

TERMS AND CONDITIONS FOR THE PLAYERS ZONE

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

Terms and Conditions:

Players Zone (hereinafter referred to as "Players Zone") 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"**). Players Zone is open for subscription for the pre-paid as well as post-paid category of active¹ Subscriber(s)² (**"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 listed below (hereinafter referred to as **"Circle(s)"**):

1. DELHI
2. UTTAR-PRADESH-WEST
3. LUCKNOW
4. PUNJAB
5. HARYANA
6. HIMACHAL-PRADESH
7. KARNATAKA
8. ANDHRA-PRADESH
9. KERALA
10. MUMBAI
11. MAHARASTRA
12. JAMMU & KASHMIR
13. GUJARAT

¹ 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 any quiz/challenge under Players Zone or any other quiz offered by the Organizer and airtel, jointly.

² 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 challenges/quizzes, receive the prize/s and accept the terms applicable for the challenges/quizzes.

14. MADHYA-PRADESH
15. RAJASTHAN
16. KOLKATA
17. WEST-BENGAL
18. ORISSA
19. BIHAR
20. NESA
21. ASSAM

Subscription to this Players Zone is a life time subscription and is valid until such time as the Subscriber chooses to unsubscribe from the Players Zone. Once the Subscriber has successfully subscribed to the Players Zone, he/she will become a member of Players Zone ("**Players Zone Member**") and will be allowed to participate in any airtel challenge or quiz that may be launched as part of this Players Zone.

A Subscriber, by subscribing to the Players Zone, hereby agrees to the Terms and Conditions mentioned below and by participating in any challenge/quiz that is launched as a part of Players Zone, gives his/her consent to the terms and conditions of any challenge/quiz that may be launched as part of Players Zone. The subscription to Players Zone shall commence from **24th January 2013**. The challenge/quiz period for individual challenges/ quizzes shall be governed under the terms and conditions of each challenge/quiz.

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

Also, by subscribing to this Players Zone including any challenges/quizzes 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 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 Players Zone and all the challenges under the Players Zone, solely at Your own risk;
- Warrant that prior to subscribing to Players Zone, 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/quiz.
- Warrant that You understand that the Terms and Conditions of Players Zone which 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.

Further, the Players Zone Members who participate in any quiz under the Players Zone and are chosen as winners under each category of prize under any quiz in accordance with the winner selection process detailed in the terms and conditions of the respective quiz will be the registered 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.

Procedure and Eligibility for subscription:

1. The Players Zone 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 one of the Circles mentioned herein;
- Subscriber must be an active Subscriber of airtel;
- Subscriber must not have been either convicted and / or prosecuted for 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 Players Zone by following the instructions set out below:

- Typing the keyword 'START 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*3# on a cellular phone.
- ~~Subscription can be also done through OBD~~
A double confirmation is required for subscribing through USSD ~~and OBD~~.
- Through accessing the Wireless Access Protocol <http://182.23.128.31/PlayerWap> ("**WAP Link**").
- Subscription will be open only in the above mentioned **Circles** of airtel.
- Subscription to the Players Zone is completely free.
- When the Subscriber sends a subscription request, he/she will receive an acknowledgement SMS telling him/her that his/her subscription request has been accepted.

- Once the Subscriber has successfully completed the subscription to Players Zone, he/she will get an SMS informing him/her about the current or upcoming challenge/quiz, prizes to be won and that the current challenge/quiz 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/quizzes has been revised, in which case the revised prices shall be communicated to the Players Zone Members immediately.
- Players Zone 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 the challenge/quiz till the date of expiry of such challenge/quiz.
- Only 7 questions shall be asked for each day during the period of validity of each challenge/Quiz.
- The questions under individual challenges/quizzes under Players Zone shall be based on general information available to the all persons.
- All Players Zone Members will be sent an SMS on their respective numbers registered with airtel before the launch of the upcoming challenge/quiz, informing about the prizes & charges with the T&C URL. The SMS will contain the method of unsubscribing from the Players Zone, so that the subscribers are educated about the same.
- Each right answer to a question under individual challenges/quizzes of Players Zone will consist of one point only. There shall be no points deducted for a wrong answer.
- The Players Zone members will not be charged any amount on non-challenge days of a specific challenge/quiz, for the period between the end of one challenge/quiz and before the start of the next challenge/quiz.
- If a Players Zone Member wants to unsubscribe from the Players Zone, then it can be done either by sending END to 55000 as an SMS or by calling 543212903 or by sending STOP to 155223 (toll free) as an SMS. Upon effective unsubscription, an SMS will be sent to the airtel number of the Players Zone Member confirming the un-subscription from the Players Zone.
- A Players Zone Member can subscribe and unsubscribe from the Players Zone multiple times. Upon each fresh subscription/ re-subscription, the daily charge of Rs 5 /-, Rs 3/- or Re. 1/- per day depending on the balance available on his/her number registered with airtel will be applicable, in case there is a challenge/quiz live on that day. However, irrespective of the charges and the number of subscriptions, each Players Zone Member will be allowed to attempt the 7 questions of the day only once.

