



TERMS AND CONDITIONS –WIN BMW COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**WIN BMW COMPETITION**”. BY PROCEEDING WITH PLAYING THE **WIN BMW 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 BMW COMPETITION**.

Terms and Conditions

1. “**Win BMW Competition**”(hereinafter referred to as the “**Competition**”) is conceptualized, organized and hosted 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 (“**OnMobile**” or “**Organizer**”) and is open for participation for active¹ pre-paid and post-paid category of Subscribers² (“**Subscriber(s)**”) of Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited and Vodafone Spacetel Limited (hereinafter referred to as “**Vodafone India**”) as part of the Vodafone Competition Pack (hereinafter referred to as “**Competition Pack**”) during the period from **2nd August 2014, 00:00:01 hrs** till **30th October 2014, 23:59:59 hrs**, both days inclusive (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit.
2. The Competition is open for all active Subscribers who satisfy the eligibility criteria mentioned in Clause 3 below and who belong to the following Vodafone India telecom circles (“**Circle(s)**”) of ANDHRA PRADESH, ASSAM, NORTH EAST, BIHAR, DELHI, JAMMU & KASHMIR, GUJARAT, HARYANA, KARNATAKA, KERALA, MAHARASTRA, MADHYA PRADESH,ORISSA, MUMBAI, PUNJAB, HIMACHAL PRADESH, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, KOLKATA, WEST BENGAL, CHENNAI and TAMIL NADU who have successfully subscribed to the Competition Pack (hereinafter referred to as “**Competition Pack Member(s)**”) by following the subscription process mentioned hereunder. 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

¹An active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module (“**SIM**”) on a regular basis for purposes other than to participate in competitions under the Competition Pack or any other competitions offered by the Organizer and Vodafone India, jointly.

²Subscriber shall mean the rightful user of the Vodafone India connection, pre-paid or post-paid, in whose name the mobile phone connection number (MSISDN) is registered with the operator. In the event the number / connection is registered in the name of a company/ firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Competition, receive the prizes and accept the terms applicable for the Competition.



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.

3. Eligibility

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

- Subscriber must be of or above 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must be a Competition Pack Member;
- Subscriber must belong to any one of the Circles mentioned herein;
- Subscriber must be an active Subscriber;
- For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Rs.2 per day, during the Competition Period to be eligible to participate in the Competition for that day;
- Subscriber must not have been subject of any criminal proceeding;
- Subscriber must not have been either convicted and / or prosecuted for commission of any criminal offence nor 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 prohibited from entering any contractual relationship.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who is a Competition Pack Member and the terms and conditions of the Competition Pack shall be deemed to be incorporated herein.

Also, by participating in this Competition, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk;
- Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
- Warrant the accuracy, truthfulness and currency of all information that You have submitted; and
- Warrant that prior to subscribing to the Competition, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein and the terms and conditions of the Competition Pack.

The Competition will be known by and be made available in the below mentioned languages:

English, Malayalam, Telugu, Kannada, Tamil Hindi, Gujarati, Marathi, Punjabi and Bengali.

- A Competition Pack Member, by subscribing to the Competition Pack and/or participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the Winners (defined below) under



this 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, business exigencies, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the Organizer, its affiliates and associates or for any reason whatsoever.

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

4. Subscription Process to the Competition Pack

a. The active Subscribers may either call 5670330 (toll Free) or dial the Unstructured Supplementary Service Data (“USSD”) string *567*899# or SMS ACT LAKH to 144 or 111 (toll Free) or by double subscription through Out Bound Dialers (“OBD(s)”) or In Bound dialers to subscribe or through Wireless Access Protocol (“WAP”) by clicking on the link <http://10.10.5.215/t/2954>.

