

DRAFT TERMS AND CONDITIONS –Predict N’ win contest

This Predict N Win Contest is organized by Hungama (“**Hungama**”) having its registered office at (**HUNGAMA DIGITAL MEDIA ENTERTAINMENT PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at F-1, 1st Floor, Laxmi Woolen Mills Estate, Shakti Mills Lane, Off. Dr. E. Moses Road, Mahalaxmi, Mumbai 400011), India for the Subscribers of Reliance Communications Limited (“**Reliance**”) across India and is subject to the following terms and conditions (hereinafter referred to as “**Terms**”).

The Contest is wholly being sponsored and managed by Hungama, the VAS Partner of Reliance. The Subscribers understand and agree that Reliance is only facilitating Hungama in the Contest and shall not be liable in any manner whatsoever, in respect of any claims, allegations or proceedings initiated by or on behalf of the Subscribers, in connection with the Contest, and any such matters shall be solely resolved by Hungama with the concerned Subscribers directly.

The Subscriber agrees that these Terms and conditions available on www.rcom.co.in (“**Website**”) and the Subscriber unconditionally and irrevocably accept all of these terms and conditions in its entirety. The Terms may be modified at any time during the Contest Period.

1. DEFINITIONS

For the purpose of these Terms, the following terms shall have the meanings defined below when used in capital letters herein:

1.1 “Affiliate” shall mean with respect to Reliance, 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” 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 of such entity or by virtue of any contractual arrangements or otherwise.

1.2 “Contest” means the Predict N WIN Contest available to Reliance GSM customers for both Prepaid & Postpaid as per the terms and conditions enumerated hereunder.

1.3 “Prize” means the gratification offered to the winner of the Contest at the end of the Contest Period which shall also include Bumper prize, Weekly prize and Daily prize.

1.4 “Subscriber” means all GSM prepaid and GSM postpaid customers of Reliance residing in India and who must be of and above eighteen (18) years of age at the time of participating in the Contest, the rightful owner of a Reliance mobile connection, and / or is a person in whose name the Reliance connection is registered in the records of Reliance.

1.5 Eligible Winner: - means a person of and above eighteen (18) years of age at the time of participating in the Contest, the rightful subscriber of the Reliance mobile connection and/or a person whose name is registered in the records of Reliance. If the Eligible Winner is not able to provide sufficient evidence to show that he/she is the rightful subscriber/owner of the Reliance mobile connection, Hungama reserves the right to award the Prize (defined above) to the next Eligible Winner. The Eligible Winner will be determined as per terms specified in the Contest announcement.

1.6 “Contest Period” means the period commencing from 7th March to 4th April 2016, during which period the Contest is available to the Subscribers for participation.

2. DURATION/ TERM OF THE CONTEST:

The Contest shall be valid during the Contest Period Reliance and Hungama reserve the right to extend , shorten or cancel the Contest Period at any point of time, at its sole discretion. The end date of the Contest is 4th April, 2016, however the same may be extended at the sole discretion of Reliance and Hungama.

3. ELIGIBILITY CRITERIA FOR CONTEST:

3.1 The Contest is valid for both the reliance prepaid and postpaid GSM Subscribers subject to their acceptance of other eligibility conditions under the Contest, in the below given 23 circles* (as per the below schedule for circles) who successfully participate for the “Predict N WIN” Contest (hereinafter referred to as “**Participant**”) by following the subscription process mentioned hereunder.

Sl.No	Circle	Zone
1	ANDHRA PRADESH	South
2	ASSAM	East
3	NE	East
4	BIHAR	East
5	DELHI	North
6	GUJARAT	West
7	HARYANA	North

8	KARNATAKA	South
9	KERALA	South
10	KOLKATA	East
11	MAHARASTRA & GOA	West
12	MADHYA PRADESH	West
13	MUMBAI	West
14	ORISSA	East
15	PUNJAB	North
16	HIMACHAL PRADESH	North
17	RAJASTHAN	West
18	TAMILNADU (Including Chennai)	South
19	UPE	North
20	UPW	North
21	WEST BENGAL	East
22	JAMMU AND KASHMIR	North

3.2 Notwithstanding the foregoing, if the operation of, or participation in the Contest, is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Contest. No further notice shall be given by Hungama or Reliance in this regard. Participation will be open only in the above-mentioned Circles of Reliance.

