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## IDEA BEHTAR ZINDAGI SERVICE

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## Terms & Conditions of the Challenge for the participants

Please read these Terms and Conditions (T&C) carefully before registering to participate in this Idea "BehtarZindagiContest" By proceeding with your registration and participation in this Challenge you hereby acknowledge and accept the Challenge and thereby agree to be legally bound by its T&C mentioned hereunder. If you do not agree to abide by these T&C, please do not participate in this Challenge.

This Challenge is conceptualized, organized and conducted by HANDYGO TECHNOLOGIES PVT LTD, a company incorporated under the Companies Act 1956 and having its registered office HANDYGO TECHNOLOGIES PVT LTD,405, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi – 110001 | L: 011 66302001in association with Vodafone Idea Limited. having its Circle Office for Haryana at Idea Cellular Limited, Plot No-1, Anantraj Tech Park, 5th Floor, Sector-22, Panchkula – 134116, Haryana, India, Phone Number: +91-9812012345 Idea Haryana Circle Office Fax Number: +91-9990559908

Handygo Technologies Pvt. Ltd and Vodafone Idea Limited shall hereinafter be jointly referred to as "Organizers".

TERMS AND CONDITIONS (T&C)

This Challenge is purely on a "best effort" basis and participation of eligible Subscribers in this Challenge is voluntary. Handygo Technologies Pvt.Ltd. in association with Vodafone Idea Limited, reserves the right to participation in this Challenge.

1. Duration/ Period of the Challenge

This Challenge is open for a limited period from 17th Feb 2018 00:00:00 hours till 17th April 2018 23:59:59 hours ("Challenge Period").

## 2. Eligibility Criteria:

2.1 The Challenge is open for active1 pre-paid subscribers of Idea, who calls to Idea no. 5567800 ("Behtar Zindgi Contest") in telecom circle of Haryana only (the "Subscribers"). For the sake of clarity, a "Subscriber /Participant" for the purpose of this Challenge shall mean and include an individual/person, who is the rightful owner/user of the pre-paid or post-paid mobile connection of Idea, registered in HARYANA telecom circle and in whose name the mobile connection is active and registered as per the records maintained by Vodafone Idea Limited (and which shall be conclusive). In case a Participant is an employee of a company and the mobile connection used by him is registered in the name of an employing company, the employee /user can participate in the Challenge provided that the employing company issues a letter to this effect certifying that the particular employee/user has been allotted the specific mobile connection, and intended to be used by the employee for participating in the Challenge. For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who is a Subscriber.

2.2 In order to be eligible for this challenge a Participant must fulfill the following criteria-

He/She should be above 18 years of age.

He/She must be citizen of India.

He/she must not have been either convicted and / or prosecuted for commission of any offence.

He/she should not be of an unsound mind.

He/she must belong to the telecom circle mentioned above; and He/She must not have any criminal record nor should be of an unsound mind.

He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.

