

TERMS AND CONDITIONS - WIN A CAR COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS "**WIN A CAR COMPETITION**". BY PROCEEDING WITH PLAYING THE **WIN A CAR COMPETITION**, 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 **WIN A CAR COMPETITION**.

Terms and Conditions

1. This "**WIN A CAR COMPETITION**" (hereinafter referred to as the "**Competition**") is an optional Competition, conceptualized, organized and conducted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore - 560100, India (hereinafter referred to as "**OnMobile**" or "**Organizer**"), for enabling active Subscribers who use the Vodafone India Subscriber Identity Module ("**SIM**") on a regular basis for purposes other than to participate in the Competition, pre-paid and post-paid category of Subscriber(s) who are the rightful user of the Vodafone India connection, in whose name the mobile phone connection number (MSISDN) is registered with Vodafone India (hereinafter "**Subscriber(s)**") as specified in Circles stated in Clause 2 herein, of either Vodafone India Limited or Vodafone Mobile Services Limited (hereinafter individually or collectively referred to as "**Vodafone India**") to participate in the Competition. In the event the MSISDN is registered in the name of a company/ firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Competition, receive the prizes and accept the Terms and Conditions applicable for the Competition. The Competition is open to Subscribers during the period from **27th October 2016, 00:00:01 hrs to 18th January 2017, 23:59:59 hrs**, both days inclusive (hereinafter referred to as the "**Competition Period**"). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit.
2. The Competition is open for all Subscribers who satisfy the eligibility criteria mentioned in Clause 3 herein below who belong to the following 23 Vodafone India telecom service areas ("**Circle(s)**") of ANDHRA PRADESH, ASSAM, NORTH EAST ("**NE**"), BIHAR, ORISSA, DELHI, GUJARAT, HARYANA, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH ("**MP**"), MUMBAI, PUNJAB, HIMACHAL PRADESH ("**HP**"), JAMMU & KASHMIR, RAJASTHAN, UTTAR PRADESH EAST ("**UPE**"), UTTAR PRADESH WEST ("**UPW**"), REST OF BENGAL ("**WB**"), TAMIL NADU ("**TN**") and CHENNAI ("**CH**"). Notwithstanding the foregoing, if the operation of, or participation in the Competition, is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be

eligible to subscribe to or participate in the Competition. No further notice shall be given by the Organizer or Vodafone India, in this regard. Participation will be open only in the above-mentioned Circles of Vodafone India, and Subscribers roaming outside their home-circles will be barred from participating in this Competition.

The Competition is available as per the classification of Circle-Groups, Languages and Zones as mentioned below.

Circle	Language 1	Language 2
AP	Telugu	Hindi
ASSAM	Hindi	English
BIHAR	Hindi	Bhojpuri
CH/TN	Tamil	English
DELHI	Hindi	English
GUJARAT	Gujarati	Hindi
HARYANA	Hindi	Punjabi
HP	Hindi	English
J&K	Hindi	English
KARNATAKA	Kannada	English
KERALA	Malayalam	English
KOLKATTA	Bengali	English
MAHARASHTRA	Hindi	Marathi
MP	Hindi	English
MUMBAI	Hindi	Marathi
NE	Hindi	English
ORISSA	Odiya	Hindi
PUNJAB	Hindi	Punjabi
RAJASTHAN	Hindi	Rajasthani
ROB	Bengali	Hindi
UPE	Hindi	English
UPW	Hindi	English

S.No.	Circle Names	Zone
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1	AP + CHTN	South
2	ASSAM + NE +ORISSA	East
3	BIHAR	East
4	DELHI + JK + PUNJAB+ HP + HARYANA	North
5	GUJARAT	West
6	KERALA + KARNATAKA	South
7	MAHARASTRA	West
8	MUMBAI + RAJASTHAN + MP	West
9	UPW + UPE	North
10	KOLKATA + WB	East

Competition will be available on Interactive Voice Response (“**IVR**”) in English, Malayalam, Telugu, Kannada, Tamil, Hindi, Gujarati, Marathi, Punjabi or Bengali.

