



TERMS AND CONDITIONS – SUPER FESTIVAL

PLEASE READ THESE TERMS AND CONDITIONS (“T&C”) CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS “SUPER FESTIVAL” CONTEST (the “Competition”). BY PROCEEDING WITH REGISTRATION FOR, AND/OR BY PARTICIPATING IN, THE COMPETITION, YOU AGREE THAT YOU HAVE READ THESE T&C IN FULL AND UNDERSTAND SAME AND AGREE TO BE LEGALLY BOUND BY THESE T&C. IF YOU DO NOT AGREE TO THESE T&C, PLEASE DO NOT REGISTER FOR, OR PARTICIPATE IN, THE COMPETITION.

1. The Super Festival Competition (hereinafter referred to as “**Event / Competition**”) is organized by Velti India Private Limited, a company having its office at Unit No. 1&2, First Floor, Pinnacle building, Ascendas International Tech Park, CSIR Road, Taramani, Chennai – 600113 India (hereafter referred to as “**Technical Service Provider**” or “**Organizer**”), for enabling subscribers 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 (collectively referred to as “**Vodafone India**”)
2. The Event is open for all Subscribers¹ i.e. either a prepaid or postpaid of Vodafone India residing in India who is of above 18 years of age and has complied with the participation process mentioned hereunder. Participating in this Event by the Subscribers is optional.
3. A Subscriber, by participating in the Event, hereby agrees to the Terms and Conditions (“**T&C**”) mentioned herein and gives his/her consent to the process of selecting the winners as set out herein. Further Subscriber agrees to any appropriate changes that may be made to this Event by the Organizer 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.
4. Subscribers who are roaming outside their home circle will be barred from participating in the Event.
5. **Procedure and Eligibility to participate:**

The Event is valid for all active Subscribers who could either be a prepaid or post-paid user and who fulfil the following eligibility criteria:

- Subscriber must be of or above 18 years of age.
- Subscriber must be a citizen of India.
- He/she must not have any been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind.
- 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.
- Subscribers must not be employees, distributors, franchisees, agents and suppliers of Vodafone India or Velti or the relatives (i.e., a person connected in any way to another person by blood, marriage or other legal construct such as adoption) of such employees, distributors, franchisees, agents, vendors and suppliers.

All Subscribers participating in the Event would also be referred to herein as Participant. Further, the winner of Event will have to be a registered Vodafone India Subscriber of the winning mobile phone number. If the winner is not able to provide

¹ Subscriber shall mean the rightful user of the connection, in whose name the mobile phone number (MSISDN) is registered with Vodafone India either as a pre-paid or post-paid category. In the event the user 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 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.



sufficient evidence to show that he/she is the owner 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. Participation in the Event will be construed as an acknowledgement and acceptance of the Terms and Conditions set forth herein and further agreed to be bound by the Terms and Conditions stated herein during the Event Period.

6. Acceptance of T&C:

By registering (i.e., subscribing) for and/or participating in the Event, the Participant hereby:

- i. Warrants that the Participant has read, understands and agrees to abide by these T&C.
- ii. Gives Participant's unconditional consent to the process of selecting the winner(s) as set out herein and any changes that may be made to the Event due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity or other cause beyond the reasonable control of Vodafone India.
- iii. Warrants the accuracy, truthfulness, completeness and currency of all information submitted by Participant.
- iv. Confirms and waives the applicability of the rules and regulations of the National Do Not Call Registry.
- v. Agrees to receive SMS and/or IVR communications (including advertising or promotional messages and/or calls) from Vodafone India, Velti and/or from other parties that co-operate with them ("Cooperative Parties") relating to the Event during the Event Period or after the end of it.
- vi. By participating in the Event, the Participants agree that their answers/responses to the Event, will be analysed/processed for the purposes of the Event via affiliated companies of the Organizer.
- vii. Subscriber may directly contact Velti India at 022-40556170 or 40556171 regarding any queries / complaints pertaining to the Competition between 8.00 AM to 8.00 PM. Alternatively, Subscribers may send an email to contests@velti.com, which will be answered on working days, between Monday to Friday, from 9:30 a.m. to 6:30 p.m. Any dispute must be addressed by the Subscriber in writing to Velti directly and Vodafone India shall not entertain any communication in this regard.