- 2.3. The employees of "Handygo Technologies Pvt. Ltd" and their group companies affiliate or associate companies; are not eligible to participate in this Challenge.
- 2.4. This Challenge is not available for Idea Employees and their relatives; also the subscriber of HARYANA roaming outside is not eligible to participate.
- 2.5. The participant with outstanding amount as dues pending and payable to Vodafone Idea Limited shall not be eligible to participate in this Challenge.
- 2.6 Also, by participating in this Challenge, You:
- A. Warrant that you have read, understood and agreed to confirm to these Terms and Conditions.
- B. Warrant the accuracy, truthfulness and currency of all information that you have submitted.
- C. Agree that you are entering into this Challenge as an independent party and nothing herein establishes an employer-employee relationship between you and Vodafone Idea Limited or between you and Handygo Technologies Pvt. Ltd and you are acting voluntarily, using your own time and resources to participate in the Challenge, solely at your own risk.
- D. Warrant that prior to participating in the Challenge, it shall be deemed that you have read and have agreed to be bound by the Terms and Conditions herein.
- E. Warrant that you shall be solely liable and responsible for the material or content, if any shared/ used by you while participating in this Challenge.
- F. Warrant that you shall not, while participating in this Challenge, indulge in any activity which is fraudulent, threatening, abusive, defamatory, vulgar, obscene, libelous, slanderous, profane, racially objectionable or hurt any religious or communal feeling, including, without limitation, any material that encourages conduct that would constitute a criminal offence or result in civil liability and shall not contain any material that enrages the public sentiments or violates any legislation or policy for the time being in force.
- 3. Participation, Charges & Selection of Top Performer/s
- (i) There will be total 60 Performers. Daily 1 performer will be decided as winner as per the selection criteria.
- (ii) The Participant(s) having the highest MOU (Minutes of usage) on IVR Shortcode 5567800 (Call charges Rs.3/minute) with minimum of 5 MOU or score will be declared as top Performer for that day.
- (iii) The declaration of Top Performer/ MOU's shall be made by Handygo Technologies Pvt. Ltd/ Vodafone Idea Limited in descending order starting from the highest MOU (Minutes of usage).

- (iv) In case of tie of MOU's participant with the higher Age on Service will be considered as Top Performer.
- (v) There will be total 60 daily top performers i.e. 1 performer each day. In case of tie of MOU's, participant with the higher Age on Service will be considered as Top Performer. And for the daily performer the participant(s) having the highest MOU (Minutes of usage) for the day will be declared as daily Performer for that day.
- 4 Gratifications

In total 60 Top Performers shall be declared by Handygo Technologies Pvt Ltd based on the highest MOU (Minutes of usage) with min 5 MOU or highest scorer after the end of Contest Period.

It is understood and agreed by the participants that mere participation to this Contest during the Contest Period i.e. from (17th Feb 2018 00:00:00 till 17th April 2018 23:59:59), does not entitle the participant/ subscriber/s to claim the Gratification. He /she should be declared Top Performers by Handygo Technologies PvtLtdin conformity with the terms of clause 3.2, to claim the Gratification(s) mentioned in clause 4 of this T&C. The gratification offered in this Contest is subject to availability.

The allocation of Gratifications to the Top Performers/ Top MOU's is as below:

BUMPER PRIZE	Eligibility Criteria	Frequency	Gratification	Total Count of Winner in Two Months	Amount	Total Amount
PRIZE	Top highest MOU's user Daily	Single winner every day = 1*60 in 2 Months time	Agriculture Products worth Rs . 1000/-	60	1000/ User	60000

