

TERMS AND CONDITIONS

"WATCH & WIN GOLD"

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/PROGRAM IS OPTIONAL FOR SUBSCRIBERS OF 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 **PRABHAT.KUMAR3@VODAFONEIDEA.COM**.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VIL POSTPAID & PREPAID SUBSCRIBERS PARTICIPATING IN THE CHALLENGE KNOWN AS "**WATCH & WIN GOLD**" (HEREINAFTER "**CHALLENGE**") AVAILABLE AT Vi APP AND Vi MOVIES & TV (HEREINAFTER "Vi App") 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" shall mean (i) Eligible Subscriber and (ii) who clicks on the banner and is directed to the Challenge page.
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;
 - d. He/she must have downloaded and using the Vi App and Vi Movies & TV App on or during the Challenge Period. He/she must be a VIP, Classic or basic user.

C. CHALLENGE PERIOD

1. This is a limited period Challenge available from **31st August 2022, 10:00 hours to 9th September 2022, 23:59 hours**, both days inclusive ("Challenge Period").
2. VIL reserves the right to extend or withdraw the Challenge, as it deems fit.

D. CUSTOMER JOURNEY AND CHALLENGE DETAILS

1. Eligible Subscribers will receive communication about the Challenge via SMS, Vi App and social handles.
2. The Challenge can be played only through Vi App.
3. On the Vi App, Vi Movies & TV App, the Eligible Subscribers will be shown a banner about the Challenge.
4. The Challenge requires the Participant to view the **"Live Streaming of Lalbaugcha Raja"** provided by **Shemaroo** _____ (**"Shemaroo"**) and available through Vi App. Participants are also required to watch any other devotional content of **Shemaroo** available through Vi App.
5. 2 Skill based question will be pushed on Vi App once every day and Participant is required to answer the question within the given timeline. The questions will be refreshed per day.
6. Winners will be selected from the valid entries of participants basis the following criteria:
 - Who have answered the daily question correctly and
 - Who have viewed for maximum minutes during a day of the Challenge Period, **"LIVE Streaming of Lalbaghcha Raja"** through Vi App (for not less than 20 minutes) and any other **Shemaroo Devotional content, movies and Shows** featured through the Vi App.
7. Winner Selection and Gratification:
 - 3 winners will be selected per day, who have fulfilled the winner selection criteria as set out in point 6 above. Each winner shall get **1 gm Gold coin**.
8. 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.
9. 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.
10. The winning Participant will be eligible for only one prize every-day. Entries by the individuals belonging to the same family or entries by the same individual from different MSISDNs will not be considered for winning.
11. All the winners shall be chosen in accordance with the winner selection process duly certified by VIL.
12. After the end of the Challenge Period, the list of the winners of the prizes will be announced within 15 to 30 business days.
13. Without prejudice to the foregoing, the Participant shall not hold VIL liable for the winner selection process under this Challenge.

14. The prizes will be delivered by Shemaroo to the winner after address validation. Further, all the winners must furnish Aadhar Card or a valid Indian PAN Card to claim the 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.
15. Winners will be contacted by Shemaroo through email or through phone for 2 consecutive times/days, and will be given further details as to how, when and where they can redeem their respective gratification(s). The winners are requested to acknowledge the call/email. Failure on the part of winners to acknowledge the email or answer the call as stated herein or to redeem the gratification at the time of delivery/event will entitle VIL to disqualify the winner and replace him/her with another eligible participant.
16. In the event, the winner fails to provide required details within a period of 24 hours of receiving the call/ email, such winners will not be given any prize. VIL reserves the right to declare another eligible person as the winner.
17. Winners have to bare the travel related cost, in case required, i.e. from the winner's residence to the place for collecting the prize.
18. No requests for reissue or replacement of the prizes will be entertained by VIL for stolen/lost/misplaced/damaged items.
19. All prizes will be given after deducting various taxes, license fees and charges as applicable except as otherwise stated in writing.
20. All prizes offered in this Challenge are subject to availability. Shemaroo or VIL 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.
21. 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.
22. VIL shall not be responsible for guarantees or warranties of the quality of the prizes nor is it liable for any defect or deficiency of such prizes under this Challenge. Participant further understands that the prizes provided may carry manufacturer's guarantee and in case of any deficiency, winners will contact the manufacturer only.
23. Any 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.
24. 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.
25. 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.

26. 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.
27. The winner's name will be announced by VIL as registered in the system of VIL.
28. In event of the death of the winner, the prize will be given to the legal heirs/successors of the deceased winner at sole discretion of the VIL or Shemaroo. Shemaroo 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.
29. 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.
30. 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.
31. 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.
32. VIL shall not be liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Challenge.
33. All the winners shall be chosen in accordance with the winner selection process by an internal panel arranged by VIL and decision of internal panel shall be final and binding on the Participants.
34. 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 Vi 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. All disputes must be addressed by the Participant in writing to VIL directly by sending an email to PRABHAT.KUMAR3@VODAFONEIDEA.COM.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. These Terms and Conditions are governed by laws of India and subject to the jurisdiction of courts in Mumbai.