Please note that Participant (defined below) gives his/her irrevocable consent to the procedure for Winner (defined below) selection of the Competition as set out herein, and any appropriate changes that may be made to this Competition by the Organizer including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Vodafone India or OnMobile, their affiliates and associates or for any reason whatsoever.

3. Procedure and Eligibility to participate in the Competition

This Competition is valid for Subscribers who fulfill the following criteria:

- Subscriber must be of at least 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must be an existing active Subscriber of Vodafone India;
- Subscriber must belong to any of the Circles mentioned above;
- Subscriber must not have been the subject of any criminal proceeding;
- For Pre-paid Subscribers – Subscribers must have the minimum requisite balance of Rs. 1/- per day during the Competition Period to be eligible to participate in the Competition for that day;
- Subscriber must not be of an unsound mind; and
- Subscriber must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.

Further, the Subscribers who participate in the **WIN A CAR Competition** and are chosen as Winners of each category of prize in accordance with the Winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number ("**Winner(s)**"). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion. Similarly, if an employee has been authorised to use mobile number registered in the name of his / her employer company/ firm, then he / she has to submit authorization letter of employer for confirmation and if the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile connection in any case, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

For the purposes of these Terms and Conditions, wherever the context so requires "**You**" or "**Your**" shall mean any natural person who is a Subscriber.

Also, by participating in this Competition, You:

- Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
- Warrant the accuracy, truthfulness and currency of all information that You may have submitted;
- 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 OnMobile and You are acting voluntarily, using Your own time and resources to participate in the Competition, solely at Your own risk;
- Warrant that prior to playing the Competition, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions stated herein; and
- Confirm and undertake that You will make an informed choice regarding the option to play through voice or on IVR and after understanding the implications of the same.

Participation in the Competition will be construed as an acknowledgement and acceptance of the Terms and Conditions set out herein and You further agree to be bound by the Terms and Conditions stated herein.

These Terms and Conditions are available on the Website at the following address: www.vodafone.in and <http://vodafone.Competitionzone.in> ("**Website**"). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.

4. Subscription Process to the Competition and Charges:

Subscribers can initiate the participation in the Competition by calling 56789 charging at Rs. 9/- min. For the avoidance of doubt, please note that a Subscriber can play the Competition only through IVR.

- Once a Subscriber follows the above-methods for initiation of the Competition, he/she will be considered as a Participant (hereinafter referred to as “**Participant**”) of the Competition and he/she can start playing questions under the Competition.
- Subscriber can call any of the below short code (“**SC**”) and if he/she is eligible to participate in Competition, (please refer below for eligibility) application will re-route same call to Competition application (without disconnecting the call).

56789	54325	53000	54242
55555	56746	55444	54999
53111	55000	56070	53636
57575	55456	57333	554560274
50000	55715	56060	554560728
55256	58558	53463	56263
58585	56677	56000	57886
52525	56161	56300	52428
56633	51115	54000	56465
56720	5499981	50505	

- Logic of deciding Winner would be on the basis of highest point gainer and quickest answers given by key press.
- The subscriber would be prompted contest directly (from above mentioned short codes). Once user plays all the 30 questions of the week, normal entertainment application would be played. The user can continue playing for other weeks as per the weekly schedule.
- Competition will also be charged same as 56789 i.e. Rs. 9/min.
- 30 questions with 2 options will be played per user per week.
- 360 questions for 12 weeks, each correct answer will gives 1 point and wrong answer will give 0 point to the Participant.

5. Questions and Scoring

The Competition consists of a total of 360 questions, with 2 answer options each and the Participant can answer only 30 questions per week. All questions are in multiple choice format and the answer to each must be selected from one of the 2 options only.

The questions under the Competition shall be based on information available to public at large.

