

**TERMS AND CONDITIONS (“T&C”) GOVERNING THE
RECHARGE KARO SONA JEETO CHALLENGE**

A. INTRODUCTION

THIS **RECHARGE KARO SONA JEETO CHALLENGE** (HEREINAFTER “**CHALLENGE**”) IS OPTIONAL FOR SUBSCRIBERS OF **VODAFONE IDEA LIMITED** (HEREINAFTER REFERRED TO AS “**VIL**”). THE ELIGIBLE SUBSCRIBER/S PARTICIPATING IN THE CHALLENGE SHALL BE LEGALLY BOUND BY THESE T&C. IF YOU DO NOT AGREE TO THESE T&C, PLEASE DO NOT PARTICIPATE IN THE CHALLENGE.

B. DEFINITIONS

- a. “**Eligible Subscriber**” shall mean a Pre-paid subscriber in whose name the Subscriber Identity Module (SIM) is registered with VIL within the Telecom Service Area of Uttar Pradesh (East)& Uttar Pradesh (West) including Uttarakhand Telecom Service Area. Furthermore, to be an Eligible Subscriber, the individual needs to dial 121 or *121# and recharge with any unlimited MRP \geq 199. One will not become an Eligible Subscriber in case, if it is the first recharge carried out by such individual.

C. CHALLENGE DETAILS

- I. **Challenge Period (“Challenge Period”):**
25th October 2021 (00:00:01 hours) till 4th November 2021 (23:59:59 hours), both days inclusive (“**Challenge Period**”). VIL reserves the right to extend, shorten the period and/or withdraw the Challenge at any point of time, as it deems fit.
- II. **Challenge Description, Selection Process and Gratification:**
 - a. The Challenge will take place on VIL’s <https://www.myvi.in/> page for the Challenge Period.
 - b. Every day an Eligible Subscriber who dials 121 and recharge with any unlimited MRP \geq 199 shall become eligible to participate in this Challenge.
 - c. This Challenge will have three (3) Nos of general knowledge related and/or skill based questions (“**Questions**”). The Eligible Subscribers will have to comment and/or confirm the right answer using the Interactive Voice Recordings (“IVR”) System.
 - d. Eligible Subscribers, who will give the correct answers of all the Questions will become eligible for the winner selection process (“**WSP**”). The WSP shall be carried out certified by an independent external auditor (“**Independent External Auditor**”) appointed by VIL (“**Qualified Subscribers**”). The decision of the Independent External Auditor shall be final and binding on the Eligible Subscribers participating in this Challenge. No dispute or enquiry of whatsoever nature, in this respect shall be entertained by VIL. Winner/s (“**Winner/s**”) shall be chosen out of the Qualified Subscribers in accordance with the WSP by the Independent External Auditor.

- e. VIL reserve the right, at any time, to unconditionally disqualify any Qualified Subscriber who in the opinion of VIL in any way deviates, violates and/or abuses the process and/or T&C of this Challenge. Failure by VIL to enforce any of the T&C in any instance shall not be deemed to be a waiver of that term and condition and shall not give rise to any claim by any Participant. The decision of VIL shall at all times be final and binding in this regard.
- f. The Winner/s may be announced by VIL via SMS / Out Call on their registered mobile number / registered email ID or through any other manner as VIL may deem appropriate.
- g. In case there are any returns or changes in the original recharge by the Winner, the gratification will not be shipped by VIL.
- h. Gratification will be in the form of Gold/Silver coins/100% Cashback, as per the WSP to be carried out and certified by an Independent External Auditor. Gold/Silver coins will be delivered to the Winner/s post successful verification of the details of the Winner/s. The gratification cannot be exchanged or returned by the Winner/s. VIL shall make best efforts to deliver gratification to the Winner/s within **fifteen (15) working days** from the date of closure of the Challenge Period.
- i. The Qualified Subscribers shall be eligible for being Winner/s of 100% cashback only in the event Qualified Subscribers have recharged within forty eight (48) hours. Subject to above, the Winners will get the gratification credited on their registered mobile number in the form of repeat recharge of the same value. There shall be a maximum of 250 selected Winner/s every day during the Challenge Period in accordance with the WSP. The gratification will be delivered post successful verification of the details of the Winner/s.
- j. Winner/s will stand disqualified if there be any mismatch in the details mentioned in the **Know Your Client** and as confirmed by the Winner/s during any out-call verification to be carried out by VIL. Further, gratification shall be given only to the Winner/s in whose name the VIL mobile phone number is registered and it is the Winner's responsibility to upload such document and/or credentials on the application as may be directed by VIL, to prove his/her identity at his/her own cost. No other person or agent can claim the gratification on behalf of the Winner/s. The Winner will have to acknowledge in writing the receipt of the gratification in a format as designed by VIL.
- k. In case the announced Winner/s declines to accept the gratification they shall not be eligible for any compensation, gifts or any other benefits of what so ever nature from VIL.
- l. Apart from the entitlement to the above gratification, the Winner/s or their legal heirs will have no other rights or claims against VIL.
- m. The gratification shall not be transferable / redeemable against any other service offered by the VIL nor for cash. No request shall be entertained by VIL in this regard.
- n. VIL reserves the right to change / modify the Challenge or T&C of the Challenge, at any time at its own discretion, without assigning any reason. VIL shall not be obliged to give any prior notice for aforesaid change / modification.