- Subscription to the Competition Pack is completely free other than the data charges applicable to the MSISDN of the active Subscriber to subscribe through WAP.
- As soon as a Subscriber sends a subscription request:
 - Through USSD or SMS, he/she will receive an acknowledgement on his/her number registered with Vodafone India telling him/her that his/her subscription request has been received.
 - Through OBD or Interactive Voice Response (“**IVR**”), a double subscription is required by pressing 1 and then 5 after which he/she will be informed that his/her subscription request has been received.
- Once the Subscriber has been successfully subscribed through any of the above mentioned methods in clause 4 (a), he/she will get an SMS on his/her number registered with Vodafone India informing him/her about the current or upcoming competitions, prizes to be won and that the current Competition can be played at just Rs. 5/- or Rs. 3/- or Re. 1/- per day, depending on the balance available on his/her number registered with Vodafone India.
- If the subscription is unsuccessful, the Subscriber will be sent an appropriate SMS on his/her number registered with Vodafone India telling him/her to try again later.



- All Competition Pack Members will automatically be eligible to play and win prizes offered in all competitions launched as part of the Competition Pack, as will be detailed in the terms and conditions of that respective competition. The prizes offered under the competitions may vary from one competition to the next.
- All Competition Pack Members will be charged Rs. 5/- , Rs. 3/- or Re 1/- per day, depending on the balance available on his/her number registered with Vodafone India, on all competition days, irrespective of whether they participate in any competition or not, once they have successfully subscribed to the Competition Pack until the completion of the competition or until they unsubscribe from the Competition Pack, whichever is earlier, unless the pricing has been revised for a particular competition or for all further competitions, in which case the price revision will be communicated in advance.
- The Competition Pack Members are required to maintain a minimum balance of Rs. 2/- per day throughout the period when there is any competition live under the Competition Pack. If a Competition Pack Member does not get charged continuously due to insufficient balance for a period of 30 competition days on which a competition is live, the system will automatically deactivate the Competition Pack Member from the Competition Pack, without any liability on the Organizer and the Competition Pack Member shall not have any claims against the Organizer and/or Vodafone India in this regard. The Competition Pack Member will be sent an SMS on his/her number registered with Vodafone India upon deactivation, which will also inform how he/she can subscribe again to the Competition Pack.
- If a Competition Pack Member wants to unsubscribe from this Competition Pack then it can be done by calling 5670330 toll-free or sending an SMS by typing CAN LAKH to 144 or 111. Upon effective un-subscription, an SMS will be sent to the number of the Competition Pack Member registered with Vodafone India confirming the un-subscription from the Competition Pack.
- All Competition Pack Members will be sent regular SMS updates and details about the current and the upcoming competitions informing about the prizes and charges with the terms and conditions URL of the specific competition. The SMS will contain the method of unsubscribing from the Competition Pack, so that the Competition Pack Members are educated about the same.
- Competition Pack Members will not be charged any amount on non-competition days (after the end of one competition, and before the start of the next competition).

b. A Subscriber can subscribe and unsubscribe to the Competition Pack multiple times- i.e. if he/she unsubscribes from the Competition Pack, he/she can subscribe again, at any time, if he/she wishes to do so during the validity of the Competition Pack. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again, in case there is a competition live on that day and therefore the amount deducted may be more than Rs. 5/- per day.



c. All Competition Pack Members will be sent an SMS on their numbers registered with Vodafone India before the launch of a competition, informing them about the upcoming competition.

- Please note that participating or playing this Competition is optional for the Competition Pack Members, however, from the date of commencement of this Competition till the end of the Competition or un-subscription from the Competition Pack, whichever is earlier, the Competition Pack Members will be charged in accordance with these Terms and Conditions.