For every right answer the Participant will receive one point. There is no negative marking for a wrong answer.

6. Competition on Voice (IVR)/ OBD:

- Competition will be open for all the Subscribers of the above mentioned Circles of Vodafone India on the toll free number at 56789 (toll free) or on all SCs aforementioned on IVR or they can receive a call on OBD to play the Competition.
- Participant will be informed of the rules, prizes to be won and Terms and Conditions URL of the Competition on calling the toll free number 56789 or all SCs mentioned above.
- After every question and answer options, a “beep” prompt will be played. Participant can answer by dialing 1 for 1st option or 2 for 2nd option on the phone keypad only after the “beep” prompt.
- Once the Participant presses 1 or 2 on his/her phone keypad as his/her answer for the relevant question, Rs. 9/min- shall be immediately charged.

If the charging is unsuccessful, a “not charged” prompt will be played and the call will be disconnected. Such answer of the Participant shall be disregarded and this will remain as an unanswered question and may be given to the Participant again sometime later during the Competition Period. Such uncharged answer/s shall be disregarded for the purposes of Winner selection process.

- After every right answer, the Participant will be given his/her score, followed by the next question and the answer options and the process to answer the subsequent question. After every wrong answer the Participant will be played an appropriate prompt and given the next question and answer options.
- To listen to a question again Participant may press *.
- If a Participant stops playing the Competition, then he/she may resume playing by calling the toll free number 56789 or other SCs aforementioned, to receive the next question and answer options.
- If the Participant stops playing the Competition after answering the nth question then when he/she calls back, he/she will be played the (n+1)th question.
- If the Participant stops playing the Competition without answering the nth question, then when he/she calls back, he/she will be played the nth question, which maybe different than the question received previously i.e., if a Participant listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back, he/she will be played the 4th question which may be different from what he/she received previously.
- The Participant will be given the questions one after the other till he/she finishes answering all the questions.
- Once the Participant has answered all the questions during the Competition Period, he/she cannot answer the questions again.

- Participant will be charged Rs. 9/min for all key presses, except when he/she dials 9 or * or as otherwise expressly provided herein.

7. Prizes and Winner Selection Process

a) Grand Prize :-

The selection for the Grand Prize will be conducted after the Competition gets over. One MSISDN across all circle groups, with highest score in the least amount of time during that Competition Period will be selected as the winner of Grand Prize of Renault Qwid Car worth up to Rs. 5,00,000/-.

b) Weekly First Prize:

The selection for the Weekly First Prize will be conducted after the Competition gets over. One MSISDN across circle groups, with highest score in the least amount of time during that week will be selected as the Winner of Iphone 5s worth up to Rs. 50,000/-.

One MSISDN can win this prize only once in this Competition.

Weekly First Prize Winner cannot win weekly 2nd and 3rd prize for that week.

c) Weekly Second Prize:

The selection for the Weekly Second Prize will be conducted after the Competition gets over. One MSISDNs across circle groups, with the highest score in the least amount of time during that week will be selected as the winner of Talk Time worth up to Rs. 2,500/-.

One MSISDN can win this prize only once in this Competition.

Weekly Second Prize Winner cannot win 3rd prize for that week.

d) Weekly Third Prize:

The selection for the Weekly Third Prize will be conducted after the Competition gets over. One MSISDNs across circle groups, with the highest score in the least amount of time during that week will be selected as the winner of Talk time worth up to Rs. 1,000/-.

One MSISDN can win this prize only once in this Competition.

In case of a tie in the selection of Winners for Weekly 2nd and 3rd Prize, in the Competition, the Winner will be the MSISDN that has achieved the relevant score as detailed above, first in point of time, which shall be electronically recorded by an independent system of the Organizer.

In case of a tie in the selection of the Grand and Weekly First Prize, the score and time, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions will be considered and so on.

