

**TERMS AND CONDITIONS GOVERNING THE SCORE AND WIN CHALLENGE - SEASON-4412 IS A PROMOTIONAL ACTIVITY ORGANIZED BY ONE97 COMMUNICATION LIMITED IN ASSOCIATION WITH VODAFONE IDEA LIMITED.**

**A. INTRODUCTION**

THE CHALLENGE IS AN OPTIONAL CHALLENGE CONCEPTUALIZED, ORGANIZED AND HOSTED BY ONE97 COMMUNICATION LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT ,1<sup>ST</sup> FLOOR, DEVIKA TOWER, NEHRU PLACE, NEW DELHI – 110019 AND ITS CORPORATE OFFICE AT SKYMARKONE (ONE SKYMARK), PLOT NO H – 10, TOWER D, SECTOR - 98, NOIDA, DIST – GAUTAM BUDH NAGAR, UTTAR PRADESH, INDIA (HEREINAFTER REFERRED TO AS “**ONE97**” OR “**ORGANIZER**”) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE IDEA LIMITED, (HEREINAFTER REFERRED TO AS “**VIL/VODAFONE IDEA/VI**”).

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 FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VIL POSTPAID & PREPAID SUBSCRIBERS PARTICIPATING IN THE CHALLENGE KNOWN AS “**SCORE AND WIN SEASON-4412**” (“**CHALLENGE**”) DURING THE CHALLENGE PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CHALLENGE KNOWN AS “SCORE AND WIN SEASON-4412”. 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. This shall not be applicable on Recharge prize.
2. **Organizer**: under this T&C shall mean ONE97 who shall be responsible for conceptualizing, organizing and hosting this Challenge.
3. “**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.

4. **“Circle(s)”** shall mean VIL Telecom Service Areas.
5. **“Affiliate”** shall mean, with respect to a Party, any entity directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Party. For the purposes of this definition, ‘Control’, ‘Controlled’ or ‘Controlling’ shall mean, with respect to any entity, any circumstance in which such entity is controlled by another entity by virtue of the latter entity controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities/rights of such entity or by virtue of any contractual arrangements or otherwise.
6. **“Challenge Pack Member(s)”** or **“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 Pack as described in the subscription process hereunder.
7. **“Eligible Subscriber”** shall mean an Active Subscriber of VIL satisfying the following criteria at the time of participation and during continuation of Challenge:–
  - i. He/she must be of at least 18 years of age;
  - ii. He/she must be a citizen of India;
  - iii. He/she must be an Active Subscriber of VIL;
  - iv. He/she must be responsible to activate and subscribe to the Challenge Pack and thereby become a Challenge Pack Member. He/she must belong to any of the telecom service areas mentioned below;
  - v. This Challenge is not accessible to 4G users through the following modes, i.e. IVR, SMS, USSD & OBD and such users can access the Challenge only through WAP mode. However, users who have played the Challenge and during the Challenge Period and migrated to 4G from 2G or 3G networks, can access the service on all available modes.
  - vi. For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Rs.2 per day, to be eligible to participate in this Challenge;
  - vii. He/she must not be of an unsound mind;
  - viii. He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
  - ix. He/she must not have been subject of any criminal proceeding; and
  - x. Subscribers who are roaming outside their home Circle will be barred to play the Challenge
8. The Challenge will be known by and be made available in the below mentioned languages: English / Malayalam / Telugu / Kannada / Tamil /Hindi / Gujarati / Marathi / Punjabi / Oriya / Bengali and Assamese on IVR.

9. Further, the SCORE AND WIN SEASON-~~44~~12 Pack Members who participate in the Challenge and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Challenge shall be required to be the registered VIL Subscribers of the winning mobile phone number and not merely the players using such mobile number (“**Winner(s)**”). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the winning mobile number, the Organizers reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion. The confirmation is not required in- case of recharge prizes.
10. The employees of the Organizers and/or 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 the Organizers reserves the right to forfeit the prize. If an employee of the Organizers or 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.
11. The Organizers and/or VIL 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. Failure by the Organizer or VIL to enforce any of the Terms and Conditions 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 person. The VIL Subscribers understands that the Organizers and/or VIL may disqualify, suspend, block or terminate the participation of any VIL Subscribers at any stages of the Challenge for any reasons where it is found to Organizers and/or VIL that (i) participation of the VIL Subscriber is not bona fide; (ii) he has participated in the Challenge and paid charges towards it using the amount of wrongful/duplicate refund or waiver and/or (iii) participation of the VIL Subscriber is not in the interest of the Challenge. The decision of the Organizer or VIL shall at all times be binding and final.

