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## SPORTS FEVER CHALLENGE BY SPICE

TERMS AND CONDITIONS OF [SPORTS FEVER CHALLENGE]

PLEASE READ THESE TERMS & CONDITIONS ("T&C") CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS CHALLENGE KNOWN AS "[SPORTS FEVER CHALLENGE]. BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS "[SPORTS FEVER CHALLENGE"], YOU HEREBY ACKNOWLEDGE AND ACCEPT THE CHALLENGE 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 CHALLENGE.

Terms and Conditions:

The FEVER CHALLENGE-SPORTS PACK (hereinafter referred to as "Challenge") is conceptualized, organized and conducted by Spice Digital Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 622, 6th Floor, DLF Tower A, Jasola District Centre, New Delhi – 110025 India and corporate office at S Global Knowledge Park, 19A & 19B, Sector-125, Noida - 201301, [U.P.] (hereinafter referred to as "SDL") 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 corporate office at 10th Floor, Birla Centurion, Century Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400030 p>

Vodafone Idea Limited and SDL shall hereinafter be jointly or individually as the context may require be referred to as "Organizer/s".

Eligibility Criteria to participate:

This Challenge is available only to the Active Subscribers of Idea (prepaid and postpaid and who fulfill the following criteria:

Subscriber must be of or above 18 years of age;

Subscriber must be a resident of India:

Subscriber must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind;

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

Subscriber must have subscribed to any of the sports or cricket packs ("Packs) as per table below and should not have unsubscribed from such Packs on or before 12th June

2018 (23: 59:59 hours)

Active Subscribers of Idea who fulfill the above eligibility criteria and participate in the Challenge shall hereinafter be referred to as "Participant/s". The employees of the Organizers and of their group companies, affiliates or associate companies shall not be eligible to participate in the Challenge.

By participating in this Challenge, you/Participant:

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.

You are acting voluntarily, using your own time and resources to participate in the Challenge solely at your own risk.

These Terms and Conditions are available on the website at the following address: Www.Ideacellular.Com (Http://Www.Ideacellular.Com/) ("Website"). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website periodically to keep yourself updated and informed.

2. Nature of Challenge Procedure and Gratification

The Challenge is available on IVR 5220089 only. Participants with subscription of Packs as on 12th June 2018, will play Challenge by answering total 25 skill based multiple choice questions through toll free IVR. The Participants eligible to play Challenge will be communicated through SMS from 13th June. Participant can make IVR call on any of the 5 following days (i.e. 13th June – 17th June 2018), to answer 25 questions ("Q & A period"). Participant can answer these 25 questions in single or multiple instalments during Q & A period. The Participant will be informed about the score update after every instalment.

Below are the selection criteria for all types of the gratification:

- i) Highest Scorer
- ii) Earliest time \*

\*Maximum score made by a Participant first in point of time till the last day of the Q & A period. . However the Participants agree that an SMS sent by the Participant may not be received by the Organizers instantly due to various factors outside the control of the Organizers such as network failure or system failure. The time for recording answer shall be the time at which the Organizer receives the SMS with answer and not the time at which the Participant sends SMS with answer.

In case of a tie, 1 round of tie-breaker will be conducted for all the tied MSISDNs on IVR on the selection criteria mentioned above. In case of a further tie, 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.

The Participants who fulfill the selection criteria mentioned herein will be declared as "Highest Scorer/s" of that gratification type.

The process of Highest Scorer selection of gratification will be witnessed by an independent third party auditor appointed by the Organizer ("Independent Auditor") who shall after selection of Highest Scorers will certify such process.

Nature/Type of Gratification	Quantity	Gratification
Bumper	2	***Travel Voucher (economy class air fare + accommodation only) for Trip to any international destination (round trip of 1 person) or Gift Card(of Scheduled Bank) as per Highest Scorer's choice, worth upto Rs. 1 lac
Circle/Zonal Bumper	One per Circle-Group (i.e. total 4)	*** India Travel Voucher or Gift Card(of Scheduled Bank) as per Highest Scorer's choice, worth upto Rs. 20,000/- each
Assured Recharge	All eligible Participants4	Rs.50/ recharge

<sup>\*\*\*</sup>If the actual cost of trip to any Indian/international destination on the date of redemption of travel voucher is higher than the value of voucher, the extra amount has to be borne by the Highest Scorer.

2 Highest Scorers (from all circles put together) who have scored highest points as per the above selection criteria will be eligible for the Bumper prize.

1 Highest Scorer (from each of 4 circle groups) who has scored highest points as per the above selection criteria will be eligible for the Zonal prize.

