TERMS AND CONDITIONS GOVERNING THE WIN BIG CHALLENGE SEASON 12 IS A PROMOTIONAL ACTIVITY ORGANIZED BY ONMOBILE GLOBAL LIMITED IN ASSOCIATION WITH VODAFONE IDEA LIMTED

A. **INTRODUCTION**

THE CHALLENGE IS AN OPTIONAL CHALLENGE CONCEPTUALIZED, ORGANIZED AND HOSTED BY _ONMOBILE GLOBAL LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT , TOWER 1, 94/1 C AND 94/2, VEERASANDRA VILLAGE, ATTIBELE HOBLI, ANEKAL TALUK, ELECTRONIC CITY PHASE 1, BANGALORE – 560 100, INDIA AND ITS CORPORATE OFFICE AT TOWER 1, 94/1 C AND 94/2, VEERASANDRA VILLAGE, ATTIBELE HOBLI, ANEKAL TALUK, ELECTRONIC CITY PHASE 1, BANGALORE – 560 100, INDIA (HEREINAFTER REFERRED TO AS "**ONMOBILE**" OR "**ORGANIZER"**) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE IDEA LIMITED, (HEREINAFTER REFERRED TO AS "**VIL/VODAFONE IDEA**").

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 "**WIN BIG CHALLENGE SEASON 12**" ("**CHALLENGE**") DURING THE CHALLENGE PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CHALLENGE KNOWN AS "**WIN BIG CHALLENGE SEASON 12**". 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 of Vodafone brand 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 OnMobile who shall be responsible for conceptualizing, organizing and hosting this Challenge.

3. "**Active Subscriber**" shall mean a Subscriber who uses the Vodafone brand 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. For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Re.1, to be eligible to participate in this Challenge;

   vi. He/she must not be of an unsound mind; and

   vii. 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.

   viii. He/she must not have been subject of any criminal proceeding;

   ix. Subscribers who are roaming outside their home Circle will be barred from playing 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 on IVR.

9. Further, the **WIN BIG CHALLENGE SEASON 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 prize.

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

23. 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 Mega Bumper Prize/Bumper Prize/Activation Bumper 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.

24. 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.

25. 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.

26. 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 Mega Bumper Prize/Bumper Prize/Weekly Activation Bumper or any equivalent prize Winners of previous Challenge- 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 Win Big Challenge Season 9: Mega Bumper Prize/Activation Bumper, Win Big Challenge Season 10: Mega Bumper Prize/Activation Bumper, Win Big Challenge Season 11: Mega Bumper Prize/Activation Bumper or any equivalent prize. any in previous Challenge organized by the Organizer for VIL. Further declaration required from Mega Bumper Prize/Bumper Prize/Weekly Activation Bumper or any

equivalent prize Winner that winner does not share the same address with Winners of previous Challenge and/or engagement activities organized by the Organizer for VIL who have won Win Big Challenge Season 9: Mega Bumper Prize/Activation Bumper, Win Big Challenge Season 10: Mega Bumper Prize/Activation Bumper, Win Big Challenge Season 11: Mega Bumper Prize/Activation Bumper or any equivalent 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.

27. 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.

28. 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.

29. All the Winners need to email a valid copy of his/her PAN Card on the email address **contest@onmobile.com** 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 the Organizer.

30. TDS will be deducted at source for all gratification except for recharges/recharge coupons/discount coupons/gift voucher.

    *(*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. All winners are responsible for the safekeeping of their Cash Card/Gold Voucher/Gift Voucher. Should the Cash Card/Gold Voucher/Gift Voucher be lost, misplaced or stolen, or the value on the Cash Card/Gold Voucher/Gift Voucher be used by an unauthorized person, neither the Organizer nor VIL shall be held liable. The Organizer or VIL shall not be held liable in the event of any fraudulent transactions relating to the Cash Card/Gold Voucher/Gift Voucher.

34. In the event of the Cash Card/Gold Voucher/Gift Voucher being lost, misplaced or stolen, the winner shall be responsible for reporting the card to the Respective Bank. Any queries in respect of usage of the Cash Card/Gold Voucher/Gift Voucher can be directed to Respective Bank.

35. You acknowledge and agree that the amount mentioned in the Cash/Gold Voucher/Gift Voucher may not be fully utilized, subject to change in the rates and related antecedents to such Cash/Gold Voucher/Gift Voucher; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount.

36. A separate T&C for the prizes offered by the respective vendor shall apply. Winners are requested to adhere to the said T&C. Any queries in respect of usage of the gratification shall be directed to the respective vendor.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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 Organizerto 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.

43. 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.

44. The Winner's name will be announced by the Organizer along with Independent External Auditor, as registered in the system of VIL.

45. 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.

46. 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.

47. The Organizer reserves the right to forfeit the prizes under the following circumstances:

    a. If documents as mentioned herein are not submitted within 30 days

    b. If documents provided are found to be inaccurate/misleading.

    c. If Winner is unwilling to claim/accept the prize.

    d. If the Winner is not reachable over phone after trying 5 times.

    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.

48. 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 respective National prize where the number will be registered at the time of winner selecting process.

49. 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.

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

51. 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.

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://vil.contestzone.in. 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. This awards under this Challenge cannot be used in conjunction with any alternative award or promotion of a similar nature;

3. The provisions of this service, the Challenge and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.

4. 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.

5. Points obtained in this Challenge will be valid for this Challenge only & will not be carried forwarded to new or any other Challenge.

6. The Participant may contact the Organizer for any queries/complaints by sending an email to contest@onmobile.com which will be answered between 09:00 am to 09:00 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).

