

## TERMS AND CONDITIONS FOR THE VAANGA VELLALAAM CLUB

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING to the "**VAANGA VELLALAAM CLUB**". BY PROCEEDING WITH REGISTRATION/SUBSCRIPTION TO THE **VAANGA VELLALAAM CLUB**, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS ("**Terms and Conditions**"). IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT SUBSCRIBE TO THE **VAANGA VELLALAAM CLUB**.

### Terms and Conditions:

**Vaanga Vellalaam Club** (hereinafter referred to as Vaanga Vellalaam Club) is hosted and organized by **OnMobile Global Ltd.**, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (hereinafter referred to as "**OnMobile**" or "**Organizer**"). Vaanga Vellalaam Club is open for subscription for the pre-paid as well as post-paid category of active subscribers<sup>1</sup> ("**Subscriber(s)**") of Bharti airtel Limited, a company registered under the Companies Act, 1956 and having its registered office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi – 110 070, India (hereinafter referred to as "**airtel**") residing in India and within the airtel telecom service areas of Chennai and Tamil Nadu (hereinafter referred to as "**Circles**").

Subscription to this Vaanga Vellalaam Club is a lifetime subscription. Once the Subscriber has subscribed to the Vaanga Vellalaam Club, he/she will become a member of Vaanga Vellalaam Club ("**Vaanga Vellalaam Club Member**") and will be allowed to participate in any airtel challenge that may be launched as part of this Vaanga Vellalaam Club.

A Subscriber, by successfully subscribing to the Vaanga Vellalaam Club, hereby agrees to and is deemed to have accepted the Terms and Conditions mentioned hereunder and by

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An active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module ("**SIM**") on a regular basis for purposes other than to participate in the challenges under the Vaanga Vellalaam Club or any other challenges offered by the Organizer and airtel, jointly..

<sup>2</sup> Subscriber shall mean the rightful user of the airtel connection, pre-paid or post-paid, in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the phone shall submit a no objection certificate and authorization of the employer duly permitting the employee to use the number for participation in the challenge, receive the prize/s and accept the terms applicable for each challenge

participating in any challenge that is launched as a part of Vaanga Vellalaam Club, is deemed to be subject to the terms and conditions of any challenge that may be launched as part of this Vaanga Vellalaam Club. The subscription to Vaanga Vellalaam Club shall commence from 00:00:01 hrs on 11th July 2013. The competition period for individual challenges shall be governed under the terms and conditions of each challenge.

Further, the Vaanga Vellalaam Club Members who participate in the challenges under the Vaanga Vellalaam Club and are chosen as the winners of each category of prize under the relevant challenges in accordance with the winner selection process detailed in the terms and conditions of each challenge, shall be required to be the registered airtel 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 mobile number, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

For the purposes of these Terms and Conditions, wherever the context so requires "**You**" or "**Your**" shall mean any natural person who is a Vaanga Vellalaam Club Member.

Also, by subscribing to this Vaanga Vellalaam Club including any challenges there under, You:

- Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
- Warrant the accuracy, truthfulness and currency of all information that You have submitted;
- Agree that You are entering into this on as an independent party and nothing herein establishes an employer-employee relationship or any other kind of relationship between You and airtel or between You and OnMobile and You are acting voluntarily, using Your own time and resources to enter the Vaanga Vellalaam Club and all the challenges under the Vaanga Vellalaam Club, solely at Your own risk;
- Warrant that prior to subscribing to Vaanga Vellalaam Club, 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 applicable to each challenge; and
- Warrant that You understand that the Terms and Conditions of Vaanga Vellalaam Club shall apply to every challenge thereunder.

These terms and conditions are available on the website at the following address: <http://airtel.contestzone.in> ("**Website**"). The terms and conditions can be amended or varied

from time to time or withdrawn and therefore, please visit the Website periodically to keep Yourself updated and informed.

