

TERMS AND CONDITIONS GOVERNING THE CHALLENGE
“Unofficial Sponsor of Fans™ - FANTastic Breaks Contest”

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 CHALLENGE IS AN OPTIONAL SKILL BASED CHALLENGE CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “**VODAFONE IDEA/VIL**”).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VIL POST PAID OR PREPAID SUBSCRIBER PARTICIPATING IN THE **VODAFONE Unofficial Sponsor of Fans™ - FANTastic Breaks Challenge** (HEREINAFTER “**CHALLENGE**”). THE CHALLENGE SHALL BE LIVE FROM 23RD MARCH, 2019 TO 15TH MAY, 2019 BOTH DAYS INCLUSIVE, (HEREINAFTER REFERRED TO AS “**CHALLENGE PERIOD**”). THE ELIGIBLE SUBSCRIBER/S PARTICIPATING IN THE CHALLENGE SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE CHALLENGE, 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 CHALLENGE.

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 CHALLENGE.

B. DEFINITIONS

- a. “**Subscriber**” shall mean the rightful user of the VIL mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL . 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 of the employer duly permitting the employee to use the number for subscribing for this Challenge and accept the terms applicable herein.
- b. “**Active Subscriber**” shall mean a Subscriber who uses the Vodafone brand Subscriber Identity Module (“SIM”) of VIL on a regular basis for purposes other than to participate in any offer or Challenge offered by VIL.
- c. The Challenge is open for all Active Subscribers who satisfy the eligibility criteria mentioned herein and who belong to the VIL Telecom Service Areas (“Circle(s)”) as mentioned herein
- d. 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 Challenge.

- e. **“Eligible Subscriber”** shall mean an Active Subscriber of VIL satisfying the following criteria at the time of participation and during continuation of Challenge:–
- 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 VIL ;
 - iv. He/she must belong to any of the telecom service areas mentioned below;
 - v. He/she must not be of an unsound mind; and
 - vi. 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.
 - vii. He/she must not have been subject of any criminal proceeding;
 - viii. not have any outstanding dues payable to VIL on account of the mobile connection.
 - ix. Further, Eligible Subscribers who participate in the Challenge and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Challenge shall be required to be the registered VIL 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, VIL reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.
 - x. 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.
 - xi. VIL reserve the right, at any time, to unconditionally disqualify any Eligible Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Challenge. Failure by VIL 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 VIL shall at all times be binding and final.
 - xii. The employees of VIL and its group companies, affiliate or associate companies and their relatives/ dependents shall not be eligible to participate in this Challenge. If found otherwise, then VIL reserves the right to forfeit the prize. If an employee of VIL leaves the organization when the Challenge is launched or leave during Challenge Period / before Winner list announcement / after Winner’s list is announced, the employee will not be eligible to participate in the Challenge.
 - xiii. By virtue of participation in this Challenge, the Subscriber 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.

C. CHALLENGE PERIOD

- i. This is a limited period Challenge commencing on 23rd March 2019 at 2000hrs on USSD, Vodafone.in, My Vodafone App and on Facebook;
- ii. End of Challenge: Challenge will end on 12th May 2019 (“End Date”) at 23:59:00 hrs unless extended by VIL and communicated explicitly.
- iii. VIL reserves the right to extend or shorten the Challenge Period, as it deems fit.

D. CHALLENGE AREA

The Challenge is valid across all the telecom service areas in India as specifically mentioned in **Annexure I**, except Jammu & Kashmir Telecom Service Area. In other words, Subscribers from VIL’s Jammu & Kashmir Telecom Service Areas will not be allowed to participate in the Competition. If, in any State and/or territory or part thereof, the running of this Challenge is prohibited as per local rules or laws, the Eligible Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Challenge. No further notice shall be given by VIL, in this regard

Note: Notwithstanding the foregoing, if the operation of or participation in the Challenge is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Challenge. No further notice shall be given by VIL in this regard.