5. Charging:

- All Competition Pack Members shall be allowed to play the Competition each day only after being charged successfully for each day.
- All Competition Pack Members on the first day of the Competition will be charged Rs.5/-, Rs. 3/- or Re. 1/-per day during the Competition Period, depending on the available balance on his/her number registered with Vodafone India, from 01:00:00 hours onwards (or from the day on which he/she becomes eligible to participate in the Competition), till the end of this Competition or till the day he/she unsubscribes from the Competition Pack, whichever happens first.
- All Subscribers who subscribe to the Competition Pack, after the Competition starts, will be charged Rs.5/-, Rs. 3/- or Re. 1/- per day, depending on the available balance on his/her number registered with Vodafone India, from that day till the end of the Competition or till he/she unsubscribes from the Competition Pack, irrespective of whether he/she plays the Competition or not.
- On subsequent days, the system will try to charge all Competition Pack Members Rs.5/-, Rs. 3/- or Re. 1/- per day, depending on the available balance on his/her number registered with Vodafone India at 01:00:00 hours, irrespective of successful charging or failure the previous day. This amount will not be refunded to Competition Pack Members under any circumstances.
- Competition Pack Members who do not have Rs. 5 balance will be charged Rs. 3 and the Competition Pack Members who do not have Rs. 3 balance will be charged Re 1 for that particular day.
 - If the charging is successful, the Competition Pack Member will get a confirmation SMS on his/her number registered with Vodafone India, along with the rules, prizes, Terms and Conditions URL, and the number on which s/he can call to participate in the Competition. If the charging is not successful, then the Competition Pack Member will be informed about such unsuccessful charging through an SMS.



6. Competition on Voice

- Competition will be available on voice on the toll-free number 5670330 for all Competition Pack Members.
- All Competition Pack Members of the Competition Pack can play the Competition each day, by calling the toll-free number 5670330, only after being charged for the day.
- Based on the amount charged, Competition Pack Members will be allowed to answer questions for each day:
 - Competition Pack Members who are charged Rs 5 will get to answer 7 questions;
 - Competition Pack Members who are charged Rs 3 will get to answer 5 questions; and
 - Competition Pack Members who are charged Re 1 will get to answer 3 questions.
- After every question and answer options, a “beep” prompt will be played. Competition Pack Members can answer the question by pressing 1 or 2 on their mobile phone keypad, only after the “beep” prompt.
- The questions under this Competition shall be based on information available to the public at large.
- The Competition consists of a total of 630 questions, with 2 answer options each.
- All Competition Pack Members can play only up to 7 questions on a particular day. There will be a fresh set of 7 questions every day.
- Competition Pack Members can press * to listen to a question again.
- For every right answer the Competition Pack Member will get 1 point. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Competition Pack Member will be played an appropriate prompt and will be given his/her updated score followed by the next question and answer options. If a Competition Pack Member stops playing the Competition after answering the nth question then when he/she calls back on the toll-free number 5670330 on the same day, he/she will be played the (n+1)th question. If a Competition Pack Member stops playing the Competition without answering the nth question then when he/she calls back on the toll-free number on the same day, he/she will be played the nth question of the day which may be different than the question previously received, i.e., if a Competition Pack Member listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back on the same day, he/she will be played the 4th question, which may be different from what he/she received previously.



- If the Competition Pack Member stops playing further questions, then he/she can continue playing by calling back on 5670330, on the same day, to receive the next question.
- Irrespective of whether or not the Competition Pack Member has answered all the questions on a particular day, when he/she calls on the next day, he/she will be played the first question of that day.
- The points scored by the Competition Pack Members in a day will not get carried over to the next day. His/her score will be reset at zero at the start of each day. The selection of the Winners for the Daily Prize/s for each day of the Competition will be based only on the points scored by a Competition Pack Member for each day of the Competition.
- The Competition Pack Member will be played the questions one after the other till he/she finishes answering all the questions for that day.
- The time taken for answering a question is calculated from the time the question, answer and the “beep” prompt finish playing till the time the Competition Pack Member provides an answer by pressing the relevant key.
- There will be a black-out time for the Competition every day between 11:45 PM and 12:15 AM of the next day. This black-out time will be communicated to all Competition Pack Members at the time of subscription to the Competition Pack. During this time, the Competition Pack Members will not be allowed to play the Competition.
- If a Competition Pack Member wishes to unsubscribe from the Competition Pack, that maybe done by calling the toll-free number 5670330 or by typing CAN LAKH as an SMS and sending it to 144 or 111 toll-free. Upon effective un-subscription an SMS will be sent to the number of the Competition Pack Member registered with Vodafone India confirming the un-subscription from the Competition Pack.

