

TERMS AND CONDITIONS

“BINGE KARO, WIN KARO CHALLENGE” – Vi MOVIES AND TV APP

A. INTRODUCTION

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 PROMOTIONAL CHALLENGE IS OPTIONAL FOR VODAFONE IDEA LIMITED (HEREINAFTER REFERRED TO AS “VODAFONE IDEA/VIL”). FOR CLARIFICATION, QUERIES AND FEEDBACK IN RELATION TO THIS PROMOTIONAL CHALLENGE, ALL COMMUNICATION MAY BE SENT TO NAMRATA.JOSHI@VODAFONEIDEA.COM.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VIL POSTPAID & PREPAID SUBSCRIBERS PARTICIPATING IN THE CHALLENGE KNOWN AS “BINGE KARO, WIN KARO CHALLENGE” (HEREINAFTER “**CHALLENGE**”) AVAILABLE AT VI MOVIES AND TV APP (HEREINAFTER “VIMTV”) DURING THE CHALLENGE PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CHALLENGE. BY PARTICIPATING IN THE CHALLENGE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE 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 BEING AN ELIGIBLE SUBSCRIBER HAS PARTICIPATED IN THE CHALLENGE.

B. DEFINITIONS

1. “Subscriber” shall mean the rightful user of the VIL mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization letter of the employer duly permitting the employee to use the number for subscribing for this Challenge and accept the terms applicable herein.
2. “Active Subscriber” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of VIL on a regular basis for purposes other than to participate in any offer or Challenge offered by VIL.
3. “Circle(s)” shall mean VIL Telecom Service Areas.
4. “Participants” means (i) Active Subscribers who meet the eligibility criteria specified in these Terms and Conditions, (ii) who belong to Circle(s) and have successfully activated, and (iii) who are subscribed to the Challenge as described in the subscription process hereunder.
5. “Eligible Subscriber” shall mean an Active Subscriber of VIL satisfying the following criteria at the time of participation and during continuation of challenge:–
 - a. He/she must be of at least 18 years of age;
 - b. He/she must be a citizen of India;
 - c. He/she must be an Active Subscriber of VIL across circles;

- d. All prepaid and post-paid subscriber with valid VIL SIM.
- e. Who has downloaded and using the ViMTV App on or during the Challenge Period.
- f. Who has viewed the corresponding content partner's content for at least 15 mins for that day on ViMTV App.

C. CHALLENGE PERIOD

- 1. This is a limited period Challenge for Eligible Subscribers of VIL available from 30th October 2021, 00:00 hours to 2nd November 2021, 23:59 hours, both days inclusive ("Challenge Period").
- 2. VIL reserves the right to extend or withdraw the Challenge, as it deems fit.

D. CHALLENGE DETAILS

- 1. The Challenge can be played only through ViMTV App.
- 2. The Challenge is contemplated on the contents" provided by **HUNGAMA DIGITAL MEDIA ENTERTAINMENT PRIVATE LIMITED ("Partner Content Provider")**.
- 3. Participants to watch the content of **Partner Content Provider** and answer 3 questions of the day.
 - a. Winners will be selected at the end of the Challenge Period, from the valid entries of Eligible Subscriber basis the following criteria:
 - (i) Who have answered all the questions correctly and
 - (ii) Who have viewed content from **Partner Content Provider** for the maximum minutes/duration, but not less than 15 minutes on ViMTV App for that day.
 - b. Through a computerized process, daily 3 winners will be selected at the end of the Challenge Period who have answered all the questions correctly and have viewed the content for the maximum minutes/duration but not less than 15 minutes of **Partner Content Provider's** content on ViMTV for that day.
 - c. 3 daily winners during the Challenge Period will be selected who will get Rs.3000 worth coupon.
- 4. Questions and their answers are designed/sourced by VIL, as per their best knowledge and information available in public at large and have been collected and framed with reasonable prudence. In the event of any discrepancy / dispute regarding the questions or answers, neither VIL nor any third party involved shall be liable towards any Participant in any manner.
- 5. In case of a tie between participants, then the participants who have fulfilled all the winning criteria mentioned above and have watched the maximum number of content shall be considered as the winner.
- 6. The employees of VIL and or their group companies, affiliate or associate companies and their relatives/ dependents (First blood/Spouse of immediate member) shall not be eligible to participate in this Challenge. If found otherwise, then VIL reserves the right to forfeit the prize.
- 7. Multiple entries from different MSISDNs from the same family will be dis-allowed. If in case it is found that the winners are from the same family, then only one MSISDN will be chosen.
- 8. All the winners shall be chosen in accordance with the winner selection process duly certified by VIL.