E. CHALLENGE DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

- i) **Modes of entry in the Challenge:** An Eligible Subscriber may participate in the Challenge through any of the following modes during the match ad breaks:
 - a. Dial *202#
 - or
 - b. Login on to <https://www.facebook.com/zoozoo/>
 - or
 - c. Login on to Vodafone.in/fb
 - or
 - d. Login on to My Vodafone App
 - e. Log on Hotstar.com and play in 16th over of every Inning in every match

ii) Challenge Description:

- a) During the Challenge period, 3000 questions will be released by VIL .
- b) Based on the answers received from Eligible Subscribers :
 - i. One winner will be selected for every match ad break.
 - ii. One winner will be selected for every match (“Mega Prize winner “). Mega Prize Winner will be selected basis the maximum number of correct questions answered in a match and

- iii. One winner will be selected from any one of the matches basis the maximum number of correct questions answered in the selected match during the Challenge Period (“Bumper Prize Winner”).
- c) In case a match has been considered for selecting the Bumper Prize winner, such match will not be considered for selecting a mega Prize Winner.
- d) The decision of the independent auditor in this regard shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by VIL.
- e) Without prejudice to the foregoing, the Eligible Subscriber shall not hold the independent auditor or VIL liable for the Winner selection process under this Challenge.
- f) There are no charges for participating in the Challenge except for the data charges.

F. PRIZES AND WINNER SELECTION PROCESS

- i) **Rewards and Benefits/Prizes** : One selected winner of each match break and the winner of each match shall receive a congratulatory call from VIL
 - (a) Winner of every match break will be eligible for Rs.1000/- e-voucher which will be sent to the winner’s email id as confirmed by the winner during the congratulatory call.
 - (b) Mega Prize Winner of every match will be eligible for an iPhone(“Mega Prize”).
 - (c) Bumper Prize Winner shall be eligible for a Trip to London. It is clarified that :
 - 1. The Bumper Prize includes:
 - Two tickets (to and fro) to London (can be any airport of London) for the Bumper Prize Winner. Flight Tickets will be issued through an external travel agency & will be subject to all the external travel agency’s terms & conditions. Any queries, complaints, issues related to such flight tickets to be directly addressed by the external travel agency and it is agreed and understood that VIL shall not be responsible and liable for any queries, complaints, issues related to such travel vouchers. All other additional expenses related to the accommodation stay, food, or travel have to be solely borne by the Bumper Prize Winner.
 - VIL shall not be responsible and liable for any queries, complaints, issues related to flight tickets and it shall be addressed by the respective airline authority. No complaints, claims, correspondence or communication shall be entertained by VIL in this regard. VIL has no role in such issues.
 - 2. The Bumper Prize shall not include:
 - i. Any VISA Fees
 - ii. Transfer to and fro the airports
 - iii. Any accomodation/ lodging anywhere
 - iv. Any meal at any time
 - v. Any other expenses of any nature whatsoever

