

## TERMS AND CONDITIONS GOVERNING THE ##Vi20FANFest 2023 CHALLENGE

### A. INTRODUCTION

THIS **#Vi20FANFest 2023 CHALLENGE** (HEREINAFTER “**CHALLENGE**”) IS OPTIONAL FOR THE SUBSCRIBERS OF **VODAFONE IDEA LIMITED** (HEREINAFTER REFERRED TO AS “**VIL/VODAFONE IDEA**”). THE ELIGIBLE SUBSCRIBER/S PARTICIPATING IN THE CHALLENGE SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE CHALLENGE

### B. DEFINITIONS

“**Eligible Subscriber/You**” shall mean a subscriber in whose name the Subscriber Identity Module (SIM) is registered with VIL.

### C. CHALLENGE DETAILS

#### I. **Challenge Period:**

**31<sup>st</sup> March 2023 to 28<sup>th</sup> May 2023.** VIL reserves the right to extend or shorten the period, as it deems fit. If, in any State and/or territory or part thereof, the running of this Challenge is prohibited as per local rules or laws or requires licenses, the Eligible Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Challenge. No further notice shall be given by VIL, in this regard.

#### II. **Challenge Description, Selection Process and Gratification:**

The Challenge will take place on Vi’s Facebook, Instagram, Twitter pages (hereinafter Vi’s Social Channels).

For every match day, VIL will push 5 skill-based questions on each of Vi’s Social Channels. Participants will have to answer the questions on every match day in the comment section of the posts.

On a computerised audit basis, 1 winner will be selected every match day, among those who have answered all the questions correctly. There will be a total of 59 winners during the Challenge Period who will be eligible to win **OnePlus 10R smartphone or a smartphone of similar value**.

On a computerised audit basis, 1 mega prize winner will be selected from amongst the participants who have answered all the match day questions correctly between the time period of 31<sup>st</sup> March, 2023 - 10<sup>th</sup> May, 2023. The mega prize winner will win a total of 2 tickets for the finals of the T20 championship, 2023. This will be inclusive of travel, stay and food.

#### III. **Winner Announcement:**

The challenge winners will be announced on Vi’s Social Channels. The decision of the auditor in this regard shall be final and binding, no dispute, shall be entertained by VIL.

### D. OTHER CONDITIONS:

- a. Multiple entries of the same individual/participant through single or multiple IDs will be dis- allowed.
- b. If the same person having different IDs has been selected more than once, in such event he /she will be awarded only one prize. A participant will be entitled to win only once during the entire Challenge Period. If a participant is declared as winner more than once, then he/she shall be entitled to only one prize.

- c. In consideration of participation in the Challenge, each participant grants a worldwide royalty free perpetual license to VIL to feature any or all of the submitted materials/entries in any and all media for publicity and wider communication purposes. In this regard, participants will not reproduce or otherwise use, transmit, share, download, rip or exploit the entry other than for the purposes of the Challenge and in strict accordance with the Challenge terms and conditions.
- d. In the event, the winner fails to provide required details for, the prize will not be issued to him/her. VIL reserves the right to declare another participant as the winner.
- e. The winners of the Challenge/ Challenge results will be announced on Facebook & Instagram stories on Vi Official pages. Shortlisted winners will be contacted through email or through phone for 3 consecutive times/days, and will be given further details as to how, when and where they can redeem their respective gratification(s). The winners are requested to acknowledge call/email. Failure on the part of winners to acknowledge the email or answer the call as stated herein or to redeem the gratification at the time of delivery/event will entitle VIL to disqualify the winner and replace him/her with another eligible participant. In the event, the winner fails to provide required details within 24 hours of notifying, the prize will not be issued to him/her. VIL reserves the right to declare another participant as the winner.
- f. All prizes offered in this Challenge are subject to availability. VIL reserves the right to provide alternate models or brands or colour of the same value or any lesser value nearest to the original value, for any of the prize/s as mentioned in the Terms and Conditions. Also, no request for any upgradation in the prize offered shall be entertained by the VIL. Model or brand or colour for alternate prize will be decided by VIL at its sole discretion, any choice by the winner in respect to model or brand or colour will not be considered in any case.
- g. VIL will provide the ticket for 2 people, accommodation for 1 day (One Room, Double Occupancy) and food (*breakfast/lunch/dinner*). Any additional expenses related to sight-seeing or any other activity will have to be solely borne by winner. Notwithstanding anything contained in this clause if the winner is from the city wherein the match is taking place, no accommodation will be provided.
- h. Winners shall obtain at his/her own cost for the relevant health and travel insurance which may be required to be taken.
- i. VIL shall be entitled to use, the details of the participant such as name, photograph, the prizes awarded to them etc. for their marketing purposes, if any. The participant also hereby agrees to the same. VIL may, at its discretion, choose not to disclose the identity of the participant to another participant unless expressly mentioned herein. The participant also consents to the information stored in the servers of VIL or its service providers, inside or outside India. Participants' personal information will be stored and processed in accordance with VIL Privacy Policy which is available at <https://www.myvi.in/privacy-policy>.
- j. You agree that VIL has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that you may have to share independently with third parties.
- k. Winners further understands that the goods provided as prize may carry manufacturer's guarantee and in case of any deficiency in the goods, winners will contact the manufacturer only.
- l. VIL is neither responsible nor guarantees the quality of the goods/services being offered as gratification(s) under E-commerce voucher.
- m. VIL assumes that the winner of the prize/gratification is a tax resident as per section 6 of the Income Tax Act, 1961.
- n. All incidental costs/taxes/levies related to the prize/gratification(s), if any, shall be exclusively borne by the winner. In case the value of any of the prize/gratification received by the winner exceeds INR 10,000 then the recipient of such prize/gratification will have to pay taxes @ 30% as per section 115BB of the Income Tax Act, 1961. Once the taxes are paid by the recipient, he shall provide the declaration in format attached herewith along with the copy of challan evidencing such tax payment.
- o. The winner agrees to participate in all promotional activity relating to the Challenge and further consents to VIL using his/her name, likeness, photo, image, and/or voice to picture, tape or portray him/her as a winner in any or all media.
- p. VIL is neither responsible nor guarantees the quality of the goods/services being offered as gratification(s).