Weekly Schedule*

27-10-2016	02-11-2016
03-11-2016	09-11-2016
10-11-2016	16-11-2016
17-11-2016	23-11-2016
24-11-2016	30-11-2016
01-12-2016	07-12-2016
08-12-2016	14-12-2016
15-12-2016	21-12-2016
22-12-2016	28-12-2016
29-12-2016	04-01-2017
05-01-2017	11-01-2017
12-01-2017	18-01-2017

Classification of Circle Groups:-

S.No.	Circle Names	Zone
1	AP + CH+TN	South
2	ASSAM + NE +ORISSA	East
3	BIHAR	East
4	DELHI + JK + PUNJAB+ HP + HARYANA	North
5	GUJARAT	West
6	KERALA + KARNATAKA	South
7	MAHARASTRA	West
8	MUMBAI + RAJASTHAN + MP	West
9	UPW + UPE	North
10	KOLKATA + WB	East

- Without prejudice to the foregoing, the Participant shall not hold OnMobile, the **Independent Auditor** (defined below) or Vodafone India liable for the Winner selection process under this Competition.
- The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Competition will be witnessed by an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Winners, certify such process.

Notwithstanding anything to the contrary, the Participant hereby agree and confirm that they shall not raise any claims or disputes in relation to the Winner selection process and/or prizes conducted and distributed by the Organizer and Vodafone India in different Circles, as detailed in these Terms and Conditions. The Organizer also confirms that Vodafone India has no role to play in the selection of Winners or prizes in this Competition.

8. By entering the Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages including without limitation daily updates of Your score and such other updates of the current Competition, promotional updates on the current Competition or/and any such Competition(s) as may be active for participation during the Competition Period. Also the Participants may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming competition/s for 30 days from the date of commencement of such upcoming competition.
9. All prizes will be given after deducting various taxes, license fees and charges as applicable, except as otherwise stated in writing.
10. The Winners shall not be entitled to their respective prizes, in case he/she fails to clear all outstanding dues payable to Vodafone India and / or is not an active Subscriber of Vodafone India on the date of announcement of the prizes and as on the date of claiming the prize.
11. To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement period.
12. The list of the Winners of the prizes will be published on <http://vodafone.Competitionzone.in> and www.vodafone.in ("**Website**") after the end of the Competition and after all the Winner selection process are completed. All decisions of the Organizer in respect of all transactions under this Competition, 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.
13. The prizes offered in this Competition will be sponsored and distributed by OnMobile or a designated third party.

14. All prizes offered in this Competition are subject to availability. Organizer reserves the right, at its sole discretion, to provide alternate models or brands of the same value or issue a Bank Card or Bank Gift Voucher (defined below), for the value of the prize won under the Competition after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Voucher or Bank Card. Vodafone India shall not be liable for any issues arising out of, or pertaining to, such Bank Card.
15. After the selection and validation of the Winners of all the prizes under this Competition, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Winner(s) registered with Vodafone India, and will be given further details as to how, when and where they can redeem their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e. 080-67186344 or +91-80-49292425. The Organizer and Vodafone India shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. In the event the Winners do not answer the calls of the Organizer, an SMS will be sent to the MSISDN of the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes ("**Intimation**"). The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer, under the respective categories under the Competition. The prizes offered under the Competition may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Competition. In the event no special event is being conducted by the Organizer, the Winners shall be required to provide their address to which the prizes may be sent by the Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing the Competition. Delivery of prizes will be subject to the Winner giving the correct address and his/her availability there. The Winners agree that there shall be no liability on the Organizer or Vodafone India in the event the Winners cannot be contacted, on any account whatsoever. In the event that any of the Winners cannot be reached over phone or through SMS for a period of 3 days from the date of Intimation or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.
16. Without prejudice to the foregoing Clause 15, any failure on the part of the Winners of the Competition to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and/or the same prize will be given to the next eligible Winner, which shall in the case of Grand Prize Winner be limited to 2 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the place specified by the Organizer.