7. 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.

8. 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; and

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.

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.

9. **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.

10. 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.

11. 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=consumer

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 groups –

S.No.	*Circle-Groups*
1	AP (excluding Telangana) + Kerala
2	ASSAM + NE + Bihar + Orissa
3	DELHI + Haryana+ JK + Punjab + HP
4	GUJARAT
5	KARNATAKA
6	KOLKATA + WB
7	MAHARASHTRA
8	MUMBAI + MP + RAJASTHAN
9	UPE +UPW
10	CHENNAI & TAMILNADU

Note: RESIDENTS OF THE STATE OF TELANGANA ARE NOT ELIGIBLE TO PARTICIPATE IN THIS CHALLENGE AND ARE PROHIBITED BY LAW.

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.

Mode of Activation/Participation, Questions and Charges:

Mode of Activation/Participation	Mode of receiving questions	Total number of questions	Number of questions per day	Charges	Points Scored per question
IVR (534880 / SMS (534880) / USSD (*567*7#)/ OBD/ Mweb	IVR / SMS / USSD / MWeb / OBD	70 Questions / week as per below mentioned weekly schedule**	NA	Users will be charged Rs.35 / week as per below mentioned weekly schedule**	1

Weekly Schedule		
Week	From	To
1	28-July	03-Aug
2	04-Aug	10-Aug
3	11-Aug	17-Aug

Fall Back Charges for Pre-paid users:

For Pre-paid users the following fall back charges applicable - Rs. 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2 and Re. 1

Based on the amount charged, Participants will be allowed to answer questions and play the Challenge.

Example: Participant who is charged Rs. 35 will get to answer 70 questions. Participant who is charged Rs. 34 will get to answer 68 questions.

Participant who will be charged any amount below Rs.35 is further eligible to play the rest of the questions by paying Re. 1 for each question.

EXHIBIT C

PRIZES AND WINNER SELECTION PROCESS

Prize Model	Criteria	Points	Product	Selection	Value	Qty	Description
Weekly Mega Bumper Prize	1 MSISDN per week	Highest Score	Gold Voucher/Cash Card/Smartphone	National	10,000	3	• The selection for the Weekly Mega Bumper Prize will be conducted as per the weekly schedule**. • 1 MSISDN across all circle groups*, with highest point, in the least amount of time during that week will be selected as winner. • The Winner of Weekly Mega Bumper Prize will not be eligible to win Weekly Activation bumper prize and Weekly Bumper prize of that week.
Weekly Bumper Prize	1 MSISDN per week	35	Gift Voucher	National	2,500	3	• The selection for the Weekly Bumper Prize will be conducted as per weekly schedule**. • 1 MSISDN across all circle groups *, with the score of 35 points, in the least amount of time during that week will be selected as the winner.
Weekly Activation Bumper	1 MSISDN per week	1	Gold Voucher/Cash Card	National	5,000	3	• The selection for the Activation Bumper Prize will be conducted at the end of that week as per weekly schedule**. • 1 MSISDN, across all circle groups*, with the score of 1 point, in the least amount of time during that week will be selected as winner. • The Weekly Activation Bumper Prize winner will not be eligible to win Weekly Bumper Prize of that week.
Daily Bumper Prize	1 MSISDN	20	Gift Voucher	National	500	21	• 1 MSISDN across all circle groups*, with score of 20 points, in the least amount of time on that day, will be selected as the winner. • 1 MSISDN can win Daily Prize only once in the challenge.

Recharge Prize - Level 2	Daily First 100 MSISDNs	10	Mobile Recharge Coupon	National	49	2,100	• Daily First 100 MSISDNs across all circle groups* who scores 10 points on that day will be selected as winners. • 1 MSISDN can win this prize only once in the week as per the weekly schedule**
Recharge Prize - Level 1	Daily First 500 MSISDNs	5	Mobile Recharge Coupon	National	10	10,500	• Daily first 500 MSISDNs across all circle groups* who scores 5 points on that day will be selected as winners. • 1 MSISDN can win this prize only once in the week as per the weekly schedule**

1 Individual winner irrespective of MSISDNs can win only one of the above Prizes.

In case of a tie in the score and time taken in the selection of winners of Weekly Mega Bumper Prize, Weekly Bumper Prize. Weekly Activation Bumper Prize and Daily Bumper Prize in the challenge, the Winner will be the MSISDN that has achieved the relevant score as detailed above, first in point of time, which shall be electronically recorded by an independent system of the Organizer.

The time taken for answering a question on "Voice" mode, is calculated from the time OnMobile's system plays Beep after the question till the answer DTMF input received by system. On SMS and USSD channel time taken is calculated from the time system pushes the question till the answer input received by system.

A Subscriber is eligible to win more than one Prize during the period of the Challenge, which means that he/she can win more than one Prize provided he/she meets the above said criteria of the respective Prizes and gets selected

Note: If a participant plays the Challenge over all 4 channels (Voice, SMS, MWEB & USSD), his/her score will only be cumulative and not exclusive for each of the channels. i.e.: if the participant has started playing the Challenge on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS or USSD, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the winner selection for all the prizes.

****Weekly Schedule**

Weekly Schedule		
Week	**From**	**To**
1	28-July	03-Aug
2	04-Aug	10-Aug
3	11-Aug	17-Aug

Mega Bumper Prize	Gratification
Week-1	GOLD VOUCHER/ CASH CARD/ SMART PHONE
Week-2	GOLD VOUCHER/ CASH CARD/ SMART PHONE
Week-3	GOLD VOUCHER/ CASH CARD/ SMART PHONE