- q. All incidental costs/taxes/levies related to the gratification(s), if any, shall be exclusively borne by the winner.
- r. The gratification will be subject to compliance with applicable documents and formalities as required by VIL.
- s. The gratification cannot be assigned or transferred.
- t. Under no circumstance shall the winners of the Challenge be entitled to redeem any category of prize for cash. VIL, at its sole discretion, shall not provide a cash alternative to any of the prize being offered in this Challenge.
- u. In event of the death of the winner, the prize will be given to the legal heirs/successors of the deceased winner at sole discretion of VIL. VIL shall have the rights to call for such documentary evidence of the legal heirs/successors as it deems fit and in case of no documentary proof or evidence of successors legal right to the prize shall be transferred to next eligible winner.
- v. The Challenge gratification cannot be used in conjunction with any alternative challenge or promotion.
- w. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge including but not limited to any technical failures in the mobile connectivity, internet connectivity. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL.
- x. The participant hereby agrees and undertakes not to hold VIL and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that you may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Challenge.
- y. The employees of VIL and their group companies, affiliate or associate companies shall not be eligible to participate in the Challenge.
- z. Post selection of winners, the prizes shall be sent by VIL/partner to the winners through courier.
- aa. VIL reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge or any part thereof including the eligibility criteria, other terms & conditions and gratification(s) at their sole discretion at any time during its validity. You are therefore advised to check our website regularly for any update(s) or amendment(s) made to these terms and conditions. All disputes must be addressed by the participant in writing to VIL directly. Participants can email VIL at [customercare@vodafoneidea.com](mailto:customercare@vodafoneidea.com) in case of any issues or complaint with respect to this Challenge.
- bb. Any disputes or any matter arising here from shall be governed in accordance with the laws of India, and the Parties submit to the exclusive jurisdiction of the courts of Mumbai, India.

**DECLARATION****Date:**

To,  
Vodafone Idea Limited  
10-12 Floor, Birla Centurian,  
Century Mills Compund,  
Pandurang Budhkar Marg,  
Worli, Mumbai - 400030

**Sub: Declaration for payment of taxes**

Dear Sir/Madam,

I \_\_\_\_\_<<Name of the winner>> having Permanent Account Number ("PAN") \_\_\_\_\_<<enter PAN of the winner>> have won the \_\_\_\_\_<<specify the type of reward won viz i-phone etc. value of which is more than Rs 10,000>> on the Vi mobile App in its campaign "RECHARGE AND WIN ASSURED REWARDS OFFER".

I hereby declare that I have paid the taxes of RS \_\_\_\_\_ at 30% on the entire value of the \_\_\_\_\_<<specify the type of reward won viz i-phone etc. value of which is more than Rs 10,000>> of Rs \_\_\_\_\_<<reward value>>. A copy of the challan no 280 for Assessment year \_\_\_\_\_<<specify the assessment year>> is enclosed as **Annexure** to this declaration. Since the appropriate taxes on the reward won is deposited by me to the Government, Vodafone Idea Limited will not be an "Assessee in default" under Section 201 of the income-tax Act, 1961.

I further confirm that the enclosed challan is towards the taxes deposited to the government specifically in connection with the reward won on Vi Mobile App in its campaign "RECHARGE AND WIN ASSURED REWARDS OFFER" and would not be utilized against any other income earned by me under PAN \_\_\_\_\_.

In future, in case the Tax authorities ask Vodafone Idea Limited to produce the acknowledgement of my income-tax return, I shall fully co-operate with Vodafone Idea Limited and share the acknowledgement of return of income filed by me as required by the Tax authorities.

**Yours sincerely,**

**<<Name of the winner and signature>>**

**Encl:** A copy of Challan 280