE CONTEST IS AN OPTIONAL SKILL BASED CONTEST CONCEPTUALIZED, ORGANIZED AND HOSTED BY ONE 97 COMMUNICATIONS LTD, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT , FIRST FLOOR DEVIKA TOWER, NEHRU PLACE, NEW DELHI-110019, INDIA and its corporate office at B-121, Sector-5, Noida-201301 (HEREINAFTER REFERRED TO AS “**ONE 97**” OR “**ORGANIZER**”) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE INDIA LIMITED, AND VODAFONE MOBILE SERVICES LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “**VODAFONE INDIA**”).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA Post-paid and Prepaid Subscribers PARTICIPATING IN THE CONTEST KNOWN AS “**Gold Mine Competition**” (“**Competition / Contest**”) DURING THE CONTEST PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**Gold Mine Competition**”. BY PARTICIPATING IN THE CONTEST, 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 CONTEST.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being an Eligible Subscriber has participated in the Contest.

### **B. DEFINITIONS**

- a. “**Subscriber**” shall mean the rightful user of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization letter of the employer duly permitting the employee to use the number for subscribing for this Contest and accept the terms applicable herein.
- b. “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone India on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone India.
- c. “**Circle(s)**” shall mean Vodafone India Telecom Service Areas.

- d. **“Competition Pack Member(s)”** or **“Participants”** means (i) Active Subscribers who meet the eligibility criteria specified in these Terms and Conditions, (ii) who belong to Circle(s) have successfully activated, and (iii) who are subscribed to the Competition Pack as described in the subscription process hereunder.
- e. For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any person who is a Competition Pack Member or Participant
- f. **“Eligible Subscriber”** shall mean an Active Subscriber of Vodafone India satisfying the following criteria at the time of participation and during continuation of Contest:
- i. He/she must be of at least 18 years of age;
  - ii. He/she must be a citizen of India;
  - iii. He/she must be an Active Subscriber of Vodafone India;
  - iv. He/she must be responsible to activate and subscribe to the Competition Pack and thereby become a Competition Pack Member. He/she must belong to any of the telecom service areas mentioned below;
  - v. For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Rs. 3/4/5 per day, based on the subscriber level in Contest, for each day of the Contest Period, to be eligible to participate in this Competition on that day;
  - vi. He/she must not be of an unsound mind; and
  - vii. He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
  - viii. He/she must not have been subject of any criminal proceeding;
  - ix. Subscriber who are roaming outside their home Circle will be barred from playing the Competition on IVR.
  - x. Further, the **Gold Mine** Competition Pack Members who participate in the Competition and are chosen as Winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number (“Winner(s)”). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the winning mobile number, the One 97 reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion. The confirmation is not required in- case of recharges.

- xi. By virtue of becoming a Competition Pack Member, the Participant agrees to the Terms and Conditions, set out herein. A Subscriber shall be considered ineligible if he/she does not confirm to the conditions as stipulated in these Terms and Conditions, or does not provide any of the required documents as stipulated herein.
  - xii. The employees of the One 97 and Vodafone and of their group companies, affiliate or associate companies and their relatives/ dependents (**First blood/Spouse of immediate member**) shall not be eligible to participate in this Competition. If found otherwise, then One 97 reserves the right to forfeit the prize. If an employee of One 97 or Vodafone India leaves the organization when the Competition is launched or leave during Contest Period/ before Winner list announcement / after Winner’s list is announced, the employee will not be eligible to participate in the Competition.
  - xiii. One 97 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 One 97 or Vodafone India 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 One 97 or Vodafone India shall at all times be binding and final.
- g. Further The Competition will be known by and be made available only in English language

**C. CONTEST PERIOD / COMPETITION PERIOD**

- a. This is a limited period contest for Eligible Subscribers of Vodafone India, available from 20<sup>th</sup> April 2018 **00:00:01** hrs. to 18<sup>th</sup> July 2018 **23:59:59** hrs., both days inclusive (“**Contest Period/Competition Period**”);
- b. Vodafone India reserves the right to extend or shorten the Contest Period, as it deems fit.