### **C. CHALLENGE PERIOD**

1. This is a limited period Challenge for Eligible Subscribers of VIL, available from ~~8<sup>th</sup> March~~1<sup>st</sup> April, 2023, 00:00:01 hours to ~~31<sup>st</sup> March~~30<sup>th</sup> April, 2023, 23:59:59 hours, both days inclusive (“**Challenge Period**”).
2. Organizer and VIL reserves the right to extend or shorten the Challenge Period, as it deems fit to Organizer and/or VIL.

### **D. CHALLENGE AREA**

Kindly refer to **Exhibit A**.

### **E. CHALLENGE DETAILS – ACTIVATION, STEPS, RESTRICTIONS AND DEACTIVATION**

Refer **Exhibit B**.

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

### **F. PRIZES AND WINNER SELECTION PROCESS**

1. Please refer to **Exhibit C** for details of prizes.

2. In case of increase in the value of any prize, the incremental difference shall be borne by the Winner. In an event where the Participant is unable to bear such incremental difference of the prize, then the prize shall be considered to be surrendered and as per the terms set out herein and the Organizers reserves the right to award the prize to the next eligible Winner.
3. Prize/rewards contained herein are applicable only for the Participants who are scoring points by playing the Challenge.
4. The **selection criteria**, of the Winner of the Challenge, shall take place after completion of the Challenge and prize/rewards shall be distributed thereafter. Winner selection will be done based on the following criteria in the order as mentioned below:
  - a. **Highest Score** – The Participant with highest score and;
  - b. **Shortest Possible Time** – The Participant who took least time to answer the questions would be selected as the Winner
5. Surprise Day winners shall be selected on every surprise day i.e. Tuesday during the Challenge Period, on fulfilling the Winner selection criteria after completion of the Challenge. In case of a tie between Participants on above mentioned criteria, then the participants who have tied will be asked to answer a set of 5 tie breaker questions. The participants who answer the maximum questions correctly in the given time or in case all the tied participants correctly answer equal number of questions the participants who answers the maximum questions correctly in the least time, will be selected as the winner. This shall continue till a clear winner selection can be done. Tie breaker will be applicable on all prize categories except recharges.
6. The time taken for answering a question on “Voice” mode, is calculated from the time the Organizer’s system plays the question till the answer is received by system. On SMS and USSD channel time taken is calculated from the time system pushes the question till the answer is received by system.
7. A Subscriber may be eligible to win more than one Prize during the Challenge Period, provided he/she meets the scoring criteria, as per the table under Exhibit C, of the respective Prizes and gets selected.
8. During the playing of the challenge if a Participant drops call/ stops replying on SMS, the same day the Participant will get the same unanswered question. Post which Participant will receive the nth question and (n+1)th question. If a Participant participates in the Challenge over all the channels (IVR/SMS/USSD), the Participant’s score will only be cumulative and not exclusive for each of the channels.
9. All the Winners shall be chosen in accordance with the Winner selection process duly certified by an **Independent External Auditor** appointed by the Organizer and decision of Independent External Auditor shall be final and binding on the Participants.
10. Without prejudice to the foregoing, the Participant shall not hold the Organizer, the Independent External Auditor or VIL liable for the Winner selection process under this Challenge.
11. Post selection of Winners the results will be uploaded on <http://one97.com/contest/vil> and the Organizer shall also make 5 consecutive attempts to contact Winners over call and/or SMS

and/or email to inform about the prizes and further process of claiming the prizes (“Communication”). Organizer shall maintain requisite record in this regard. The Winner will have to submit the documents (required documents mentioned below) within 30 days post the Organizer contacts the winner through Call or SMS or email. It is the responsibility of the Participant to check the result link provided on daily basis post completion of Challenge to know the Winners. And further it is the responsibility of Winners to claim their prize. The details required for claiming the prize shall be mentioned along with Challenge Winner list.