- 17.** These Terms and Conditions are subject to guidelines/ directions issued by the Department of Telecommunications (“DoT”), Telecom Regulatory Authority of India (“TRAI”) or any other statutory authority from time to time.
- 18.** Neither Vodafone India nor OnMobile shall be responsible for any claims arising out of technical failures before, during, between or after the completion of this Competition, including but not limited to any technical failures in the telephone lines, mobile connectivity, any action that has been initiated, actioned or completed through the Subscribers mobile phone, delay in, delay in time recorded for answering a question through IVR, mode including during the tie-breaker process, 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, neither Vodafone India nor the Organizer shall be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or Vodafone India.
- 19.** The Participant hereby agree and undertake not to hold the Organizer, Vodafone India and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of their participation in the Competition.
- 20.** Organizer, Vodafone India and their affiliates shall be entitled to use, in any manner, the details of the Participant, including the information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By subscribing to, and participating in the Competition, all participating Subscribers hereby agree and consent to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Subscribers to other Subscribers except as expressly mentioned in the Terms and Conditions herein. The Participant also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India. OnMobile shall remain solely responsible for collection, storage and usage of information related to participating Subscribers in accordance with applicable legal and regulatory guidelines in force.
- 21.** Prize(s) shall neither be transferable nor exchangeable for cash, unless otherwise expressly agreed by the Organizer. Mere participation in the Competition shall not entitle a Subscriber to the prize. No other person or agent can claim the prize on behalf of the Participant, unless expressly mentioned herein.
- 22.** A Bank Card/ Shopping Voucher acts as a pre-filled card, in which the Winner’s prize amount, less TDS if applicable, is available and is given to the Winners at the discretion of the Organizers an alternative of the prize(s) subject to availability of the prize(s). The Bank Gift Card can be used / swiped as a debit card in all outlets where Bank Cards are accepted. The Bank Card is valid for a minimum period of 6 (six) months from the date of its issue to the Winners. The applicable terms and conditions for such Bank cards shall be the terms and conditions

stipulated by the relevant bank. This Bank Card may be issued by the Organizer, at its sole discretion, to any category of prizes.

23. A Participant shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in clause 24 herein.

24. All prizes must be claimed by the Winners, along with the documents specified herein below within the time period specified by the Organizer. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):

- a. Identity proof;
- b. Address proof;
- c. Photocopy of PAN card;
- d. In case of Winner holding a post-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds Rs. 5,000/-, self-attested copy of the latest bill issued by the operator in respect of the Vodafone India number registered with the Organizer under the Competition;
- e. In case of Winner holding a pre-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds Rs. 5,000/-, an affidavit in the format provided by the Organizer, declaring that the Winner is the rightful Subscriber of the Vodafone India number and the same is registered with the operator in the name of the Winner; and
- f. Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable law.

25. 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 Organizer.

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

26. Organizer or Vodafone India is not liable for any direct or 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 for the prizes.

- 27.** Participant may directly contact OnMobile at the toll free number 08049292444 regarding any queries, complaints, disputes pertaining to the Competition between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, You may send an email to Competition@onmobile.com which will be answered on working days, between Monday to Friday. All queries, disputes and complaints arising in relation to the Competition must be addressed by You in writing to OnMobile only, and Vodafone India shall not, for any reason whatsoever, entertain any communication in this regard.
- 28.** Any Subscriber providing any incorrect information or concealing and/or withholding any information from the Organizer with an intent to participate and/or win any prize/s in this Competition will automatically be disqualified from participating in it and winning the different categories of prizes under the Competition. Such act of providing incorrect information or concealing and/or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Subscriber, shall entitle the Organizer to disqualify him/her without any further intimation.
- 29.** The Participant shall not have the right to claim any damages, loss or costs from the Organizer and/or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. Vodafone India and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as prize/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Competition. OnMobile and/or Vodafone India are also not liable for any defect or deficiency in the prize(s) so offered or availed by the Subscribers under this Competition.
- 30.** Apart from the entitlement to the above prizes, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organizer and/or Vodafone India, unless otherwise expressly specified herein.
- 31.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred in connection with the Competition.
- 32.** The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the prize(s) and on production of all such documents or papers as may be required by the Organizer before accepting the delivery of the prize. Any failure on the part of the Winners to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s).
- 33.** The Organizer, at its sole discretion, may or may not provide a cash alternative to any of the prizes being offered in this Competition.