3.3 In order to be eligible for this Contest, a Subscriber/Participant must fulfill the following criteria-

- He/She should be above 18 years of age.
- He/She must be citizen of India.
- He/She must not have any criminal record nor should be of an unsound mind.
- 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
- Subscriber must belong to any of the Circles mentioned above;

3.4 The employees of Reliance and of Hungama, its Affiliates/subsidiaries, sponsors of the prizes, associated agencies, participating operators and their immediate family members and relatives shall not be eligible to participate in this Contest and shall be excluded from the definition of Subscriber for the purpose of the Contest.

3.5 The Contest will be available on IVR in Hindi & English languages only.

4. PARTICIPATION, CHARGES & SELECTION OF WINNERS

4.1 PARTICIPATION:

To be an eligible Participant to the Contest,, the Subscriber/Participant shall have to do the following –

Vertical	Participation Process
IVR	1. Dial TOLLFREE 54433 or 5443322 and subscriber service at Rs.49/month @10p/min or Rs.5/day @10p/ min 2. Post successful activation customer can play the Contest.

4.2 APPLICABLE CHARGES

Charges to a Subscriber for participating in the Predict N WIN Contest through IVR shall be Rs 49/month @10p/ min Or Rs.5/day @ 10p/ min for IVR.

4.3 PRIZES:

S.No	PRIZE	CATEGORY	NO. OF WINNERS	NO. OF PRIZES
1	Daily Talk Time (Rs.50)	Prize of Daily talk time of Rs. 50 will be given to the winner on daily basis in the Contest (10 winners per day Pan India)	10	10
2	Weekly prize (Cricket - kit)	Pan India four weekly prize of Cricket - Kit will be given to the winner on the basis of Highest Usage and Score	4	4
3	Bumper Prize (Smart phone)	Pan India Two Bumper prize of Smart phone will be given to the winner within a period of 15 days from the date of closure of the Contest .	2	2

4.4 SELECTION OF TOP PERFORMER(S)

A. Bumper Prize :

1. The selection of the winner of the Bumper prizes of Smart phone, shall take place within 15 (Fifteen) business days from the date of closure of the Contest.
2. Only two winners of all the eligible Participants shall be considered for the Bumper Prize.
3. The Winner shall be chosen by Hungama and such decision shall be final and binding on the Participants.
4. A Participant who has already won a daily prize shall also be eligible for this Prize.

Note:-

- Bumper prize Winner will be selected within 15 days from the end of the Contest Period.
- The winning Subscriber/Participant will be informed via SMS about their Prize which will be followed by proper checks and compliance to the conditions stated herein.
- The list of winners of all Prizes will be announced after all the winner selection processes are completed.
- **If selected winner is not responded within a stipulated time or if not willing to pay the taxes applicable, Hungama will choose another winner.**
 - The Bumper prize winner shall be responsible for any additional, incidental expenses required to be incurred to avail of the prize. All taxes, insurances, transfers, spending money and other incidental and related expenses as the case may be, unless specifically stated, are the sole responsibility of the prize winner.

B. Daily Talk Time:

1. The selection for the winners of the prize of Daily Talk time shall take place each day from the date of start date of the Contest in random. The winner shall be intimated the Prize within 48 hours of such selection.
2. All the Winners shall be chosen by Hungama and decision of Hungama shall be final and shall not be subject to challenge under any circumstances.
3. No Subscriber can win the daily prize more than once on the same day, but he is eligible to participate in the contest the other days.
4. The talk time recharge of the winner will be credited in its core talk time balance.
5. Subscriber who wins a daily prize shall also be eligible for the Bumper prize.

Note:-

- The daily winner will be informed via SMS about their Prize which will be followed by proper checks and compliance to the conditions stated herein.