Note: Highest Scorers (including spouse of Highest Scorers and immediate/first blood relatives of Highest Scorers) of previous challenges/contests organized by SDL for Vodafone Idea Limited who have got a Bumper / First / Grand Gratification shall not be eligible for the Gratification under this Challenge.

Highest Scorer of a Bumper gratification will not be eligible for Zonal gratification under this Challenge. In such an event, second Highest Scorer of the circle group will be eligible for the Zonal gratification.

The Highest Scorer of any type of gratification having different MSISDN's will not be eligible for more than 1 type of gratification under this Challenge.

## 3. Challenge Period And Telecom circles

The Challenge is open for a limited period from [13th April 2018], 00:00:01 hours to [17th June 2018]23:59:59 hours, both days inclusive in the following telecom circles ("Circle(s)"):

S. no	Circle-Group
1	KK, AS, NE, KL ,WB, KR
2	TN, UPE, BIHAR ,ORISSA
3	AP, MH, MU, GJ , RJ, MP
4	PB, HP, JK, HR, DL, UPW

## 4. Applicable Charges

Service activation charges as mentioned in below table are applicable

Service	Keyword	Price Point (Rs.)
Cricket Event Pack	SPICECRICKET5	Rs 5/match Day
Cricket Pack	SPICECRICKET50	Rs 50 /Month
Sports Pack	SPORTS5	Rs 5/match Day
Sports Pack MP	SSPMP180	Rs 6/match Day
Sports Pack Vernacular	SPSPTEVNT	Rs 5/match Day

The charged amount will not be refunded to Participant under any circumstances.

The aforesaid charges paid by the Participant are towards the service and no additional charge is collected from the Participant for participating in the Challenge.

5. The gratifications offered in this Challenge are sponsored by SDL.

6. The Highest Scorers will be contacted/communicated through call/SMS/email for [15] days from the announcement of Challenge results. The Challenge results will be announced within [45....] days. Failure on the part of Highest Scorers to acknowledge the email/SMS/call as stated herein above or to redeem the gratification at the time of delivery or to accept the gratification will entitle the Organizer to forfeit the gratification at its sole discretion or disqualify the Highest Scorer and replace him/her with another eligible participant. If it is noticed that any of the Participant who is selected as the Highest Scorer of the Challenge, is an existing employee of the Organizers or of their group companies/ affiliates/associate companies, then Organizer will forfeit the gratification of such Highest Scorer and will gratify the next eligible Highest Scorer. The names of Highest Scorer will be announced as registered in the system of Idea. The list of the Highest Scorer of the gratification will also be published on the Website.

7.

Any gratification of value in excess of INR 10,000/- in a year will attract deduction of tax at source and all taxes on the gratification/s shall be paid by the Highest Scorer at the prevailing rate. All gratification will be given after deducting various taxes, license fees and charges as applicable. All incidental costs (i.e. costs for collecting gratification including insurances, transfer fees, registration fees, all the expenses over ex-showroom price etc in case of vehicle/car offered as gratification) /taxes/levies related to the gratification(s), if any, shall be exclusively borne by the Highest Scorers including but not limited to TDS, Gift tax (if any), road tax, Insurance as may be applicable and any other taxes levied by the Central, State or Municipal government.

- 8. The Organizers may use sub-contractors or third party vendors to execute certain tasks associated with this Challenge, without your consent.

  9. The Organizers shall not be responsible for any delay on part of a third party including the courier agency in delivering the gratification.
- 10. DND subscribers will not be sent any engagement SMS/engagement OBD as DND subscribers themselves have to discover about the Challenge. By entering the Challenge, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive alerts including without limitation any updates regarding the present Challenge.
- 11. By participating in the Challenge, Participants consent to the following information relating to them to be exchanged between Vodafone Idea Limited, [SDL] and their concerned vendors and/or published or otherwise communicated to in any media as Organizers may deem fit, for the purpose of announcement of Highest Scorers: name, mobile number, score and/or photograph. Organizer may, at their discretion, choose not to disclose the identity of the selected Highest Scorers to other Participants unless expressly mentioned herein. The Participants also consent to the information being shared by SDL] with its affiliates and service providers and to the information being processed and stored in the servers of [SDL] or its service providers within India only.
- 12. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in the Website and all material or content related to the Challenge shall at all times be owned by the Organizers and/or their respective owners. All material and content on the Website is made available for your personal and non-commercial use only. Any other use of the material/ content available on the Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 13.. The Participants 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. The pictures of gratification depicted on the Website/promotional material/Facebook page etc. are only indicative and the actual gratification may vary from the depictions.