9. After the end of the Challenge Period, the list of the winners of the prizes will be announced within 15 business days.
10. Without prejudice to the foregoing, the Participant shall not hold VIL liable for the winner selection process under this Challenge.
11. The coupon code will be shared (through SMS) on the winning MSISDN. If the same person having different MSISDN has been selected more than once on the same day, in such event he /she will be awarded only one Prize. A Participant will be entitled to win only once during the entire Challenge Period.
12. All prizes will be given after deducting various taxes, license fees and charges as applicable except as otherwise stated in writing.
13. A separate T&C for the coupon codes offered shall apply. Winners are requested to adhere to the said T&C.
14. All prizes offered in this Challenge are subject to availability. The Partner Content Provider reserves the right to provide alternate prizes of the same value or any lesser value nearest to the original value, for any of the prize/s under different categories mentioned in the Terms and Conditions. Also, no request for any upgradation in the prize offered shall be entertained by VIL. Any failure on the part of the winner under this Challenge to comply with directions issued by VIL shall entitle VIL, at its discretion, to cancel and forfeit the prize for the said winner and the same prize will be given to the next eligible winner.
15. Without prejudice to the foregoing, under no circumstance shall the winners of the Challenge be entitled to redeem any category of prize for cash. VIL, at its sole discretion, shall not provide a cash alternative to any of the prize being offered in this Challenge.
16. VIL shall not be responsible for guarantees or warranties of the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of such goods or services through use of the coupon codes by the winners under this Challenge. Participant further understands that the goods provided as prize may carry manufacturer's guarantee and in case of any deficiency in the goods, winners will contact the manufacturer only.
17. Any prize of value in excess of INR 10,000 per Challenge will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the winner at the prevailing rate, unless expressly specified otherwise. Further, all the winners must furnish a valid Indian PAN Card to claim the prize amount, or prize, irrespective of the value of the same, failing which the winners' prize shall be forfeited, or the prize shall be rolled over to the next eligible winner, at the sole discretion of VIL.
18. The Participant shall not have the right to claim any damages, loss or costs from VIL for delay in delivery of the prize(s) on any grounds whatsoever. VIL will not be liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Challenge.
19. Any Participant providing any incorrect information, concealing or withholding any information from VIL with intent to participate and/or win the Challenge will automatically be disqualified from participating in it and winning the different categories of prizes. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the VIL number, domicile, payment of all outstanding amount to VIL and/or is not an Active Subscriber of VIL or any other information provided by the Participant during the Challenge Period, shall entitle VIL to disqualify him/her without any further intimation.

20. Apart from the entitlement to the prizes mentioned herein, the winners or their legal heirs, successors or representative will have no other rights or claims against VIL, unless otherwise expressly provided hereunder.
21. The winner's name will be announced by VIL as registered in the system of VIL.
22. In event of the death of the winner, the coupon codes can be used by the legal heirs/successors of the deceased winner at sole discretion of the Partner Content Provider. The Partner Content Provider shall have the rights to call for such documentary evidence of the legal heirs/successors as it deems fit and in case of no documentary proof or evidence of successors legal right to the prize shall be transferred to next eligible winner.
23. MNP will be applicable in case of Participant is porting from one circle to another circle within VIL during the Challenge Period while keeping his mobile number same, then he/she shall be considered as eligible for the prize where the number will be registered at the time of winner selecting process.
24. To be eligible to claim the prizes of the Challenge, the winning MSISDNs have to be Active Subscriber of VIL during Challenge Period and at the time of the winner announcement.
25. The Participant shall not have the right to claim any damages, loss or costs from VIL for delay in delivery of the prize(s) on any grounds whatsoever.
26. VIL shall not be liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Challenge.
27. All the winners shall be chosen in accordance with the winner selection process by an internal panel arranged by VILs and decision of internal panel shall be final and binding on the Participants.
28. There are no charges for participating in the Challenge except for the data charges.

E. MODIFICATION OF TERMS AND CONDITIONS

1. VIL reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify these Terms & Conditions of the Challenge or any part thereof at any time during the Challenge Period and without prior notice to You, including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or statutory changes and for other reasons beyond its control.
2. If VIL modifies these Terms, the latest revised version of the Terms and Conditions shall be effective and binding on the Participants from the time of its posting on its websites or on the VF Play App. You are therefore advised to check the website or the App 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. Your continued participation in the Challenge will constitute Your acceptance of the latest revised Terms and Conditions.