7. Competition

- i. The Event shall run for a period of 90 days, commencing on 11th November 2013 at 00:00:01 IST and continuing through 8th February 2014 at 23:59:59 IST ("Event Period"). Vodafone India and Velti reserve the right to extend or shorten the Event Period, as they deem fit.
- ii. The Event is a skill-based contest with multiple choice questions (each a "Question") based on general knowledge valid for all eligible Participants as set forth in these T&C. Each Question will have two (2) possible answers (one answer is correct and the other wrong). The Participant may reply either "1" or "2" depending on the Participant's choice and skill by, as the case may be, sending an SMS message to the Short Code 559551 and/or by answering a Question prompt via interactive voice



response (“IVR”) to or from the IVR number 559551. The Participant will receive points for every correct answer as set forth in these T&C. The Participant will not receive points for wrong or invalid answers.

- iii. Points apply solely from the Vodafone India mobile number used for answering the respective Questions. Participants will not be allowed to aggregate points accumulated over multiple mobile connections.
- iv. A Participant’s score for purposes of determining eligibility to win prizes as set forth in these T&C shall be the total aggregate points accumulated from the start of the Event Period through the end of the applicable day on which the respective prize winner shall be determined (the “Current Total Score”).
- v. The Event will be available solely in English and Hindi via SMS and in the following languages via IVR (which may vary by telecom circle group): English, Hindi, Gujarati, Bengali, Assamese, Oriya, Telugu, Malayalam, Tamil, Kannada and Marathi. These T&C are available and shall be construed solely in English.
- vi. A Participant, by participating in the Event, hereby agrees to these T&C and gives Participant’s irrevocable consent to the procedure for winner selection as set out herein, and any changes that may be made to this Event and these T&C by the Vodafone India and Velti for any reason whatsoever.
- vii. Participation in the Event will be construed as Participant’s acknowledgement and acceptance of these T&C and further agreement to be bound by these T&C.
- viii. Participating in this Event by Participants is optional.
- ix. The Event is treated as void at places where it is prohibited by law.
- x. The Event cannot be combined with any other offer or promotion.

Unless otherwise set forth in these T&C, the Event is valid in the following telecom circle groups of Vodafone India:

AP
Assam & NE
Bihar
Chennai
Delhi
Gujarat
Haryana
Himachal Pradesh
J&K
Karnataka
Kerala
Kolkata
Maharashtra
MPCG



Mumbai
North East
Orissa
Punjab
Rajasthan
TN
UP East
UP West
West Bengal

8. Participation Process

A Participant must register (i.e., subscribe) to participate in the Event. A Participant may subscribe to participate in the Event via SMS and/or IVR (each as set forth below). Such subscription is free; however, there are fees (as set forth below) for answering Questions when participating in the Event. A Participant may subscribe to and participate in the Event via either of the following methods:

(a) **SMS.**

- Participant may subscribe to the Event by sending the keyword "WIN" (or any other applicable keyword chosen by Vodafone India and Velti) to the Short Code 559550 free of charge.
- Once registered in the Event, the Participant will receive a welcome SMS message from the Short Code 559551 containing certain Competition details and thereafter, mobile terminated ("MT") SMS messages each with a Question and two (2) possible answers (one answer is correct and the other wrong). Participant may participate in the Competition by answering such MT SMS Questions by sending an SMS message ("MO") with Participant's answer ("1" or "2") to the Short Code 559551 (charged at the tariff of INR3 (3 rupees) per MO SMS). If Participant responds with something other than "1" or "2", then such response will be considered invalid and Participant will be charged INR 3 (3 Rupees) nevertheless.
- If Participant answers a Question, Participant will receive a reply MT SMS message and the next Question. Participant will receive an additional Question after each Question Participants answers. There is no limit to the Questions Participant can answer (each answer shall be charged at the tariff of INR 3 [3 Rupees] per MO SMS).