12. The Organizer reserves the right to roll over to next eligible Participant and/or forfeit the prizes, at its sole discretion of the Organizer and Winner agrees to surrender the prize if:
  - a. The Winner does not claim the prize or fails to submit all necessary documents pursuant to these terms and conditions, within 30 days post the Organizer made a Communication with the winner.
  - b. The Winner does not submit TDS (if applicable) amount within 20 days of receipt of information from the Organizer.
  - c. The Winner is disqualified for tampering with or abusing the process or any Terms and Conditions of the Challenge or for any other valid reason deem fit by the Organizers in the genuine interest and fairness of the Challenge.
  - d. The Winners are not reachable/contactable after One97 has attempted to establish a Communication with the winner. Post expiry of the stipulated time, the winner will not be entitled to claim the prize.
13. In all cases or any issues related to Winner’s liability on TDS amount, the Organizer’s decision will be final.
14. Post completing the documentation process, the Winner will be informed (through tele-calling) regarding the modalities of the prize and distribution thereof. Delivery of prize will be subject to the Winners giving the correct address and his/her availability there. In the event, the prize cannot be delivered due to reasons beyond the control of the Organizer, the Winner(s) shall collect them from the nearest place, specified by the Organizer, at their own cost. The Organizer will not be liable to reimburse the cost so incurred by Winner - whether travel, accommodation or any other cost.
15. **Note:** If there is any delay in the verification of probable winners for any prize category (as decided by the organizer) due to certain reasons such as verification documents pending, TDS pending, etc. then this will delay the declaration of final Winner list. The Organizer will not be responsible for this delay. For avoidance of any doubts, the final Winner list shall be published only after successful verification of documents submitted by the Winners.
16. Winners (including spouse of Winners and immediate/first blood relatives of Winners) of the previous season (i.e. Score and Win Challenge – Season ~~4011~~ which was conducted between ~~8<sup>th</sup> December 2022 to 7<sup>th</sup> March 2023~~ 8<sup>th</sup> March 2023 to 31<sup>st</sup> March 2023) of Score & Win Challenges organized by the Organizer for VIL who have won a Bumper / Circle Bumper / Zonal Bumper shall not be eligible for the Bumper / Circle Bumper / Zonal Bumper Prize in this Challenge. This condition shall also apply to other Participants who share the **same address** with Winners of the previous season (i.e. Score and Win Challenge - Season ~~4011~~)

of Score & Win Challenges organized by the Organizer for VIL who have won a Bumper / Circle Bumper / Zonal Bumper prize.

17. Winners also agree to provide an undertaking to the effect that his/her spouse or immediate/first blood relatives of Winners are not the winners of Bumper prize of the previous Score & Win Challenges (i.e. Score and Win Challenge - Season ~~4011~~) organized by the Organizer for VIL.
18. Winner, who is found to have made a false claim under sub clause (13) supra, does hereby agree to:
  - a. Allow the Organizer to recover the Prize (referred to in sub-clause (13) supra); and
  - b. Completely indemnify the Organizer, including any cost thereof, if declaration made in sub clause (13) supra is found false or incorrect.
19. If the same person having different MSISDN has been selected more than once, 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. If a Participant is declared as Winner in more than one Prize category then he/she shall be entitled to only one prize/ reward of highest value amongst different prize/ rewards in the entire Challenge Period. This condition is not applicable for recharges and surprise day prize.
20. All prizes will be given after deducting various taxes, license fees and charges as applicable except as otherwise stated in writing.
21. All decisions of the Organizer in respect of all transactions under this Challenge, including without limitation the selection of Winners as certified by the Independent External Auditor and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard. VIL has no role in the selection of Winners or prizes in this Challenge.
22. The list of the Winners of the prizes will be announced and published on <http://one97.com/contest/vil> after the end of the Challenge and after all the Winner selection process are completed.
23. All prizes offered in this Challenge will be sponsored and distributed by the Organizer or a designated third party.
24. Any failure on the part of the Winner under this Challenge to comply with directions issued by the Organizer shall entitle the Organizer, 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 and which shall in the case of Bumper, 1<sup>st</sup> Prize and 2<sup>nd</sup> prize winners, is limited up to 3 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s), submission of necessary documents and compliance of any such condition as expressly mentioned herein. All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Challenge and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer under any circumstances.

25. Mere participation in the Challenge shall not entitle a Participant to the prize. No other person or agent can claim the prize on behalf of the Participant. Except in cases where the Organizer approves the representative to claim/collect the prize and the representative furnishes the documents as may be required by the Organizer. Further, only registered VIL Challenge Pack Members of the winning mobile phone number can be Winners and not merely the players using such mobile numbers.
26. Without prejudice to the foregoing, under no circumstance shall the Winners of the Challenge be entitled to redeem any category of prize for cash. The Organizer, at its sole discretion, shall not provide a cash alternative to any of the prize being offered in this Challenge.
27. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law or by Organizer):
- a. Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc).
  - b. Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc).
  - c. One passport size photo.
  - d. Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner).
  - e. Post paid bill (for post paid user) (additional document).
  - f. Submission of acknowledgement letter (as per the format that shall be provided by the Organizer) on receipt of the Prize(s)
  - g. PAN card copy self-attached
  - h. For Bumper Prize or equivalent prize Winners of previous Challenge (i.e. Score and Win Challenge - Season ~~4011~~) - Affidavit on a non-judicial stamp paper of appropriate value that he / she (including spouse of Winners and immediate/first blood relatives of Winners) has not won any Bumper prize or equivalent prize in previous Challenge (i.e. Score and Win Challenge - Season ~~4011~~) organized by the Organizer for VIL. Further, Winners of Bumper Prize or equivalent prize shall provide declaration that winner does not share the same address with Winners of previous Challenge (i.e. Score and Win Challenge - Season ~~4011~~) organized by the Organizer for VIL who have won a Bumper Prize.
  - i. In the event the number 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
    - b. Authorization letter of the employer.
  - j. Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizer or applicable laws.