3. If the Eligible Subscriber who has been selected as a Bumper Prize Winner does not have a valid passport, he/she shall not be eligible as Bumper Prize Winner.
4. VIL shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the Winners while availing the benefits of the Prizes.
 - ii) VIL shall not be responsible for third party products, services and offers.
 - iii) Out of the participants, who have answered maximum questions correctly, 10 participants will be shortlisted through a computer generated system in the presence of the auditor.
 - iv) The 10 shortlisted participants will be required to answer a question put to them over a call placed by an agency and also provide their details like email id, personal social media handles address, identity etc. The participant who has correctly answered the question and submitted requisite details will be selected as winner. The decision of the Agency and the Auditor, appointed by VIL in this regard, shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by VIL.
 - v) .
 - vi) The prize will be rolled over to next Eligible Subscriber or forfeited, at the sole discretion of VIL and Winner agrees to surrender the prize if:
 - a. The Winner does not claim the prize or fails to submit all necessary documents within 24hours of announcement of winner; or
 - b. The Winner does not submit TDS (if applicable) amount within 20 days of receipt of information from VIL
 - c. In all cases or any issues related to Winner's liability on TDS amount, VIL's decision will be final.
 - vii) Post completing the documentation process, the Winner will be informed (through telecalling) regarding the modalities of the prize and distribution thereof. Delivery of Mega 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 VIL, the Winners shall collect them from the nearest place, specified by representative of VIL, at their own cost. VIL will not be liable to reimburse the cost so incurred by Winner - whether travel, accommodation or any other cost.
 - viii) The delivery of Bumper Prize (Trip to London) will be basis all the details required and correctly shared by the Bumper Prize Winner. In the event, the Bumper Prize Winner fails to provide required details for booking of tickets, or doesn't have valid Passport or does not manage to secure the VISA, the Bumper Prize will not be issued to him/her. VIL reserves the right to declare to other Eligible Subscriber as Bumper Prize Winner.
 - ix) Winners shall obtain at his/her own cost, the relevant health and travel insurance which may be required to be taken.
 - x) All prizes will be given after deducting various taxes, license fees and charges as applicable except as otherwise stated in writing.
 - xi) The rewards & benefits does not include items of any personal nature, any additional travel costs not specified therein, any other excursions, travel or accommodation, attractions or trips not outlined in the Itinerary or any other personal or medical costs and travel insurance.
 - xii) No requests for reissue or replacement of the flight tickets will be entertained by VIL for stolen/lost/misplaced/damaged tickets.
 - xiii) All decisions of VIL in respect of all transactions under this Challenge, including without limitation the selection of Winners as certified by the independent auditor and other related transactions

- shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard. VIL has no role in the selection of Winners or prizes in this Challenge.
- xiv) All prizes offered in this Challenge are subject to availability. VIL 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 VIL. Model or brand or colour for alternate prize will be decided by VIL at its sole discretion, any choice of Winner in respect to model or brand or colour will not be considered in any case.
 - xv) Mere participation in the Challenge shall not entitle an Eligible Subscriber to the prize. No other person or agent can claim the prize on behalf of the Eligible Subscriber. Except in cases where VIL approves the representative to claim/collect the prize and the representative furnishes the documents as may be required by VIL.
 - xvi) Without prejudice to the foregoing, under no circumstance shall the Winners of the Challenge be entitled to redeem any category of prize for cash.
 - xvii) All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by VIL. 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 VIL*):
 - Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc).
 - Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc).
 - One passport size photo.
 - Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner).
 - Post-paid bill (for post-paid user) (additional document).
 - PAN card copy self-attached
 - 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:
 - No Objection Certificate and
 - Authorization letter of the employer.
 - Letter of compliance with rules and regulations and declarations in the format as may be required by VIL or applicable laws.
 - Every Winner has to provide his/her photograph and detail interview while receiving prize.
 - x. In the event, it is found or comes to the knowledge of VIL that Eligible Subscriber and/or Winner submitted inaccurate/misleading details/or information as requested by VIL as stated herein or in future course of action, VIL reserves 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.
 - xi. VIL is not responsible for guarantees or warranties of the quality of the goods or services being offered as prizes nor is liable for any defect or deficiency of such goods or services so awarded to the Winners under this Challenge. Eligible Subscriber 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.
 - xii. VIL is not liable for any direct/indirect costs or expenses in relation to the Challenge which are to be borne by the Eligible Subscriber personally, including without any limitation the costs of collecting prizes or applicable taxes to be borne by the Eligible Subscriber entitled to the prize.

