



## **TERMS AND CONDITIONS – WIN CAR COMPETITION**

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

1. “**Win Car 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 active<sup>1</sup> pre-paid and post-paid category of Subscribers<sup>2</sup> (hereinafter referred to as “**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**”) during the period from **27<sup>th</sup> November 2013, 00:00:01 hrs to 25<sup>th</sup> January 2014, 23:59:59 hrs** (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit, and any such change shall be published on the website, <http://vodafone.contestzone.in> and [www.vodafone.in](http://www.vodafone.in) (“**Website**”).
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, BIHAR, DELHI, GUJARAT, HARYANA, HIMACHAL PRADESH, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, MUMBAI, NORTH EAST, ORISSA, RAJASTHAN, WEST BENGAL, UTTAR PRADESH EAST, UTTAR PRADESH WEST, JAMMU & KASHMIR, PUNJAB, CHENNAI & TAMIL NADU.

### **3. Eligibility**

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

- He/she must be of or above 18 years of age;
- He/she must be a resident of India;

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<sup>1</sup> An 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 this Competition or any other competitions offered by the Organizer and Vodafone India, jointly.

<sup>2</sup> Subscriber 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.



- He/she must belong to any one of the Circles mentioned herein;
- He/she must be an active Subscriber;
- 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.

This Competition is open to Subscribers who have successfully subscribed to the Vodafone Competition Pack (“**Competition Pack Members**”) and to active Subscribers who are not Competition Pack Members. Any active Subscriber playing this Competition shall be referred to as a “**Participant**” throughout these Terms and Conditions. For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a Participant.

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 playing this Competition, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.

The Competition will be available in the below mentioned languages:

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

A Participant, by 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 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, 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. Participants who are roaming outside their home Circle will be barred from playing the Competition.

Further, the Participants 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 Winners or to forfeit the prize, at its sole discretion.

4. These Terms and Conditions are available on the Website. The Terms and Conditions can be amended or varied from time to time or withdrawn without prior notice to You and therefore, please visit the Website to keep Yourself updated and informed. This Competition is available on voice and on Short Message Service (“**SMS**”).

5. **Charging:**



- The questions in the Competition are divided into three levels (“**Level(s)**”). All Participants of the Competition will be charged Rs.2 or Rs.3 or Rs. 4 per question, under each Level. Therefore:
  - (i) for answering each question under Level 1, Rs.2/- per question shall be charged to the Participant;
  - (ii) for answering each question under Level 2, Rs. 3/- per question shall be charged to the Participant; and
  - (iii) for answering each question under Level 3, Rs. 4/- per question shall be charged to the Participant.
- A Participant will be charged only if he/she plays the Competition. There will not be any automatic deduction of charges for this Competition.
- The charged amount will not be refunded to Participants under any circumstances.

## **6. Competition on Voice**

- Competition will be available on the toll-free number 5670330 or 567035.
- All the Participants can play the Competition, by calling the toll-free number 5670330 or 567035.
- Participants will be informed of the rules, prizes, Terms and Conditions URL of the Competition, on calling the number 5670330 or 567035 to play the Competition
- All questions under this Competition shall be based on general information available to the public at large.
- The Competition consists of questions with 2 answer options each.
- All Participants may choose to play all questions at a time, else he/she can continue playing on any of the days during the Competition Period.
- On completing answering all the questions under each Level, an appropriate prompt will be played intimating the Participant of completion of the relevant Level followed by questions of the subsequent Level. Once the Participant finishes answering all questions under all three Levels, an exit prompt will be played and the call is dropped.
- In the event that the Participant is a Competition Pack Member, regular SMSs will be sent to his/her number registered with Vodafone India informing him/her of the Win Gold Competition; if the Participant is not a Competition Pack Member, informational SMSs will be sent to his/her number registered with Vodafone India regarding Win Gold Competition of the Competition Pack and the prizes therein.
- Participants can press \* to listen to a question again.
- Participants can press 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option on the phone keypad to answer.
- After every question and answer options, a “beep” prompt will be played after which the Participant can answer the relevant question. Once the Participant presses 1 or 2 on his keypad as his/her answer for the relevant question, Rs. 2 or Rs. 3 or Rs. 4 shall be immediately charged, depending on the Level at which the Participant is



playing the Competition. If the charging is unsuccessful, a “not charged” prompt will be played and the call will be dropped. Such answer of the Participant shall be disregarded for the purposes Winner selection.