- k. Every Winner has to provide his/her photograph and detail interview while receiving prize.
28. In the event, it is found or comes to the knowledge of the Organizer that Participant and/or Winner submitted inaccurate/ misleading details/ or information as requested by the Organizer as stated herein or in future course of action, the Organizer reserves the right to forfeit the prize handed over to the Winner(s) and/or to be handed over to Winner(s) and take the required legal action against them.
29. Neither VIL nor the Organizer is 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 so awarded to 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. Any and all claims regarding the quality or service of the prize shall be made by the Winner to the Organizer.
30. 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 the Organizer.

\*A Winner earning prize in excess of INR 10,000/- Per Challenge in aggregate from all Challenges /offers conducted by the Organizer irrespective of any specific operator will be subject to TDS under the Income Tax Act, 1961.

31. All gratification will be given after deducting various taxes, license fees and charges as applicable. All incidental costs (i.e. insurances, transfer fees, registration fees, and all the expenses incurred over and above on the road 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 Winner 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.
32. In case the specified model or type of gratification offered under this Challenge is discontinued or not available during or after the Challenge, the Organizer shall at its own discretion offer another gratification of the same value which may or may not be of the same colour / brand. If the Winner wants the exact same gratification of the same colour/brand mentioned in this Challenge and if the value of the gratification increases during or after the Challenge or at the time of gratification distribution or Winner announcement period, the Organizer will only pay the value of the gratification announced as per this T&C's that was during the launch of the Challenge, post TDS deduction and the Winner has to pay or bear the extra amount including the applicable taxes. The Gratification amount shall be given by way of cheque in the name of the dealer from whom the said gratification is being purchased. The color/brand of the gratification shall be strictly as per availability.
33. VIL and the Organizer is not liable for any direct/indirect costs or expenses in relation to the Challenge which are to be borne by the Participant personally, including without any limitation the costs of collecting prizes or applicable taxes to be borne by the Participant entitled to the prize.



34. The Participant shall not have the right to claim any damages, loss or costs from the Organizer and/or VIL for delay in delivery of the prize(s) on any grounds whatsoever. The Organizer and / or VIL are not liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Challenge.
35. The prizes shall be handed over by the Organizer on receipt of all the documents, from the Winners, required to process the distribution of the prize, and satisfactory verification thereof by the Organizer.
36. Questions and their answers are designed/ sourced by the Organizer, as per their best knowledge and information available in public at large and have been collected and framed with reasonable prudence. The answers are based on largely known facts and any exceptions are not considered. In the event of any discrepancy / dispute regarding the questions or answers, neither the Organizer nor VIL nor any third party involved shall be liable towards any Participant in any manner.
37. All incidental costs, expenses, taxes or levies related to the Prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), Insurance, registration fees and any other taxes applicable by the Central, State or Municipal government. To avail and/or use the prize, Winner shall be solely liable for all applicable regulatory and statutory compliances including but not limited to any costs involved.
38. Any Participant providing any incorrect information, concealing or withholding any information from the Organizer 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 outstanding amount to VIL or any other information provided by the Participant, shall entitle the Organizer to disqualify him/her without any further intimation. The Organizer agrees that VIL does not have any liability or responsibility with respect to any information furnished by a Subscriber to the Organizer.
39. 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 and/or the Organizer, unless otherwise expressly provided hereunder.
40. The Winner's name will be announced by the Organizer along with Independent External Auditor, as registered in the system of VIL.
41. The Winners shall not be entitled to their respective prize, in case he/ she fails to clear all outstanding dues payable to VIL and / or is not an Active Subscriber of VIL during Challenge Period and on the date of claiming the prize/s.
42. In event of the death of the Winner, the prize if any may be awarded by the Organizer to the legal heirs/successors of the deceased Winner at sole discretion of the Organizer. The 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 legal right the prize shall be transferred to next eligible winner.