- o. This Challenge is subject to force majeure circumstances i.e. act of god, war, civil unrest, govt. orders, statutory and/or local directives, pandemic, etc or any other circumstance which is beyond the reasonable control of VIL.
- p. This Challenge is subject to guidelines/ directions issued by the Telecom Regulatory Authority of India or any other statutory authority from time to time.
- q. In case of any dispute or difference in respect of or in connection with the Challenge and/or the gratification herein, the decision of the Independent External Auditor shall be final and binding on all concerned.

III. Method of getting the gratification:

Each for the Telecom Service Area of Uttar Pradesh (East) & Uttar Pradesh (West)

Among all the Qualified Subscribers, through a computerized process, wherein:

- a. A maximum of 265(two hundred and sixty five) only Winners on a daily basis for each circle;
- b. Five (5) Winners for a gold coin and Ten (10) Winners for silver coin separately for both Uttar Pradesh East and Uttar Pradesh West (including Uttarakhand); shall be selected per day as per T&C of this Challenge.

D. OTHER CONDITIONS:

- a. Multiple entries of the same Eligible Subscriber/individual/Participant through single or multiple IDs will be dis-allowed.
- b. In the event, the Winner fails to provide required details for, the gratification will not be issued to him/her. VIL reserves the right to declare another Participant as the Winner.
- c. All incidental costs/taxes/levies related to the gratification(s), if any, shall be exclusively borne by the Winner.
- d. The gratification cannot be used in conjunction with any alternative challenge or promotion.
- e. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL.
- f. The Eligible Subscribers participating in this Challenge hereby agrees and undertakes not to hold VIL 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 remote that you may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Challenge.
- g. The employees of VIL and their group companies, affiliate or associate companies shall not be eligible to participate in the Challenge. If found otherwise, then the VIL reserves the right to forfeit the gratification. If an employee of VIL leaves the organization when the Challenge is launched or leave during Challenge Period/ before Winner list announcement / after Winner's list is announced, the employee will not be eligible to participate in the Challenge.

- h. VIL shall be entitled to use the name/(s) or photo of the winners in its communications including marketing promotions and advertisements along with/without VIL's brand.
- i. VIL shall not be liable for any defect/s in the gratification, and makes no representation or warranty, of any kind, to the Winner/s or any third party, and hereby expressly disclaims all warranties, express or implied including, but not limited to, any implied warranty of accuracy, timeliness, completeness, merchantability/ fitness for particular purpose.
- j. VIL reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge or any part thereof including the eligibility criteria, other T&C and gratification(s) at their sole discretion at any time during its validity. You are therefore advised to check Website regularly for any update(s) or amendment(s) made to these T&C.
- k. 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. The place of Arbitration shall be at New Delhi. The language of Arbitration Proceeding shall be English.