**Procedure and Eligibility for subscription:**

**1. The Vaanga Vellalaam Club is open for subscription for all active prepaid and postpaid airtel Subscribers who fulfill the following criteria:**

- Subscriber must be of or above 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must belong to any of the Circles mentioned herein;
- Subscriber must not have been either convicted and / or prosecuted for neither commission of any criminal offence nor be of an unsound mind; and
- Subscriber must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

**2. The airtel Subscriber can subscribe to the Vaanga Vellalaam Club by following the instructions set out below :**

- Typing the keyword WIN and sending it as a Short Message Service (“SMS”) to 55000, toll-free.
- Subscription can also be done by calling the toll free number 55000.
- Dialing the Unstructured Supplementary Service Data (“USSD”) string \*646\*5# on a cellular phone.
- Accessing the Wireless Access Protocol (“WAP”) <http://182.23.128.31/shurl?d=182>,
  - A double confirmation is required for subscribing through USSD.
- Subscription will be open only in the above mentioned **Circles** of airtel and the Vaanga Vellalaam Club Member/s will be barred from participating in any challenge/quiz or will be barred from subscribing to the Vaanga Vellalaam Club while they are roaming outside their home Circles.
- Subscription to the Vaanga Vellalaam Club is completely free other than the data charges applicable to a Subscribers data plan for accessing the WAP link mentioned above.
- Once the Subscriber has successfully completed the subscription to Vaanga Vellalaam Club, he/she will get an SMS informing him/her about the current or upcoming challenge, prizes to be won and that the current challenge can be played at just Rs.5/-, Rs.3/- or Re 1/-per day, depending on the balance available on his/her number registered with airtel, unless the price for individual challenges has been revised, in

which case the revised prices shall be communicated to the Vaanga Vellalaam Club Members immediately.

- Vaanga Vellalaam Club Members will be charged Rs. 5/- Rs.3/- or Re 1/-per day, depending on the balance available on his/her number registered with airtel, from the date of commencement of each challenge till the date of expiry of such challenge, irrespective of whether the Vaanga Vellalaam Club Member plays the challenge or not. Once a Subscriber has subscribed to Vaanga Vellalaam Club, he/she shall be charged Rs 5/-, Rs.3/- or Re 1/-per day, depending on the balance available on his/her number registered with airtel per day for the entire duration of each challenge, unless he/she unsubscribes from Vaanga Vellalaam Club.
  - Every 15 days from the date of commencement of a challenge till its completion, all active Vaanga Vellalaam Club Members will be sent a reminder SMS on their numbers registered with airtel informing them that they are active on Vaanga Vellalaam Club and such SMS shall detail the process of un-subscription from the Vaanga Vellalaam Club. All Vaanga Vellalaam Club Members will be allowed to play the each challenge each day irrespective of successful charging on each day. If the charging fails for any particular day during the any challenge, the Vaanga Vellalaam Club Member will be allowed to play the relevant challenge for that day however the questions attempted by such Vaanga Vellalaam Club Member shall not be considered for the Winner selection process for any of the prizes under the such challenge
- Only 7 questions shall be asked for each day during the period of validity of each challenge.
- The questions under individual challenges under Vaanga Vellalaam Club shall be based on general information available to the public at large.
- Each right answer to a question under individual challenges of Vaanga Vellalaam Club will consist of one point only. There shall be no points deducted for a wrong answer.
- The Vaanga Vellalaam Club Members will not be charged any amount on non-challenge days of a specific challenge, for the period between the end of one challenge and before the start of the next challenge.
- All Vaanga Vellalaam Club Members shall automatically be entitled to play the challenges under the Vaanga Vellalaam Club.
- If a Vaanga Vellalaam Club Member wants to unsubscribe from the Vaanga Vellalaam Club, then it can be done either by sending UNSUB WIN to 55000 as an SMS or by calling **155223** or sending STOP as an SMS to 155223 or through Unstructured Supplementary Service Data (“**USSD**”) string \*121\*5#. Upon effective unsubscription, an SMS will be

sent to the airtel number of the Vaanga Vellalaam Club Member confirming the un-subscription from the Vaanga Vellalaam Club.

