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TERMS AND CONDITIONS OF [Khelo Aur Jeeto

PLEASE READ THESE TERMS & CONDITIONS ("T&C") CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS CHALLENGE KNOWN AS "[Khelo Aur Jeeto]". BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS "[Khelo Aur Jeeto]"; 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:

This document is an electronic record in terms of the Information Technology act, 2000 and rules there under as applicable. This electronic record is generated by a computer system and does not require any physical or digital signatures.

The [Khelo Aur Jeeto] (hereinafter referred to as "Challenge") is conceptualized, organized and conducted by [One 97 Communications Limited] (add vendor/partner name), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1st Floor, Devika Tower, Nehru Place, New Delhi - 110019 and corporate office at B-121, Sector 5, Noida, UP 201301 (hereinafter referred to as "One97"/ "Organizer") for the eligible subscribers of Vodafone Idea Limited/VIL (erstwhile Idea Cellular Limited)

Eligibility Criteria to participate:

This Challenge is available only to the Idea Active Subscribers[1] of VIL (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 [khelew & kehled] packs on or before [5th May 2019.....]

Active Subscribers of VIL who fulfill the above eligibility criteria and participate in the Challenge shall hereinafter be referred to as "Participant/s". The employees of the Organizer and VIL and of their respective 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 of Challenge are available at the following website address: [http://one97.com/contest/idea] or [Www.idealcellular.com (http://www.idealcellular.com) or [Www.vodafone.in (http://www.vodafone.in)] ("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.

Nature of Challenge Procedure and Gratification

The Challenge is available on WAP only. The Organizer at its sole discretion may send engagement OBD to the Participants to continue with the Challenge.

Challenge Customer needs to subscribe to above said service and play different challenges (consisting of multiple choice questions & answers) available on portal <http://www.idealjeeto.com> (<http://www.idealjeeto.com>). On playing & upon correctly answering the questions under each challenge, subscriber will be getting the score which will be added to their profile.

Each correct answer will carry 10 points. There will be no negative marking for wrong answer. Certain questions will be provided to the customer for fun and entertainment and there shall be no charges for playing these questions. These questions will not carry any score and will not be considered for gratification. Only for multiple choice skill based questions, the customer shall get points.

[1] Active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module ("SIM") on a regular basis for purposes other than to participate in this Challenge or any other challenges offered by the Organizer.

Subscriber shall mean the rightful user of the VIL connection, in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the number / connection 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 of the employer duly permitting the employee to use the MSISDN for participation in the Challenge, receive the gratifications and accept the terms applicable for the Challenge.

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

- i) Highest Score
- ii) Earliest time*

Maximum score made by a Participant in the fastest possible time on the relevant day/ last day of relevant week/ relevant month/ relevant fortnight /complete Challenge period / Tie Breaker Round:

In case of a tie, a round of tie-breaker questions 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 for each category 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.

Gratification Category	Gratification	Total Quantity	Winner Selection Criteria
Mega Gratification	Car	1	One (1) highest scorer across all circles will be selected. This gratification is once in six months.
Monthly Gratification	Bike	36 (6 per 30 days for 6 months i.e. 6*6)	Six(6) highest scorer once in 30 Days across all circles will be selected.
Bi Monthly Gratification	Gold Voucher	96 (8 per 15 days i.e. 16 per month for 6 months i.e. 16*6)	Eight (8) highest scorer once in 15 Days across all circles will be selected.
Weekly Gratification	Mobile Phone	480 (20 per week i.e. 80 per month for 6 months i.e. 80*6)	Twenty (20) highest scorer once in 7 Days across all circles will be selected.
Daily Gratification	Recharges	3600 (20 per day i.e 600 per month for 6 months i.e. 600*6)	Twenty (20) highest scorers daily across all circles will be selected.

** Circle means as per the table below.

Highest Scorer of a gratification type (i.e. Mega/Monthly/Bi-Monthly/Weekly/Daily) will not be eligible for more than 1 type of gratification under this Challenge.

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.

Challenge Period And Telecom circles

The Challenge is open for a limited period from [7th November 2018 00:00:01 Hrsto 5th May 2019 23:59:59Hrs], both days inclusive in the following telecom circles ("Circle(s)"):

S. No.	Circle	Zone
1	MAHARASHTRA	West
2	MP	West
3	GUJARAT	West
4	MUMBAI	West
5	TN & Chennai	South
6	AP	South
7	KERALA	South
8	KARNATAKA	South
9	ORISSA	East
10	BIHAR	East
11	WB	East
12	KOLKATA	East
13	NE	East
14	ASSAM	East
15	UP EAST	East
16	RAJASTHAN	North
17	DELHI	North
18	HARYANA	North
19	UP WEST	North
20	HP	North
21	J n K	North

Applicable Charges

IVR	121131 Tollfree for Activation of Service
SMS	54300 Tollfree for Activation of Service
Subscription Charges	Rs 35 for 7 Days with 35 questions
	Rs 5 for 1 day with 5 questions

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.