43. In addition to the Clause 12 PRIZES AND WINNER SELECTION PROCESS of this T&C, the Organizer reserves the right to roll over to next eligible Participant and/or forfeit the prizes under the following circumstances:

- a. If documents provided are found to be inaccurate/misleading.
- b. If Winner is unwilling to claim/accept the prize.

If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number. Any failure on the part of the Winner to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s) or roll the prize over to the next eligible Winner, at their sole discretion.

44. 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 respective Zone/National/Circle Group prize where the number will be registered at the time of winner selecting process.

45. 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.

46. Prizes will be delivered against production of valid documents evidencing identity of Winners;

47. Winner will be decided basis above mentioned method by the Organizer. By participating in the Challenge the Participant agrees to be bound by the Winner selection process adopted by VIL and the Organizer & shall not raise any dispute in this regard in any manner whatsoever.

48. Participants are requested not to use any abusive/inappropriate language on any queries done on email i.e. games@paytm.com, else One97 hold the right to not to respond to such queries raised by the customers.

#### **G. MODIFICATION AND WITHDRAWAL OF TERMS AND CONDITIONS**

1. The Organizer and/or 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 prizes at its sole discretion as may be required in view of business exigencies, authorities, changes by regulatory authority and/or statutory changes and for other reasons beyond its control.

2. If Organizer 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 the Website <http://one97.com/contest/vil>. You are therefore advised to check these websites 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.

## H. 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 and the Organizer 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 and the Organizer, 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. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by the Organizer and VIL including, but not limited to, meeting of the Participant’s requirements or aspirations, timeliness, security, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process due to technical snags including network problems or system error, the results or reliability of the Challenge, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Challenge or any transactions effected through the Challenge; (b) The Participant expressly agrees that his/her participation in the Challenge offered by the Organizer is at the Participant’s sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Challenge shall be construed to mean the giving of any warranty of any kind by the Organizer or VIL.
4. Neither VIL nor the Organizer shall 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 in time recorded or taken for answering a question through voice mode 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 and /or the Organizer shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or 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 the Organizer has the sole discretion to disqualify the winner and forfeit/recover the prize money, forfeit the Challenge or declare the runner up as winner.
5. The Participant shall indemnify and keep indemnified VIL and the Organizer 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 the Organizer or VIL may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Participant under the Terms and Conditions, any failure by the Participant participating in the Challenge to comply with applicable law, any infringement of intellectual property rights of the Organizer and/or VIL and any third party claim in respect of misuse of any information of a third party.

VIL and the Organizer shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participant.

6. The Organizer, VIL nor any of their group entities or affiliates, their respective directors, officers, employees, vendors, representatives, shall not be liable for any action, claim, demands, losses, cost, charges, expenses or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life) or incurred or claim to suffer, by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prizes offered or on account of their participation in this Challenge.
7. 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.
8. The Organizer and VIL do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
9. The Organizer 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.

#### **I. 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 the Organizer, 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 the Organizer or 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 the Organizer and to any third party content licensor to VIL that is made available through the Challenge.

#### **J. GENERAL TERMS AND CONDITIONS**

1. By participating in this Challenge, You confirm that you have read understood and agreed to confirm to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that you have submitted while participating in the Challenge;
2. Participants shall fill the submit minimum required information before contest or the particular season (if applicable) is over at the URL: <http://one97.com/contest/vil/index.html> or <http://one97.com/contest/vil/SNW/home.html>
3. This awards under this Challenge cannot be used in conjunction with any alternative award or promotion of a similar nature;