**D. CONTEST AREA**

- a. The Contest is valid in select Indian cities / telecom service areas as mentioned below –

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

Note: 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, notification or any order issued in any State /Territory by the respective Government, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by Vodafone India or One 97 in this regard.

#### **E. CONTEST DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

Refer exhibit A

#### **F. PRIZES AND WINNER SELECTION PROCESS**

- a. Please refer to **Exhibit B** for details of prizes.
- b. In case of increase in the value of any prize, the incremental difference shall be borne by the Winner. In an event where the Participant is unable to bear such incremental difference of the prize, then the prize shall be considered to be surrendered and as per the terms set out herein and the One 97 reserves the right to award the prize to the next eligible Winner.
- c. Prize/rewards contained herein are applicable only for the Participant's scoring points by playing the Competition.
- d. The **selection criteria** of the Winner of the Competition, shall take place after completion of the Competition and prize/rewards shall be distributed thereafter. Winner selection will be done based on the following criteria:

1. **Highest Score** – The Participant with highest score will be the Winner. In case of a tie on the score, the next criteria will apply.
  2. **Minimum attempts** – In case of tie on the points scored, the Participant who has taken minimum attempts to reach the score would be the Winner. In case there is a tie on minimum attempts, the next criteria will apply.
  3. **First to score** - In case of a tie on minimum attempts taken by the Participant to reach the score, first to reach such score will be the Winner.
- e. Subject to compliance with Clause F (d) above, in case there is still a tie between two or more Participants, then a tie breaker round will be conducted - The Participants 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.
  - f. All the Winners shall be chosen in accordance with the winner selection process duly certified by an **Independent External Auditor** appointed by the One 97 and decision of Independent External Auditor shall be final and binding on the Subscribers.
  - g. Without prejudice to the foregoing, the Subscriber shall not hold One 97, the Independent External Auditor or Vodafone India liable for the Winner selection process under this Competition.
  - h. Post selection of Winners the results will be uploaded on <http://one97.com/contest/vodafone>. One97 shall also make five (5) consecutive attempts to contact Winners over call to inform about the prizes and further process of claiming the prizes. The Winner will have to submit the documents (required documents mentioned below) within thirty (30) days post One97 contacts the winner through Call or SMS or email. It is the responsibility of the Subscriber to check the result link provided on daily basis post completion of Competition 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.
  - i. The prize will be rolled over to next eligible Subscriber or forfeited, at the sole discretion of One 97 and Winner agrees to surrender the prize if:
    1. The Winner does not claim the prize or fails to submit all necessary documents within thirty (30) days post One97 contacts the winner through Call or SMS or Email.
    2. The Winner does not submit TDS (if applicable) amount within twenty (20) days of receipt of information from One 97.
  - j. In all cases or any issues related to Winner's liability on TDS amount, One 97's decision will be final.

- k. Post completing the documentation process, the 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 due to reasons beyond the control of One 97, the Winners shall collect them from the nearest place, specified by One 97, at their own cost. One 97 will not be liable to reimburse the cost so incurred by Winner - whether travel, accommodation or any other cost.
- l. **Note:** If there is any delay in the verification of Level 3 Bumper, Level 2 – 1st & 2<sup>nd</sup> Prize and Surprise Day prizes due to certain reasons such as verification documents pending, TDS pending, etc. then this will delay the declaration of final Winner list. One 97 will not be responsible for this delay. For avoidance of any doubts, the final Winner list shall be published only after successful verification of documents submitted by the Winners.
- m. Winners (including spouse of Winners and immediate/first blood relatives of Winners) of previous competitions and/or engagement activities/offers organized by One 97 for Vodafone India who have won a Bumper / First Prize shall not be eligible for the Level 3 - Bumper Prize in this Competition. Here, engagement activities/offers mean the activities organized by One 97 since 1<sup>st</sup> January, 2016 with Vodafone India. This restriction shall also apply to other Participants who share the **same address** with Winners of previous competitions and/or engagement activities organized by One97 for Vodafone India who have won a Bumper / First Prize.
- n. Level 3 Bumper Winners also 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 Prize of previous competitions and/ or engagement activities/offer organized by One 97 for Vodafone India.
- o. Winner, who is found to have made a false claim under sub clause (m) supra, does hereby agree to:
  - (a) Allow One 97 to recover the Prize (referred to in sub-clause (m) supra); and
  - (b) Completely indemnify One 97, including any cost thereof, if declaration made in sub clause (m) supra is found false or incorrect.
- p. 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 Contest Period. If a Participant is declared as Winner in more than one Prize category then he/she shall be entitled to only one prize/ reward of highest value amongst different prize/ rewards in the entire Contest Period. This restriction shall not apply to Level First Prizes.
- q. All prizes will be given after deducting various taxes, license fees and charges as applicable except as otherwise stated in writing.

