

TERMS AND CONDITIONS FOR THE DREAM COME TRUE COMPETITION PACK

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

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

Terms and Conditions:

The Dream Come True Competition Pack (hereinafter referred to as "**Dream Come True Competition Pack**") 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**") for enabling active¹ pre-paid or post-paid category of subscribers ("**Subscriber(s)**"²) of Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited and Vodafone Spacetel Limited (hereinafter collectively referred to as "**Vodafone India**") who belong to the Vodafone India telecom service areas listed below ("**Circles**") to subscribe to Dream Come True Competition Pack. Subscription to this Dream Come True Competition Pack is valid from **30th October 2013** from 00:00:01 hrs to **29th October 2016** till 23:59:59 hrs. Once the Subscriber has successfully subscribed to Dream Come True Competition Pack, he/she will become a member of Dream Come True Competition Pack ("**Dream Come True Competition Pack Member(s)**") and will be allowed to participate in any competition that may be launched as part of this Dream Come True Competition Pack. In the event the subscription period for Dream Come True Competition Pack is extended beyond the afore-mentioned period, the Organizer shall inform the existing Dream Come True Competition Pack Members of such extension either through a Short Message Service ("**SMS**") or through Interactive Voice Response ("**IVR**") on the number of

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 competitions under the Dream Come True Competition Pack or any other competitions offered by the Organizer and Vodafone India, jointly.

² Subscriber shall mean the rightful user of the a Vodafone India connection, pre-paid or post- paid in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the number / connection is registered in the name of a company/ firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in any competition, receive the prizes and accept the terms applicable for the relevant competition.

Dream Come True Competition Pack Members registered with Vodafone India, specifying the extension period. Dream Come True Competition Pack Members shall be required to give their express consent for extending their subscription period under the Dream Come True Competition Pack to the Organizer either through SMS, IVR or Unstructured Supplementary Service Data (“**USSD**”) on the number(s) specified by the Organizer within the specified period as communicated by the Organizer. If no consent is received from the existing Dream Come True Competition Pack Members within the afore-mentioned period, their subscription will automatically terminate on the 29th October 2016 at 23:59:59 hrs. Without prejudice to the foregoing, the Subscribers shall not hold the Organizer liable for such termination of subscription.

The extended period for subscription to Dream Come True Competition Pack shall be made available on the Website (defined below).

Subscribers from the following Circles are eligible to participate in any of the competitions that may be launched as a part of Dream Come True Competition Pack:

ANDHRA PRADESH
ASSAM + NORTH EAST
BIHAR
DELHI and JAMMU & KASHMIR
GUJARAT
HARYANA
KARNATAKA
KERALA
KOLKATA
MAHARASTRA
MADHYA PRADESH + ORISSA
MUMBAI
PUNJAB + HIMACHAL PRADESH
RAJASTHAN
UTTAR PRADESH EAST
UTTAR PRADESH WEST
WEST BENGAL
CHENNAI & TAMIL NADU

Subscription will be open only in the above mentioned Circles of Vodafone India and Subscribers who are roaming outside their home-circle will be barred from subscribing and participating in any of the competitions under Dream Come True Competition Pack. The competition period for individual competitions launched under this Dream Come True Competition Pack shall be governed under the terms and conditions of each competition. Notwithstanding anything to the contrary, if the operation of or participation in the Dream Come True Competition Pack 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 Dream Come True Competition Pack or any competition under the Dream Come True Competition Pack. No further notice shall be given by the Organizer or Vodafone India, in this regard.

A Subscriber, by successfully subscribing to Dream Come True Competition Pack, hereby agrees to the Terms and Conditions mentioned below and by participating in any competition that is launched as a part of Dream Come True Competition Pack, gives his/her irrevocable consent to the terms and conditions of that specific competition in addition to the Terms and Conditions contained herein including to the procedure for winner selection under any of the competitions as set out under the terms and conditions of individual competitions, and any appropriate changes that may be made to the competitions and this Dream Come True Competition Pack by the Organizer or Vodafone India including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Vodafone India or OnMobile, their affiliates and associates or for any reason whatsoever.

Further, the Dream Come True Competition Pack Members who participate in any competition under the Dream Come True Competition Pack and are chosen as winners of each category of prizes under each competition in accordance with the winner selection process under the terms and conditions of the relevant competition shall be required to be the registered Vodafone India 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 under the relevant competition 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 Dream Come True Competition Pack Member.

