

Terms & Conditions –

1. The DoCoMo Deal “BID Deal contest” is organized by “Kinobeo Software Private Limited” (hereinafter the Service Provider/Kinobeo) in association with Tata Teleservices Limited and Tata Teleservices (Maharashtra) Limited (combined referred to as “TTL”). The Contest will be governed by following terms and conditions and is open for participation to all the prepaid and postpaid consumers of Tata Indicom, Tata Docomo and Virgin Mobile GSM subscribers of Tata Teleservices Limited and Tata Teleservices (Maharashtra) Limited (TTL), who are citizens of India and aged 18 years and above (the “User/s”) and who have accepted the terms and conditions as below.
2. The Contest is not open to the employees, distributors, franchisees, agents, and suppliers of TTL or the Service Provider and also relatives of such persons. For the purpose of the Terms and Conditions of this Contest, the term relative shall have the same meaning as contemplated under section 2(41) of the Income Tax Act, 1961, or as may be determined by TTL at its sole discretion.
3. To participate the participant has to register for the Contest, the Users have to subscribe DoCoMo Deals Bid Deal Service by dialing *422# Multi Modal Codes or through WAP m.docomodeals.in/ DoCoMo Deals MO URL, to play the contest users have to dial *422*99#. The act of such subscription, shall be considered as acceptance of the Terms and Conditions contained hereinbelow and the participation of the participant in the Contest, provided the participant is not disqualified in any manner whatsoever as stated hereinbelow.
4. The Contest shall run for the period (1st February 2016 to 31st March 2016) of 30 to 60 days commencing (hereinafter referred as the “Contest Period”).
5. The Contest is valid only in India and is open to Users who are citizens of India and also permanently reside in India.
6. The participation in the Contest is purely voluntary. The Contest is in the form of multiple choice questions based on general knowledge, which must be answered by the User by using his knowledge and skill without any external help of any nature. The Contest is for the benefit and encouragement of the participants and is organized in the spirit of a competitive quiz with the motive of rewarding the participant for their skills and general knowledge. The User will score 10 points for every correctly answered Total 500+ Question is uploaded in the database.
7. The Users who have subscribed to the service mentioned above will not be charged to play the contest by dialing *422*99#
8. There will be 1 winner of the Docomo bid deal Contest.
9. User expressly agrees and acknowledges that the participation in the Contest is at his sole cost, risk and responsibility.

10. In case there are two or more Users with the same score for the relevant Contest Period; as the case may be, then the User who has made the relevant score first in point of time as per Service Provider records will be considered by Service Provider as the first winner for the specific prize. The other Users, who have scored the same points as first winner but in time longer than first winner, will be first considered for the balance prizes of the relevant Contest week, and then the Users with second highest score or so on. The sole decision of Service Provider shall be final and binding on the Users of the Contest. Service Provider shall entertain no dispute in this respect.
11. After the selection and validation of the highest scorer(s) of the above mentioned Gratification(s), the highest scorer(s) will be contacted, through SMS or telecalls, for 3 consecutive working days during normal business hours by TTL/ Kinobeo as the case may be, and will be given further details as to how, when and where they can redeem their respective Gratification(s). The Gratification(s) must be claimed by the highest scorer(s) within one month of the date of intimation in the precise manner in which they have been requested to redeem the Gratification along with the requisite supporting documents, failing which, the Gratification(s) will be forfeited. In the event that any of the highest scorer(s) cannot be reached or are ineligible or are disqualified, for any reason whatsoever including the reasons stated aforesaid, TTL/ Kinobeo reserve the right to forfeit the Gratification(s), at their sole discretion. . Any such forfeiture, if contested, shall be independently contested against Kinobeo and TTL shall not be concerned with the same, in any manner whatsoever.
12. The prize will be distributed and delivered to the winner within 45 days from the acknowledgement of the acceptance of the prize by the concerned winner in response to the communication from the Service Provider. If the winner absents from taking the delivery of the prize, and fails to collect the same from Service Provider within 75 days from the acknowledgement of the acceptance of the prize by him/her, then his/her prize will be forfeited. Any such forfeiture, if contested, shall be independently contested against Kinobeo and TTL shall not be concerned with the same, in any manner whatsoever.
13. The list of the winners will be posted on the website <http://www.tatadocomo.com/>
14. The decision of TTL as to the interpretation of any of these Terms and Conditions shall be final and binding upon the Users.
15. The Users understands that the Service of Kinobeo software Pvt Ltd. Docomo BID Deal and prize is organized and sponsored by the Service Provider. TTL shall not held be responsible for non-delivery or shortfall or deficiency in prize or in any matter in or in relation to the Contest or the DataStream powered infotainment Service and all the legal remedies of the User or winner in relation to the contest and/or prize. All such liability including but not limited to civil and criminal shall solely lie against Service Provider.
16. The prizes are non-endorsable, not transferable and non-substitutable. TTL and Service Provider will entertain no requests for exchange in lieu of the prize. The prize will be given only to the winner in whose name the mobile phone number is registered. The

winner needs to be the TTL active subscriber at the time of availing of Prize and winner should have cleared all the outstanding dues of TTL.