34. The prizes shall be handed over by the Organizer on receipt of all the documents under Clause 24, from the Winners, required to process the distribution of the prize. For avoidance of doubts, the Winners shall be awarded only after successful verification of documents submitted by the Winners.
35. In all Competitions launched by Organizer and Vodafone India jointly ("**Vodafone Competition(s)**") for the financial year 2016-17, one individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, is entitled to win prizes aggregating up to Rupees Five Lakhs only ("**Threshold Limit**"). However,
- a. Notwithstanding the Threshold Limit, if an individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, has not achieved the Threshold Limit and subsequently wins an individual prize in the financial year 2016-17 which results in his/her cumulative winnings for the financial year 2016-17 crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2016-17. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any Vodafone Competition in the financial year 2016-17, individually results in him/her crossing the Threshold Limit in the financial year 2016-17;
 - b. Once any individual Winner, irrespective of the number of mobile connections registered in his/her name, achieves the Threshold Limit for the financial year 2016-17, he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in financial year 2016-17; and
 - c. In the event there are multiple Vodafone Competitions live simultaneously, the Winner announcement of which need not follow the same order as the respective Vodafone Competition launch dates, then the order of the Vodafone Competitions for the purpose of reckoning the Threshold Limit shall be as determined by the Organizer in its sole discretion, and no claims shall be made by any Participant in this regard.
36. In all Vodafone Competitions launched by the Organizer and Vodafone India jointly for the financial year 2015-16, one individual Winner, irrespective of number of mobile connections registered in his/her name, who has already won prizes totaling Rupees Ten Lakhs or more for such financial year 2015-16, will not be eligible to win prizes exceeding an aggregate of Rupees Ten Thousand or more, for the financial year 2016-17.
37. With regard to the Grand Prize the Winner will be eligible for the on-road price of such prize i.e. of the Renault Kwid. The Winners eligible for such prizes will not be liable to pay any applicable charges over and above the on-road price of the respective vehicles as applicable, but shall be liable to pay applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the afore-mentioned prizes. The ex-showroom price of the prize offered as Grand Prize i.e. Renault Qwid in this Competition shall not exceed net amount of Rs. 5,00,000/-. In case the specified model, type of the vehicle offered in this Competition as Grand Prize is discontinued or not available during or after the Competition, the Organizer shall at its

own discretion offer another vehicle of the same value which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the Grand Prize of this Competition and if the price of the vehicle increases during or after the Competition or at the time of prize distribution or Winner announcement period, the Organizer will only pay the value of the vehicle that was during the launch of the Competition and the Winner has to pay or bear the extra amount. The prize amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased.

- 38.** The value of the prize offered as the Weekly First Prize i.e. iPhone shall not exceed Rs. 50,000. In case the specified model, type of phone offered in this Competition as the First Prize is discontinued or not available during or after the Competition, the Organizer shall at its own discretion offer another phone of the same value which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the First Prize that he is eligible to in this Competition and if the price of the phone increase during or after the Competition or at the time of prize distribution/Winner announcement period, the Organizer will only pay the value of the phone that was during the launch of the Competition and the Winner has to pay or bear the extra amount. The prize amount shall be given by way of cheque in the name of the dealer from whom the phone is being purchased.
- 39.** This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of similar nature.
- 40.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 41.** Questions and their answers, designed and sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. The facts are based on largely known facts and any exceptions are not considered. In the event of any discrepancy and/ or dispute regarding the questions or answers, neither OnMobile nor Vodafone India nor any third party involved shall be liable towards any Participant(s) in any manner.
- 42.** Organizer or Vodafone India or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Participant(s) and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
- 43.** Vodafone India and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Competition or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at their sole discretion at any time during its validity as may be required including in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Participants from the time of its posting on the Website. You are therefore advised to check this Website regularly for

any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Competition. Your continued participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.