By subscribing to the Dream Come True Competition Pack You hereby:

- Agree to the Terms and Conditions mentioned below and give Your consent to the terms and conditions of any competition that may be launched as part of this Dream Come True Competition Pack;
- Agree that You are entering into this Dream Come True Competition Pack as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in any of the competitions launched as a part of this Dream Come True Competition Pack, solely at Your own risk;
- 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; and
- Warrant that prior to subscribing to Dream Come True Competition Pack, 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 competition.

These Terms and Conditions are available on the website at the following address:

www.Vodafone.in/competition and www.Vodafone.contestzone.in (“Website”). The Terms and Conditions may be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.

1. Procedure and Eligibility for subscription to the Dream Come True Competition Pack:

Dream Come True Competition Pack is open for subscription for all active Subscribers who fulfill the following criteria:

- Subscriber must be at least 18 years of age ;
- Subscriber must be a resident of India;
- Subscriber must not have been either convicted and/or prosecuted for the commission of any criminal offence nor be of an unsound mind;
- He/she must not have been subject of any criminal proceeding
- Subscriber must be an active Vodafone India Subscriber;
- Subscriber must not be under any legal disability e.g. insolvency, restraint by Court Order etc. nor be of an unsound mind and / or prohibited from entering any contractual relationship; and
- Subscriber must belong to any one of the Circles mentioned above.

2. To subscribe to Dream Come True Competition Pack

- a. **The Vodafone India Subscriber(s) may either call 556770 or dial the Unstructured Supplementary Service Data (“USSD”) string *567*910# on a cellular phone, or send a Short Message Service (“SMS”) by messaging ACT DO or ACT GO or ACT YES or ACT HI to 144/199 or press 1 through Out Bound Dialer (“OBD(s)”) or In Bound Dialer.**

Subscription to Dream Come True Competition Pack is without any additional charges other than the normal usage charges. As soon as a Subscriber sends a subscription request for Dream Come True Competition Pack:

- When a Subscriber calls the number 556770 after subscription to the Dream Come True Competition Pack starts and before the relevant current competition starts, the system checks if the Subscriber has already subscribed to the Dream Come True Competition Pack or not.
 - If the Subscriber has not subscribed to the Dream Come True Competition Pack through any mode, then the subscription intro prompt will be played, asking the Subscriber to subscribe by pressing 1.
 - If the Subscriber presses 1, he/she will be informed that the request has been taken and once the same is confirmed, he/she will receive a subscription confirmation SMS on his/her number registered with Vodafone India and the call will be dropped.
 - If the Subscriber has already subscribed:
 - If the status is pending, the Subscriber will be informed that his/her subscription request is being processed and once the same is confirmed, he/she will receive a confirmation SMS on his/her number registered with Vodafone India, and the call is dropped.
 - If the status is confirmed, the Subscriber will be taken to the current contest, if any.
- Through USSD or SMS, he/she will receive an acknowledgement telling him/her that his/her subscription request has been received.
- Through OBD, a double confirmation is required by pressing 1 and then pressing 5 after which he/she will be informed that his/her subscription request has been received and once the same is confirmed by the Subscriber, he/she will receive a subscription confirmation SMS on his/her Vodafone India number.

- The other relevant steps and terms and conditions involved for each competition under Dream Come True Competition Pack will be communicated to the Dream Come True Competition Pack Members through a promotional SMS or through Out Bound Dialer to the number of the Dream Come True Competition Pack Member registered with Vodafone India at the time of communication of launch of individual competitions under this Dream Come True Competition Pack. The terms and conditions of each competition launched under Dream Come True Competition Pack shall be made available on the Website.
- Once the Subscriber is successfully subscribed to Dream Come True Competition Pack he/she will get an SMS on his/her number registered with Vodafone India informing him/her about the current or upcoming competition, prizes to be won and that the current competition can be played at just Rs. 4 or Rs. 3 or Rs. 2 or Rs. 1 per day, depending on the balance available on his or her Vodafone India number. All Dream Come True Competition Pack Members will, subject to the Terms and Conditions contained herein, be automatically eligible to play all competitions launched as part of Dream Come True Competition Pack, as will be detailed in the terms and conditions of that respective competition.
- All Dream Come True Competition Pack Members will be charged Rs. 4/- or Rs. 3/- or Rs. 2/- or Rs. 1/- per day, depending on the balance available on his/her number registered with Vodafone India on all competition days, irrespective of whether they play the competition or not, once they have subscribed to Dream Come True Competition Pack to play the current competition unless the pricing has been revised for a particular competition or for all further competitions, in which case the price revision will be communicated in advance.
- Dream Come True Competition Pack Members will be charged Rs. 4/- or Rs. 3/- or Rs. 2/- or Rs. 1/- per day, depending on the balance available on his/her number registered with Vodafone India, from the date of commencement of a particular competition till the date of expiry of such competition.
- The questions under each competition shall be based on information available to public at large.
- The Dream Come True Competition Pack Members shall be required to maintain a minimum balance of Rs 2 throughout the period of the Dream Come True Competition Pack, when there is any competition live under Dream Come True Competition Pack.
- If a Dream Come True Competition Pack Member does not get charged for each day continuously for a period of 30 competition days, due to the minimum

