



# TERMS AND CONDITIONS OF IDEA DIALERTONE RECHARGE OFFER( IDEA UPEAST CIRCLE)

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PLEASE READ THESE TERMS & CONDITIONS ("T&C") CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS OFFER KNOWN AS "IDEA DIALERTONE RECHARGE OFFER". BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS "IDEA DIALERTONE RECHARGE OFFER", YOU HEREBY ACKNOWLEDGE AND ACCEPT THE OFFER AND THEREBY AGREE ON IRREVOCABLE BASIS, TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS & CONDITIONS, PLEASE DO NOT PARTICIPATE IN THIS OFFER.

## Terms and Conditions:

This Offer is co-hosted by Saregama India Ltd ("SAREGAMA"), a company having its office at 33, Jessore Road, Kolkata - 700028 (hereinafter referred to as "Saregama"), in association with Vodafone Idea Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Suman Tower, Plot No. 18, Sector - 11, Gandhinagar - 382 011 and its circle office at Fortuna Tower, 10 Rana Pratap Marg, Lucknow 226001

Saregama and Vodafone Idea Limited shall hereinafter be jointly referred to as "Organisers".

This offer is on a best effort basis. The offer is for a limited period from 20th December 2017 00:00:01 hrs. till 18th January 2018 23:59:59 hrs. for the pre-paid category of Subscribers of Idea Cellular UPE service area.

TELECOM CIRCLE: Uttar Pradesh East

## 1. Definitions

For the purpose of this Offer, the following terms shall have the meanings defined below:

"Subscriber" shall mean the prepaid customer and rightful user of the Idea mobile connection, (i) in whose name the mobile phone number is registered, or (ii) the employee, who is the user of the phone, if the phone is registered in the name of a company, provided that company issues a letter stating that the employee has been allotted the specific phone number.

"Offer" means the IDEA DIALERTONE RECHARGE OFFER detailed in these terms and conditions.

"Offer Period" means the period commencing from 20th December 2017 00:00:01 hrs. till 18th January 2018 23:59:59 hrs.

"Gratification" shall mean and be limited to Rs.20/- recharge for eligible customers.

"Circle" shall mean UP-EAST (UPE) Circle of Idea.

"To participate in Challenge IDEA users need to set Dialertone from 567004 IVR MM at price point of INR 39 only"

A Subscriber, by participating in the Offer hereby agrees to the Terms and Conditions mentioned below and gives his/her consent to the criteria and process of selecting the Challenger for Gratification(s) as set out herein, and any appropriate changes that may be made to this Offer by the Organizers 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 Organizers, its affiliates and associates.

Also, by participating in this Offer, the Subscriber:

- Warrants that he/she has read, understood and agreed to conform to these Terms and Conditions.
- Warrants that the accuracy, truthfulness and currency of all information that he/she may have submitted.

By participating in this Offer, the Challenger/Subscriber indicates his/her acknowledgement and acceptance of these Terms and Conditions.

The Challenger/ Subscriber hereby agrees that all incidental costs/taxes/levies related to the Gratification(s), if any, shall be exclusively borne by the Subscriber, which shall be including but not limited to tax deduction at source (TDS), and any other taxes applicable by the Central, State or Municipal government.

## 2. Eligibility to avail the Offer

This Offer is open and valid for all PrePaid Subscribers of Idea UP-East, who will be activated on Rs. 39 dialertone pack.

- Subscriber must be 18 years of age or above.
- Subscriber must be a citizen of India.
- Subscriber must not have been either prosecuted or convicted for any criminal offence nor be of an unsound mind and has a firm contractual capacity.
- Subscriber must not be under any legal disability e.g. insolvency, restraint by Court Order etc.
- Subscriber must be an active Subscriber or customer of Idea during the announcement or declaration of Challenger.
- Subscribers must belong to the Circle mentioned above.

## 3. Procedure to Participate in the Offer

The IVR (567004) has songs for the customers/participants. As a Recharge offer, all Subscribers calling this IVR (567004) and customer must be a new DialerTone subscriber, and activated on Rs39 price point without any fallback..

## Applicable Charges:

- a. Participant will be charged Rs.39/- per month.

There are no additional charges for participation in this Offer.

## 4. Gratification

- All subscribers fulfilling above criteria will be gratify with above given recharge amount after 7 days.
- The terms and conditions of the Gratification(s) shall be decided by the Organizer at their sole discretion.
- The Gratification offered herein will be sponsored and distributed by Saregama.
- It is understood and agreed by the Subscribers that mere participation to this Offer during the Offer Period, does not entitle the Subscriber/s to claim the Gratification. He/She should fulfill the offer criteria. No other person or agent can claim the gratification on behalf of the subscriber unless otherwise expressly mentioned herein.

