

Contest/Offer Name: iPhone 7 Contest

1. One97 Communications Ltd. owns the brand "Paytm" and operates the 'Paytm Platform' which includes URL [www.paytm.com](http://www.paytm.com), mobile application, Paytm IVR and Paytm WAP.
2. By participating in this Contest, You agree to be legally bound by and abide by the below stated terms & conditions (T&C). You confirm and acknowledge that you have read, understood and agreed to conform to these Terms and Conditions. If You do not agree to these terms & conditions, please do not participate in this Contest. Paytm reserves the right to amend, modify, change, add or terminate (collectively "Changes") these terms and conditions or discontinue this Contest without any further notice.
3. This Contest is sponsored, organized and administered by One97 Communications Ltd (hereinafter referred to as "Paytm"), a company having its registered office at 1st Floor, Devika Tower, Nehru Place, New Delhi - 110019 and corporate office at B-121, Sector 5, Noida, UP 201301.
4. This Offer is valid from 19<sup>th</sup> September 2016 till 26<sup>th</sup> September 2016 (both days included), hereinafter referred to as "Contest Period".
5. Buy the deal for Rs. 10 from [www.paytm.com / Paytm](http://www.paytm.com / Paytm) Mobile Application & answer a simple question correctly to become eligible for participation in the 'iphone 7 Contest.
6. A user can purchase this deal as many number of times as deemed fit. More purchases will increase the probability of winning of a user.
7. One lucky winner will be selected on random basis who will win an iPhone7. iPhone 7 (128 GB) will be given to winner once it is launched in India and available for purchase.
8. Offer cannot be combined with any other promotions or offers.
9. Post selection of winner, the result will be published on Paytm's social page like Facebook/Twitter. Further, One97 Communications Ltd. shall also make three (3) attempts to contact winner on their registered Mobile Number/E-mail in the contest to inform about the gratification and further process of claiming the gratification.
10. Eligibility for claiming the prize: To be eligible to claim the gratification/s under the Contest, the winner must have a valid Paytm KYC verified account (as per RBI guidelines). If the Paytm account is not KYC verified, the winner must submit documents for KYC and get his/her account KYC verified before claiming the prize.
11. All gratification must be claimed by the winner(s), along with the documents (if applicable) specified herein below within the specified timelines intimated above by the Organizers. The documents\* required to be submitted along with the claim by the Winner(s) include the following:
  - a) Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months and such other document as is considered as valid Address proof in law.
  - b) Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License and such other document as is considered a valid Photo Id proof in law.
  - c) One passport size photo.
  - d) Postpaid bill (additional document for postpaid users only).
  - e) DD equal to TDS amount in advance in favor of 'One97 Communications Ltd.' (30% of gratification amount if exceeding Rs 10,000 as per applicable Income tax rules) or equivalent deduction on online payment.
  - f) PAN card copy self-attested.

g) Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.

h) Such other document/s as may be required by Organizers basis requirements of applicable laws.

\*The above document list is only inclusive and not exhaustive and can change as per the requirements of Organizers and applicable law.

12. Paytm shall provide the promo code to the Winner after compliance of Clause 11 above. Promo code shall entitle the winner to place an online order on Paytm Platform to purchase iPhone 7 (128 GB).

### **Terms & Conditions:**

1. The participation in the Contest is open only for the Contest Period for the Paytm Registered Users in India. Employees of Paytm (including their family members) and of their group companies, affiliate or associate companies, shall not be eligible for any of the gratifications under this Contest.
2. By participating in this Contest, participants have given us the right to use your name, photograph and other personal details for the purpose of this campaign including announcing your name as eligible participant on social media, Paytm platform, or in public domain.
3. By participating in the Contest, participants consent to the following information relating to Paytm and their concerned vendors and/or published or otherwise communicated to in any media that Paytm may deem fit, for the purpose of winner's announcement: name, mobile phone number, score and/or photograph. Paytm may, at their discretion, choose not to disclose the identity of the selected winner(s) to other participants unless expressly mentioned herein. The participants also consent to the information being shared by Paytm with its affiliates and service providers and to the information being processed and stored in the servers of Paytm or its service providers, inside or outside India.
4. Participants acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP/APP, Website and all material or content related to the Contest shall remain, at all times, owned by Paytm and/or their respective owners. All material and content contained in Paytm platforms is made available for participant's personal and non commercial use only. Any other use of the material/ content on Paytm platforms and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
5. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Paytm including, but not limited to, meeting of the participant's requirements or aspirations, timeliness, security, the results or reliability of the Contest, delay in sending or receiving the SMS for participating in the Contest, delay in time taken or recorded for answering a question under the tie-breaker process, or 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 Contest or any transactions effected through the Contest; (b) The participant expressly agree that his/her participation in the Contest offered by Paytm is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or

pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind by Paytm.