balance of Rs 2 not being maintained on his/her Vodafone India number, the system will automatically deactivate the subscription to Dream Come True Competition Pack, without any liability on the Organizer and the Dream Come True Competition Pack Member shall not have any claims against the Organizer or Vodafone India in this regard. The Dream Come True Competition Pack Member will be sent an SMS upon deactivation, which will also inform how the Dream Come True Competition Pack Member can subscribe again to Dream Come True Competition Pack.

- If a Dream Come True Competition Pack Member wants to unsubscribe from this Dream Come True Competition Pack then it can be done by calling 556770 toll-free or SMS 'CAN DO' or 'CAN GO' or 'CAN YES' or 'CAN HI' to 144 or 199 (toll-free). Upon effective un-subscription, an SMS will be sent to the number of the Dream Come True Competition Pack Member confirming the un-subscription from Dream Come True Competition Pack.
 - All Dream Come True Competition Pack Members will be sent regular SMS updates and details about the current and the upcoming competitions, informing about the prizes and charges with the terms and conditions URL of the specific competition.
 - All Dream Come True Competition Pack Members will be eligible to play and win the prizes offered in each competition subject to being successfully charged for the relevant competition, as will be detailed in the terms and conditions of that respective competition. These prizes may vary from one competition to the next.
 - Dream Come True Competition Pack Members will not be charged any amount on non- competition days (after the end of one competition, and before the start of the next competition).
- b.** A Subscriber can subscribe and unsubscribe to Dream Come True Competition Pack multiple times- i.e. if he/she unsubscribes from Dream Come True Competition Pack, he/she can subscribe again, at any time, if he/she wishes to do so during the validity of Dream Come True Competition Pack. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again, in case there is a competition live on that day and therefore the amount deducted may be more than Rs. 4/- per day.
- 3.** The prizes that Dream Come True Competition Pack Members might win, owing solely to his/her membership to Dream Come True Competition Pack and based on the performance and meeting of the Winner selection criteria of a competition, as laid out

in the terms and conditions of the respective competitions will be sponsored and distributed by the Organizer or a third party, as set out in the terms and conditions of that competition. These prizes will be mentioned in the individual competition's terms and conditions separately.

4. The prizes under Dream Come True Competition Pack are 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 under specific competitions and shall have to be duly complied with by the Winners of each competition.
5. All prizes offered in in any of the competitions of the Dream Come True Competition Pack are subject to availability. The Organizer reserves the right to provide alternate models or brands or issue a Bank Voucher or a Bank Card (defined below), of the same value for any of the prizes without prior intimation or consent of the Dream Come True Competition Members under any competition of the Dream Come True Competition Pack.
6. 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 at the discretion of the Organizer under any competition. This Bank Gift Card can be used / swiped as a debit card in all outlets where Bank Gift Cards are accepted. The Bank Gift Card is valid for a period of up to 6 (six) months from the date of its issue to the Winner. The applicable terms and conditions for such Bank Vouchers shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by the Organizer, at its sole discretion, to any category of prizes under any competition.
7. You may contact OnMobile at the toll number 080-49292444 regarding any queries, complaints, disputes pertaining to Dream Come True Competition Pack or any competition 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 which will be answered on working days, between Monday to Friday. All queries, disputes and complaints arising in relation to Dream Come True Competition Pack or any competition thereunder must be addressed by You in writing to OnMobile only, and Vodafone India shall not, for any reason whatsoever, entertain any communication in this regard.