- For every right answer the Participant will get 1 point. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Participant will be played an appropriate prompt, with his/her updated score and given the next question and answer options.
- If Participant stops playing the Competition after answering the nth question then when he/she calls back on the toll-free number as mentioned above, he/she will be played the (n+1)th question. If a Participant stops playing the Competition without answering the nth question then when he/she calls back on the toll-free number, he/she will be played the nth question, which may be different than what was played to him/her earlier i.e., if a Participant listens to the 4<sup>th</sup> question but drops the call without answering the 4<sup>th</sup> question, then when he/she calls back, he/she will be played the 4<sup>th</sup> question which maybe different from what he/she received previously.
- If a Participant stops playing after answering the nth question then he /she will be sent a reminder SMS on his/her number registered with Vodafone India at periodic intervals from the time he/she stops playing the Competition.
- The Participant will be played the questions one after the other till he/she finishes answering all the questions of the Competition.
- If a Participant is a Competition Pack Member who is playing the Win Gold Competition and the Win Car Competition during the same period, such Competition Pack Member shall be played the questions relating to the Win Gold Competition before the questions of this Competition, subject to the Participant having sufficient balance to play this Competition after the Win Gold Competition.

## **7. Competition on SMS:**

- Participants can play this Competition on SMS, by sending WIN as an SMS to the toll free number 5670330.
- For all Participants who are participating in the Competition for the first time, a welcome SMS is sent to the number of the Participant registered with Vodafone India, informing him/her about the prizes to be won and the URL of the Terms and Conditions.
- A Participant shall be charged Rs. 2/-, Rs 3/- or Rs. 4/- for every SMS sent as an answer to the corresponding question depending on the Level of questions. If a Participant has not been charged for a particular question, depending on the amount to be charged per question under the relevant Level, such answer shall be disregarded for the purposes of Winner selection. An SMS will be sent to the number of the Participant registered with Vodafone India informing him of such unsuccessful charging.
- The questions under this Competition shall be based on general information available to the public at large.
- The Competition consists of questions with 2 answer options each. Participants can answer the questions by sending 1 or 2, as a response to the questions to the number 5670330.



- All Participants may choose to play all questions at a time, else he/she can continue playing on any of the days during the Competition Period.
- For every right answer the Participant will get 1 point. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Participant will be sent an appropriate SMS on his/her number registered with Vodafone India and given the next question.
- If a Participant does not receive the (n+1)th question after answering the nth question then when he/she sends the keyword 'WIN' on the toll-free number, as mentioned above he/she will be sent the (n+1)th question.
- On completing answering all the questions under each Level, an appropriate SMS will be sent to the number of the Participant registered with Vodafone India intimating the Participant of completion of the relevant Level followed by questions of the subsequent Level. Once the Participant finishes answering questions under all three Levels, an SMS will be sent to the number of the Participant registered with Vodafone India informing him/her that he/she has completed the Competition.
- If a Participant stops playing the Competition after answering the nth question then he /she will be sent a reminder SMS on his/her number registered with Vodafone India at periodic intervals from the time he/she stops playing the Competition.
- The Participant will be sent the questions one after the other till he/she finishes answering all the questions of the Competition.
- The Competition can be played only once by a Participant.
- Once the Participant has completed playing this Competition and if he/she has not played the Win Gold Competition, an SMS will be sent to the number of the Participant registered with Vodafone India informing him/her of the Win Gold Competition.