The vouchers have to be redeemed as per the terms & conditions stipulated therein. No requests for reissue or replacement will be entertained for stolen/lost/misplaced/damaged vouchers.

- 14. The Organizers make no representation of having a business relationship or tie up with any such companies, individuals or any other organization whose products are offered as gratifications in the Challenge. All trade names shall continue to remain owned by their respective owners.
- 15. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organizers including, but not limited to, meeting of the Participant's requirements or aspirations with respect to Challenge, timeliness, security, delivery, quality, merchantability or fitness of telecom/internet services, non-disruption or error free operation of telecom/ internet services, delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods/services/merchandise/benefits/ awards offered through the Challenge; and (b) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Challenge shall be construed to mean the giving of any warranty of any kind by the Organizers.
- 16. The gratification(s) shall be given subject to compliance by the Highest Scorer of all the applicable statutory legislations, processes and formalities and production of all relevant documents/papers as may be required by the Organizers before accepting the delivery of the gratification. Any failure on the part of the Highest Scorer to comply with directions issued by the Organizers including submission of relevant documents and TDS amount (if applicable) within [...] days from the date of call/email/SMS from Organizers for claiming gratification shall entitle the Organizers to forfeit the gratification(s) or roll the gratification over to the next Highest Scorer, at their sole discretion.

The documents required to be submitted by the Highest Scorer include the following:

Identity Proof;

Photocopy of PAN card;

Address Proof;

Affidavit only in case of Bumper Highest Scorer - that the Highest Scorer (including spouse of Highest Scorer and immediate/first blood relatives of Highest Scorer) has not got any bumper / first / grand gratification in previous challenges organized by [SDL] for subscribers of Vodafone Idea Limited.

Authorization letter or NOC - In case MSISDN is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate and authorization letter of the employer.

In case of Highest Scorer holding a pre-paid connection of Idea number and is entitled to a gratification the value of which exceeds [Rs. 10,000/-], an affidavit in the format provided by the Organizers declaring that the Highest Scorer is the rightful user of the Idea MSISDN and the same is registered with the operator in the name of the Highest Scorer:

In case of Highest Scorer holding a post-paid connection of Idea number and is entitled to a gratification the value of which exceeds [Rs. 10,000/-], a self-attested copy of the latest hill of telecom/mobile connection of Idea MSISDN

Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.

Passport

Visa

Travel insurance

- 17. The gratification(s) under this Challenge are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. No other person or agent can claim the gratification on behalf of the Highest Scorer, unless otherwise expressly mentioned herein. Apart from the entitlement to the above gratification(s), the Highest Scorer or his/her legal heirs/successors/representative will have no other rights or claims against the Organizers.
- 18.. Organizers at their sole discretion reserve the right to substitute gratification(s) of equal or greater value at any time. However under no circumstance shall the Highest Scorer of the Challenge be entitled to redeem any category of gratification for cash.
- 19. To daim gratification/s under the Challenge, the MSISDNs/Participants chosen as the Highest Scorers shall be required to be Active Subscribers of Idea. The Highest Scorers shall not be entitled to the gratification in case he/ she fails to clear all outstanding dues payable to Idea.
- 20. Any Participant providing any incorrect information or concealing/withholding any information from the Organizers with an intent to participate and/or be chosen as the Highest Scorer of the Challenge will automatically be disqualified from participating in it and being chosen as the Highest Scorer. 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 Participant, shall entitle the Organizers to disqualify him/her without any further intimation.
- 21. Apart from the entitlement to the above gratifications, the Highest Scorers or their legal heirs, successors and representative will have no other rights or claims against the Organizers.
- 22. You 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/liable for as a result of your breach or alleged breach of the representations or obligations under the Terms and Conditions hereunder, your failure to comply with applicable law and any third party claim in respect of misuse of any information of a third party.
- 23. The Organizers and/or their respective affiliates, directors, officers, employees, agents shall not be held responsible and liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, that may be incurred or for any personal loss or injury that may be suffered (including loss of life), by a Participant and/or Highest Scorer and/or any third party, directly or indirectly, by reason of Challenge or the Challenge gratification(s).

The Organizers shall not be responsible for any claims arising out of any failure(s) which is beyond their reasonable control. 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 Challenge including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Challenge, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.