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

Bumper Prize:-The selection for the Bumper Prize will be conducted after the completion of the Competition. One MSISDN across all Circle-Groups, as per the classification of Circle-Groups* given below, with the minimum cumulative score of 315 points, in the least amount of time during the Competition Period will be selected as the Winner of a BMW Car 1 Series 118d Base worth up to Rs 26.8 Lakhs. The winning MSISDN will be removed from list of eligible MSISDNs for the 1st Prize and 2nd Prize.

1st Prize:-The selection for the 1st Prize will be conducted after the Winner of the Bumper Prize has been selected. One MSISDN, per Circle-Group, as per the classification of Circle-Groups* given below, with the minimum cumulative score of 250 points, in the least amount of time,



during the Competition Period will be selected as the Winner of Gold Voucher worth up to Rs 1 Lakh. The winning MSISDN will be removed from list of eligible MSISDNs for the 2nd Prize. The Winner is entitled to use the Gold Voucher, subject to the terms and conditions applicable to the Gold Voucher.

2nd Prize:- The selection for the 2nd Prize will be conducted after the Winner of the Bumper Prize and 1st Prize have been selected. Three MSISDNs across all Circle-Groups, as per the classification of Circle-Groups* given below, with the minimum cumulative score of 200 points, in the least amount of time, during the Competition Period will be selected as the Winner of iPhone 4S worth up to Rs 35,000.

1 Individual Winner, irrespective of the number of MSISDNs registered in his/her name with Vodafone India, shall be entitled to win either the Bumper Prize, 1st Prize or the 2nd Prize in this Competition and shall under no circumstances be entitled to win more than one of the above-mentioned prizes in this Competition.

Monthly Prize: -The selection for the Monthly Prize will be conducted at the end of each month as per the Monthly Schedule** given below. One MSISDN, per Zone, as per the classification of Zones*** given below, with the minimum cumulative score of 75 points, in the least amount of time, during the relevant month as mentioned in the Monthly Schedule** below will be selected as the Winner of Gold Voucher worth up to Rs 10,000 or a Mobile Phone worth up to Rs 10,000. One individual Winner, irrespective of the number of MSISDNs registered in his/her name with Vodafone India, shall be entitled to win the Monthly Prize only once in the Competition Period. The Winner is entitled to use the Gold Voucher, subject to the terms and conditions applicable to the Gold Voucher.

Daily 1st Prize:- One MSISDN, per Circle-Group, as per the classification of Circle-Groups* given below, with the score of 7 points, in the least amount of time, on each day, will be selected as the Winner of Recharge³ worth up to Rs.300/-. The winning MSISDNs will be removed from the list of eligible MSISDNs for Daily 2nd Prize and Daily 3rd Prize of each day. One MSISDN can win the Daily 1st Prize only once in the Competition.

Daily 2nd Prize:- The selection of the Winner for all the Daily 2nd Prize will be conducted after the Daily 1st Prize Winners of each day are selected. One MSISDN, per Circle-Group, as per the classification of Circle-Groups given below*, with the score of at least 5 points, in the least number of questions, in the least amount of time, on each day will be selected as the Winner of Recharge worth up to Rs 200/-. The winning MSISDNs will be removed from the list of eligible

³Recharge is the amount that will be given to the Winners as Talk-time, based on the available denominations/offers in the respective Circle or State. In case in any of the Circles or Circle-Groups, the talk-time recharge value or denomination offered in the Competition is not available, the Winners will be provided with the nearest value or denomination available for talk-time, data or SMS recharge which could be equal to or closest to the recharge value or denomination offered. All taxes and charges including but not limited to State tax, cess, operator charges etc. on such recharge will be applicable and will be borne by the Winner.



MSISDNs for Daily 3rd Prize of each day. One MSISDN can win the Daily 2nd Prize only once in the Competition.

Daily 3rd Prize:- The selection of the Winner for the Daily 3rd Prize will be conducted after the Daily 1st Prize and Daily 2nd Prize Winners of each day are selected. One MSISDN, per Circle-Group, as per the classification of Circle-Groups given below*, with the score of at least 3 points, in the least number of questions, in the least amount of time, on each day will be selected as the Winner of Recharge worth up to Rs 100. One MSISDN can win the Daily 3rd Prize only once in the Competition.