(b) **IVR.** By using the IVR application on the Short Code 559551 as follows:

- The Participant may subscribe to the Event via the IVR system in two (2) ways: (i) by calling the IVR system via Short Code 559551 and/or (ii) by receiving a promotional call from the IVR system.
- When calling the IVR system via Short Code 559551 for the first time the Participant must confirm that the Participant is interested in participating in the Competition by pressing "0" after which the Participant will be registered for the Event. When receiving a promotional call from the IVR system for the first time, the Participant must complete a double opt-in process in which the Participant is asked to confirm that the Participant is interested in participating in the Event by pressing "0" and, after so confirming, Participant will be informed about important Event elements (including relevant charges) and then asked to confirm again the same by pressing "0" again after which the Participant will be registered for the Event. If the Participant presses something other than "0", the



Participant will be informed that the Participant may subscribe any time by calling 559551 again and the call will be dropped. As stated above, the Participant will confirm participation prior to being charged upon answering Questions.

- After the Participant registers for the Event via the IVR system, the Participant will receive a welcome message containing important Event details and a second message with a Question and two (2) possible answers (one answer is correct and the other wrong). The Participant can then answer the Question by pressing “1” or “2” (charged at INR 3 [3 Rupees] per answer input). If Participant presses something other than “1” or “2” and other than any proper menu button, then such response will be considered invalid (no points will be awarded) and Participant will be taken to the next Question; provided, however, if Participant responds with two (2) consecutive invalid answers, the call will be dropped.
- Once registered in the Event, the Participant (i) may resume participation in the Event by calling the IVR system via Short Code 559551 and (ii) will receive promotional calls from the IVR system inviting the Participant to resume participation in the Event. The Participant will receive a welcome message containing important Event details and a second message with a Question and two (2) possible answers (one answer is correct and the other wrong). The Participant can then answer the Question by pressing “1” or “2” (charged at INR 3 [3 Rupees] per answer input). If Participant presses something other than “1” or “2” and other than any proper menu button, then such response will be considered invalid (no points will be awarded) and Participant will be taken to the next Question; provided, however, if Participant responds with two (2) consecutive invalid answers, the call will be dropped. Participant will not be charged for invalid responses via IVR.
- Participant can press “8” to listen to a Question again without charge, however, Participants cannot hear the same Question a third time. If Participant presses “8” to listen to a Question for a third time, Participant will be taken to the next Question.
- The IVR charging process will be explained to the Participant only once, which shall be during the Participant’s initial interaction with the IVR system.
- Participants will be barred from participating in the Competition via IVR when roaming outside Participant’s home circle group.

Participants may cancel their subscription to the Event at any time by opting-out and such cancelation will take effect at the end of the day.

For each correct answer to the Questions, the Participant will receive points, which are aggregated each day during the Event. Wrong answers and invalid answers give zero (0) points. The points for each right answer to the Question will be added in the following modes:

- **Basic Mode:** In basic mode, the Participant will receive at least twenty (20) points for each correct answer.
- **Bonus Phases:** There will be bonus phases with different incentives where the Participant will receive more points than the Participant can receive in the basic mode. These bonus phases can last for different durations and will be promoted via SMS and/or IVR according to the Participant’s participation in the Competition. The Participant may receive promotional SMS teasers and IVR messages according to availability of technical capacity, stability and generally accepted resting hours of the day.



During IVR Bonus Phases, if Participant responds with an invalid answer, then the next Question served that day will carry at least the same point value as the Question Participant responded with an invalid answer.

The SMS point system may be different from the IVR point system even during the same day and/or Bonus Phase.