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

**Level 1 Prizes-**

**Level 1- 1st Prize:-** The selection for the Level 1 – 1<sup>st</sup> Prize will be conducted after the Competition ends. 1 MSISDN across all Circle-groups\*, with minimum 75 points, in Level 1, during the Competition will be selected as the Winner of a Gold Voucher worth up to Rs. 10,000. The winning MSISDN will be removed from the list of eligible MSISDN's for Level 1 – 2<sup>nd</sup> and 3<sup>rd</sup> prizes.

**Level 1- 2<sup>nd</sup> Prize:-** The selection for the Level 1 – 2<sup>nd</sup> Prize will be conducted after the Competition ends and after the selection of the Level 1 – 1<sup>st</sup> Prize Winner is completed. 1 MSISDN per Circle-group\*, with minimum 45 points, in Level 1, will be selected as the Winner of a digital camera worth up to Rs. 5,000. The winning MSISDN will be removed from the list of eligible MSISDN's for Level 1 – 3<sup>rd</sup> prize.



**Level 1- 3<sup>rd</sup> Prize:-** The selection for the Level 1 – 3<sup>rd</sup> Prize will be conducted after the Competition ends and after the selections of the Level 1 – 1<sup>st</sup> Prize and 2<sup>nd</sup> Prize Winners are completed. 1 MSISDN per Circle-group\*, with minimum 25 points, in Level 1, will be selected as the Winner of a mobile phone worth up to Rs. 2,500.

**Level 1- Daily Prize:-** 1 MSISDN, per Circle-group\*, with a minimum of 5 points during the Competition Period, in Level 1, will be selected as the Winner. For the purpose of Winner selection hereunder, all Participants who have scored a minimum of 5 points during the Competition Period shall be eligible to win the Level 1- Daily Prize. Once an MSISDN is selected as the winning MSISDN of Mobile Recharge<sup>3</sup> worth up to Rs. 100 for the Level 1- Daily Prize, then that MSISDN will not be eligible to win the same prize again during the Competition Period.

### **Level 2 prizes-**

**Level 2- 1<sup>st</sup> prize-** The selection for the Level 2 – 1<sup>st</sup> Prize will be conducted after the Competition ends. 1 MSISDN across all Circle-groups\*, with minimum 225 points, in Level 2, during the Competition will be selected as the Winner of Bajaj Pulsar 150cc motorbike worth up to Rs. 75,000. The winning MSISDN will be removed from the list of eligible MSISDN's for Level 2 – 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> prizes.

**Level 2- 2<sup>nd</sup> prize-** The selection for the Level 2 – 2<sup>nd</sup> Prize will be conducted after the Competition ends and after the selection for the Level 2 – 1<sup>st</sup> Prize Winner is completed. 1 MSISDN per Circle-group\*, with minimum 150 points, in Level 2, will be selected as the Winner of cash worth up to Rs. 25,000. The winning MSISDN will be removed from the list of eligible MSISDNs for Level 2 – 3<sup>rd</sup> and 4<sup>th</sup> prizes. All cash prizes shall be given by way of a cheque addressed in the name of the Winner.

**Level 2- 3<sup>rd</sup> prize-** The selection for the Level 2 – 3<sup>rd</sup> Prize will be conducted after the Competition ends and after the selections for the Level 2 – 1<sup>st</sup> and 2<sup>nd</sup> Prize Winners are completed. 1 MSISDN per Circle-group\*, with minimum 100 points, in Level 2, will be selected as the Winner of a home theatre system worth up to Rs. 15,000. The winning MSISDN will be removed from the list of eligible MSISDNs for Level 2 – 4<sup>th</sup> prize.

**Level 2- 4<sup>th</sup> prize-** The selection for the Level 2 – 4<sup>th</sup> Prize will be conducted after the Competition ends and after the selections for the Level 2 – 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Prize Winners are completed. 1 MSISDN per Circle-group\*, with minimum 50 points, in Level 2, will be selected as the Winner of a smart phone worth up to Rs. 10,000.