- A Vaanga Vellalaam Club Member can subscribe and unsubscribe from the Vaanga Vellalaam Club multiple times. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again, in case there is a challenge live on that day. However, irrespective of the charges and the number of subscriptions, each Vaanga Vellalaam Club Member will be allowed to attempt the 7 questions of the day only once.
3. You may contact OnMobile at the toll-free number 08049292444 regarding any queries, complaints, disputes pertaining to the Vaanga Vellalaam Club or any challenge thereunder between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, You may send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which shall be answered on the working days, between Monday to Friday. All queries, disputes and complaints arising in relation to the Vaanga Vellalaam Club must be addressed by You in writing to OnMobile only, and airtel shall not, for any reason whatsoever, entertain any communication in this regard.
  4. The prizes that the Vaanga Vellalaam Club Members might win, owing solely to his/her membership to the Vaanga Vellalaam Club and based on the performance and meeting of the selection criteria of a challenge, as laid out in the terms and conditions of the respective challenge. The prizes shall be sponsored and distributed by OnMobile or a third party, as set out in the terms and conditions of that challenge. These prizes shall be distributed by OnMobile or a third party through any means, and at any time, as it may deem fit but the process shall be notified to the Vaanga Vellalaam Club Members under each challenge. Prizes will differ from one challenge to the next. These prizes will be mentioned in the individual challenges' terms and conditions, separately. The prizes shall not be distributed from the amount charged by OnMobile or airtel for playing any challenge under Vaanga Vellalaam Club.
  5. After the selection and validation of the Winners of all the prizes under any of the challenges under the Vaanga Vellalaam Club, the Winners will be contacted, by calling them 3 consecutive days on the number of the Vaanga Vellalaam Club member registered with airtel, and will be given further details as to how, when and where they can collect their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., +91-80-49292425 or 080-67186344. The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. Further, any change in the above-mentioned numbers shall be communicated by the Organizer to the Vaanga Vellalaam Club Members immediately on his/her

number registered with airtel. In the event the Winner does not answer the calls of the Organizer, an SMS will be sent to the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes (“**Intimation**”). Any failure on the part of the Winner 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 this process is limited up to 3 Winners. The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer under the respective categories under any of the challenges of the Vaanga Vellalaam Club. The prizes offered under any of the challenges of Vaanga Vellalaam Club may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the challenge. In the event no special event is being conducted by the Organizer, the Winners shall be requested to provide their address to which the prizes may be sent by Organizer, failing which the prize shall be forfeited. Delivery of prizes will be subject to the Winners giving the correct address and his/her availability there. The Winners agree that there shall be no liability on Organizer in the event such message does not reach such Winner on any account for any reason whatsoever. In the event that any of the Winners cannot be reached through SMS or calls for a period of 3 days from the date of Intimation, or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion. All costs and expenses for collecting the prize shall be borne solely by the Winners and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer. All decisions by the Organizer regarding the selection of the Winners shall be final and binding. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the nearest place specified by the Organizer. The Organizer or airtel shall not be responsible for any delay on part of a third party including the courier agency, in delivering the prize.

6. All prizes offered in any of the challenges of Vaanga Vellalaam Club are subject to availability. Organizer reserves the right, at its sole discretion, to provide alternate models/brands of any of the prizes won or issue a Bank Gift Card (defined below) for the value of the prize won under a challenge, after deducting applicable taxes, which may be redeemed by the Winners under any challenge at stores accepting such Bank Gift Card. Without prejudice to the foregoing, under no circumstance shall the Winner of a challenge be entitled to redeem any category of prize including a Bank Gift Card for cash.
7. A Bank Gift Card acts as a pre-filled card, in which the Winner’s prize amount, less TDS if applicable, is available. This Bank Gift Card can be used / swiped as a debit/credit card in all outlets where debit/credits cards are accepted. The Bank Gift Card is valid for a minimum

period of 6 (Six) months from the date of issue to the Winner. The applicable terms and conditions for such Bank Gift Card shall be the terms and conditions stipulated by the relevant bank.