3. You may contact OnMobile at the toll-free number ~~080-49292444~~ ~~1800-1234-000~~ regarding any queries, complaints, disputes pertaining to the Players Zone or any challenge/quiz thereunder between 9.30AM to 6.30PM, on all working days from Monday to Friday. Alternatively, You may send an email to contest@onmobile.com which shall be answered on working days, between Monday and Friday. All queries, disputes and complaints arising in relation to the Players Zone 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 Players Zone Members might win, depending solely on his/her membership to the Players Zone and based on the performance and meeting of the selection criteria of a challenge/quiz, as laid out in the terms and conditions of the respective challenge/quiz. The prizes shall be sponsored and distributed by OnMobile or a third party, as set out in the terms and conditions of that challenge/quiz. These prizes shall be distributed by OnMobile or a third party through any means, and at any time, as it may deem fit. Prizes will differ from one challenge/quiz to the next. These prizes will be mentioned in the individual challenges/quizzes' terms and conditions, separately. The prizes shall not be distributed from the amount charged by OnMobile or airtel for playing any challenge/quiz under Players Zone.

5. After the selection and validation of the Winners of all the prizes under each challenge/quiz, the Winners will be contacted, by calling them on 3 consecutive days on the number of the Players Zone Member registered with airtel, and will be given further details as to how, when and where they can collect their respective prizes. For the purpose of Intimation, the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e 080-67186344 or [+91-80-49292425080-26426832](tel:+91-80-49292425080-26426832). The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other numbers. In the event the Winner does not answer the calls of the Organizer, an SMS will be sent to the Winner intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes ("**Intimation**"). 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 the challenges/quizzes. The Prizes offered under the challenges/ quiz 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 each challenge/quiz. 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. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or airtel for playing the challenge/quiz. 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 Winners under the challenges /quizzes 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. In the event that any of the Winners cannot be reached or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.

6. Without prejudice to the foregoing Clause 5, any failure on the part of the Winner under the different challenges/ quizzes 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. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under the challenges/ quizzes and the

prize shall not be transferable and no request shall be entertained by the Organizer for such transfer. 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 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 a prize under any challenge/quiz.

7. The Organizer, at its sole discretion, may or may not provide a cash alternative to any of the prizes being offered in any of the challenge/quiz that will be launched as a part of Players Zone.

8. The Winner selection process detailed under each challenge/quiz of airtel will be conducted using an automated ISO certified Winner selection system.

9. All prizes offered in any of the challenges/quiz of Players Zone are subject to availability. Organizer reserves the right to provide alternate models/brands or issue Bank Gift Card (defined below) for any of the prizes without prior intimation or consent of the Players Zone Member.

10. A Bank Gift Card acts as a pre-filled card, in which the Winner's prize amount, less TDS if applicable, is available and is given to the Winners to any category of prizes under any quiz/challenge, at the discretion of the Organizer. This Bank Gift Card can be used and/or swiped as a credit or debit card in all outlets where debit or credit cards are accepted. The Bank Gift Card is valid for a minimum period of 6 (six) months from the date of issue to the Winners. The applicable terms and conditions for such Bank Gift Card shall be the terms and conditions stipulated by the relevant bank.

11. By subscribing to the Players Zone, 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 Players Zone and challenge(s)/ quiz launched as a part of Players Zone, as they may in their sole and absolute discretion decide.