- 24. You hereby agree and undertake not to hold the Organizers and/or any of their group entities or affiliates, their respective officers, employees, agents 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 Challenge.
- 25. The gratification shall be handed over by [SDL] on receipt of all the documents from the Highest Scorer required to process the distribution of the gratification.
- 26. This Challenge including the gratification thereof cannot be used in conjunction with any alternative offer or promotion of a similar nature.
- 27. This Challenge 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 the Organizers ("Force Majeure Event"). The Organizers shall not be liable for any delay or adverse effect caused to Challenge as a result of a Force Majeure Event. The Organizers shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Participantswithin reasonable time.
- 28. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 29. This Challenge 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.
- 30. The decision of the Organizers in respect of all transactions under this Challenge including without limitation the selection of the Highest Scorers shall be final and binding. Participant hereby undertakes sole responsibility to check the result link post completion of the Challenge to know the Highest Scorer and to claim the gratification, if any. Post announcement of the Challenge results, if Organizer finds that the declared Highest Scorers are wrong, then Organizer reserves the right to declare the correct Highest Scorers and cancel the gratification of Highest Scorer declared earlier.
- 31. Questions and their answers, designed/sourced by the Organizers, 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 the Organizers nor any third party involved shall have any liability towards any Participant.

- 32. The Organizers reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge 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 Participants. The latest revised version of the Terms and Conditions shall be effective and binding on the Participant 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 participating in the Challenge.
- 33. The Organizers 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 Challenge, without giving any prior intimation to such Participant. Failure by the Organizers to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 34. Any attempt by a Participant to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the Organizers reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
- 35. The Challenge and these Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the courts in Mumbai, India.
- 36. The Participants may contact SDL at idea.contest@spicedigital.in/digispice.com] regarding any queries/complaints pertaining to the Challenge on all working days except public holidays. All disputes must be addressed by the Participants in writing to [SDL], and Vodafone Idea Limited shall neither be responsible nor shall entertain any communication in this regard.
- 37. The Organizers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
- 38. The officers of the Organizers, including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Challenge.
- 39. The provisions of this Challenge and any other promotional endeavor may not be used for any commercial purpose by any Participant.
- 8. The Organizers may use sub-contractors or third party vendors to execute certain tasks associated with this Challenge, without your consent.
- 9. The Organizers shall not be responsible for any delay on part of a third party including the courier agency in delivering the gratification.
- 10. DND subscribers will not be sent any engagement SMS/engagement OBD as DND subscribers themselves have to discover about the Challenge. By entering the Challenge, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive alerts including without limitation any updates regarding the present Challenge.
- 11. By participating in the Challenge, Participants consent to the following information relating to them to be exchanged between Vodafone Idea Limited, Onmobile and their concerned vendors and/or published or otherwise communicated to in any media as Organizers may deem fit, for the purpose of announcement of Highest Scorers: name, mobile number, score and/or photograph. Organizer may, at their discretion, choose not to disclose the identity of the selected Highest Scorers to other Participants unless expressly mentioned herein. The Participants 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 within India only.
- 12. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in the Website and all material or content related to the Challenge shall at all times be owned by the Organizers and/or their respective owners. All material and content on the Website is made available for your personal and non-commercial use only. Any other use of the material/ content available on the Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.13. The e-commerce vouchers/ gift cards have to be redeemed as per the terms & conditions stipulated therein. No requests for reissue or replacement will be entertained for stolen/lost/misplaced/damaged/expired vouchers/ gift cards.
- 13. In case of gratification in the kind of gold card worth up to Rs. 50000-/-, the same shall be subject to deduction of applicable taxes from time to time. Such gold cards shall be issued by a scheduled bank in India.
- 14. The Organizers make no representation of having a business relationship or tie up with any such companies, individuals or any other organization whose products are offered as gratifications in the Challenge. All trade names shall continue to remain owned by their respective owners.
- 15. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organizers including, but not limited to, meeting of the Participant's requirements or aspirations with respect to Challenge, timeliness, security, delivery, quality, merchantability or fitness of telecom/internet services, non-disruption or error free operation of telecom/ internet services, delivery, quality, merchantability, fitness for use or non-infringement in respect of any goods/services/merchandise/benefits/ awards offered through the Challenge; and (b) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Challenge shall be construed to mean the giving of any warranty of any kind by the Organizers.

16.

The documents required to be submitted by the Highest Scorer include the following:

Identity Proof;

Photocopy of PAN card;

Address Proof.

Affidavit only in case of Bumper Highest Scorer – that the Highest Scorer (including spouse of Highest Scorer and immediate/first blood relatives of the Highest Scorer) has not got any Bumper in last 3 challenges organized by OnMobile for the subscriber of Vodafone Idea Limited. The content for such Affidavit shall be provided by OnMobile. Affidavit should be submitted by the Highest scorer to OnMobile at Subscriber's own cost within 10 days from the date of intimation, failing which Organizers reserves the right to award Bumper Gratifications to the next eligible Highest Scorer.