6. The gratification(s) under this Contest are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the gratifications shall be subject to such other T&C as may be applicable to specific gratification and shall have to be duly complied with by the winner(s).
7. The gratification(s) to the winner(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents/papers as may be required by Paytm before accepting the delivery of the gratification. Any failure on the part of the winner(s) to comply with directions issued by Paytm for claim of gratification shall entitle Paytm to forfeit the gratification(s) or roll the gratification over to the next eligible winner(s), at their sole discretion.
8. Any participant providing any incorrect information or concealing/withholding any information from Paytm with intent to participate and/or be chosen as the winner(s) of the Contest will automatically be disqualified from participating in it and being chosen as the winner(s) of the different categories of gratification. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Operator number, domicile, payment of outstanding amount to Paytm or any other information provided by the participant, shall entitle Paytm to disqualify him/her without any further intimation.
9. The participants shall indemnify and keep indemnified Paytm and their officers, directors, employees, customers, affiliates and agents 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 Paytm may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Participants under the T&C hereunder, any failure by the participants to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Paytm shall have the right to defend themselves, pursuant to this Clause, at the cost of the participants. Paytm or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner(s) or any third party, in connection with the Contest.
10. All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the winner(s), including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government. The participant/s participant/s who have won the gratifications have to make their own arrangements for travel, accommodation to claim the gratification (if applicable); Paytm shall not be responsible for the same or any cost of travel and accommodation incurred by any of them.
11. The participants and Winner(s) hereby irrevocably authorize Paytm and its affiliates, subsidiaries, associates to use the data gathered during and/or after the Contest in respect of the participant (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements along with or without Paytm's brand.
12. This Contest 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 Paytm ("Force Majeure Event"). Paytm shall not be liable for any delay or adverse effect caused to this Contest thereunder as a result of

a Force Majeure Event. Paytm shall intimate the suspension of Contest caused as a result of such Force Majeure Event to the participants within reasonable time.

13. This Contest is subject to guidelines/ directions issued by the Department of Telecommunications ("DoT"), Telecom Regulatory Authority of India ("TRAI") or any other statutory authority from time to time.
14. Questions and their answers, designed/sourced by Paytm, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, neither Paytm nor any third party involved shall have any liability towards any participant.
15. Paytm shall not be responsible for any claims arising out of technical failures before, during of the Contest or after the completion including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Contest, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.
16. Paytm reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the T&C and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the participant.
17. Failure by Paytm to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Paytm shall assign any of its rights within the Contest to any party without prior intimation to participants.
18. Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the participants.
19. Paytm neither guarantee or warranty the quality of the goods being offered as Prize nor is liable/ responsible for any defect in the goods so obtained/availed, by the winners under this Contest. Paytm shall also not be liable for any defect in the Prize so offered to the Winner under this Contest. The winner further understands that the goods provided as prize will carry manufacturer's guarantee and in case of any deficiency in the goods, participant will contact the manufacturer only.
20. The Prize is subject to availability and there will be no cash alternative.
21. The winners understand and agree that Paytm shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a Winner and/or any third party, directly or indirectly, by use or non-use of the Prize.
22. Apart from the entitlement to the Prize, the winners or their legal heirs/ successors/ representative will have no other rights or claims against Paytm. Maximum aggregate liability of Paytm is restricted to the extent of issuing the prize to the winner, in pursuance to the terms and conditions herein.
23. The winner(s) understand and agree that acceptance of the Prize by them, constitutes grant of permission to One97 and its affiliates, to click photographs of the winner and use the winner's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and trade without any additional compensation whatsoever to the winners. The

participant/winner, hereby provides his/ her irrevocable consent for sharing /submission of his/her personal information to Paytm, and subsequent use by Paytm of such information for lawful purposes by Paytm as per its discretion.

24. Post winner(s) declaration and completion of their announcement and further process as the case may be if Paytm finds that the declared winner(s) are wrong then One97 reserves the right to declare the correct winner(s) again and cancel the gratification of winner(s) declared earlier.
25. The terms and conditions mentioned in this Contest is the extension of Paytm policies/terms and conditions, mentioned on the Paytm Platform.
26. Paytm reserves the right of declaring the winner on the basis of terms stated herein and no questions whatsoever in this regard will be entertained and Paytm discretion will be final and binding.
27. The Contest is open to all Indian citizens of 18 years of age or above. This Offer shall not be applicable to One97 Communications Ltd., their representatives, employees or their family members.
28. Any dispute arising out of this offer and terms & conditions of this campaign shall first be attempted to be resolved amicably through negotiations with the Paytm Representative. In the event, amicable settlement fails, the dispute shall be referred to the Sole Arbitrator to be appointed by One97 Communications Ltd at it's absolute discretion, which shall not be challenged by any party. The Award passed by the Sole Arbitrator shall be binding upon both the parties. The Venue of the Arbitration proceeding shall be at Delhi. The proceedings of Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time.
29. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Delhi.