12. By subscribing to the Players Zone and participating in any of the challenges/ quizzes launched as a part of it, Players Zone 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 the purpose of announcement of the Winners of each challenge/quiz organized under Players Zone: name, mobile phone number, score and/or photograph ("**Information**"). The Players Zone Members also consent to the Information being shared by OnMobile and airtel with their affiliates and service providers and to the Information being processed and stored in the servers of OnMobile or airtel or their service providers, inside or outside India.

13. 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 Players Zone, nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Players Zone

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 Players Zone Members under any challenge/quiz of the Players Zone. The Players Zone 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 Players Zone, on any grounds whatsoever.

14. The prize(s) under any challenge/ quiz of the Players Zone are neither assignable nor transferable under any circumstances. All the prizes under the Players Zone 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.
15. The challenges/quizzes under the Players Zone 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.
16. 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 Players Zone, 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.**

17. The list of the Winners of the prizes under the specific challenge/quiz under the Players Zone will be published on the Website- <http://airtel.contestzone.in>
18. The list of Winners of all prizes under the Players Zone 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.

19. Mere participation in any challenge/quiz under the Players Zone shall not entitle a Players Zone Member to the prize. No other person or agent can claim the prize on behalf of the Players Zone Member, unless otherwise expressly mentioned herein.
20. The prizes under any challenge/quiz under the Players Zone Member 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.
21. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
22. The decision of the Organizer in respect of all transactions under any challenge/quiz of the Players Zone 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.
23. 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 Players Zone, neither the Organizer nor any third party involved shall have any liability towards any Players Zone Member.
24. The Players Zone Members hereby irrevocably authorize airtel and its subsidiaries to use the data gathered during and/or after any challenge/quiz in respect of the Players Zone Member (including Players Zone Member name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without airtel's brand.
25. Apart from the entitlement to the prizes under the specific challenges/ quizzes of the Players Zone, 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.
26. The Organizer and/or airtel reserve the right, at any time, to unconditionally disqualify any Players Zone Member who tampers with or who in any way abuses the process or terms and conditions of the respective challenges/quizzes under the Players Zone, without giving any prior intimation to the Players Zone Member.

Failure by the Organizer or airtel to enforce any of their rights at any stage under any challenge/ quiz of the Players Zone does not constitute a waiver of those rights.

27. Any attempt by a Players Zone Member to deliberately undermine the legitimate operation of any challenge/quiz of the a Players Zone 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 Players Zone Member to the fullest extent permitted by law.

28. In all challenges/quizzes launched by Organizer, in any State or circle or circle groups as may be applicable, for the financial year [20142015-1516](#), one individual Winner, irrespective of the number of mobile connections registered in his/her name with airtel, is entitled to win prizes aggregating worth up to Rupees Five Lakhs only ("**Threshold Limit**"). However,

- a. Notwithstanding the Threshold Limit, If an individual Winner, irrespective of the number of mobile numbers registered in his/her name with airtel has either not achieved the Threshold Limit or has not won any prize under any challenge/quiz in the financial year [20142015-2015-2016](#) and subsequently wins an individual prize during the financial year [20142015-15-16](#) which results in such individual Winner crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year [20142015-1516](#). It is to be noted that the individual Winner, irrespective of the number of mobile numbers registered in his/her name with airtel will be entitled to such an exception only if a prize under any challenge or quiz in the financial year [20142015-1516](#), individually results in him/her crossing the Threshold Limit in the financial year [20142015-1516](#); and;
- b. Once any individual Winner, irrespective of the mobile connections held in his/her name with airtel achieves the Threshold Limit for the financial year [20142015-1516](#), he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in the financial year [20142015-1516](#); and
- c. In the event there are multiple airtel challenge/quizzes live simultaneously, the Winner announcement of which need not follow the same order as the respective airtel challenge/ quizzes launch date, then the order of the challenges for the purpose of reckoning the Threshold Limit shall be as determined by the Organizer at its sole discretion.

29. In all challenges/ quizzes launched by the Organizer, in a circle, State or circle groups as applicable for the financial year [20132014-1415](#), one individual Winner, irrespective of number of mobile connections registered in his/her name with airtel, who has already won prizes aggregating Rupees Ten Lakhs or more for such financial year [20132014-1415](#), will not be eligible to win prizes equal to or exceeding worth Rupees Ten Thousand for the financial year [20142015-1516](#).