8. The Organizer, at its sole discretion, may or may not provide a cash alternative to any of the prizes being offered in any challenge.
9. The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in each challenge under the Vaanga Vellalaam Club will be witnessed by an independent third party auditor auditor (“**Independent Auditor**”) who shall, after the selection of the Winners, certify such process.
10. In all challenges/quizzes launched by the Organizer and airtel jointly, in a circle, for the financial year 2015-16, one individual Winner, irrespective of the number of mobile connections registered in his/her name with airtel, is entitled to win prizes aggregating up to Rupees One Lakh only (“**Threshold Limit**”). However,
  - i. Notwithstanding the Threshold Limit, if an individual Winner, irrespective of the number of mobile connections registered in his/her name with airtel has either not achieved the Threshold Limit for the financial year 2015-2016 or has not won any prize under any challenge/quiz in the financial year 2015-2016 and subsequently wins an individual prize in the financial year 2015-16 which results in his/her cumulative winnings for the financial year 2015-16 crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2015-16. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any challenge/quiz organized by airtel in the financial year 2015-16, individually results in him/her crossing the Threshold Limit in the financial year 2015-16.
  - ii. Once any individual Winner crosses the Threshold Limit for the financial year 2015-16, he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in the financial year 2015-2016.
  - iii. In the event there are multiple challenges/quizzes live simultaneously, the Winner announcement of which need not follow the same order as the challenge launch date, then the order of the challenges for the purpose of reckoning the limits aforesaid shall be as determined by the Organizer at its sole discretion.
11. In all challenges launched by the Organizer and airtel jointly, in any circle, for the financial year 2014-15, one individual Winner, irrespective of number of mobile connections registered in his/her name with airtel, who has already won prizes aggregating Rupees Two Lakh Fifty Thousand or more for such financial year 2014-15, will not be eligible to win prizes worth Rupees Ten Thousand or more for the financial year 2015-16.

- 12.** By subscribing to the Vaanga Vellalaam Club, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages and alerts including without limitation daily updates on the score, from OnMobile, with regard to Vaanga Vellalaam Club and challenges launched as a part of Vaanga Vellalaam Club, as they may in their sole and absolute discretion decide.
- 13.** By participating in the Vaanga Vellalaam Club, Vaanga Vellalaam Club Members consent to the following information relating to them to be exchanged between airtel, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer may deem fit, for any legal purpose: name, mobile phone number, score and/or photograph (“**Information**”). Organizer may, at its discretion, choose not to disclose the identity of the selected Vaanga Vellalaam Club Members under any challenge/quiz of the Vaanga Vellalaam Club to other Vaanga Vellalaam Club Members unless expressly mentioned herein. The Vaanga Vellalaam Club Members also consent to the Information being shared by OnMobile with its affiliates and service providers and to the Information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.
- 14.** You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP or Website and all material or content related to the Vaanga Vellalaam Club shall remain, at all times, owned by OnMobile, airtel and their 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 or content on this Website or WAP site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 15.** Any Vaanga Vellalaam Club Member providing any incorrect information or concealing/withholding any information from the Organizer with an intent to participate and/or win any challenge under Vaanga Vellalaam Club will automatically be disqualified from participating in it and winning the different categories of prizes under the challenge. 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 airtel number, domicile, payment of outstanding amount to airtel or any other information provided by the Vaanga Vellalaam Club Member, shall entitle the Organizer to disqualify him/her without any further intimation.
- 16.** The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the prize(s) which shall be the responsibility of the Winner and on production of all such documents/papers as may be required by the Organizer before accepting the delivery of the prize.