4. The provisions of this service, the Challenge and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.
5. 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.
6. Points obtained in this Challenge will be valid for this Challenge only & will not be carried forwarded to new or any other Challenge.
7. The Participant may contact the Organizer for any queries/complaints by sending an email to games@paytm.com which will be answered between 9:30 am to 6:30 pm on working days, between Monday to Friday. All disputes must be addressed by the Participant in writing to the Organizer directly and VIL shall not entertain any communication in this regard. Further, any information that the Participant may request in connection with the Challenge, may be provided by the Organizer to the Participant, at the sole and absolute discretion of the Organizer, depending on the nature of the information requested, and any such information may be provided only during a period of 60 days from the end of the Challenge. No such request shall be entertained thereafter. The Organizer further clarify that any information requested by any Subscriber shall only concern that Subscriber and under no circumstances will the Organizer provide confidential information or information pertaining to other Subscriber (s).
8. Upon participating in the Challenge, the Subscriber confirm and waive 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 and engagement calls / SMS, promoting the new Challenge. The participant will be informed about the next Challenge to be launched after the end of the Challenge. They can at any given point of time deactivate from the Challenge.
9. Also, by participating in this Challenge, You:
  - a. Agree to the Terms and Conditions mentioned below and give Your consent for the same;
  - b. Agree that You are entering into this Challenge as an independent party and nothing herein establishes an employer-employee relationship between You and VIL or between You and the Organizer and You are acting voluntarily, using Your own time and resources to participate in this Challenge, solely at Your own risk;
  - c. Warrant that You have read, understood and agreed to confirm to these Terms and Conditions;
  - d. Warrant the accuracy, truthfulness and currency of all information that You have submitted;
  - e. Warrant that prior to subscribing to the Challenge, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein and the terms and conditions of the Challenge Pack; and

- f. Confirm and undertake that You will make an informed choice regarding the option to play through voice or Short Message Service (“SMS”) or on Unstructured Supplementary Service Data (“USSD”) or on IVR and after understanding the implications of the same.
10. **Force Majeure** – 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 VIL (“Force Majeure Event”). VIL and the Organizer shall not be liable for any delay or adverse effect caused to Participants as a result of a Force Majeure Event. VIL shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Participants.
11. VIL and the Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the Participants.
12. The Organizer and 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. The Organizer 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 the Organizer or its service providers, inside or outside India. Participants’ personal information will be stored and processed in accordance with VIL Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumeror> <http://www.ideacellular.com/privacy-policy>.
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 Pack member. 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. 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.
15. 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.
16. This Challenge may contain factual references to the names of certain companies, products and individuals. The Organizer and VIL make 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.
17. 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 and the Organizer mutually, 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.

## **EXHIBIT A**

## **CHALLENGE AREA**

The Challenge is valid in below telecom circle and zone groups –

| <b>S.No.</b> | <b>Circle Group</b>                                | <b>Region</b> |
|--------------|--|---------------|
| 1            | PUNJAB, HARYANA, HIMACHAL PRADESH, JAMMU & KASHMIR | North         |
| 2            | UTTAR PRADESH EAST & UTTAR PRADESH WEST            | North         |
| 3            | DELHI, RAJASTHAN                                   | North         |
| 4            | WEST BENGAL, NESA, ORISSA, BIHAR, KOLKATA, ASSAM   | East          |
| 5            | ANDHRA PRADESH & KARNATAKA                         | South         |
| 6            | TAMIL NADU, CHENNAI & KERALA                       | South         |
| 7            | MADHYA PRADESH                                     | West          |
| 8            | MUMBAI   | West          |
| 9            | GUJARAT  | West          |
| 10           | MAHARASTRA   | West          |

Notwithstanding the foregoing, if the operation of or participation in the Challenge is prohibited in any State and/or territory or part thereof as per applicable law, notification or any order issued in any State /Territory by the respective Government, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe or to participate in the Challenge. No further notice shall be given by VIL or the Organizer in this regard.

## **EXHIBIT B**

### **CHALLENGE DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

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

#### **1. Charging:**

- **Participation in the Challenge through calls (IVR and OBD):**
  - Each Challenge Pack Member can subscribe to the Challenge through IVR for free by dialling 5040406 for PPQ Challenge and shall be charged Rs.1, Rs.2, Rs.3 Rs.4 or Rs.5 per question as per the mobile account balance he/she has based on table A;
- **Participation in the Challenge through SMS and USSD:**
  - Each Challenge Pack Member can subscribe to the Challenge through SMS and USSD for free by dialling in the short code as mentioned below. Post subscription they shall be charged Rs.1, Rs.2, Rs.3, Rs.4 or Rs.5 per SMS or USSD flash (as per the as per the mobile account balance he/ she has based on the table A below) sent to the number 5040406 during the Challenge Period, unless otherwise specified herein.

**Table A**

| <b>Scoring Details</b>             |              |
|------------------------------------|--------------|
| <b>Charging per question (INR)</b> | <b>Score</b> |
| 5                                  | 50           |
| 4                                  | 40           |
| 3                                  | 30           |
| 2                                  | 20           |
| 1                                  | 10           |

- A Challenge Pack Member will be charged only if he/she plays the Challenge, in accordance with these Terms and Conditions. There will not be any automatic deduction of charges for this Challenge.
- The charged amount will not be refunded to Challenge Pack Members under any circumstances.