30. You acknowledge and agree that all copyright and trade-marks and all other intellectual property rights in the SMS content, WAP Link or Website and all material or content related to the Players Zone 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 Link and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

31. Any Players Zone Member providing any incorrect information or concealing/withholding any information from the Organizer with an intent to participate and/or win any prize/s in any challenge/quiz under Players Zone will automatically be disqualified from participating in it and winning the different categories of prizes under the challenge/quiz. 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 Players Zone Member, shall entitle the Organizer to disqualify him/her without any further intimation.

32. The prize(s) to the Winners under each challenge/ quiz shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the prize(s) and on production of all such documents/papers as may be required by the Organizer before accepting the delivery of the prize.

33. All prizes must be claimed by the Winner of each challenge/quiz, along with the documents specified herein below within the specified timelines specified for each challenge/quiz. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):

- Identity Proof;
- Address Proof;
- In case of a 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 Players Zone;
- In case of a 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;
- Photocopy of PAN Card; and

- Letter of Compliance with rules and regulations and declarations in the format as may be required by airtel and/or the Organizer etc.

34. 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/quizzes of Players Zone.

35. This offer under the Players Zone cannot be used in conjunction with any alternative offer or promotion of similar nature.

36. 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 the Players Zone or any challenge/ quiz thereunder as a result of a Force Majeure Event. OnMobile and/ or airtel shall intimate the suspension of Players Zone or any challenge/ Quiz there under caused as a result of such Force Majeure Event to the Players Zone Members.

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

38. 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 subscription to the Players Zone or participating in any of the challenges/quizzes in relation thereto.

39. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of any specific challenge/quiz, so far as the same may impact the Terms and Conditions of subscription to Players Zone or are specifically provided hereunder, the Terms and Conditions hereof shall prevail. In the event of any such discrepancies impacting the terms and conditions of any specific challenges /quiz only the terms and conditions of the challenge/quiz shall prevail and override these Terms and Conditions.

40. 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.

41. airtel and/or OnMobile may assign any or all of its rights under these Terms and Conditions to its affiliates without consent of the Players Zone Members.

42. 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 Players Zone Member's 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 /quizzes of Players Zone or any transactions effected through Players Zone; (b) The Players Zone Members expressly agree that his/her participation in the Players Zone or any challenge/quiz thereunder 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 Players Zone shall be construed to mean the giving of any warranty of any kind by airtel or OnMobile.

43. A Winners shall not be entitled to the prize, 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.

44. 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 Players Zone Member in respect of the quizzes organised under the Players Zone.

45. Nothing in any challenge/quiz of the Players Zone 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.

46. Nothing in the Players Zone including the individual challenges /quizzes 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 challenge(s)/quizzes.

47. The decision of OnMobile in respect of all transactions/issues pertaining to the Players Zone shall be final and binding.

48. 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/quiz of the Players Zone, 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/quiz 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.

49. 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 Players Zone Member or a participant of any challenge/quiz there under and/or any third party, directly or indirectly, by use or non-use of the prizes offered in the individual challenges/Quizzes offered under Players Zone.

50. The Players Zone Members participating in each individual challenge/quiz under Players Zone 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 Players Zone Members under the Terms and Conditions hereunder or under the terms and conditions of the specific challenge/quiz, any failure by the Players Zone Member participating in an individual challenge/quiz 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 Players Zone 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 Players Zone, any challenge/quiz thereunder or otherwise.

51. airtel and OnMobile reserve the right to cancel, discontinue, prematurely withdraw, change, alter or modify any part of the Players Zone or any part thereof including the Terms and Conditions, individual challenge(s) /quiz and prizes at their sole discretion at anytime during its validity as may be required including 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 Players Zone Member from the time of its posting on the Website. You are therefore advised to check the 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 Players Zone and any other services offered on and/or through Players Zone. Your continued subscription to Players Zone will constitute your acceptance of the latest revised Terms and Conditions.

52. This offer is being made purely on a "best effort" basis and subscribing to this Players Zone is voluntary.

53. The Winners under each challenge/quiz of Players Zone 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.

54. 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.

55. These Terms and Conditions and the challenges are governed by Indian Law and the exclusive jurisdiction of the Courts in Bangalore.