If a Participant participates in the Event via both SMS and IVR on a particular day, then the Participant's score will be cumulative and not exclusive for each of the methods of participation. For purpose of illustration only, if the Participant scores 120 points by participating in the Event via IVR before dropping the IVR call and then resumes participating in the Competition on that same day via SMS and answers a Question for 20 points, then the Participant's total score will be 140 points for such day.

Participants will be sent general SMS messages and / or OBD calls in reply to Participant's interactions containing information about the number of points scored by the Participant during the Event. Additionally, Participants may request their total score at any given point by sending a SMS message with keyword "SCORE" to the Short Code 559550 free of charge.

All fees stated in these T&C include applicable taxes. Participant is responsible for all applicable taxes

9. Prizes and Winner Selection Process

There will be two hundred thirty four (234) potential Daily Prize winners and eight (12) potential Weekly Prize winners as set forth below.

The prizes shall be as follows:

- Daily Prizes: one (1) of each of the following prizes per day based on the top scorer during the Event Period other than Sundays:
 - Microwave (First highest daily top scorer)
 - Smart Phone (Second highest daily top scorer)
 - Digital Camera (Third highest daily top scorer)

Prizes	Products	Brands
First Prize	Microwave	LG
Second Prize	Smart Phone	Samsung
Third Prize	Digital Camera	Sony

If a particular product / brand or model is not available, the organizer will arrange the same for a similar brand with an equivalent market price.

- Weekly Prizes: one (1) Honda Amaze Car (basic model) prize per week during the Event Period.

A MSISDN / single Vodafone mobile number shall not be eligible to win more than one (1) of any prize type (i.e., daily or weekly) during the Event.

All prize winners will be determined via a top scorer mechanism where the top scorers for the applicable time period during the Event will be automatically designated by an electronic system. Tiebreakers will be based on the Participant who was fastest to accumulate the winning point total. Mere participation in the Event shall not entitle a Participant to any prize.

The Daily Prizes will be awarded as follows:

- The Daily Prize winners will be determined via a top scorer mechanism.



- For each day of the Event (days are defined from 00:00:01 IST until 23.59.59 IST) that is not a Sunday, the three (3) Participants who each both (a) has one (1) of the three (3) highest Current Total Scores as of the end of that day and (b) answered at least one (1) Question correctly via SMS or IVR during that day, will win a Daily Prize for that day. The specific Daily Prize for each such Participant winner will be determined based on the prize associated with the top scorer rank of the Participant winner as set forth in Clause 33 above.
- The Daily Prize winners will be notified by Vodafone India or Velti via SMS message or phone call to their subscriber number within thirty (30) days from the day the applicable winner is determined. If a Daily Prize winner is otherwise ineligible, cannot be contacted, absent from taking the delivery of the prize and fails to collect the same from Vodafone India within thirty (30) days from the date the prize is first made available for collection by him/her or otherwise does not comply with these T&C, then such Daily Prize winner will forfeit the Daily Prize. No substitute winners will be eligible to win forfeited prizes.
- A Daily Prize winner cannot win more than one (1) Daily Prize during the Event, but is eligible to win a Weekly Prize.

The Weekly Prizes will be awarded as follows:

- The Weekly Prize winner will be determined via a top scorer mechanism.
- Each week of the Event (weeks are defined from 00:00:01 IST Monday through 23:59:59 IST on the next following Sunday), the Participant who both (a) has the highest Current Total Score as of the end of that week (*i.e.*, through 23.59.59 IST on the respective Sunday) and (b) answered at least one (1) Question correctly via SMS or IVR during that week, will win the Weekly Prize for that week.
- The Weekly Prize winners will be notified by Vodafone India or Velti via SMS message or phone call to their subscriber number within thirty (30) days from the day the applicable winner is determined. A Weekly Prize winner cannot win more than one (1) Weekly Prize, but is eligible to win a Daily Prize.
- Surprise Prizes

There are 276 surprise prizes to be awarded in this contest. On every Saturday One highest scorer of the Circle wins a Surprise prize.