- 5. Contest can be attempted as many times as the Participant wants to.
- 6. The gratification will be disbursed to the Participants who have fulfilled the eligibility criteria as stated above. Further, by participating in the Contest, the Participants hereby further understand and agree that Handygo Technologies Pvt. Ltd shall at its sole discretion be responsible for inter-alia the declaration of the Top Performers and delivery of the Gratification. The decision of Handygo Technologies Pvt. Ltd in this regard shall be final and binding upon the Subscriber.
- 7. Without prejudice to the foregoing, under no circumstance shall the Top Performers /Highest MOU's of the Contest be entitled to redeem any category of gratification for cash, unless expressly mentioned herein. Handygo Technologies Pvt. Ltd /Vodafone Idea Limited at its sole discretion, may or may not provide a cash alternative to the gratification being offered in this Contest.
- 8. The Top Performers shall be intimated through by calling/SMS which shall be done by Handygo Technologies Pvt. Ltd. As such, it is advisable that the Subscribers should keep their mobile phones in switched on mode. In case the Top Performers are unreachable for 48 hours continuously after the declaration, the next eligible performer shall be considered for the gratification. It is specifically mentioned that no information by post/courier/fax/telegram or any other mode shall be given by Handygo Technologies Pvt. Ltd.
- 9. By entering the Contest, the Subscribers confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and also agree to receive promotional messages from Handygo Technologies Pvt. Ltd/ VODAFONE IDEA LIMITED, as they may deem fit and proper, at their sole and absolute discretion.
- 10. The Subscribers including the Top Performers understand and agree that acceptance of the Gratifications by the Top Performers, constitutes grant of permission to VODAFONE IDEA LIMITED as well as Handygo Technologies Pvt Ltd and its affiliates, to click photographs of the Top Performers and use the Top Performers' names, photocopy, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for purposes of advertising and trade without any additional compensation whatsoever. The Subscribers including the Top Performers, hereby understands and gives his/ her irrevocable consent for sharing /submission of his/her personal information with Handygo Technologies Pvt. Ltd
- 11. Handygo Technologies Pvt. Ltd / VODAFONE IDEA LIMITED does not guarantee the quality of the goods/ services being offered as Gratifications nor is liable/ responsible for any defect or deficiency of goods or services so obtained/availed, by the Participant(s) under this Contest.
- 12. The Participants including the Top Performers understand and agree that the Gratification(s) under the Contest is neither assignable nor transferable under any circumstances. All the Gratifications shall be subject to such other terms and conditions as may be applicable to specific Gratifications and shall have to be duly complied with by the Top Performer(s).
- 13. The Organizer makes no representation of having a business relationship or tie up with any such companies, individuals or any other organization whose product is offered as gratification in the Contest. All trade names shall continue to remain owned by their respective owners.
- 14. The Participants understand and agree that in case the Gratification is not available, any gratification of equivalent value will be given by Handygo Technologies PvtLtd. All incidental costs/taxes/levies related to the Gratification(s) shall be exclusively borne by the subscriber including but not limited to TDS, Gift tax (if any), Road Tax, Insurance and any other taxes applicable by the government Central, State or Municipal, as applicable.
- 15. Apart from the entitlement to the above gratification, the Top Performers / Highest MOU's or their legal heirs, successors and representative will have no other rights or claims against the Organizers, unless expressly mentioned herein.
- 16. Subscribers may contact at sheetal.verma@handygo.com regarding any queries/complaints pertaining to the Contest between 9.30 AM to 6.30 PM, on working days from Monday to Friday. All disputes must be addressed by the Subscribers in writing to Handygo Technologies Pvt. Ltd and VODAFONE IDEA LIMITED shall neither be responsible nor shall entertain any communication in this regard.
- 17. The Subscriber hereby agrees and undertakes not to hold VODAFONE IDEA LIMITED /Handygo Technologies PvtLtd or any of their group entities or affiliates, their respective directors, officers, employees, agents, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that the Subscriber may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of the present Contest.
- 18. The Participants including the Top Performers understand and agree that VODAFONE IDEA LIMITED /Handygo Technologies Pvt. Ltd 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), to a Subscriber and/or any third party, directly or indirectly, by use or

non-use of the Gratification.