- 17.** All prizes must be claimed by the Winner of each challenge, along with the documents specified herein below within the specified timelines specified for each challenge. The documents required to be submitted along with the claim by the Winner include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):
- Identity Proof;
  - Address Proof;
  - Photocopy of PAN Card;
  - In case of Winner holding a post-paid connection of airtel number and is entitled to a prize, the value of which exceeds Rs. 5,000/-, self-attested copy of the latest bill issued by the operator in respect of the airtel number registered with the Organizer under the Vaanga Vellalaam Club;
  - In case of Winner holding a pre-paid connection of airtel number and is entitled to a prize, the value of which exceeds Rs. 5,000/-, an affidavit in the format provided by the Organizer, declaring that the Winner is the rightful user of the airtel number and the same is registered with the operator in the name of the Winner; and
  - Letter of compliance with rules and regulations and declarations in the format as may be required by airtel and/or Organizer or applicable law.
- 18.** The employees of airtel, OnMobile and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in the challenges of Vaanga Vellalaam Club.
- 19.** This offer under the Vaanga Vellalaam Club cannot be used in conjunction with any alternative offer or promotion of a similar nature.
- 20.** These Terms and Conditions are 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 airtel and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor airtel shall be liable for any delay or adverse effect caused to Vaanga Vellalaam Club or challenges there under as a result of a Force Majeure Event. OnMobile and/ or airtel shall intimate the suspension of Vaanga Vellalaam Club or any challenge there under caused as a result of such Force Majeure Event to the Vaanga Vellalaam Club Members.
- 21.** airtel and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as prizes under any challenges/quizzes under the Vaanga Vellalaam Club, nor are they liable for any defect or deficiency of goods or services so obtained or

availed, by the Vaanga Vellalaam Club Members under any challenges/quizzes thereunder. OnMobile is also not liable for any defect or deficiency in the prize(s) so offered or availed by the Vaanga Vellalaam Club Members under any challenge/quiz of the Vaanga Vellalaam Club. The Vaanga Vellalaam Club Members shall not have the right to claim any damages, loss or costs from OnMobile for delay in delivery of the prize(s) under any challenges/quizzes under the Vaanga Vellalaam Club, on any grounds whatsoever.

- 22.** The prize(s) under any challenge/ quiz of the Vaanga Vellalaam Club are neither assignable nor transferable under any circumstances. All the prizes under the Vaanga Vellalaam Club shall be subject to such other terms and conditions as may be applicable to specific prizes under the specific challenge/quiz and shall have to be duly complied with by the Winners.
  
- 23.** The challenges/quizzes under the Vaanga Vellalaam Club may contain factual references to the names of certain companies, products and individuals. The Organizer 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.
  
- 24.** Any prize of value in excess of INR 10,000/- in a year will attract deduction of tax at source and all taxes to be paid on the prize/s as won under the specific challenge/quiz shall be paid by the Winner at the prevailing rate. Further, all Winners must furnish a valid Indian PAN Card copy to claim the prize amount, or prize under any challenge/quiz under the Vaanga Vellalaam Club, irrespective of the value of the same, failing which the Winner's 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/- in a year in aggregate from all challenges or offers conducted by OnMobile Global Limited as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.

- 25.** The Terms and Conditions stated herein shall be read along with the terms and conditions of each challenge that may be launched as part of the Vaanga Vellalaam Club and the Vaanga Vellalaam Club Members accept and agree to be legally bound by the terms and conditions of each challenge. The terms and conditions of each challenge shall include information on how to play the challenge, criteria for winning the prize/s offered in the challenge, Winner selection and details of prizes and such other information specific to the challenge.