· By participating in the Offer, the Subscriber/Challenger hereby further understands and agrees that Organizers shall at their sole discretion be responsible for inter-alia the declaration of the successful Challengers and delivery of the Gratification at the mentioned venue of the choice of Organizers. The decision of Organizers in this regard shall be final and binding upon the Subscriber/Challenger.

1. The Gratification under the Offer is neither assignable nor transferable under any circumstances. There will be no cash alternative. Organizers reserve the right to alter the Gratifications at any time.
2. There shall be a roll-over of Gratifications in case the Challenger/s is/are ineligible. A Subscriber/Challenger shall be considered ineligible if he/she does not conform to the conditions as stipulated hereinabove.
3. No substitution or exchange of the Gratification shall be allowed. However, Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, the Terms & Conditions and Gratifications at their sole discretion at anytime as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and the same shall be binding on the Subscriber/Challenger.
4. The employees of the Organizers and their group companies, affiliate or associate companies shall not be eligible to participate in this Offer.
5. This Offer cannot be used in conjunction with any alternative offer or promotion.
6. Organizers shall not be liable for any delay or loss that may accrue in the delivery of the Gratification.
7. The Challenger/s shall be liable to bear any other cost that may be incurred by him / her, in availing the Gratification.
8. The existence of a dispute, if any, regarding the Gratification shall not constitute any claim against Organizers. The subscriber hereby undertakes that he/she shall not challenge or raise any issue/dispute regarding the gratification in any condition whatsoever.
9. In matters relating to the Offer hereto, the decision of Organizers shall be final and binding in all respects.
10. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Organizers.
11. Organizers will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or damage to property, which is suffered or sustained in connection with the Offer or the Gratification in the Offer.
12. Organizers shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
13. Organizers shall not be responsible for any claims arising out of technical failures before, during, between or after the completion of the Offer, including but not limited to any technical failures in the telephone lines, failure of servers or the failure to provide the correct Offer MOU/score updates or any eventuality arising out of technical snags. Further, Organizers shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Organizers.
14. Any Gratification of value in excess of INR Rs. 10,000/- will attract deduction of tax at source and all taxes to be paid on the Gratification/s shall be paid by the Challenger on the prevailing rate. Further, all the Challenger/s must furnish a valid Indian PAN Card to claim the Gratification amount, or Gratification, irrespective of the value of the same, failing which the Challenger/s' Gratification shall be forfeited, or the Gratification shall be rolled over to the next eligible Challenger, at the sole discretion of the Organizers.
15. This Offer 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.
16. By entering the Offer, 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 from the Organisers, as they may in their sole and absolute discretion decide. Also, the Subscribers may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming offers.
17. You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, application and all material or content related to the Offer shall remain, at all times, owned by the Organisers and/or their respective owners. All material and content contained in the application is made available for Your personal and non-commercial use only. Any other use of the material/ content on the application and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
18. Any Subscriber providing any incorrect information or concealing/withholding any information from the Organisers with an intent to participate in the Offer will automatically be disqualified from participating in it. 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 Organisers to disqualify him/her without any further intimation.
19. Apart from the entitlement to the above gratifications, the Subscriber or their legal heirs, successors and representative will have no other rights or claims against the Organisers, unless expressly mentioned herein.
20. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
21. The Subscribers hereby agree and undertake not to hold the Organisers 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 indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Offer.
22. The Organisers may use sub-contractors or 3rd party vendors to execute certain tasks associated with this Offer, without consent from the Subscribers.
23. The Organisers 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 Offer, without giving any prior intimation to the Subscriber. Failure by the Organisers to enforce any of their rights at any stage does not constitute a waiver of those rights.
24. The officers of the Organisers, 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 Offer
25. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizers including, but not limited to, meeting of the Challenger/s requirements or aspirations, timeliness, security, the results or reliability of Offer, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits, gratification or awards acquired or obtained through the Offer or any transactions effected through Offer; (b) The Challenger expressly agrees that his/her participation in the Offer offered by the Organizers is at the Challenger'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 Offer shall be construed to mean the giving of any warranty of any kind by the Organizers.
26. The decision of the Organizers in respect of all transactions under this Offer shall be final and binding.
27. The Organizers shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Offer.
28. The Organizers reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer or any part thereof including the eligibility criteria, the Terms & Conditions and Gratifications at their sole discretion at anytime during its validity as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and the same shall be binding on the Subscribers/Challengers.