- xiii. The Eligible Subscriber shall not have the right to claim any damages, loss or costs from the VIL for delay in delivery of the prize(s) on any grounds whatsoever. VIL is not liable for any loss or damage of any nature whatsoever if incurred by the Eligible Subscriber in connection with the Challenge.
- xiv. The prizes shall be handed over by VIL on receipt of all the documents, from the Winners, required to process the distribution of the prize, and satisfactory verification thereof by VIL.
- xv. Questions and their answers are designed/ sourced by VIL or VIL third party agency, 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, VIL shall not be liable towards any Subscriber in any manner.
- xvi. 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 Eligible Subscriber /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. VIL is not responsible for the same or any cost of travel and accommodation incurred by any of them.
- xvii. Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against VIL, unless otherwise expressly provided hereunder.
- xviii. The Winner's name will be announced by VIL as registered in the system of VIL.
- xix. The Winners shall not be entitled to their respective prize, in case he/ she fails to clear all outstanding dues payable to VIL and / or is not an Active Subscriber of VIL on the date of claiming the prize/s.
- xx. The Winner understands and agrees that the prize under this Challenge shall not be transferred, negotiated or assigned in the name of any other person including their relatives, legal assignees or any third party authorised by the Winner, in the event of any reason including those of death or partial/total disability whereby the Winner is unable to receive the Bumper prize. .
- xxi. The flight are non-transferable. It is hereby clarified that the prize can only be used by the Winner whose name is indicated on the ticket. Valid proof of identity must be presented by the Winner whenever required. . If it is found that the person presenting the ticket is not the Winner named as person in the ticket or if such person is unable to satisfactorily prove that he/she is the same person named in the ticket, then the carrier authority shall have the right to refuse such person and reserves the right to retain and confiscate the ticket so presented. VIL reserves the right to forfeit the prizes under the following circumstances:
 - a) If documents as mentioned herein are not submitted within 24 hours
 - b) If TDS (if applicable) not submitted within 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.

- xxii. 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 VIL for claim of prize shall entitle VIL to forfeit the prize(s) or roll the prize over to the next eligible Winner, at their sole discretion.
- xxiii. Prizes will be delivered against production of valid documents evidencing identity of Winners;
- xxiv. Winner will be decided basis above mentioned method by VIL. By participating in the Challenge the Eligible Subscriber agrees to be bound by the winner selection process adopted by VIL & shall not raise any dispute in this regard in any manner whatsoever.
- xxv. The winners on receiving the congratulatory call pronouncing them as Winners of the CHALLENGE will be required to confirm their (i) acceptance of the Rewards & Benefits (ii) email id, (iii) postal address etc. immediately on receiving information about the same, to VIL appointed agency's outbound calling agent. VIL reserves the right to replace the winner of the Challenge in case of non-receipt of the said confirmation on the spot or non-receipt of any positive response from the said winners during the said congratulatory call. Further if the winner post confirmation does not share aforesaid personal details esp email id, postal address etc., then VIL reserves the right to replace the winner with some other winning Eligible Subscriber at VIL's sole discretion. The Eligible Subscribers understand and agree that their Vodafone mobile number shall be available all the times during the Challenge Period and in case the winner is non-contactable for any reason whatsoever, he/she shall be solely responsible for his/her rejection and VIL shall not be anyway liable for the same.

F. MODIFICATION OF TERMS AND CONDITIONS

- i. VIL reserves the right to modify these Terms & Conditions of the Challenge or any part thereof at any time during the Challenge 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.
- ii. If VIL modify these Terms, the latest revised version of the Terms and Conditions shall be effective and binding on the Eligible Subscribers from the time of its posting on the Website <http://www.vodafone.in/discover/music-videos-and-more/competitions-mumbai> (the "Site"). You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Challenge. Your continued participation in the Challenge will constitute Your acceptance of the latest revised Terms and Conditions.

G. WITHDRAWAL OF CHALLENGE: VIL reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Challenge 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 Eligible Subscribers.