Classification of Circle-Group(s) and Zones:**

| S.No. | Circle-Groups | Zone |
|--------------|---------------------------|-------------|
| 1 | ANDHRA PRADESH | South |
| 2 | ASSAM + NORTH EAST | East |
| 3 | BIHAR | East |
| 4 | DELHI and JAMMU & KASHMIR | North |
| 5 | GUJARAT | West |
| 6 | HARYANA | North |
| 7 | KARNATAKA | South |
| 8 | KERALA | South |
| 9 | MAHARASTRA | West |
| 10 | MADHYA PRADESH + ORISSA | West |
| 11 | MUMBAI | West |
| 12 | PUNJAB + HIMACHAL PRADESH | North |
| 13 | RAJASTHAN | West |
| 14 | UTTAR PRADESH EAST | North |
| 15 | UTTAR PRADESH WEST | North |
| 16 | KOLKATA + WEST BENGAL | East |
| 17 | CHENNAI & TAMIL NADU | South |

****Schedule for Monthly Prizes:**

| Month | From | To |
|--------------|-------------|-----------|
| 1 | 2-Aug | 31-Aug |
| 2 | 1-Sep | 30-Sep |
| 3 | 1-Oct | 30-Oct |



- In the selection of the Bumper Prize or 1st Prize or 2nd Prize or Monthly Prize, in case of a tie in the score and in the time taken to answer, 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, and so on will be considered.
 - In case of a tie in the selection of any of the Daily Prizes as mentioned above, all the tied MSISDNs will receive the prize.
 - A Competition Pack Member is eligible to win more than one prize during the Competition Period, which means that s/he can win more than one prize provided s/he meets the above said criteria of the respective prizes, subject to Clause 33 and 34 below.
 - Without prejudice to the foregoing, the Competition Pack Members 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.
8. All prizes will be given after deducting various taxes, license fees and charges as applicable.
 9. All decisions of the Organizer in respect of all transactions under this Competition, including without limitation the selection of Winners and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
 10. All prizes offered in this Competition are subject to availability. The Organizer reserves the right to issue a Bank Gift Card (defined below), of the value of the prize won, for any of the prizes at its sole discretion.
 11. This Competition may contain factual references to the names of certain companies, products and individuals. The Organizer and Vodafone India make no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.



- 12.** 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., 080-67186352 or 080-67186344. The Organizer 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.
- 13.** Without prejudice to the foregoing Clause 12, any failure on the part of the Winner under this Competition to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and the same prize will be given to the next eligible Winner and which shall in the case of Bumper Prize Winners, is limited up to 3 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“**PAN**”) of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Competition and the prize shall not be transferable and no request shall be entertained by the Organizer or Vodafone India for such transfer. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the place specified by the Organizer.
- 14.** Competition Pack Members may directly contact OnMobile at 1800 1234 000 (toll-free) regarding any queries or complaints pertaining to the Competition between 9.30 AM and 6.30 PM on all working days from Monday to Friday. Alternatively, the Competition Pack Members may send an email to contest@onmobile.com which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Competition Pack Member in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.
- 15.** By participating in this 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 and alerts including without limitation daily updates on the score under the current Competition and updates



about current and upcoming competitions from the Organizer, as it may in its sole and absolute discretion decide.

- 16.** Organizer, Vodafone India and their respective affiliates shall be entitled to use, in any manner, the details of the Competition Pack Members 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 Competition, all Competition Pack Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Competition Pack Members to other Competition Pack Members unless expressly mentioned herein. The Competition Pack Members 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.
- 17.** Prize(s) under this Competition shall not be transferable. Cash alternative for the prizes above maybe given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle a Competition Pack Member to the prize. No other person or agent can claim the prize on behalf of the Competition Pack Member unless otherwise expressly mentioned herein.
- 18.** A Bank Gift Card 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 Organizer as an alternative of the prize(s) subject to availability of the prize(s). This Bank Gift Card can be used / swiped as a debit card in all outlets where Bank Gift Cards are accepted. The Bank Gift Card shall be 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 Gift Card shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by the Organizer, at its sole discretion, to any category of prizes under this Competition.
- 19.** A Competition Pack Member 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 20 herein.
- 20.** All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):

 - 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 Pack; and

- 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 owner of the Vodafone India number and the same is registered with the operator in the name of the Winner.