- r. All decisions of the One 97 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 complaints, claims, correspondence or communication shall be entertained in this regard. Vodafone India has no role in the selection of Winners or prizes in this Competition.
- s. 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. The list of the Winners of the prizes will be published on <http://one97.com/contest/vodafone> (“**Website**”) after the end of the Competition and after all the Winner selection process are completed.
- t. All prizes offered in this Competition will be sponsored and distributed by One 97 or a designated third party.
- u. All prizes offered in this Competition are subject to availability. One 97 reserves the right to provide alternate models or brands or colour of the same value or any lesser value nearest to the original value, for any of the prize/s under different categories mentioned in the Terms and Conditions. Also, no request for any upgradation in the prize offered shall be entertained by the One 97 or Vodafone India. Model or brand or colour for alternate prize will be decided by One 97 at its sole discretion, any choice of Winner in respect to model or brand or colour will not be considered in any case.
- v. Any failure on the part of the Winner under this Competition to comply with directions issued by the One 97 shall entitle the One 97, 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 which shall in the case of Bumper Prize Winners, is limited up to three (3) Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“**PAN**”) of the Winner(s), submission of necessary documents and compliance of any such condition as expressly mentioned herein. 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 One 97 for such transfer under any circumstances.
- w. To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be Active Subscriber of Vodafone India during Contest Period and at the time of the Winner announcement.
- x. Mere participation in the Competition shall not entitle a Participant to the prize. No other person or agent can claim the prize on behalf of the Participant. Except in cases where One 97 approves the representative to claim/collect the prize and the representative furnishes the documents as may be required by the One 97. Further, only registered Vodafone India Competition Pack Members of the winning mobile

phone number can be Winners and not merely the players using such mobile numbers.

- y. Without prejudice to the foregoing, under no circumstance shall the Winners of the Competition be entitled to redeem any category of prize for cash. One 97, at its sole discretion, shall not provide a cash alternative to any of the prize being offered in this Competition.
- z. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the One 97. 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 or by One 97*):
  - 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 One 97 Communications Ltd. (30% of prize amount if exceeding Rs 10,000 as per applicable Income tax rules). In case, Winner does not pay TDS amount as per the prevailing rate under Income Tax Act, 1961 then One 97 shall have the discretionary right to award the Winner with Gold\* Prize worth 70 % of Prize amount subject to the documents/declaration form as may be required by One 97  
  
Gold Prize\*- Gold Prize will be awarded by any mode which will be decided by both parties (One 97and **Vodafone India**) and at the time of giving Prize to Subscriber.
  - vii. Submission of acknowledgement letter (as per the format that shall be provided by One 97) on receipt of the Prize(s)
  - viii. PAN card copy self attached

For Level 3 Bumper Prize Winner- Affidavit on a non-judicial stamp paper of appropriate value that he / she (including spouse of Winners and immediate/first blood relatives of Winners) has not won any Bumper / First prize in previous competitions organized by One 97 for Vodafone India. Further declaration required from Level 3 Bumper Prize Winner that winner shall not share the **same address** with Winners of previous competitions and/or engagement activities organized by One97 for Vodafone India who have won a Bumper / First Prize.