H. DISCLAIMERS

- i. You agree that this Challenge is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Challenge is voluntary and You expressly agree to participate at your sole risk. VIL shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Challenge.
- ii. To the extent you choose to participate in this Challenge, 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 VIL, 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 Challenge or arising otherwise.
- iii. VIL makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Challenge/telecom services and/or any delay or failure to avail the Challenge/telecom services including due to technical or network problems or any delay or failure in time recorded or taken for answering a question through call due to technical snags including network problems or system error, the results or reliability of the Challenge, 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 Challenge or any transactions effected through the Challenge; (b) The Eligible Subscriber expressly agrees that his/her participation in the Challenge is at his/her 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 Challenge shall be construed to mean the giving of any warranty of any kind by VIL.
- iv. VIL reserves the right to change, suspend, remove, or disable access to the Challenge at any time without notice. In no event will VIL be liable for the removal of or disabling of access to the Challenge. VIL may also impose limits on the use of or access to the Challenge, in any case and without notice or liability. Under this Challenge, VIL’s responsibility shall only be limited in providing Telecom Service on VIL’s network for Eligible Subscribers participating in this Challenge.
- v. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge 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 Challenge score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL.
- vi. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Challenge will be the sole liability of the manufacturers, providers or dealers of the said prizes. VIL will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Subscriber.
- vii. The Eligible Subscriber shall indemnify and keep indemnified VIL and its officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney’s fees and court costs) which VIL may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Eligible Subscriber under the Terms and

Conditions, any failure by the Eligible Subscriber participating in the Challenge to comply with applicable law, any infringement of intellectual property rights of VIL and any third party claim in respect of misuse of any information of a third party. VIL shall have the right to defend themselves, pursuant to this Clause, at the cost of the Eligible Subscriber.

- viii. VIL nor any of its group entities or affiliates, their respective directors, officers, employees, agents, vendors, representatives, 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 Challenge.
- ix. Any attempt by an Eligible Subscriber to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the VIL reserve the right to seek damages from any such Eligible Subscriber to the fullest extent permitted by law.
- x. VIL does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Eligible Subscribers.
- xi. VIL and its officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Eligible Subscriber in respect of the Challenge.

I. INTELLECTUAL PROPERTY RIGHTS

- i. You, the Eligible Subscriber, 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 Challenge shall remain, at all times, owned by VIL 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.
- ii. Nothing in the Challenge shall affect any intellectual property rights of VIL or any of their affiliates in any product or service made available on the Website.
- iii. By participating in the Challenge, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to VIL and to any third party content licensor to VIL that is made available through the Challenge.

- J.** The Winners of the Challenge shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the process of collecting contact details from them and distribution of prize and the winners hereby indemnify and shall keep indemnified, VIL, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehaviour, misconduct, unlawful acts, actions/inactions etc. of the winners.

VIL shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the winners while availing the benefits of the Rewards & Benefits. Further, VIL shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the Rewards & Benefits/s.

You agree to indemnify VIL, its directors, officers, employees, agents and/or its affiliates against all actual claims, liabilities, expenses, costs, loss or damage of whatsoever nature, arising out of or in connection with the breach of these terms and those terms agreed by the Eligible Subscriber including but not limited to those stated in the Customer Application Form ('CAF') / Customer Information Form ('CIF'). In case there are any points or clauses stated herein that contradicts those specifically agreed in the CAF / CIF, then the terms stated in the CAF / CIF shall prevail.

- K. LIMITATION OF LIABILITY:** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND PARTICIPATION IN THE CHALLENGE REMAINS WITH YOU. NEITHER VIL NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT ("PROVIDERS") WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE CHALLENGE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VIL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VIL NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VIL NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE CHALLENGE. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE CHALLENGE, OR WITH ANY OF THESE TERMS, OR FEEL VIL HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE CHALLENGE.