## **2. Challenge on Voice**

- Challenge will be available on the toll-free numbers 5040406.
- All the Challenge Pack Members can play the Challenge by calling the toll-free numbers 5040406.
- All questions under this Challenge shall be based on information available to the public at large.
- The Challenge consists of questions with 2 answer options each.
- All Challenge Pack Members may choose to play all questions at once, else he/she can continue playing the questions on any of the days during the Challenge Period.
- Challenge Pack Members can press 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option on the phone keypad to answer.
- For every right answer the Challenge Pack Member will get points as per Table\_A. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Challenge Pack Member will be played an appropriate prompt, with his/her updated score and given the next question and answer options.
- If Challenge Pack Member stops playing the Challenge after answering the nth question then when he/she calls back on the toll-free number 5040406, he/she will be given the (n+1)th question.
- If Subscriber stops participating in the Challenge without answering the nth question, then, when he/she calls the afore-mentioned number, he/she will be given the nth question, which may be different from what he/she received previously, i.e., if a Subscriber listens to the 4th



question but drops the call without answering the 4th question, then when he/she calls again, he/she will be given the 4th question, which may be different from what he/she received previously.

- The Challenge Pack Member will be given the questions one after the other till he/she finishes answering all the questions of the Challenge.
- The Challenge can be played only once by a Challenge Pack Member.

### **3. Challenge on SMS:**

- Challenge Pack Members can register for this Challenge on SMS, by sending CAR or 'A' or 'B' and can play this Challenge by sending PLAY or any other keyword except UNSUB CAR, HELP MENU, L1, L2, LANG, and SCORE as an SMS to the toll free number 5040406.
- A Challenge Pack Member shall be charged as per charging grid mentioned herein for every SMS sent to the number 5040406, except for Keywords - CAR, PLAY, HELP, UNSUB CAR, MENU, L1, L2, LANG, and SCORE. The questions under this Challenge shall be based on information available to the public at large.
- The Challenge consists of questions with 2 answer options each. Challenge Pack Members can answer the questions by sending 'A' or 'B', as a response to the questions to the number 5040406.
- All Challenge Pack Members may choose to play all questions at once, else he/she can continue playing the Challenge on any of the days during the Challenge Period.
- For every right answer, the Challenge Pack Member will get points as per Table A. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Challenge Pack Member will be sent an appropriate SMS on his/her number registered with VIL with his/her updated score and given the next question and answer option.
- If Challenge Pack Member stops playing after answering the nth question, then when he/she sends an SMS using PLAY, he/she will get the (n+1)th question.
- The Challenge Pack Member will be sent the questions one after the other till he/she finishes answering all the questions of the Challenge.
- A question will be valid only for 48 hrs from the time question is pushed from system. Post this question will be expired. If a user replies to an expired question, then no score will be awarded to him / her.
- The Challenge can be played only once by a MSISDN.

### **4. Challenge on USSD:**

- All Challenge Pack Members may play the Challenge by dialling the Unstructured Supplementary Service Data ("USSD") string \*545\*06#.

- This will be followed by question and answer options on USSD channel.
- All the questions have 2 answer options each and Challenge Pack Members can answer by sending 1 or 2, as a response to the questions.
- For every right answer, the Challenge Pack Member will get points as per Table A. There is no negative point for wrong answers.
- After every right or wrong answer, the Challenge Pack Member will be sent one USSD message with the right or wrong answer response, along with the score details and the next question and answer options.
- If a Challenge Pack Member stops playing after answering the nth question then when he/she dials USSD string \*545\*06# again, he/she will get the (n+1)<sup>th</sup> question on USSD.
- The Challenge Pack Member is given the questions one after the other till he/she finishes answering all the questions.
- The Challenge can be played only once by a Challenge Pack Member.

#### **5. Challenge on OBD:**

- All Challenge Pack Members may play the Challenge by attending the Out Bound Dialer (“OBD”) call.
- The Challenge consists of questions with 2 answer options each and Challenge Pack members can press 1 for 1st option or 2 for 2nd option on the phone keypad to answer.
- For every right answer the Challenge Pack Member will get points as per Table A. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Challenge Pack Member will be played an appropriate prompt, with his/her updated score and given the next question and answer options.
- The Challenge Pack Member will be given the questions one after the other till he/she finishes answering all the questions of the Challenge.
- The Challenge can be played only once by a Challenge Pack Member.

If a Challenge Pack Member plays the Challenge over all channels (VOICE, OBD, USSD & SMS), his/her score will only be cumulative and not exclusive for each of the channels. i.e. if the Challenge Pack Member has started playing the Challenge on voice and has scored 20 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4th question at Re.1 with 10 points, and if he/she answers the question correctly, his/her score will be 30. And this will be the score that will be considered for the Winner selection for all the prizes. Total question limit for this Challenge is 5000 for every participant.