- ix. In the event the number is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit:
    - a. No Objection Certificate and
    - b. Authorization letter of the employer.
  - x. Letter of compliance with rules and regulations and declarations in the format as may be required by the One 97 or applicable laws.
  - xi. Every Winner has to provide his/her photograph and detail interview while receiving prize.
  - aa. In the event, it is found or comes to the knowledge of One 97 that Participant and/or Winner submitted inaccurate/misleading details/or information as requested by One 97 as per stated herein or in future course of action, One 97 reserve the right to forfeit the prize handed over to the Winner(s) and/or to be handed over to Winner(s) and take the required legal action against them.
  - bb. Neither Vodafone India nor One 97 is responsible for guarantees or warranties of the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of such goods or services so awarded to the Winners under this Competition. Participant further understands that the goods provided as prize may carry manufacturer's guarantee and in case of any deficiency in the goods, Winners will contact the manufacturer only. Any and all claims regarding the quality or service of the prize shall be made by the Participant to One 97.
  - cc. Any prize of value in excess of INR 10,000 in a year\* will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the Winner at the prevailing rate, 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 Winner, at the sole discretion of the One 97.
- \* A Winner earning prize in excess of INR 10,000/- in a year in aggregate from all competitions/contests/offers conducted by One 97 irrespective of any specific operator will be subject to TDS under the Income Tax Act, 1961.
- dd. Vodafone India and One 97 is not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Participant personally, including without any limitation the costs of collecting prizes or applicable taxes to be borne by the Participant entitled to the prize.
  - ee. The Participant shall not have the right to claim any damages, loss or costs from the One 97 and/or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. One 97 and / or Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Competition.

- ff. One 97 will inform the TDS amount in advance to Winner. Winner will have to submit the DD equivalent to TDS amount in favor of One 97. The Winner will receive a TDS certificate in respect of the amount of TDS as per arrangement in Income Tax Act 1961.
- gg. The prizes shall be handed over by the One 97 on receipt of all the documents, from the Winners, required to process the distribution of the prize, and satisfactory verification thereof by the One 97.
- hh. Questions and their answers are designed/ sourced by One 97, as per their best knowledge and information available in public at large and have been collected and framed with reasonable prudence. The answers are based on largely known facts and any exceptions are not considered. In the event of any discrepancy / dispute regarding the questions or answers, neither One 97 nor Vodafone India nor any third party involved shall be liable towards any Subscriber in any manner.
- ii. All incidental costs, expenses, taxes or levies related to the Prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), Insurance, registration fees and any other taxes applicable by the Central, State or Municipal government. To avail and/or use the prize, Winner shall be solely liable for all applicable regulatory and statutory compliances including but not limited to any costs involved. The Participant /s who have won the Prize(s) (including those Participants (if any) from towns/ villages) have to make their own arrangements for travel, accommodation to claim the Prizes. Vodafone India or One97 is not responsible for the same or any cost of travel and accommodation incurred by any of them.
- jj. Any Participant providing any incorrect information, concealing or withholding any information from the One 97 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 Participant, shall entitle the One 97 to disqualify him/her without any further intimation. One 97 agrees that Vodafone India does not have any liability or responsibility with respect to any information furnished by a Subscriber to One 97.
- kk. Apart from the entitlement to the prizes mentioned herein, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone India and/or One 97, unless otherwise expressly provided hereunder.
- ll. The Winner's name will be announced by One 97 along with Independent External Auditor, as registered in the system of Vodafone India.

- mm. The Winners shall not be entitled to their respective 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 during Contest Period and on the date of claiming the prize/s.
- nn. In event of the death of the Winner, the prize if any may be awarded by One 97 to the legal heirs/successors of the deceased Winner at sole discretion of the One 97. One 97 shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors as it deems fit. and in case of no documentary proof or evidence of Successors legal right the prize shall be transferred to next eligible winner.
- oo. One 97 reserve the right to forfeit the prizes under the following circumstances:
- a) If documents as mentioned herein are not submitted within thirty (30) days
  - b) If TDS (if applicable) not submitted within twenty (20) days.
  - c) If documents provided are found to be inaccurate/misleading.
  - d) If Winner is unwilling to claim/accept the prize.
  - e) If the Winner is not reachable over phone after trying five (5) times.
  - f) If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number. Any failure on the part of the Winner to comply with directions issued by the One 97 for claim of prize shall entitle the One 97 to forfeit the prize(s) or roll the prize over to the next eligible Winner, at their sole discretion.
- pp. In case of MNP i.e. Participant is moving from one circle to another circle during the Contest Period while keeping his mobile number same, then he/she shall be considered as eligible for that prize(s) as under:
- a) Level 2 -1<sup>st</sup> prize & Surprise Day prize – it will not be affected due to the MNP.
  - b) Level 3 Bumper prize, Level 2 -2<sup>nd</sup> 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.
  - c) Level 1- 1<sup>st</sup> prize & 2<sup>nd</sup> prize - Circle where he/she was residing at the start of the day.
- qq. Prizes will be delivered against production of valid documents evidencing identity of Winners;
- rr. Winner will be decided basis above mentioned method by One 97. By participating in the Contest the Participant agrees to be bound by the winner selection process adopted by Vodafone India and One 97 & shall not raise any dispute in this regard in any manner whatsoever.