IN NO EVENT WILL VIL'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE CHALLENGE EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VIL FOR PARTICIPATION IN SUCH CHALLENGE IN THE TWELVE (12) MONTH TIME PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE ALLEGED CLAIM OR ONE THOUSAND RUPEES (RS 1000). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VIL AND YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT VIL SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

L. GENERAL TERMS AND CONDITIONS

- i. By participating in this Challenge, 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 Challenge;
- ii. This rewards / benefits under this Challenge cannot be used in conjunction with any alternative award or promotion of a similar nature;

- iii. The provisions of this service, the Challenge and any other promotional endeavour may not be used for any commercial purpose by any Eligible Subscriber.
- iv. 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 Eligible Subscriber.
- v. Points obtained in this Challenge will be valid for this Challenge only & will not be carry forwarded for new or any other Challenge.
- vi. The Eligible Subscriber may contact VIL customer care for any queries/complaints. All disputes must be addressed by the Eligible Subscriber in writing to VIL directly. Further, any information that the Eligible Subscriber may request in connection with the Challenge, may be provided by VIL to the Eligible Subscriber, at the sole and absolute discretion of VIL, depending on the nature of the information requested, and any such information may be provided only during the Challenge Period. No such request shall be entertained thereafter. VIL further clarify that any information requested by any Subscriber shall only concern that Subscriber and under no circumstances will the VIL provide confidential information or information pertaining to other Subscriber (s).
- vii. You further acknowledge and agree that the name of the winner of the Challenge may be published on the website www.vodafone.in or on VIL's digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by VIL. The Winner shall be individually contacted on the respective Vodafone number as per VIL's record (the number from which the SMS has been sent or shared on Facebook. This Challenge is available to Eligible Subscribers who have a valid VIL mobile connection during the Challenge Period.
- viii. You hereby authorize VIL to collect your personal information including name, address and mobile number etc. and social media profiles/handles and share with its partners during the Challenge period.
- ix. The Winners of the Challenge agree to abide by all rules and regulation VIL and as shall not use their winner status, Rewards and Benefits, VIL's name, logo etc. for any promotional purposes in association with any other brand or company
- x. Upon participating in the Challenge, the Eligible Subscribers confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Challenge and engagement calls / sms, promoting the new Challenge. Eligible Subscriber's interest to receive promotional messages for the Challenge will be valid for all upcoming Challenges organised by VIL.
- xi. The Eligible Subscriber hereby irrevocably authorize VIL, that the data gathered during and/or after the Challenge in respect of the Eligible Subscriber (including Eligible Subscriber's name and photograph etc.) shall be used by VIL and its subsidiaries in its any communications including marketing promotions and advertisements along with/without VIL's brand.
- xii. **Force Majeure** – This Challenge 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 VIL ("Force Majeure Event"). VIL shall not be liable for any delay or adverse effect caused to Eligible

- Subscribers as a result of a Force Majeure Event. VIL shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Eligible Subscriber.
- xiii. VIL 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 Eligible Subscriber .
 - xiv. VIL and its affiliates shall be entitled to use, in any manner, the details of the Eligible Subscriber and Winner including the Information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Challenge, all Eligible Subscribers consent to the following information relating to them to be exchanged between VIL, its vendors and/or published or otherwise communicated to in any media that VIL may deem fit, for the purpose of Winner announcement: name, mobile phone number, score and/or photograph. The Eligible Subscriber also hereby agree to the same. VIL may, at its discretion, choose not to disclose the identity of the Eligible Subscriber to other Eligible Subscriber unless expressly mentioned herein. Eligible Subscriber' personal information will be stored and processed in accordance with VIL Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
 - xv. 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 mobile connection. This Challenge 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.
 - xvi. You agree that VIL has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.
 - xvii. By participating in the Challenge, You confirm that you are entering into this Challenge as an independent party and nothing herein establishes an employer-employee relationship between you and VIL and you are acting voluntarily, using your own time and resources to participate in this Challenge, solely at your own risk.
 - xviii. This Challenge may contain factual references to the names of certain companies, products and individuals. VIL makes no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
 - xix. 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 VIL whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Mumbai. The language of Arbitration Proceeding shall be English.