**Once a Winner has been selected for a prize, that individual Winner (irrespective of the number of MSISDNs registered in his/her name) cannot win any other prize in Level 2 of the Competition.**

### **Level 3 Prizes-**

**Bumper Prize-** The selection for the Bumper Prize will be conducted after the Competition ends. 1 MSISDN across all Circle-groups\*, with the highest score, across all 3 Levels of the Competition, during the Competition Period will be selected as the Winner of Volkswagen Polo Car worth upto Rs. 5,00,000. The winning MSISDN will be removed from the list of eligible MSISDN's for Level 3 – 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> prizes.

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<sup>3</sup> Recharge 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 shall be borne by the Winner.



**Level 3 – 1<sup>st</sup> Level Prize-** The selection for the Level 3 – 1<sup>st</sup> Prize will be conducted after the Competition ends and after the selection of the Bumper Prize Winner is completed. 1 MSISDN across all Circle-groups\*, with minimum 500 points, in Level 3, will be selected as the Winner of Karizma ZMR motorbike worth up to Rs. 1,00,000. The winning MSISDN will be removed from the list of eligible MSISDNs for Level 3 – 2<sup>nd</sup> and 3<sup>rd</sup> prizes.

**Level 3 – 2<sup>nd</sup> Level Prize-** The selection for the Level 3 – 2<sup>nd</sup> Prize will be conducted after the Competition ends and after the selection of the Level 3 – Bumper Prize and Level 3-1<sup>st</sup> Prize Winners are completed. 1 MSISDN per Zone\*, with minimum 250 points, in Level 3, will be selected as the Winner of cash worth up to Rs. 75,000. The winning MSISDN will be removed from the list of eligible MSISDNs for Level 3 – 3<sup>rd</sup> prize. All cash prizes shall be given by way of a cheque addressed in the name of the Winner.

**Level 3 – 3<sup>rd</sup> Level Prize-** The selection for the Level 3 – 3<sup>rd</sup> Prize will be conducted after the Competition ends and after the selection of the Level 3 – Bumper Prize, Level 3-1<sup>st</sup> Prize and Level 3- 2<sup>nd</sup> Prize Prize Winners are completed. 1 MSISDN per Circle-group\*, with minimum 125 points, in Level 3, will be selected as the Winner of LED TV worth up to Rs. 50,000.

**Once a Winner has been selected for a prize, that individual Winner (irrespective of the number of MSISDNs registered in his/her name) cannot win any other prize in Level 3 of the Competition.**

**\*Classification of Circle-groups:**

<i>S.No.</i>	<i>Circle-group(s)</i>	<i>Zone</i>
1	ANDHRA PRADESH	South
2	KARNATAKA	
3	KERALA	
4	CHENNAI	
5	TAMIL NADU	
6	ASSAM	East
7	NORTH EAST	
8	BIHAR	
9	KOLKATA	
10	WEST BENGAL	
11	ORISSA	North
12	PUNJAB	
13	HIMACHAL PRADESH	
14	JAMMU & KASHMIR	
15	UTTAR PRADESH (EAST)	
16	UTTAR PRADESH (WEST)	
17	DELHI	



18	HARYANA	West
19	RAJASTHAN	
20	MAHARASHTRA	
21	MUMBAI	
22	MADHYA PRADESH	
23	GUJARAT	

- For the purposes of selecting the Winner of the Level 1-Daily Prize in the Tamil Nadu and Chennai Circle, the Participant who is the first to score 5 points, during the Competition Period, will be selected as the Winner of the of the Level 1- Daily Prize for the TN and Chennai Circle. In case of a tie in the selection of the Level 1 – Daily Prize, for all other Circle-groups, the Winner will be selected through a system generated process scrutinized by an independent audit committee.
  - In case of a tie in the selection in any of the other prizes under any Level, 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.
  - A Participant is eligible to win more than one prize during the period of the Competition, which means that he/she can win more than one prize provided he/she meets the above said criteria of the respective prizes.
- 9.** If a Participant plays the Competition over both the channels (Voice & SMS), his/her score will only be cumulative and not exclusive for each of the channels. ie: if the Participant has started playing the Competition on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the Winner selection for all the prizes.
- 10.** All prizes will be given after deducting various taxes, license fees and charges as applicable.
- 11.** The list of Winners of all prizes will be announced after the end of the Competition and after all the Winner selection processes are completed.
- 12.** All Prizes offered in this Competition will be sponsored and distributed by the Organizer or any third party.
- 13.** All decisions of 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 correspondence or communication shall be entertained in this regard.
- 14.** All incidental costs/taxes/levies related to the prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, wealth tax (if any), road tax, insurance and any other taxes applicable by the Central, State or Municipal government.