## **G. MODIFICATION OF TERMS AND CONDITIONS**

- a. One 97 and/or Vodafone India reserves the right to modify these Terms & Conditions of the Contest or any part thereof at any time during the Contest Period and without prior notice to You, including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion as may be required including in view of business exigencies, and/or changes by TRAI, Department of Telecom (DOT), changes by regulatory authorities, statutory changes and for other reasons beyond its control.
- b. If Vodafone India modify these Terms, 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 [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this Website <http://one97.com/contest/vodafone> 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 participating in the Contest. Your continued participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.

## **H. WITHDRAWAL OF CONTEST**

- a. Vodafone India reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Contest at any time 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 without any notice to You and the same shall be binding on the Participants.

## **I. DISCLAIMERS**

- a. You agree that this Contest is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Contest is voluntary and You expressly agree to participate at your sole risk. Vodafone India and One 97 shall not be responsible for any loss, injury or any other liability to any Participant arising due to participation in the Contest.
- b. To the extent you choose to participate in this Contest, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone India, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Contest or arising otherwise.
- c. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by One 97 and Vodafone India including, but not limited to, meeting of the Participant’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 problems or system error, 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 Participant expressly agrees that his/her participation in the Competition offered by the One 97 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 One 97 or Vodafone India.

- d. Vodafone India reserves the right to change, suspend, remove, or disable access to the Contest at any time without notice. In no event will Vodafone India be liable for the removal of or disabling of access to the Contest. Vodafone India may also impose limits on the use of or access to the Contest, in any case and without notice or liability. Under this Contest, Vodafone India's responsibility shall only be limited in providing Telecom Service on Vodafone India's network for Eligible Subscribers participating in this Contest.
- e. Neither Vodafone India nor One 97 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, actioned or completed through the Subscriber 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 One 97 shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of One 97 or Vodafone India. In case if there is a technical failure in the system and participants are able to play the questions more than what they are eligible to play for each day and crosses the per day limit then One97 has the sole discretion to disqualify the winner and forfeit/recover the prize money, forfeit the contest or declare the runner up as winner.
- f. The Participant shall indemnify and keep indemnified Vodafone India and One 97 and their officers, directors, employees, and , affiliates 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 One 97 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 Participant under the Terms and Conditions, any failure by the Participant participating in the Competition to comply with applicable law, any infringement of intellectual property rights of One 97 and/or Vodafone India and any third party claim in respect of misuse of any information of a third party. Vodafone India and One 97 shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participant.
- g. One 97, Vodafone India nor any of their group entities or affiliates, their respective directors, officers, employees, and vendors, shall not be liable for any action, claim, demands, losses, cost, charges, expenses or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of

life) or incurred or claim to suffer, by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prizes offered or on account of their participation in this Competition.

- h. Any attempt by a Participant to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, the One 97 and/or Vodafone India reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
- i. One 97 and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
- j. One 97, 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 Participant in respect of the Competition.

#### **J. INTELLECTUAL PROPERTY RIGHTS**

- a. You, the Participant, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Competition shall remain, at all times, owned by One 97, 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, WAP Link or any information disseminated by SMS or any other means of communication is strictly prohibited.
- b. Nothing in the Competition shall affect any intellectual property rights of the One 97 or Vodafone India or any of their affiliates in any product or service made available on the Website.
- c. By participating in the Contest, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and One 97 and to any third party content licensor to Vodafone India that is made available through the Contest.