F. WITHDRAWAL OF CHALLENGE

VIL reserves the right to extend, cancel, discontinue, suspend, disable or prematurely withdraw the Challenge at any time during its validity as may be required in view of business exigencies and/or changes by any regulatory authority and/or statutory changes without any notice to You and the same shall be binding on the Participants.

G. DISCLAIMERS

1. You agree that this Challenge is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Challenge is voluntary and You expressly agree to participate at your sole risk. VIL shall not be responsible for any loss, injury or any other liability to any Participant arising due to participation in the Challenge.
2. To the extent you choose to participate in this Challenge, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold VIL, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner or any Participant or third party, in connection with the Challenge or arising otherwise.
3. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenges including but not limited to any technical failures in the mobile connectivity or on data/Wi-Fi speed.
4. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL. In case if there is a technical failure in the system and Participants are able to play more than what they are eligible to play for each day and crosses the per day limit then VIL has the sole discretion to disqualify the winner and forfeit/recover the prize, forfeit the Challenge or declare the runner up as winner.
5. The Participant shall indemnify and keep indemnified VIL and their officers, directors, employees, and affiliates 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 VIL may incur, pay or become responsible for as a result of breach or alleged breach of the Terms and Conditions.
6. 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, VIL reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
7. VIL does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
8. VIL and their officials including their directors, officers, partners, employees, consultants and representatives are under no obligation to render any advice of service to any Participant in respect of the Challenge.

H. INTELLECTUAL PROPERTY RIGHTS

1. You, the Participant, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Challenge shall remain, at all times, owned by VIL or its 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, WAP Link or any information disseminated by SMS or any other means of communication is strictly prohibited.
2. Nothing in the Challenge shall affect any intellectual property rights of VIL or any of their affiliates in any product or service made available on the Website.
3. By participating in the Challenge, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to VIL and to any third party content licensor to VIL that is made available through the Challenge.

I. GENERAL TERMS AND CONDITIONS

1. By participating in this Challenge, You confirm that you have read and understood the Terms and Conditions
2. The prizes under this Challenge cannot be used in conjunction with any alternative promotion of a similar nature;
3. Rule Violation: Based on all the above mentioned rules in the Terms and Conditions if any rule is violated due to any technical reason then no extra benefit will be granted to the Participant.
4. Points obtained in this Challenge will be valid for this Challenge only & will not be carry forwarded to new or any other Challenge.
5. All disputes must be addressed by the Participant in writing to VIL directly by sending an email to NAMRATA.JOSHI@VODAFONEIDEA.COM.
6. Upon participating in the Challenge, the Subscriber confirms and waives the applicability of rules and regulations of the National Do Not Call Registry to the extent of receiving messages/calls in relation to this Challenge and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Challenge.
7. Agree that You are entering into this Challenge as an independent party and nothing herein establishes an employer-employee relationship between You and VIL and You are acting voluntarily, using Your own time and resources to participate in this Challenge.
8. Force Majeure – This Challenge is subject to force majeure circumstances i.e. any act of God or any circumstance beyond the reasonable control of VIL (“Force Majeure Event”). VIL shall not be liable for any delay or adverse effect caused to the Participants as a result of a Force Majeure Event.
9. 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 telephone lines, delay or failure for answering a question including during the tie-breaker process, any action that has been initiated, actioned or completed through the Subscriber mobile phone, failure of servers or the failure to provide the correct Challenge score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL. In case if there is a technical failure in the system and Participants are able to play the questions more than what they are eligible to play for each day and crosses the per day limit then VIL has the sole discretion to disqualify the winner and forfeit/recover the prize money, forfeit the Challenge or declare the runner up as winner.
10. VIL shall be entitled to use, the details of the Participant such as name, photograph, the prizes awarded to them etc. for their marketing purposes, if any. The Participant also hereby agree to the same. VIL may, at its discretion, choose not to disclose the identity of the Participant to other Participant unless expressly mentioned herein. The Participant also consent to the information stored in the servers of VIL or its service providers, inside or outside India. Participants’ personal information will be stored and processed in accordance with VIL Privacy Policy.
11. You agree that VIL has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.

12. By participating in the Challenge, You confirm that you are entering into this Challenge as an independent party and nothing herein establishes an employer-employee relationship between you and VIL and you are acting voluntarily, using your own time and resources to participate in this Challenge, solely at your own risk.
13. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form i.e. Enrolment Form filled at time of SIM Activation of Challenge. This Challenge is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
14. This Challenge may contain factual references to the names of certain companies, products and individuals. VIL makes no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
15. These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by VIL, whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996 and amendment thereof. The place of Arbitration shall be at Mumbai. The language of Arbitration Proceeding shall be English.