- 8.** By subscribing to Dream Come True Competition Pack, 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 under the current competition and updates about current and upcoming competitions from the Organizer, as it may in its sole and absolute discretion decide.
- 9.** By subscribing to Dream Come True Competition Pack, Dream Come True Competition Pack Members consent to the following information relating to them to be exchanged between Vodafone India, 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 Winner announcement for each competition organized under Dream Come True Competition Pack: name, mobile phone number, score and/or photograph (“**Information**”). Dream Come True Competition Pack 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.
- 10.** You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, Wireless Access Protocol (WAP) or Website and all material or content related to Dream Come True Competition Pack shall remain, at all times, owned by the Organizer, Vodafone India 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, WAP site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 11.** 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 competitions that are launched as a part of Dream Come True Competition Pack. Mere participation in a competition shall not entitle a Dream Come True Competition Pack Member to the prizes under the relevant competitions.
- 12.** After the selection and validation of the Winners of all the prizes under a specific competition of Dream Come True Competition Pack, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Dream Come True Competition Pack Member registered with Vodafone India, 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., 080-67186352 or +91-80-49292425. 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. In the event the Winner does not answer the calls of the Organiser, 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**”). 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(s) under the respective categories under the relevant competition. The prize/s offered under any competition 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 that particular competition. 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 under any competition shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing the Competition. 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 call or SMS 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.

13. Without prejudice to the foregoing Clause 12, any failure on the part of the Winners of any competition to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize of the said Winner which shall in the case of Bumper Prize Winners, be limited to up to 3 Winners. All costs and expenses for collecting the prize unless otherwise specified, shall be borne solely by the Winners under each competition 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 under each competition 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 place specified by the Organizer.

14. Any Dream Come True Competition Pack Member providing any incorrect information or concealing or withholding any information from the Organizer with intent to participate and/or win any prize/s in any competition under Dream Come True Competition Pack will automatically be disqualified from participating in it and winning the different categories of prizes under the competitions. Such act of providing incorrect information or concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Dream Come True Competition Pack Member, shall entitle the Organizer to disqualify him/her without any further intimation.

15. 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) and on production of all such documents/papers as may be required by the Organizer before accepting the delivery of the prize.
16. All prizes must be claimed by the Winners of each competition, along with the documents specified herein below. The documents required to be submitted along with the claim by the Winners of each competition 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 Vodafone India 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 Vodafone India number registered with the Organizer under the Dream Come True Competition Pack;
 - In case of Winner holding a pre-paid connection of Vodafone India 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 Vodafone India 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 the Organizer, Vodafone India or applicable law.
17. The employees of Vodafone India and/ or OnMobile and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in any of the competitions launched as a part of Dream Come True Competition Pack.
18. 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 Vodafone India and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to Dream Come True Competition Pack or any competition(s) thereunder as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of Dream Come True Competition Pack or any competition thereunder caused as a result of such Force Majeure Event to Dream Come True Competition Pack Members.

- 19.** In the event of any discrepancy between these Terms and Conditions and the terms and conditions of any specific competition, so far as the same impact the Terms and Conditions of subscription to Dream Come True Competition Pack 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 competition only the terms and conditions of that competition shall prevail and override these Terms and Conditions.
- 20.** Subject to any applicable law (a) warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Vodafone India and/ or OnMobile including, but not limited to, meeting of Dream Come True Competition Pack 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 competitions of Dream Come True Competition Pack or any transactions effected through Dream Come True Competition Pack; (b) The Dream Come True Competition Pack Member expressly agrees that his/her subscription to Dream Come True Competition Pack or participation in any competition thereunder offered by Vodafone India is at the his/her sole risk and is governed by the Terms and Conditions herein and the terms and conditions of that specific competition; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through Dream Come True Competition Pack shall be construed to mean the giving of any warranty of any kind by Vodafone India or OnMobile.
- 21.** Vodafone India, 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 Dream Come True Competition Pack Member under any competition and/or any third party, directly or indirectly, by use or non-use of the prizes offered in the individual competitions offered under Dream Come True Competition Pack.