The gratifications offered in this Challenge are sponsored and distributed by the [One97].

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 as per the process herein 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 Organizer or VIL or of their respective 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.

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.

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

The Organizer shall not be responsible for any delay on part of a third party including the courier agency in delivering the gratification.

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.

By participating in the Challenge, Participants consent to the following information relating to them to be exchanged between Idea, [One97] and their concerned vendors and/or published or otherwise communicated to in any media as Organizer 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 One97] with its affiliates and service providers and to the information being processed and stored in the servers of [One97] or its service providers within India only.

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 Organizer 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.

The Organizer or VIL 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 in goods or services offered as gratification under this Challenge. The Participants shall not have the right to claim any damages, loss or costs from the Organizer or VIL 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 Organizer 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.

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 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 Organizer.

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 Organizer before accepting the delivery of the gratification. Any failure on the part of the Highest Scorer to comply with directions issued by the Organizer including submission of relevant documents and TDS amount (if applicable) within [...] days from the date of call/email/SMS from Organizer for claiming gratification shall entitle the Organizer 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;
- 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.

Demand Draft (DD) equal to TDS amount in advance in favour of [One 97Communications Pvt. Ltd.....](30% of gratification amount if exceeding Rs 10,000 as per applicable Income tax rules)

In case of Highest Scorer holding a pre-paid connection of VIL number and is entitled to a gratification the value of which exceeds [Rs. 10,000/-], an affidavit in the format provided by the Organizer declaring that the Highest Scorer is the rightful user of the VILMSISDN 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 VIL number and is entitled to a gratification the value of which exceeds [Rs. 10,000/-], a self-attested copy of the latest bill of telecom/mobile connection of VILMSISDN

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

In the event the MSISDN is registered in the name of an employer (company or firm), the employee who is authorized to use the MSISDN shall submit "No objection certificate" and "authorization letter" of the employer.

In event of death of Highest Scorer, the gratification if any may be awarded by Organizer to legal heirs/successors of the deceased Highest Scorer at sole discretion of Organizer. Organizer shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors as it deems fit and in case of no documentary proof or evidence of successors/heirs, the gratification shall be transferred to next eligible Highest Scorer.

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 Organizer.

Organizer at its sole discretion reserves 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.

To claim 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 VIL.

Any Participant providing any incorrect information or concealing/withholding any information from the Organizer 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 VIL number, domicile, payment of outstanding amount to VIL or any other information provided by the Participant, shall entitle the Organizer to disqualify him/her without any further intimation.

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 Organizer or VIL.

You shall indemnify and keep indemnified the Organizer and VIL and their respective 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 Organizer or VIL 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.

The Organizer, VIL 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 Organizer and VIL 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 Organizer and 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, 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.

You hereby agree and undertake not to hold the Organizer, VIL 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.

The gratification shall be handed over by One 97 on receipt of all the documents from the Highest Scorer required to process the distribution of the gratification.

This Challenge including the gratification thereof cannot be used in conjunction with any alternative offer or promotion of a similar nature.

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 Organizer shall not be liable for any delay or adverse effect caused to Challenge as a result of a Force Majeure Event. The Organizer shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Participants within reasonable time.

The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.

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.

Use the online HTML, CSS, JavaScript (<https://html-css-js.com/>) tool collection to make websites easily.

The decision of the Organizer 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.

Questions and their answers, designed/sourced by the Organizer, 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 Organizer nor VIL/any third party involved shall have any liability towards any Participant.

The Organizer 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.

The Organizer 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 Organizer or VIL to enforce any of their rights at any stage does not constitute a waiver of those rights.

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 Organizer and/or VIL reserve the right to seek damages from any such Participant to the fullest extent permitted by law.

The Challenge and these Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the courts in Mumbai, India.

The Participants may contact [One97] at [games@one97.net] 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 One 97, and VIL shall neither be responsible nor shall entertain any communication in this regard.

The Organizer do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.

The officers of the Organizer and VIL, including their respective 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.

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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VAS (https://www.ideacellular.com/Customer/Value-Added-Services/Overview)	And-Roaming-Services/International-Roaming) (https://www.ideacellular.com/Customer/Value-Added-Services/Overview)	Fastest 4G Network MPCG (https://www.ideacellular.com/Fastest-4g-Network-Mp-And-Chhattisgarh)	Careers (https://www.ideacellular.com/Careers/Overview)	Sitemap (https://www.ideacellular.com/Sitemap)
			News & Media (https://www.ideacellular.com/Media-Centre/Overview)	Warning And Fraudulent (https://www.ideacellular.com/Warning-And-Fraudulent)
			My Network (https://mynetwork.ideacellular.com/)	
			Prepaid TRAI Mandate (http://www.ideacellular.com/Customer/Prepaid/Trai-Mandate)	
			DND Registration (https://www.ideacellular.com/Dnd)	
			DND Complaints (https://www.ideacellular.com/DND/Complaints)	

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