#### **K. GENERAL TERMS AND CONDITIONS**

- a. By participating in this Contest, You confirm that you have read understood and agreed to conform to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that you have submitted while participating in the Contest;
- b. This awards under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
- c. The provisions of this service, the Competition and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.

- d. 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.
- e. Points obtained in this Competition will be valid for this contest only & will not be carried forwarded to new or any other competition.
- f. The Participant may contact One 97 for any queries/complaints by sending an email to [games@one97.net](mailto:games@one97.net) which will be answered between 9:30 am to 6:30 pm on working days, between Monday to Friday. All disputes must be addressed by the Participant in writing to One 97 directly and Vodafone India shall not entertain any communication in this regard. Further, any information that the Participant may request in connection with the Competition, may be provided by the One 97' to the Participant, at the sole and absolute discretion of the One 97', depending on the nature of the information requested, and any such information may be provided only during a period of 60 days from the end of the Competition. No such request shall be entertained thereafter. The One 97' further clarify that any information requested by any Subscriber shall only concern that Subscriber and under no circumstances will the One 97 provide confidential information or information pertaining to other Subscriber (s).
- g. Upon participating in the Competition, the Subscriber confirm and waive the applicability of rules and regulations of the National Do Not Call Registry to the extent of receiving messages/calls in relation to this Competition 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 competition. The participant will be informed about the next competition to be launched after the end of the Competition. They can at any given point of time deactivate from the Competition. They can at any given point of time unsubscribe from receiving promotional messages and updates only after they have withdrawn themselves from the contest has expired. Participant may send UNSUB CAR as an SMS to 50404 to stop receiving such updates. The process could take up to 48 hours to get activated and the Participant undertakes not to dispute/challenge any promotional update send by the One97 during this period of Competition.
- h. The Participant hereby irrevocably authorize Vodafone India and One97, that the data gathered during and/or after the Competition in respect of the Participants (including Participant name and photograph etc.) shall be used by Vodafone India and One97 and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India's brand.
- i. Also, by participating in this Competition, You:
  - 1. Agree to the Terms and Conditions mentioned below and give Your consent for the same;

2. 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 One 97 and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk;
  3. Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
  4. Warrant the accuracy, truthfulness and currency of all information that You have submitted; and
  5. 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 Competition Pack.
  6. Confirm and undertake that You will make an informed choice regarding the option to play through voice or Short Message Service (“SMS”) or on Unstructured Supplementary Service Data (“USSD”) or on IVR and after understanding the implications of the same.
- j. **Force Majeure** – 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 (“Force Majeure Event”). Vodafone India and One 97 shall not be liable for any delay or adverse effect caused to Participants as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Participants.
- k. Vodafone India and One 97 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 Participants.
- l. By participating in the Competition, all Participants consent to the following information relating to them to be exchanged between Vodafone India and One 97 and their concerned vendors for the purpose of Winner announcement: name, mobile phone number (last 4 digits of mobile number), score and/or photograph. One 97 and Vodafone India shall be entitled to use, the details of the Participant such as name, photograph, the prizes awarded to them etc. for their marketing purposes, if any. The Participant also hereby agree to the same. One 97 may, at its discretion, choose not to disclose the identity of the Participant to other Participant unless expressly mentioned herein. The Participant also consent to the information being processed and stored in the servers of One 97 or its service providers, . Participants’ personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

- m. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form i.e. Enrolment Form filled at time of SIM Activation of Competition Pack member. This Contest is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- n. You agree that Vodafone India has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may share independently with third parties.
- o. By participating in the Contest, You confirm that you are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between you and Vodafone India and you are acting voluntarily, using your own time and resources to participate in this Contest, solely at your own risk.
- p. This Competition may contain factual references to the names of certain companies, products and individuals. One 97 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.
- q. 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 One 97 mutually, whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996 and amendment thereof. The place of Arbitration shall be at New Delhi. The language of Arbitration Proceeding shall be English.