- 22.** These Terms and Conditions 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.
- 23.** Vodafone India and/ or OnMobile may assign any or all of their rights under these Terms and Conditions to their affiliates without consent of the Dream Come True Competition Pack Members.
- 24.** Dream Come True Competition Pack Members participating in each individual competition under Dream Come True Competition Pack shall indemnify and keep indemnified Vodafone India 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 Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of Dream Come True Competition Pack Members under the Terms and Conditions hereunder or under the terms and conditions of the specific competition, any failure by Dream Come True Competition Pack Member participating in an individual competition to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of Dream Come True Competition Pack Member. The Organizer, Vodafone India 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 Dream Come True Competition Pack, any competition thereunder or otherwise.
- 25.** Nothing in Dream Come True Competition Pack including the individual competitions organized there under shall affect any intellectual property right of Vodafone India or OnMobile in any product or service, which may be the subject matter of the individual competitions, which shall, at all times, remain with Vodafone India or OnMobile, as the case may be.
- 26.** Vodafone India and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as prizes under any competition nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Dream Come True Competition Pack Members under any competition. OnMobile is also not

liable for any defect or deficiency in the prize(s) so offered or availed by the Dream Come True Competition Pack Members under any competition.

- 27.** This offer under Dream Come True Competition Pack cannot be used in conjunction with any alternative offer or promotion of similar nature.
- 28.** The decision of the Organizer in respect of all transactions/issues pertaining to the Dream Come True Competition Pack shall be final and binding.
- 29.** Neither Vodafone India nor OnMobile shall be responsible for any claims arising out of technical failures before, during, between or after the completion of any competition in Dream Come True Competition Pack, including but not limited to any technical failures in the telephone lines, mobile connectivity, any action that has been initiated, actioned or completed through the Dream Come True Competition Pack Members mobile phone, failure of servers or the failure to provide the correct competition score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, neither Vodafone India nor the Organizer shall be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or Vodafone India.
- 30.** The Dream Come True Competition Pack Member(s) hereby agree and undertake not to hold the Organizer, Vodafone India 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 he/she may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of their subscription to Dream Come True Competition Pack or participation in any of the competitions in relation thereto.
- 31.** The Organizer and Vodafone India reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify any part of Dream Come True Competition Pack or any part thereof including the Terms and Conditions, terms and conditions of individual competitions and prizes offered thereunder at their sole discretion at any time during its validity as may be required including in view of business exigencies, changes by regulatory authorities, 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 Dream Come True Competition Pack Member from the

time of its posting. 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 Dream Come True Competition Pack and any other services offered on and/or through Dream Come True Competition Pack by unsubscribing. Your continued subscription to Dream Come True Competition Pack and/or participation in any competition/s thereunder will constitute Your acceptance of the latest revised Terms and Conditions.

- 32.** This Competition is being made purely on a “best endeavor” basis and subscribing to this Dream Come True Competition Pack is voluntary.
- 33.** In all competitions launched by Organizer and Vodafone India jointly (“**Vodafone Competition(s)**”) for the financial year 2015-16, one individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, is entitled to win prizes aggregating up to Rupees Five Lakhs only (“**Threshold Limit**”). However,
- a. Notwithstanding the Threshold Limit, If an individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, has not achieved the Threshold Limit 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 to cross 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 Vodafone Competition in the financial year 2015-16, individually results in him/her crossing the Threshold Limit in the financial year 2015-16;
 - b. Once any individual Winner, irrespective of the number of mobile connections registered in his/her name, achieves 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 financial year 2015-16; and
 - c. In the event there are multiple Vodafone Competitions live simultaneously, the Winner announcement of which need not follow the same order as the respective Vodafone Competition launch dates, then the order of the Vodafone Competitions for the purpose of reckoning the Threshold Limit shall be as determined by the Organizer in its sole discretion, and no claims shall be made by any Dream Come True Competition Pack Member in this regard.
- 34.** In all Vodafone Competitions held in the financial year 2014-15, if one individual Winner, irrespective of number of mobile connections registered in his/her name, has already won prizes aggregating Rupees Ten Lakhs or more for such financial year 2014-15, he/she will be eligible to win prizes worth up to Rupees Ten Thousand only, for the financial year 2015-16.

- 35.** The Dream Come True Competition Pack Members and the Winners shall be liable to pay taxes as applicable for participation and on winning prizes under any competition. Apart from the prizes, all applicable levies, cesses, insurances, transfer and other expenses, if any, will be borne by the Winner.
- 36.** 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 including the Winner selection under the different competitions shall at all times be binding and final.
- 37.** These Terms and Conditions are governed by Indian law and the exclusive jurisdiction of the Courts in Bangalore.