- The list of winners of all Prizes after verification of the compliance of the conditions stated herein, will be announced within 48 hours of each day's Contest closure (each day's Contest time shall mean the time from 00:00:01 to 23:59:59 Hrs) and the same will be displayed in the Website.
 - In the event the declared winner does not respond or do not meet the conditions specified herein, the Prize shall be offered to the next winner following the due process
5. It is understood and agreed by the Subscribers/Participant that a selected winner shall have to be the rightful owner of the Prize, registered subject to verification of records maintained by Reliance (and which shall be conclusive).
 6. The winner of each of the category should not have any previous outstanding or pending amount due with Reliance as on the date of the Contest Period.
 7. If the winner is not able to provide sufficient evidence to show that he/she is the rightful owner/user of the particular mobile connection, Hungama reserves the right to award the Prize to the next eligible winner following the aforesaid due process.
 8. Subscriber registered with the National Do Not Call Registry would not receive any promotional messages relating to any other product of Reliance unless he/she is categorically subscribed for the same.
 9. By participating in the Contest, the Subscriber/Participant hereby further understands and agrees that Hungama shall at its sole discretion be responsible for inter-alia the selection of the winner through random selection process and delivery of the Prize at the mentioned venue. The decision of the auditor appointed by Hungama in this regard shall be final and binding upon the Subscriber/Participant.
 10. The date and time of selection of winner shall be within 15 business days from the date of the closure of the Contest for Bumper Prize and the information shall be informed via SMS by Hungama, after the closure of the Contest Period. The Subscriber/Participant hereby understands and agrees that the responsibility of Reliance in the Contest is limited only to the extent of communicating the list of eligible Subscribers/Participants to Hungama on the Website of Reliance as informed by Hungama.
 11. The Bumper prize winners selected by Hungama will be shared to Reliance for Name & Address details and participation eligibility. Basis details furnish by Reliance and Hungama will own the responsibility of delivering & collecting required documents from Bumper prize winner.

12. The Subscribers/Participants including the Top Performer understand and agree that acceptance of the Prizes by the Winners constitutes grant of permission to Reliance as well as Hungama and its Affiliates, to use the winners names, photocopy, preferences (likes and dislikes), voice and comments for adverting and promotional purposes in any media worldwide, only for purposes of advertising and trade without any additional compensation whatsoever. The Subscribers/Participants including the Winners, hereby understands and gives his/ her irrevocable consent for sharing /submission of his/her personal information with Reliance.
 13. This Contest cannot be used in conjunction with any alternative offer or promotion.
 14. The Subscribers including the Winners understand and agree that the Prize (s) under the Contest is neither assignable nor transferable under any circumstances. All the Prizes shall be subject to such other terms and conditions as may be applicable to specific Prizes and shall have to be duly complied with by the said winner.
 15. Hungama will deliver the Prize at the address of the Top Performer/Winner through a courier service, direct delivery or any other mode deemed fit by Hungama. Reliance is not in any way responsible for the delivery of Prize or any loss, damage, theft occurred to the Prize during the delivery. The Prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislation, processes, and formalities in connection with the Prize and verification and submission of the documents * required to be submitted by the winner include the following-
 - Identity Proof
 - Address Proof
 - PAN Card and
 - Letter of Compliance with rules and regulations .
 - Submission of acknowledgement letter (as per the format that shall be provided by Reliance) on receipt of the Prize.
- *(the document list is only inclusive and not exhaustive and can change as per the requirements of law).
16. Any failure on the part of the winner to comply with directions issued of Hungama shall entitle Hungama to forfeit the Prize(s). If Winners fails to produce necessary documents or do not fulfill the eligibility criteria, the Prize(s) shall be allotted to the next winner selected through the due process stated above.
 17. The Subscribers/Participants understand and agree that in case the Prize is not available, any gift of equivalent value will be given by Hungama. All incidental costs/taxes/levies related to the Prize(s) shall be exclusively borne by the Subscriber/Participant including but not limited to TDS, Gift tax (if any), Road Tax, Insurance and any other taxes applicable by the government Central, State or Municipal.