17. To redeem the prize, the winner should declare his name & address and provide proof of identity and other supporting documents as may be required by the Service Provider
18. The Gratification(s) to the winners shall be given subject to compliance with all applicable statutory legislations/processes/formalities in connection with the Gratification(s) and on production of all such documents/ papers as may be required by TTL before the delivery of the Gratification(s) to the winners. Any failure on the part of the winners to comply with directions issued by TTL for claim of Gratification(s) shall entitle TTL to forfeit the Gratification(s) or roll the Gratification(s) over to the next eligible highest scorer(s), at its sole discretion. TTL at its sole discretion shall decide the model/variant of any Gratification(s) being offered in this Offer.
19. A Subscriber shall be considered ineligible if he/she does not conform to the conditions as stipulated in this Terms and Conditions, or cannot provide any of the required documents as stipulated in this Terms and Conditions.
20. The participation in the Contest implies acceptance of all the terms and conditions of the Contest contained herein and the User agrees to abide by any amendments, additions, deletions, alterations, modifications thereof.
21. Service Provider and/or TTL reserves the right to terminate, modify or extend this Contest or any part thereof including the eligibility criteria, at any time at its absolute discretion, with notice published on its website. The participants are therefore advised to check Tata DoCoMo website regularly for any update(s) or amendment(s) made to these T&C
22. Apart from the entitlement to the above prize, the winner or their legal heirs will have no other rights or claims against TTL or Service Provider.
23. The Contest cannot be clubbed with any other offer or contest.

This Offer 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. By accepting the Offer, the Subscriber acknowledges and undertakes not to bring any legal action nor shall it hold TTL or Kinobeo accountable or responsible under any Applicable Law including but not limited to the Telecom Unsolicited Commercial Communication Regulation 2007 and the Telecom Commercial Communication Customer Preference Regulation 2010.

24. By entering the Offer, the User confirms and waives the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive promotional messages from TTL or Kinobeo, as they may in their sole and absolute discretion decide.
25. The prize shall be subject to the laws of India, including all the tax laws. All applicable regulatory and statutory duties, cess, surcharges, taxes (including TDS), insurances, transfer fees, registration fees etc. that may be applicable to avail the prize will be borne solely and exclusively by the winner.

26. Neither TTL nor the Service Provider shall be liable for any failure to comply with its obligations hereunder caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riots, civil commotion, terror attack, inevitable accidents, acts of god or any other circumstances amounting to Force Majeure.
27. Neither TTL nor the Service Provider shall be responsible for any loss or damage if it has to discontinue or cancel this Contest in compliance with any law, ruling, order, regulation, circular, notification, requirement or instruction of any Central/State Government or for any other unavoidable reason beyond its control. The User/s shall be informed of such discontinuance / cancellation as soon as possible.
28. Neither TTL nor Service Provider shall be responsible for any loss, damage, cost, expense, claim, demand raised by the User due to any of the following reasons:
 - a. User is unable to subscribe the Service for reasons such as – dialing to incorrect short code or any other reason beyond the control of TTL.
 - b. User is unable to understand the process of participation or is unable to participate in the Contest.
 - c. User/s is declared as winner but is not eligible to participate in the Contest for non – compliance of any of the terms and conditions of this Contest;
 - d. User/s has violated any of the terms and conditions of the Contest;
 - e. Winner is absent at date, time and venue as specified by TTL.
 - f. Any other reasons not within the control of TTL/Service Provider.
29. Service Provider reserves the right to disqualify any answer (mismatching the applicable database), User/s from participating in the Contest during the Contest Period and/or disqualify any winner after the completion of Contest, if such User/winner violates or has violated any of the terms and conditions of the Contest. Any User providing any incorrect information or concealing/withholding any information from TTL or Service Provider with an intent to participate and/or win the Contest will automatically be disqualified from participating in the Contest and winning prize;
30. The prize shall be given to the winner subject to compliance with all applicable statutory legislations / processes / formalities in connection with the prize and on production of all such documents / papers as required by the Service Provider on claiming the prize by the User.
31. The winner of the Contest shall provide following documents to the Service Provider for enabling Service Provider to deliver the prize:
 - i. Documents confirming Name, Address and Identity of the winner,
 - ii. Photograph of the winner,
 - iii. Documents confirming Age of the winner,
 - iv. PAN Card of the winner

- v. Documents confirming payment of necessary tax (if any) by the winner
- vi. Any other documents as may be required by the Service Provider for confirming the authenticity of the winner
- vii. Affidavit / declaration in accordance with the format specified by the Service Provider.

32. All disputes are to be settled under the exclusive jurisdiction of the courts at Delhi.

33. Neither TTL nor Service Provider shall be responsible if the User is unable to participate in the Contest due to network failure, network congestion, network unavailability or any such technical issues faced by the User. Further, TTL or Kinobeo shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of TTL or Kinobeo.

34. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

35. The Subscriber hereby agrees and undertakes not to hold TTL or the Service Provider and 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 this Offer.

36. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by TTL and Service Provider including, but not limited to, meeting of the participant's requirements or aspirations, timeliness, security, the results or reliability of any Offer, 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 Offer or any transactions effected through the Offer; (b) The participant expressly agrees that his/her participation in the Offer offered by TTL 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 Offer shall be construed to mean the giving of any warranty of any kind by TTL or Service Provider. The Participants shall indemnify the TTL and Service Provider, their officers, directors and affiliates against any claims including third party claims, disputes, actions, liabilities and damages that may arise as a result of act or omissions of the subscribers, on account of (i) participant's breach of these T&C of this Contest, (ii) submission of incorrect personal information and /or (iii) participant's failure to comply with applicable laws.

37. For the purposes herein mentioned all notice, inquiries or grievance shall be sent to Name of Service Provider, address contact details and person.

Kinobeo Software Pvt Ltd.

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Email: Ved.prakash@mydala.com

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