- 19. The gratification shall be handed over by Handygo Technologies Pvt. Ltd on receipt of all the documents from the Top Performers / Highest MOU's required to process the distribution of the gratification. This Contest including the gratification cannot be used in conjunction with any alternative offer or promotion of a similar nature.
- 20. Mere participation in the Contest shall not entitle a Subscriber to the gratification. No other person or agent can claim the gratification on behalf of the Subscriber, unless otherwise
- 21. The Gratification(s) must be claimed within 30 days of receiving the intimation from Handygo Technologies PvtLtd failing which VODAFONE IDEA LIMITED /Handygo Technologies PvtLtd reserves the right to forfeit the same.
- 22. This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, and act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of the Organizers ("Force Majeure Event"). The Organizers shall not be liable for any delay or adverse effect caused to this Contest thereunder as a result of a Force Majeure Event. The Organizers shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Subscribers within reasonable time.
- 24. The terms and conditions stated herein, shall not override the terms and conditions of the Subscriber Enrolment Form of VODAFONE IDEA LIMITED connections of any or all categories.
- 26. The Contest is valid subject to compliance with all formalities as required by VODAFONE IDEA LIMITED / Handygo Technologies Pvt. Ltd. Any failure on the part of the Subscriber to comply with the specified formalities shall disqualify the Subscriber.
- 27. This Contest 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.
- 28. The decision of VODAFONE IDEA LIMITED / Handygo Technologies Pvt. Ltd in respect of all transactions under this Contest shall be final and binding. The Organizers reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the Terms and Conditions and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Subscriber. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscriber from the time of its posting on the address Www.IDEAcellular.Com (Http://Www.Ideacellular.Com/). 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 participating in the Contest.
- 29. The Organizers are neither responsible nor guarantee the quality of the goods or services being offered as gratification nor are they liable for any defect or deficiency of goods or services so obtained/availed, by the Subscribers under this Contest. The Organizers are also not liable for any defect/deficiency in the gratification(s) so offered or availed, by the Subscribers under this Contest. The Subscribers shall not have the right to claim any damages, loss or costs from the Organizers for delay in delivery of the gratification(s) on any grounds whatsoever.
- 30. The Participant hereby understands and gives his/ her irrevocable consent for personal information relating to the participant to be exchanged with VODAFONE IDEA LIMITED, Handygo Technologies Pvt. Ltd and its vendors or published and/or communicated to/in any media that it may deem fit, and VODAFONE IDEA LIMITED, Handygo Technologies Pvt. Ltd or its vendors may, at their sole discretion choose to publish or disclose the name(s), phone number(s), score(s) and/or photographs of all Participants, if required, and specifically, of successful Participants.
- 31. The Participant acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content/website and all material or content related to the Contest shall remain, at all times, owned by Handygo Technologies Pvt. Ltd / VODAFONE IDEA LIMITED / 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 and/ or any information disseminated by SMS or any other means of communication are strictly prohibited.
- 32. The Organizers shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizers. Without limiting the generality of the foregoing, the Organizers shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Contest including but not limited to any technical failures in the mobile connectivity.
- 34. The gratification under this Contest is neither assignable nor transferable under any circumstance, unless specifically provided hereunder.
- 36. Any Subscriber providing any incorrect information or concealing/withholding any information from the Organizers with an intent to participate and/or be chosen as the Top Performers / Highest MOU's of the Contest will automatically be disqualified from participating in it and being chosen as the Top Performers / Highest MOU's of the different categories of gratification. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of IDEA number, domicile, payment of outstanding amount to IDEA or any other information provided by the Subscriber, shall entitle the Organizers to disqualify him/her without any further intimation.
- 37. A Subscriber 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 herein below for the purposes of receiving the gratification.
- 38. The Subscribers shall indemnify and keep indemnified the Organizers 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 the Organizers may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers under the Terms and Conditions hereunder, any failure by the Subscribers to comply with applicable law and any third party claim in respect of misuse of any information of a third party. The Organizers shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscribers. The Organizers 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 Top Performer / Highest MOU's or any third party, in connection with the Contest.
- 39. The Organizers or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the gratification offered in this Contest.

- 40. The Organizers may use sub-contractors or 3rd party vendors to execute certain tasks associated with this Contest without any consent from the Subscribers.
- 41. The Top Performer / Highest MOU's shall not be entitled to the gratification, in case he/she fails to clear all outstanding dues payable to IDEA and / or is not an active Subscriber of IDEA on the date of announcement of the gratification and as on the date of claiming the gratification.
- 43. The Organizers reserve the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Contest, without giving any prior intimation to the Subscriber. Failure by the Organizers to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 44. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Contest is a violation of laws and should such an attempt be made, the Organizers reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
- 46. The officials of the Organizers, including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the Contest.
- 47. The provisions of this service, the Contest and any other promotional endeavor may not be used for any commercial purpose by any Subscriber.
- 49. The Terms & Conditions are subject to laws of India and to the exclusive jurisdiction of the in Panchkula.

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