15. After the selection and validation of the Winners of all the prizes under the Competition, the Winners will be contacted, by calling them on 3 consecutive days on the number of the Winner registered with Vodafone India, and will be given further details as to how, when and where they can collect their respective prizes. 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 requested to provide their address to which the prizes may be sent by Organizer, by calling the number provided in the SMS within 7 days from the date of sending the SMS, 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 Winners giving the correct address and his/her availability there. The Winners agree that there shall be no liability on Organizer in the event such message does not reach such Winner on any account for any reason 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 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. 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 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. 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.
18. Participants may directly contact OnMobile at 1800 1234 000 (toll-free) regarding any queries / complaints pertaining to the Competition between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, Participants may send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Participants in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.
19. 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 Yourscore in the Competition, promotional updates on the Win Gold Competition and such other updates from the Organizer, as it may in its sole and absolute discretion decide.
20. Organizer, Vodafone India or their affiliates shall be entitled to use, in any manner, the details of the Participants including the Information i.e. name, photograph, Vodafone India mobile number, address etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Competition, all Participants hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants, unless otherwise mentioned herein.



- 21.** By participating in the Competition, Participants 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. 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.
- 22.** Prize(s) shall not be transferable. Cash alternative for the prizes above may be given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle a Participant to a prize. No other person or agent can claim the prize on behalf of the Winner, unless expressly specified herein.
- 23.** All prizes offered in this Competition are subject to availability. Organizer reserves the right to provide alternate models or brands of the same value, for any of the prizes or issue a Bank 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 Voucher.
- 24.** The value of the vehicle offered as Level 2, 1<sup>st</sup> Level Prize in this Competition i.e. Bajaj Pulsar 150 cc motorbike shall not exceed Rs. 75,000 (ex-showroom price), for Level 3, Bumper Prize, i.e., Volkswagen Polo, the value shall not exceed Rs. 5 Lakh (ex-showroom price) and for Level 3, 1<sup>st</sup> Level Prize, i.e., Karizma ZMR, the value shall not exceed Rs 1 Lakh (ex-showroom price). In case the specified model, type of car or motorbike offered in this Competition under any Level is discontinued or not available during or after the Competition, the Organizer will 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 or type of vehicle of the same brand mentioned as the Level 2, 1<sup>st</sup> Level Prize, Level 3, Bumper Prize or Level 3, 1<sup>st</sup> Level Prize of this Competition and if the price of any of the vehicles increase 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 relevant vehicle that was during the launch of the Competition and the Winner has to pay/bear the extra amount. The prize amount shall be given by way of cheque in the name of the dealer from whom the respective vehicles are being purchased. The Winners entitled for such prizes will be liable to pay any applicable charges over and above the ex-showroom price which shall include but not be limited to applicable taxes, levies, charges on the additional parts opted by the Winner(s) to be purchased along with the afore-mentioned prizes or any other costs or charges which may be levied by the Central, State or Municipal authority or government or any other liabilities related to the prize/s.
- 25.** 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”) @ 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.
- 26.** The purity of the gold being offered as prize in this Competition will be of 22 carat certified gold.