Annexure I
LIST OF TELECOM SERVICE AREAS

Sr. No.	Telecom Service Area	Geographical Areas Covered	Circles for which entries from participants shall be considered for the Challenge(Yes / No)
1	Mumbai	Local Areas served by Mumbai, New Mumbai and Kalyan Telephone Exchanges	Yes
2	West Bengal	Entire area falling within the Union Territory of Andaman & Nicobar Islands and area falling within the State of West Bengal and the State of Sikkim excluding the areas covered by Kolkata Metro Service Area.	Yes
3	Andhra Pradesh	Entire area falling within the re-organised State of Andhra Pradesh and newly created State of Telangana pursuant to the Andhra Pradesh Reorganisation Act, 2014 (No. 6 of 2014) dated 1st March 2014.	Yes
4	Assam	Entire area falling within the State of Assam.	Yes
5	Bihar	Entire area falling within the re-organised State of Bihar and newly created State of Jharkhand pursuant to the Bihar Reorganisation Act, 2000 (No.30 of 2000) dated 25th August, 2000.	Yes
6	Gujarat	Entire area falling within the State of Gujarat and Union Territory of Daman and Diu, Silvassa (Dadra & Nagar Haveli).	Yes
7	Haryana	Entire area falling within the State of Haryana except Panchkula town and the local areas served by Faridabad and Gurgaon Telephone exchanges.	Yes
8	Himachal Pradesh	Entire area falling within the State of Himachal Pradesh	Yes

9	Jammu & Kashmir	Entire area falling within the State of Jammu & Kashmir including the autonomous council of Ladakh.	No
10	Karnataka	Entire area falling within the State of Karnataka	Yes
11	Kerala	Entire area falling within the State of Kerala and Union Territory of Lakshadweep and Minicoy.	Yes
12	Madhya Pradesh	Entire area falling within the re-organised State of Madhya Pradesh as well as the newly created State of Chattisgarh pursuant to the Madhya Pradesh Reorganisation Act, 2000 (No:28 of 2000) dated 25th August, 2000.	Yes
13	Maharashtra	Entire area falling within the State of Maharashtra and Union Territory of Goa, excluding areas covered by Mumbai Metro Service Area.	Yes
14	North East	Entire area falling within the States of Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.	Yes
15	Orissa	Entire area falling within the State of Orissa.	Yes
16	Punjab	Entire area falling within the State of Punjab and Union territory of Chandigarh and Panchkula town of Haryana.	Yes
17	Rajasthan	Entire area falling within the State of Rajasthan.	Yes
18	Tamilnadu & Chennai	Entire area falling within the State of Tamilnadu and Union Territory of Pondicherry and. Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and Mahabalipuram Exchanges	Yes
19	Uttar Pradesh-West	Entire area covered by Western Uttar Pradesh with the following as its	Yes

		boundary districts towards Eastern Uttar Pradesh : Pilibhit, Bareilly, Badaun, Kasganj (Kanshiram Nagar), Etah, Mainpuri and Etawah and Auraiya. It will exclude the local telephone area of Ghaziabad and Noida. However, it will also include the newly created State of Uttaranchal pursuant to the Uttar Pradesh Re-organisation Act, 2000 (No.29 of 2000) dated 25th August, 2000.	
20	Uttar Pradesh - East	Entire area covered by Eastern Uttar Pradesh with the following as its boundary districts towards Western Uttar Pradesh : Shahjahanpur, Kannauj, Farrukhabad, Lakhimpur, Kanpur Rural and Jalaun (Orai).	Yes
21	Delhi	Local Areas served by Delhi, Ghaziabad, Faridabad, Noida, and Gurgaon Telephone Exchanges	Yes
22	Kolkata	Local Areas served by Calcutta Telephones.	Yes

Note:

Yenum, an area of Union Territory of Pondicherry is served under Andhra Pradesh Telecom Circle in East Godavari LDCA.