**EXHIBIT C**

**PRIZES AND WINNER SELECTION PROCESS**

| <b>Score and Win Challenge Gratification Grid</b> |              |                               |  |   |
|---|--------------|-------------------------------|--|---|
| <b>Category</b>                                   | <b>Type</b>  | <b>Prize</b>                  | <b>Total Winners</b>                       | <b>Description</b>  |
| Bumper  | National     | BIKE                          | 4  | Bumper Prize Winner shall be selected from PAN India (National), on fulfilling the Winner selection criteria after completion of the Challenge.   |
| 1st Prize   | Circle Group | Smart Phone                   | 40 (1 per circle group)                    | 1st Prize Winner shall be selected from each circle group on fulfilling the Winner selection criteria, after completion of the Challenge.   |
| 2nd Prize   | Circle Group | Smart LED TV                  | 40 (1 per circle group)                    | 2nd Prize Winner shall be selected from each circle group on fulfilling the Winner selection criteria, after completion of the Challenge.   |
| Recharge Prize                                    | Circle Group | Recharge worth INR up to 50   | 2000 (1st 200 top scorer per circle group) | Recharge Prize Winner shall be selected from each circle group on fulfilling the Winner selection criteria, after completion of the Challenge. Once per challenge period.   |
| Daily Prize                                       | National     | Recharge worth INR up to 2000 | 24 (1 per day National)                    | Daily Prize Winner shall be selected from PAN India (National) on fulfilling the Winner selection criteria, after completion of the Challenge. Top Scorer of the day nationally.  |
| Surprising Tuesday                                | Circle Group | Recharge worth INR up to 4000 | 30 (1 per week circle group)               | Surprise Day Winners shall be selected from each circle group on every Tuesday (surprise day) during the Challenge period, on fulfilling the Winner selection criteria after completion of the Challenge. Top Scorer of the day for Circle Group. |

| <b>Score and Win Challenge Gratification Grid</b> |                     |                                    |   |  |
|---|---------------------|------------------------------------|---|--|
| <b>Category</b>                                   | <b>Type</b>         | <b>Prize</b>                       | <b>Total Winners</b>                              | <b>Description</b>   |
| <u>Bumper</u>                                     | <u>National</u>     | <u>BIKE</u>                        | <u>1</u>  | <u>Bumper Prize Winner shall be selected from PAN India (National), on fulfilling the Winner selection criteria after completion of the Challenge.</u> |
| <u>1st Prize</u>                                  | <u>Circle Group</u> | <u>Smart Phone</u>                 | <u>10 (1 per circle group)</u>                    | <u>1st Prize Winner shall be selected from each circle group on fulfilling the Winner selection criteria, after completion of the Challenge.</u>       |
| <u>2nd Prize</u>                                  | <u>Circle Group</u> | <u>Smart LED TV</u>                | <u>10 (1 per circle group)</u>                    | <u>2nd Prize Winner shall be selected from each circle group on fulfilling the Winner selection criteria, after completion of the Challenge.</u>       |
| <u>Recharge Prize</u>                             | <u>Circle Group</u> | <u>Recharge worth INR up to 50</u> | <u>2000 (1st 200 top scorer per circle group)</u> | <u>Recharge Prize Winner shall be selected from each circle group on fulfilling the Winner selection criteria, after completion</u>                    |

|                           |                     |                                      |                                     |  |
|---------------------------|---------------------|--------------------------------------|-------------------------------------|--|
|                           |                     |                                      |                                     | <u>of the Challenge. Once per challenge period.</u>  |
| <u>Daily Prize</u>        | <u>National</u>     | <u>Recharge worth INR up to 2000</u> | <u>30 (1 per day National)</u>      | <u>Daily Prize Winner shall be selected from PAN India (National) on fulfilling the Winner selection criteria, after completion of the Challenge. Top Scorer of the day nationally.</u>  |
| <u>Surprising Tuesday</u> | <u>Circle Group</u> | <u>Recharge worth INR up to 1000</u> | <u>40 (1 per week circle group)</u> | <u>Surprise Day Winners shall be selected from each circle group on every Tuesday (surprise day) during the Challenge period, on fulfilling the Winner selection criteria after completion of the Challenge. Top Scorer of the day for Circle Group.</u> |

\*\*Idea & Vodafone Challenges will be treated combined for the purpose of winner selection.