10. Terms of Prizes

Pending the ability to contact the Participant winners as set forth in these T&C, all prizes will be awarded within ninety (90) days of the last day of the Event. The exact date and place of the provision of the prizes and the list of Participant winners may be published on the Website <https://www.vodafone.in/competition> or such other means of publication as Velti and Vodafone India may otherwise determine, if any.

After the selection and validation of the Participant winners of all prizes, Velti will attempt contact the Participant winners via phone for up to three (3) consecutive days. Failing to reach the Participant via phone, Velti will send a SMS message with information where to call back. If the Participant winner cannot be contacted by the end of the day (*i.e.*, 23.59.59 IST) of the final contact attempt, then the Participant winner shall forfeit the respective prize. Upon contact, the Participant winner will be given details as to how, when and where the Participant can redeem the Participant's respective prize.

If the Participant winner is not contactable by phone and/or fails to claim the prize(s) within the prescribed timeframe shall result in disqualification of the Participant and forfeiture of the respective prize.



Some of the prizes offered in this Event may be given to the Participant winners during a special event subsequent to the completion of the Event at the discretion of Vodafone India and Velti. The venue, date and time of which will be announced by Vodafone India and Velti, at their sole discretion, subsequent to the completion of the Event.

Prizes shall be awarded subject to the respective Participant's (a) compliance with all applicable statutory legislations, processes and formalities in connection with the prize(s), (b) compliance with these T&C, (c) production of all such documents and/or papers (including affidavits and letters of compliance) as may be required by Vodafone India and Velti before receiving the prize and (d) current status as an active subscriber of Vodafone India's telecom services with a current account balance. Any failure on the part of the Participant winners to comply with the foregoing or any directions issued by Vodafone India and Velti for claiming of prize shall entitle Vodafone India and Velti to cause the Participant to forfeit the prize.

To receive the prize, the Participant winners must provide name, address and proof of identity (i.e. PAN card or other valid photo identification issued by a government authority) and other supporting documents as may be required in a form acceptable to Vodafone India and Velti. Prizes may be received by a representative of the Participant winner by proxy acceptable to Vodafone India and Velti. The Participant winner needs to be an active subscriber of Vodafone India at the time of receipt of prize and must have cleared all the outstanding amounts due to Vodafone India.

Velti at their sole discretion may (but are not obliged to) provide a cash alternative to the prizes offered in the Event.

All prizes are subject to availability. Velti, at their sole discretion, reserve the right to provide alternate models/brands for any prize. The images of prizes shown on the Website or any other promotional material are only pictorial representations and the actual prizes may differ from the images.

All prizes are non-endorsable, non-transferable and non-assignable. Unless Vodafone India and Velti elect, in their sole discretion, no prizes are exchangeable for cash or other consideration.

The prizes shall be subject to the laws of India, including all the tax laws. All applicable regulatory and statutory duties, insurance, cess, surcharges, taxes (including but not limited to TDS, gift tax, road tax), levies, transfer fees, registration fees levied or charged by any Central, State government and/or Municipal authorities as well as any incidental costs that may be applicable to the prizes will be exclusively borne by the Participant winner.

If the aggregate value of a Participant winner's prize(s) under the Event is in excess of INR 10,000 during a calendar year², Velti will, at their option or as required by applicable law, deduct tax at source (TDS) and collect all taxes to be paid on the prize(s), such taxes shall be paid by the Participant winner at the prevailing rate.

With regard to the prizes of motor vehicles:

- If the specified model or type of vehicle is discontinued or not available during or after the Event, Vodafone India and Velti will at their own discretion offer another vehicle of the same value which may or may not be of the same brand.
 - If the price of the vehicle increases during or after the Event or at the time of prize distribution or during the Participant winner announcement period and the winner wants the exact same model/type of vehicle of the same brand mentioned as the prize of this Event (i.e., Honda Amaze), then the Participant winner will be eligible for the ex-showroom price (as determined by Velti) of such vehicle (net of
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applicable TDS) prevailing at the time of the launch of the Event and the Participant winner must pay/bear any additional amount.