Authorization letter or NOC - In case MSISDN is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate and authorization letter of the employer. Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.

- 17. The gratification(s) under this Challenge are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. No other person or agent can claim the gratification on behalf of the Highest Scorer, unless otherwise expressly mentioned herein. Apart from the entitlement to the above gratification(s), the Highest Scorer or Participant's legal heirs/successors/representative will have no other rights or claims against the Organizers.
- 18. The Meet And Greet event is subject to the availability of celebrity. The Organizer as per the availability of the celebrity may reschedule the Meet And Greet event or at their sole discretion reserve the right to substitute gratification(s) of equal or greater value at any time. However under no circumstance shall the Highest Scorer of the Challenge be entitled to redeem any category of gratification for cash.
- 19. To daim gratification/s under the Challenge, the MSISDNs/ Participants chosen as the Highest Scorers shall be required to be Active Subscribers of Idea. The Highest Scorers shall not be entitled to the gratification in case the Participant fails to clear all outstanding dues payable to Idea.
- 20. Any Participant providing any incorrect information or concealing/withholding any information from the Organizers with an intent to participate and/or be chosen as the Highest Scorer of the Challenge will automatically be disqualified from participating in it and being chosen as the Highest Scorer. 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 Participant, shall entitle the Organizers to disqualify the Participant without any further intimation.
- 21. Apart from the entitlement to the above gratifications, the Highest Scorers or their legal heirs, successors and representative will have no other rights or claims against the Organizers.
- 22. You 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/liable for as a result of your breach or alleged breach of the representations or obligations under the Terms and Conditions hereunder, your failure to comply with applicable law and any third party claim in respect of misuse of any information of a third party.
- 23. The Organizers and/or their respective affiliates, directors, officers, employees, agents shall not be held responsible and liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, that may be incurred or for any personal loss or injury that may be suffered (including loss of life), by a Participantand/or Highest Scorer and/or any third party, directly or indirectly, by reason of Challenge or the Challenge gratification(s).

The Organizers shall not be responsible for any claims arising out of any failure(s) which is beyond their reasonable control. 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 Challenge including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Challenge, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through Participant's mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.

- 24. You hereby agree and undertake not to hold the Organizers and/or any of their group entities or affiliates, their respective officers, employees, agents 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 Challenge.
- 25. The gratification shall be handed over by Onmobile on receipt of all the documents from the Highest Scorer required to process the distribution of the gratification.
- 26. This Challenge including the gratification thereof cannot be used in conjunction with any alternative offer or promotion of a similar nature.
- 27. This Challenge 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 the Organizers ("Force Majeure Event"). The Organizers shall not be liable for any delay or adverse effect caused to Challenge as a result of a Force Majeure Event. The Organizers shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Participants within reasonable time.
- 28. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 29. This Challenge 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.
- 30. The decision of the Organizers in respect of all transactions under this Challenge including without limitation the selection of the Highest Scorers shall be final and binding. Participant hereby undertakes sole responsibility to check the result link post completion of the Challenge to know the Highest Scorer and to claim the gratification, if any. Post announcement of the Challenge results, if Organizer finds that the declared Highest Scorers are wrong, then Organizer reserves the right to declare the correct Highest Scorers and cancel the gratification of Highest Scorer declared earlier.
- 31. Questions and their answers, designed/sourced by the Organizers, 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 the Organizers nor any third party involved shall have any liability towards any Participant.
- 32. The Organizers reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge 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 Participants. The latest revised version of the Terms and Conditions shall be effective and binding on the Participant 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 participating in the Challenge
- 33. The Organizers 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 Challenge, without giving any prior intimation to such Participant. Failure by the Organizers to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 34. Any attempt by a Participant to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the Organizersreserve the right to seek damages from any such Participant to the fullest extent permitted by law.
- 35. The Challenge and these Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the courts in Mumbai, India.
- 36. The Participants may contact Onmobile at 080- 46156661 (toll-number) regarding any queries/complaints pertaining to the Challenge between 9.00 AM to 9.00 PM, on all working days except public holidays. Alternatively, Participants may send an email to Contest@Onmobile.Com (Mailto:contest@Onmobile.Com) which shall be answered on working days between Monday to Friday. All disputes must be addressed by the Participants in writing to Onmobile , and Vodafone Idea Limited shall neither be responsible nor shall entertain any communication in this regard.
- 37. The Organizers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
- 38. The officers of the Organizers, including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Challenge.
- 39. The provisions of this Challenge and any other promotional endeavor may not be used for any commercial purpose by any Participant.

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