18. Any prize shall be subject to deduction of applicable taxes to be borne by the winner. Further, all the winners must furnish a valid Indian PAN Card to claim the prize amount, or prize, irrespective of the value of the same, failing which the winners' Prize shall be forfeited, or the Prize shall be rolled over to the next eligible Participant, at the sole discretion of Hungama.
19. The prizes shall not be redeemable for cash, wherever applicable. No requests shall be entertained by Hungama in this behalf. However, Hungama may at its sole and absolute discretion offer as an alternative to the Prize, cash or cash equivalent or such other substitute as it may deem fit in the event that the product is not available in the market or the prize cannot be delivered to the winners' address.
20. Hungama shall be wholly responsible for the conduct of the Contest. Any disputes, grievance and complaint in connection with the Contest shall lie against Hungama.
21. In case of any information, queries/ complaints with respect to the Contest and the terms, the Subscribers may contact Reliance - Customer Care on 198 Toll Free
22. Reliance shall not be responsible for: (i) any SMS message delivery failures; (ii) call connections problems; (iii) for any lost, late or misdirected network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and (iv) other conditions beyond its reasonable control.
23. Reliance shall not be responsible with respect to any disputes or grievance in connection with the Contest. Reliance shall not be responsible for the quality, fitness, merchantability, defect or deficiency etc. of the Prize and no claim or request, whatsoever, in this respect shall be entertained by Reliance.
24. Reliance and Hungama assume no liability for any technical problems affecting the end result of the Contest. In the event of technical problems, Reliance and Hungama will try to rectify the same; and in the event the same cannot be rectified, no winners will be declared.
25. Reliance shall not be responsible for any claims arising out of technical failures before, during, between or after the completion of any Contest, including but not limited to any technical failures in the telephone lines, failure of servers or the failure to provide the correct Contest score updates or any mistakes arising out of technical snags. Further, Reliance shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Reliance.

26. The Subscriber/Participant hereby agrees and undertakes not to hold Reliance and/or any of their Affiliates, their respective directors, officers, employees, agents, vendors responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that the Subscriber/Participant may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of the present Contest.
27. The Subscribers / Participants including the Winners understand and agree that Reliance /Hungama 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 Subscriber/Participant and/or any third party, directly or indirectly, by use or non-use of the Prize(s).
28. This Contest is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Reliance / Hungama. Reliance shall not be liable for any failure to comply with its obligations where the failure is caused by force majeure event. For the purpose of these Terms, Force Majeure Event shall include act of god, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances outside reasonable control of Reliance amounting to force majeure. In case of force majeure conditions, no liability in whatsoever manner shall fall upon Reliance/Hungama.
29. The Contest is valid subject to compliance with all formalities as required by Reliance and/or Hungama. Any failure on the part of the Subscriber to comply with the specified formalities shall disqualify the Subscriber.
30. Reliance hereby declares that this Contest is not intended for promoting, directly or indirectly, the sale, use or supply of any service or any business interest of Reliance.
31. The Subscriber/Participant, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in material or content related to the Contest shall remain, at all times, owned by Reliance or their respective owners. Nothing in the Contest shall affect any intellectual property rights of Reliance or Hungama or any of its affiliates in any service made available on the Website.
32. The Subscribers participating in the Contest shall indemnify and keep indemnified Reliance and Hungama 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 Reliance or Hungama may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers, any failure by the Subscribers participating in the Contest to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Reliance and Hungama shall have the

- right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. Reliance or Hungama 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 or otherwise in connection with the Contest.
33. This Contest is subject to guidelines / directions issued by Telecom Regulatory Authority of India or any other statutory authority from time to time.
 34. The Terms stated herein, shall not override the terms and conditions of the Customer Application Form of Reliance signed by the Subscribers
 35. The decision of Reliance and Hungama in respect of all transactions under this Contest shall be final and binding. Hungama reserves the right, without any prior intimation to Subscriber, to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria at its sole discretion at any time during its validity as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and the same shall be binding on the Subscriber. Neither Reliance nor Hungama shall be obligated to give reasons for the same.
 36. The Terms are governed in accordance with the laws of India and any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.

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