- 26.** The list of the Winners of the prizes under the specific challenge/quiz under the Vaanga Vellalaam Club will be published on the Website-<http://airtel.contestzone.in>
- 27.** The list of Winners of all prizes under the Vaanga Vellalaam Club will be announced after the end of the specific challenge/quiz, and after all the Winner selection processes are completed for the respective challenge/quiz.
- 28.** Mere participation in any challenge/quiz under the Vaanga Vellalaam Club shall not entitle a Vaanga Vellalam Club Member to the prize. No other person or agent can claim the prize on behalf of the Vaanga Vellalam Club Member, unless otherwise expressly mentioned herein.
- 29.** The prizes under any challenge/quiz under the Vaanga Vellalaam Club shall be handed over by the Organizer on receipt of all the documents from the respective Winners, required to process the distribution of the prize.
- 30.** . The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 31.** The decision of the Organizer in respect of all transactions under any challenge/quiz of the Vaanga Vellalaam Club shall be final and binding including without limitation the selection of Winners and other related transactions and no complaints, claims, correspondence or requests shall be entertained in this regard for any reason whatsoever.
- 32.** Questions and their answers, designed or sourced by the Organizer, 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 under any challenge/quiz of the Vaanga Vellalaam Club, neither the Organizer nor any third party involved shall have any liability towards any Vaanga Vellalaam Club Member.
- 33.** The Vaanga Vellalaam Club Members hereby irrevocably authorize airtel and its subsidiaries to use the data gathered during and/or after any challenge/quiz in respect of the Vaanga Vellalaam Club Member (including Vaanga Vellalaam Club Member name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without airtel's brand.

- 34.** Apart from the entitlement to the prizes under the specific challenges/ quizzes of the Vaanga Vellalaam Club, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organiser, unless expressly mentioned under the respective challenge/quiz.
- 35.** The Organizer and/or airtel reserve the right, at any time, to unconditionally disqualify any Vaanga Vellalaam Club Member who tampers with or who in any way abuses the process or terms and conditions of the respective challenges/quizzes under the Vaanga Vellalaam Club, without giving any prior intimation to the Vaanga Vellalaam Club Member. Failure by the Organizer or airtel to enforce any of their rights at any stage under any challenge/ quiz of the Vaanga Vellalaam Club does not constitute a waiver of those rights.
- 36.** Any attempt by a Vaanga Vellalaam Club Member to deliberately undermine the legitimate operation of any challenge/quiz of the a Vaanga Vellalaam Club is a violation of applicable laws and should such an attempt be made, the Organizer and/ or airtel reserve the right to seek damages from any such Vaanga Vellalaam Club Member to the fullest extent permitted by law.
- 37.** You hereby agree and undertake not to hold airtel or OnMobile and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that you may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of any events, actions or omissions resulting from or in relation to your participation in the Vaanga Vellalaam Club or any of the challenges in relation thereto.
- 38.** In the event of any discrepancy between these Terms and Conditions and the terms and conditions of any specific challenge, so far as the same may impact the Terms and Conditions of subscription to Vaanga Vellalaam Club, the Terms and Conditions hereof shall prevail. In the event of any such discrepancies impacting the terms and conditions of any specific challenge/s only the terms and conditions specific to the particular challenge shall prevail and override these Terms and Conditions.
- 39.** These terms are 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.