- 27.** A Bank Voucher or Bank 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. This Bank Voucher can be used / swiped as a debit card in all outlets where Bank Cards are accepted. The Bank Voucher or Bank Card is valid for a period of 1 year from the date of its issue. The applicable terms and conditions for such Bank Vouchers shall be the terms and conditions stipulated by the relevant bank. This Bank Card or Bank Voucher may be issued by the Organizer, at its sole discretion, to any of the category of prizes.
- 28.** 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 29 herein.
- 29.** 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;
  - 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; and
  - f. Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable law.
- 30.** 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 respective Winners at the prevailing rate. 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 Participant , 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 or 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.
- 31.** 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 Participants under this Competition. OnMobile is also not liable for any defect or deficiency in the prize(s) so offered or availed, by the Participants under this Competition. The Participants shall not have the right to claim any damages, loss or costs from OnMobile for delay in delivery of the prize(s) on any grounds whatsoever.



32. The Participants shall not have the right to claim any damages, loss or costs from Organizer for delay in delivery of the prize(s) on any grounds whatsoever.
33. Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Participants in connection with the Competition.
34. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly **DISCLAIMED** by the Organizer including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of this Competition, or the delivery, quality, quantity, merchantability, delay in sending or receiving an SMS, delay in time recorded for answering a question through voice mode during the tie-breaker process, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition; (b) The Participant expressly agrees that his/her participation in the Competition offered by the Organizer is at the Participant's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Competition shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone India.
35. 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 before accepting the delivery of the prize.
36. The Prizes shall be handed over by the Organizer on receipt of all the documents, from the Winners, required to process the distribution of the prize.
37. The list of the Winners of the Prizes will be published on <http://vodafone.contestzone.in> and [www.vodafone.in](http://www.vodafone.in) after the end of the Competition.
38. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
39. 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 any Competition(s) thereunder as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of this Competition caused as a result of such Force Majeure Event to the Participants.
40. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
41. This Competition is subject to guidelines and directions issued by the Department of Telecommunications ("**DoT**"), Telecom Regulatory Authority of India ("**TRAI**") or any other statutory authority from time to time.
42. 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. In case there is any discrepancy or dispute regarding the questions or answers, neither OnMobile nor any third party involved shall have any liability towards any Winner.



- 43.** Vodafone India and 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 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 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.
- 44.** Organizer, Vodafone India or any of their group entities or affiliates, or 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 Participants and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
- 45.** Vodafone India and/or the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer/Competition or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion at any time during its validity as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or 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 the 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 and any other services. Your continued subscription to Competition thereunder will constitute Your acceptance of the latest revised Terms and Conditions.
- 46.** The employees of Vodafone India, OnMobile and their respective group companies, affiliates or associate companies shall not be eligible to win any of the prizes offered in this Competition.
- 47.** Vodafone India and Organizer may assign any or all of their respective rights under these Terms and Conditions to their affiliates or any third person without consent of the Participants.
- 48.** The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by Organizer or Vodafone India to enforce any of its rights at any stage does not constitute a waiver of those rights and shall not give rise to any claim by any person.
- 49.** Any attempt by a Participant to deliberately undermine the legitimate operation of the Competition is a violation of the applicable laws and should such an attempt be made, the Organizer and/or Vodafone India reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
- 50.** This Competition contains 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.
- 51.** Organizer and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant.



- 52.** Organizer's and Vodafone India's officials including their respective directors, officers, partners, employees, representatives, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Competition.
- 53.** You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP or Website and all material or content related to the Competition shall remain, at all times, owned by Vodafone India ,OnMobile and 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/ content on this Website, WAP site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 54.** 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 Participants under the Terms and Conditions, any failure by the Participant participating in this 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 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, in connection with the Competition.
- 55.** Nothing in the Competition shall affect any intellectual property rights of Vodafone India or the Organizer or any of their affiliates in any product or service made available on the Website.
- 56.** 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.
- 57.** The Participants and Winners hereby irrevocably authorize Vodafone India and its subsidiaries to use the data gathered during and/or after the Competition in respect of the Participant (including name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Vodafone India's brand.
- 58.** The Winners' names will be announced as registered in the system of Vodafone India.
- 59.** This Competition is being made purely on a "best endeavor" basis and participation of Participants is voluntary, and subject to acceptance of these Terms and Conditions.
- 60.** 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 announcement of the prize and as on the date of claiming the prize.
- 61.** These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Bangalore in respect of any disputes or any matter arising here from.