21. 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 Competition Pack Member earning prize in excess of INR 10,000 in a year in aggregate from all competitions / offers conducted by OnMobile Global Limited as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.

22. Organizer and Vodafone India are not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Competition Pack Member personally, including without any limitation applicable taxes to be borne by the Competition Pack Members eligible for the prize.

23. With regard to the Bumper Prize i.e. a BMW 1 Series 118d Base Car sponsored by OnMobile, OnMobile shall bear and pay, on behalf of the Winners, all tax deductions as applicable, in addition to the cost of the above-said prize. Without prejudice to the foregoing, the Winners will be solely liable for the logistics and all incidental costs including but not limited to costs incurred on travelling, insurance, any other taxes applicable as levied by the Central, State or Municipal government or any other liabilities related to the prizes.

24. The gold voucher which may be given to the Winner(s) as a prize shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source ("TDS") at 30.99% or as applicable from time to time and applicable Value Added Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold received.

25. The purity of the gold being offered as prize in this Competition will be of 22 carat certified gold. The Winners may use the gold vouchers being given in this Competition to purchase gold only up to the



value specified in the respective gold vouchers, irrespective of the rate of conversion of gold at the time of such purchase.

- 26.** The Competition Pack Members 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 Competition Pack Members under this Competition. OnMobile is also not liable for any defect or deficiency in the prize(s) so offered or availed by the Competition Pack Members under this Competition.
- 27.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Competition Pack Members in connection with the Competition.
- 28.** Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizer and Vodafone India including, but not limited to, meeting of the Competition Pack Member's requirements or aspirations, timeliness, security, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process due to technical snags including network failure or system error or otherwise, the results or reliability of the Competition, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition; (b) The Competition Pack Member expressly agrees that his/her participation in the Competition offered by the Organizer is at the Competition Pack Member's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Competition shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone India.
- 29.** The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) and on production of all such documents/papers as may be required by the Organizer mentioned herein 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).
- 30.** In respect of the BMW 1 Series 118d Base to be awarded as Bumper Prize under this Competition, the respective Winner will be entitled only for the on-road price of the BMW 1 Series 118d Base . The Winner eligible for the Bumper Prize will not be liable to pay any additional taxes over and above the total price but shall be liable to pay charges on the additional vehicle parts opted by the Winners to be purchased along with the BMW 1 Series 118d Base.
- 31.** The value of the prize offered as Bumper Prize i.e. BMW 1 Series 118d Base in this Competition shall not exceed Rs. 26.8 Lakhs (on-road price). In case the specified model, type of the vehicle



offered in this Competition as Bumper 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 Bumper 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.

- 32.** The list of Winners of the prizes shall be published on www.vodafone.in and vodafone.contestzone.in (“**Website**”) after the end of the Competition and after all Winner selection processes have been completed. The Terms and Conditions for the Competition may also be available on the website defined above. The Terms and Conditions of the Competition can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.
- 33.** In all competitions launched by Organizer and Vodafone India jointly (“**Vodafone Competition(s)**”) for the financial year 2014-15, 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 crossed the Threshold Limit and subsequently wins an individual prize in the financial year 2014-15 which results in his/her cumulative winnings for the financial year 2014-15 to cross the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2014-15. 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 2014-15, individually results in him/her crossing the Threshold Limit in the financial year 2014-15;
 - 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 2014-15, he/she will not be eligible to win prizes worth Rupees Ten Thousand or above in the financial year 2014-15; 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 Competition Pack Members in this regard.
- 34.** In all Vodafone Competitions held in the financial year 2013-14, if one individual Winner, irrespective of number of mobile connections registered in his/her name with Vodafone India, has already won prizes aggregating Rupees Ten Lakhs or more for such financial year 2013-14, he/she will be eligible to win prizes worth up to Rupees Ten Thousand only, for the financial year 2014-15.



35. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
36. This Competition is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India and/or OnMobile (“**Force Majeure Event**”). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to Competition Pack or this Competition as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of Competition Pack or the Competition caused as a result of such Force Majeure Event to the Competition Pack Members.
37. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
38. This Competition is 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.
39. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Competition Pack, so far as the same impact the terms and conditions of subscription to Competition Pack as are specifically provided on the Website, the terms and conditions of the Competition Pack shall prevail. In the event of any such discrepancies impacting the Terms and Conditions of this Competition, only these Terms and Conditions shall prevail and override the terms and conditions of the Competition Pack.
40. Questions and their answers are designed/ sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In the event of any discrepancy / dispute regarding the questions or answers, neither OnMobile nor Vodafone India nor any third party involved shall be liable towards any Competition Pack Member in any manner.
41. 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 Dream Diamond Competition and any such competition/s as may be active for participation during the Competition Period. Also, the Competition Pack Members may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming competition/s for 20 days from the date of commencement of such upcoming contest/competition.



- 42.** Neither Vodafone India nor OnMobile shall be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process, any action that has been initiated, actioned or completed through the Competition Pack Members mobile phone, failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, Vodafone India and /or OnMobile shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of OnMobile or Vodafone India.
- 43.** Organizer, Vodafone India nor 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 Competition Pack Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
- 44.** Organizer and Vodafone India 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 Competition Pack Members 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 the subscription to the Competition Pack and any other services offered on and/or through Competition Pack. Your continued subscription to Competition Pack and/ or participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.
- 45.** Any Competition Pack Member providing any incorrect information, concealing or withholding any information from the Organiser with an intent to participate and/or win the Competition will automatically be disqualified from participating in it and winning the different categories of prizes. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Competition Pack Member, shall entitle the Organiser to disqualify him/her without any further intimation.
- 46.** The Competition Pack Members 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 Competition Pack Members under the Terms and Conditions, any failure by the Competition Pack Member participating in the Competition to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Competition Pack Member. 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, whether in connection with the Competition Pack Members or the Competition.

- 47.** The employees, agents, associates, distributors, dealers of the Organizer or Vodafone India shall not be eligible to win any of the prizes offered in the Competition.
- 48.** Vodafone India and Organizer 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 Competition Pack Members.
- 49.** The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Competition Pack Member 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 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. .
- 50.** Any attempt by a Competition Pack Member to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, the Organizer and/or Vodafone India reserve the right to seek damages from any such Competition Pack Member to the fullest extent permitted by law.
- 51.** Failure by the Organiser 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.
- 52.** Organizer and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Competition Pack Members.
- 53.** This Competition is being made purely on a “best endeavor” basis and participation of eligible Competition Pack Members is voluntary, and subject to acceptance of these Terms and Conditions.



- 54.** Organizer, Vodafone India and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Competition Pack Member in respect of the Competition.
- 55.** You, the Competition Pack Member, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP, Website and all material or content related to the Competition shall remain, at all times, owned by OnMobile, Vodafone India or its respective owners. All material and content contained in this Website is made available for Your personal and non-commercial use only. Any other use of the material/ content on this Website, WAP or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 56.** Nothing in the Competition shall affect any intellectual property rights of the Organizer or Vodafone India or any of their affiliates in any product or service made available on the Website.
- 57.** 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 Vodafone India and/or OnMobile, unless otherwise expressly provided hereunder.
- 58.** By participating in the Competition, the Competition Pack Members consent to the following information relating to them to be exchanged between Vodafone India, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer may deem fit, for the purpose of Winner announcement: name, mobile phone number, score and/or photograph.
- 59.** The Competition Pack Members hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Competition Pack Members (including Competition Pack Member name and photograph etc.) shall be used by Vodafone India and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India's brand.
- 60.** The Winner's name will be announced as registered in the system of Vodafone India.
- 61.** The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an active Subscriber of Vodafone India on the date of claiming the prize/s.
- 62.** These Terms and Conditions are subject to Indian laws and the Courts at Bangalore shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.