## **Exhibit A**

### **1. Charging:**

- **Participation in the Competition through calls:**
  - Each Competition Pack Member shall be charged Rs.3 or Rs.4 or Rs.5 per answer as per the Competition level he/she is on based on the table below;
- **Participation in the Competition through SMS and USSD:**
  - Each Competition Pack Member shall be charged Rs.3 or Rs.4 or Rs.5 per SMS or USSD flash as per the Competition level he/she is on (based on the table below) sent to the number 50404 during the Contest Period, unless otherwise specified herein.

<b>Competition Levels</b>	<b>Score Levels</b>	<b>Charging</b>
Level 3	301 and above	5
Level 2	101-300	4
Level 1	0-100	3

- As the Competition Pack Member 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 Competition Pack Member.
- A Competition Pack Member 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 Competition Pack Members under any circumstances.

### **2. Competition on Voice**

- Competition will be available on the toll-free numbers 5454502 and 50404 & 545450 on key press 2.
- All the Competition Pack Members 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 Competition Pack Members may choose to play all questions at once, else he/she can continue playing the questions on any of the days during the Contest Period.

- Every time after reaching new level, an appropriate prompt will be played intimating the Competition Pack Member of the relevant Level and the updated score in that Level which will be followed by questions of the subsequent Level.
- Competition Pack Members 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 Competition Pack Member will get 10 points. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Competition Pack Member will be played an appropriate prompt, with his/her updated score and given the next question and answer options.
- If Competition Pack Member stops playing the Competition after answering the nth question then when he/she calls back on the toll-free number 5454502 or 50404 or 545450 on key press 2, he/she will be given the (n+1)th question.
- If Subscriber stops participating in the Competition without answering the nth question, then, when he/she calls the afore-mentioned number, he/she will be given the nth question, which may be different from what he/she received previously, i.e., if a Subscriber listens to the 4th questions but drops the call without answering the 4th question, then when he/she calls again, he/she will be given the 4th question, which may be different from what he/she received previously.
- The Competition Pack Member will be given 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 Competition Pack Member.

### **3. Competition on SMS:**

- Competition Pack Members can register this Competition on SMS, by sending CAR or 'A' or 'B' and can play this Competition 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 Competition Pack Member shall be charged Rs 3/4/5 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. Competition Pack Members can answer the questions by sending 'A' or 'B', as a response to the questions to the number 50404.

- All Competition Pack Members may choose to play all questions at once, else he/she can continue playing the Competition on any of the days during the Contest Period.
- For every right answer, the Competition Pack Member will get 10 points. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Competition Pack Member 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 option.
- If Competition Pack Member stops playing after answering the nth question, then when he/she sends an SMS using PLAY, he/she will get the (n+1)th question.
- The Competition Pack Member will be sent the questions one after the other till he/she finishes answering all the questions of the Competition.
- A question will be valid only for 48 hrs from the time question is pushed from system. Post this question will be expired. If a user replies to expired question then no score will be awarded to him / her.
- The Competition can be played only once by an MSISDN.

If a Competition Pack Member plays the Competition over all channels (voice, USSD & SMS), his/her score will only be cumulative and not exclusive for each of the channels. i.e. if the Competition Pack Member has started playing the Competition on voice and has scored 20 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 30. And this will be the score that will be considered for the Winner selection for all the prizes.

Total question limit for this competition is 5000.

#### **4. Competition on USSD:**

- All Competition Pack Members may play the Competition by dialling 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 Competition Pack Members can answer by sending 1 or 2, as a response to the questions.
- For every right answer, the Competition Pack Member will get 10 points. There is no negative point for wrong answers.

- After every right or wrong answer, the Competition Pack Member 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 Competition Pack Member stops playing after answering the nth question then when he/she dials USSD string \*545\*02# again, he/she will get the (n+1)<sup>th</sup> question on USSD.
- The Competition Pack Member 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 Competition Pack Member.