- The Participant winners eligible for such prizes will not be liable to pay any sales or similar taxes on such car prize. However the Participant winners will be liable for TDS as per the Income tax Act 1961, the logistics and all incidental costs including but not limited to costs incurred on transportation, insurance, any other taxes applicable as levied by the Central, State or Municipal government or any other liabilities related to such prize.
- A Participant earning prize(s) with value(s) in excess of INR 10,000 in a calendar year in aggregate from all Event/offers conducted by Velti (irrespective of the mobile operator or other organizers) will be subject to TDS under the Income Tax Act, 1961.

11. Opt-Out Mechanism

At any point, a Participant can opt-out from receiving Event-related MT SMS messages and IVR calls and from receiving informational messages about the Event by sending an SMS message with keyword "STOP" to Short Code 559550 free of charge or by calling Vodafone India's Customer Care number "111"; provided, however, such opt-out will NOT terminate the Participant's ability to participate in the Event either by calling the IVR system via Short Code 559551 or by sending a MO SMS message to the Short Code 559551 (in which case the Participant will continue to receive MT SMS messages (including Questions) in response to Participant's MO SMS messages as set forth in these T&C). These T&C shall continue to apply to any such continued participation by Participant.

12. Limitation of Liabilities

None of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties shall have any liability to any Participant other than to present the respective prize, if any, to such Participant winner if such Participant winner meets the provisions of these T&C. Except as set forth in the prior sentence, none of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties shall be liable for any loss or damage of any nature whatsoever incurred in connection with the Event by any Participant or from use or non-use of any prizes, except for any liability which cannot be excluded by law.

None of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties shall be liable (a) for any direct or indirect costs or expenses in relation to the Event which are to be borne by the Participant personally, including without any limitation applicable taxes to be borne by the Participant eligible for the prize or (b) for any damages, losses or costs resulting from any delay in delivery of any prize on any grounds whatsoever.

None of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties shall be liable for any failure to comply with its obligations caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, acts of God or any other circumstances amounting to force majeure or for any other reasons beyond their control.

None of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties shall be liable for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to the Participants' or any other person's computer or mobile device related to or resulting from participation in, or downloading



any materials in connection with, the Event. None of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties shall be responsible if the subscriber (a) is unable to participate in the Event due to network failure, network congestion, network unavailability or any such technical issues faced by the subscriber, (b) sends an SMS inadvertently or otherwise to a wrong SMS short code or dials the incorrect short code, (c) sends the SMS but with wrong text or replies with the wrong IVR prompt, (d) is unable to understand the terms and conditions of the Event, and/or (e) is unable to understand the process of participation or is unable to participate in the Event.

None of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties shall be responsible for any loss or damage if it has to discontinue or cancel this Event in compliance with any law, ruling, order, regulation, requirement or instruction of any Central/State Government or any other statutory authority or for any other reason beyond its control. The Participants shall be informed of such discontinuance/cancellation as soon as reasonably possible via the Website <https://www.vodafone.in/competition>.

By participating in the Event, Participants agree not to assert any claim against Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties for any losses, damages, rights, claims and actions of any kind resulting from participation in the Event, inability to participate in the Event, or acceptance of any prize. To the maximum extent permitted by law and without limiting any other provision of these T&C, none of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties shall be liable for any special, indirect and consequential losses.