- 44.** Vodafone India and/or the Organizer shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, mobile connectivity, delay in sending or receiving an SMS, delay in time recorded for answering a question through voice mode or SMS or IVR or OBD, including during the tie-breaker process, any action that has been initiated, actioned or completed through the Participants mobile phone failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, the Organizer and/or Vodafone India shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone India or the Organizer.
- 45.** This Competition is being made purely on a “best effort” basis and participating in this Competition is voluntary, and subject to acceptance to these Terms and Conditions.
- 46.** This Competition contains factual references to the names of certain companies, products and individuals. The Organizer or Vodafone India 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.
- 47.** The employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in this Competition.
- 48.** Vodafone India and/or Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates without consent of the Participants.
- 49.** The Organizer and/or Vodafone India reserves 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 the Organizer or Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights and shall not give rise to any claim by any person.
- 50.** 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, Organizer and/or Vodafone India reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
- 51.** Organizer and/or Vodafone India does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant.

52. Organizer's and/or Vodafone India 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.
53. You, the Participant, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the Website, and all material or content related to the Competition shall remain, at all times, owned by OnMobile, Vodafone India or their respective owners. All material and content contained in this Website is made available for your personal and non-commercial use only. Any other use of the material and/or content on this Website, or any other means of communication is strictly prohibited.
54. These Terms and Conditions are subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to the Competition as a result of a Force Majeure Event. OnMobile and/or Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Participants.
55. Subject to any applicable law (a) warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Vodafone India and/ or OnMobile including, but not limited to, meeting of the Participant's requirements or aspirations, delay in time recorded for answering a question through voice mode including during the tie-breaker process due to technical snags including network failure or system error or otherwise, timeliness, security, the results or reliability of any scheme, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through any of the Competition or any transactions effected through the Competition; (b) The Participant expressly agrees that his/her participation in the Competition offered by Vodafone India is at the 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 Competition shall be construed to mean the giving of any warranty of any kind by Vodafone India or OnMobile.
56. The Participants shall indemnify and keep indemnified Vodafone India and OnMobile and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which OnMobile or Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers, any failure by the Participant to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participant. The Organizer, Vodafone India or their respective affiliates shall not be

responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any third party or otherwise in connection with the Competition.

- 57.** Neither Vodafone India nor OnMobile is responsible nor guarantees the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Competition. The participating Subscribers agree that the goods provided as prize will carry manufacturer's guarantee and in case of any deficiency in the goods, participant will contact the manufacturer only.
- 58.** Nothing in the Competition shall affect any intellectual property rights of Organizer and/or Vodafone India or any of its affiliates in any service made available on the Website.
- 59.** The Winner's name will be announced as registered in the system of Vodafone India.
- 60.** Failure by the Organizer to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of the Organizer shall at all times be binding and final.
- 61.** The provisions of this service, the Competition and any other promotional endeavor may not be used for any commercial purpose by any Subscriber.
- 62.** These Terms and Conditions are subject to laws of India, and subject to the Clause 63, the Courts at Mumbai shall have exclusive jurisdiction.
- 63.** Any disputes or any matter arising here from will be referred to arbitration, in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996 and shall be conducted by a sole arbitrator to be appointed by Vodafone India, whose decision shall be final and binding on the parties to the dispute. The arbitration proceedings shall be conducted in English language and the venue of arbitration shall be Mumbai.