#### **5. Happy Hours for Gold Mine Competition\***

- From start of the Competition till the last day of Competition, there will be happy hours from 6pm to 11pm.
  - Subscribers participating in the Competition during happy hours will get 20 points for every right answer.
  - Information regarding happy hours will be sent to all registered Participants/Subscribers each day by SMS in advance.
  - Registered subscriber will also be informed about Happy Hour on IVR in case subscriber dial IVR during Happy Hour period.
6. There will be a black-out time for the Competition every day between 11:55 PM and 12:55 AM. Black-out time will be the period during which the Competition will remain closed for the Competition Pack Members.

## Exhibit B

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

Play Per Question - Gold Rush Competition						
S. No		Category	Prize	Category	Qty	Description
1	Level 3	Bumper	Maruti Suzuki Baleno 1.2 Sigma	Zonal	4	One Level3 Bumper Prize Winner shall be selected, from each Zone, on fulfilling the Winner selection criteria after completion of the Competition. There will be four (4) Bumper Prize Winners in this Competition.
2	Level 2	1st Prize	Gold worth INR 50000	Circle	19	One Level2 1st Prize Winner shall be selected, from each Circle, on fulfilling the Winner selection criteria, after completion of the Competition and after selection of the Level 3 Bumper Prize Winner. There will be a total of nineteen (19) Level2 1st Prize Winners (1 from each Circle) in this Competition.
3		2nd Prize - Daily	Gold worth INR 20000	National	90	One Level2 2nd Prize Winner shall be selected, from PAN INDIA, on fulfilling the Winner selection criteria, after completion of the Competition and after selection of the Bumper Prize, 1st Prize and Surprise Prize Winners. There will be a total of ninety (90) Level2 2nd Prize Winners (Daily one prize on national level) in this Competition.
4		3rd Prize - Daily	Gold worth INR 10000	National	90	Daily one Level2 3rd Prize Winner shall be selected, from PAN INDIA, on fulfilling the Winner selection criteria after completion of the Competition and after selection of Level3 Bumper, Surprise, Level2 1st & Level2 2nd prize Winners. There will be a total of ninety (90) Level2 3rd Prize Winners (Daily one prize on national level) in this Competition.

5	Level 1	1nd Prize - Daily	Recharge worth INR 100	Circle	1710	Daily 1 Winners shall be selected, from each Circle, for Level1 1st Prize, who will win recharge of Rs. 100, on fulfilling the Winner selection criteria after completion of the Competition. There will be a total of 1710 Level1 1st Prize Daily Winners (1 from each circle per day) in this Competition. A Participant from a circle can win only one recharge prize from the Level1 1st and Assured prizes in this Competition.
6		Assured Prize	Discount Coupon/Cashback - Paytm Mall		10000	First 10000 Users who have played minimum of 50 questions and scored minimum of 300 points will get Assured Prize of Rs. 250 Paytm Mall Discount Coupon.
7	Surprise	Surprise Day	One Prize as per the below mentioned Surprise Day grid			One Surprise Prize Winner shall be selected, from PAN India, on fulfilling the Winner selection criteria after completion of the Competition and selection of Level3 Bumper and Level2 1st Prize winners. There will be thirteen (13) Surprise Prize Winners in this Competition.

**Surprise Day Prize (Total 13 Prizes (1 Prize for each surprise day - PAN INDIA LEVEL):**

Level	Type	Prize Category	Prize Specification	Rate	Quantity
Week-1 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-2 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-3 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-4 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-5 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-6 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-7 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-8 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-9 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-10 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-11 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-12 SD	National	Surprise Day - Weekly	Gold	30,000	1
Week-13 SD	National	Surprise Day - Weekly	Gold	30,000	1

- One day in a week will be chosen as Surprise day, by One 97, for giving a prize to the Competition Pack Member selected at pan India level (“**Surprise Day**”).
- Information regarding Surprise Day will be available to Competition Pack Members a day prior as well as on surprise day via IVR, SMS.
- A Competition Pack Member can be eligible for surprise day prize/reward only once during the entire Contest Period (“**Surprise Day Winner**”).

- There will be only one Surprise Day Winner on each Surprise Day, who shall be the Competition Pack Member with the Highest Score, Minimum attempts and First to score to achieve on that surprise day.

\*\* In case of increase in the value of any prize, the incremental difference shall be borne by the Winner.