13. Disclaimer of Warranties

- i. Participants understand and agree that they participate in this Event voluntarily, at their own risk and willingness and have not been coerced in any manner to enter the Event.
- ii. The Questions and their answers are collected and framed with reasonable prudence based on generally available information. None of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties shall have any liability to any Participant in the event of a discrepancy or dispute regarding any Question or answer.
- iii. Neither Vodafone India nor Velti makes any commitment, express or implied to respond to any feedback, suggestion and/or queries of any Participant. Neither Vodafone India nor Velti is under any obligation to render any advice or service to any Participant in respect of the Event.
- iv. To the maximum extent permitted by applicable law and except to the extent expressly set forth in these T&C, the Event is provided, and all prizes will be awarded, on an "as is" "where is" basis without warranty of any kind, and Vodafone India, Velti and all third parties involved in the Event disclaim all other warranties, express, implied or statutory. Without limiting the generality of the foregoing, none of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties makes any warranty, implied or express, that any part of the Event will be uninterrupted and error-free. No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Event shall be construed to mean the giving of any warranty of any kind by any of Vodafone India, Velti, the Cooperative Parties or any of their affiliated parties.

14. Data Protection and Publicity

- i. By participating in the Event, the Participants agree that any of their data, including names, surnames, images, photos, audio and video images, can be used by Vodafone India, Velti and their affiliates for publicity, sales, marketing and



promotional purposes, including the prizes awarded to the Participant, if any, without prior consent of the Participant and free of charge without any consideration to be used within India. Vodafone India and Velti may, at their discretion, choose not to disclose the identity of the Participant winners.

- ii. Participants hereby irrevocably agree that the data gathered during and/or after the Event in respect of the Participants (including Participants' name and photograph etc.) shall be the property of Vodafone India, Velti and their affiliates.
- iii. Neither Vodafone India nor Velti shall release personal information about the Participants to any third parties unless (a) required to do so by law, (b) to comply with orders or instructions by any governmental authorities, (c) the Participant has first given consent (including as set forth in these T&C), (d) necessary to execute the Event (including via Velti and all other third parties involved in the Event) and/or (e) otherwise permitted under these T&C.

15. Additional Provisions

- i. Interruption or early termination of the Event shall not release Vodafone India and Velti from their obligation to give out already awarded prizes and execute other actions required by applicable law, except for the cases when termination or interruption of the Event was caused by actions or events which are beyond Vodafone India's and/or Velti's control.
- ii. Vodafone India and Velti reserve the right not to enter into written negotiations or otherwise contract with the Participants other than in accordance with these T&C or in accordance with the requirements of the current laws of India.
- iii. Vodafone India and Velti reserve the right to make available free short codes and/or other free methods of entry throughout the Event Period for any purpose.
- iv. Vodafone India and Velti may assign any or all of their rights under these Terms and Conditions to their affiliates without consent of the Participants.
- v. Failure by Vodafone India or Velti to enforce any of their rights at any stage does not constitute a waiver of those rights.
- vi. In the event that any provision of these T&C should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired thereby.
- vii. Vodafone India and the Technical Service Provider 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 Competition Period, these T&C and the prizes at their sole discretion at any time during its validity including without limitation in view of business exigencies and/or regulatory and/or statutory requirements or changes thereto and the same shall be binding on the Participant. Participant is advised to check the Website <https://www.vodafone.in/competition> regularly for any updates or amendments made to these T&C.
- viii. In the Competition of any dispute regarding these T&C (including the interpretation thereof), conduct, results and all other matters relating to the Competition, the decision of Vodafone India and the Technical Service Provider shall be final and binding on the Participants and without any appeal.

16. Governing Law



- i. The Event and these T&C are subject to the laws of India including the guidelines and directions issued by the Department of Telecommunications (DoT), Telecom Regulatory Authority of India (TRAI) or any other statutory authority having competent jurisdiction from time to time.
- ii. The decision of Velti as to the interpretation of any of these T&C shall be final and binding on all Participants.
- iii. The Participants each agree that all disputes with regard to the Event must be presented to Velti and Velti will refer the issue to a sole arbitrator who shall be appointed by Velti in Mumbai. The language of the arbitration will be English.
- iv. If any provision of these T&C is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these T&C, which shall remain in full force and effect.
- v. Any disputes with regard to the Event, will be subject to the exclusive jurisdiction of the courts in Mumbai.