- 40.** airtel and/ or OnMobile may assign any or all of its rights under these Terms and Conditions to its affiliates without consent of the Vaanga Vellalaam Club Members.
- 41.** Subject to any applicable law (a) warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by airtel and/ or OnMobile including, but not limited to, meeting of the Vaanga Vellalaam Club Members requirements or aspirations, timeliness, security, the results or reliability of any scheme, 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 any of the challenges of Vaanga Vellalaam Club or any transactions effected through Vaanga Vellalaam Club ; (b) The Vaanga Vellalaam Club Member expressly agrees that his/her participation in the Vaanga Vellalaam Club or any challenge there under offered by airtel is at the his/her 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 Vaanga Vellalaam Club shall be construed to mean the giving of any warranty of any kind by airtel or OnMobile.
- 42.** Nothing in the Vaanga Vellalaam Club including the individual challenges organized there under shall affect any intellectual property right of airtel or OnMobile in any product or service, which may be the subject matter of the individual challenges.
- 43.** The decision of OnMobile in respect of all transactions/issues pertaining to the Vaanga Vellalaam Club shall be final and binding.
- 44.** Neither airtel nor OnMobile shall be liable in any way for any claims arising out of failures before, during, between or after the completion of any challenge of the Vaanga Vellalaam Club, including but not limited to any technical failures in the mobile connectivity, any action that has been initiated, actioned or completed through his/her mobile phones, 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, neither OnMobile nor airtel shall be liable for any claims arising out of any failure(s) which is beyond the reasonable control of OnMobile or airtel.
- 45.** airtel, OnMobile or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, 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), by a Vaanga Vellalaam Club Member or a participant of any challenge

there under and/or any third party, directly or indirectly, by use or non-use of the prizes offered in the individual challenges offered under Vaanga Vellalaam Club.

- 46.** The Vaanga Vellalaam Club Members participating in each individual challenge under Vaanga Vellalaam Club shall indemnify and keep indemnified airtel and OnMobile 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 OnMobile or airtel may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Vaanga Vellalaam Club Members under the Terms and Conditions hereunder or under the terms and conditions of the specific challenge, any failure by the Vaanga Vellalaam Club Member participating in an individual challenge to comply with applicable law and any third party claim in respect of misuse of any information of a third party. airtel and OnMobile shall have the right to defend itself, pursuant to this Clause, at the cost of the Vaanga Vellalaam Club Member. The Organizer, airtel 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 or any third party, whether in connection with Vaanga Vellalaam Club, any Challenge thereunder or otherwise.
- 47.** airtel and OnMobile reserve the right to cancel, discontinue, prematurely withdraw, change, alter or modify any part of the Vaanga Vellalaam Club or any part thereof including the Terms and Conditions, individual challenges and prizes at their sole discretion at anytime during its validity as may be required in view of business exigencies, changes by regulatory authority, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Vaanga Vellalaam Club Member from the time of its posting on the Website. You are therefore advised to check this Website 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 the subscription to Vaanga Vellalaam Club and any other services offered on and/or through Vaanga Vellalaam Club. Your continued subscription to Vaanga Vellalaam Club and/or challenges thereunder will constitute Your acceptance of the latest revised Terms and Conditions.
- 48.** This offer is being made purely on a "best effort" basis and subscribing to this Vaanga Vellalaam Club is voluntary and is subject to the terms and conditions applicable under the relevant challenge/quiz under the Vaanga Vellalaam Club.

- 49.** The Vaanga Vellalaam Club Members and the Winners under each challenge shall be liable to pay taxes as applicable for participation and on the winning prize. Apart from the prize, all applicable levies, cesses, insurances, transfer and other expenses, if any, will be borne by the Winners.
- 50.** Failure by the Organizer 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 decision of the Organizer shall at all times be binding and final.
- 51.** The Organizer and/or airtel do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Vaanga Vellalaam Club Members.
- 52.** A Winner shall not be entitled to a prize under any challenge/quiz of the Vaanga Vellalaam Club, in case he/ she fails to clear all outstanding dues payable to airtel and / or is not an active Subscriber of airtel on the date of announcement of the prize and as on the date of claiming the prize.
- 53.** The Organizer and/ or airtel officials including its directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Vaanga Vellalaam Club Member in respect of any challenge/quiz of the Vaanga Vellalaam Club.
- 54.** Nothing in any challenge/quiz of the Vaanga Vellalaam Club shall affect any intellectual property rights of the Organizer or airtel or any of its affiliates in any product or service made available on the Website.
- 55.** These Terms and Conditions and the challenges are governed by Indian law and any disputes or matters arising hereunder shall be subject to the exclusive jurisdiction of the Courts in Bangalore.