

## **Terms & Conditions**

1) While availing any of the payment method/s available on the Website, Aircel will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:

- a) Lack of authorization for any transaction/s, or
- b) Exceeding the preset limit mutually agreed by you and between "Bank/s", or
- c) Any payment issues arising out of the transaction/gateway, or
- d) Decline of transaction for any other reason/s.
- e) Any credit/debit card fraud(s)

All payments made against the purchases/services on Website by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Website will not facilitate transaction with respect to any other form of currency with respect to the services available on Website.

By sharing your email id you agree to receive promotional messages and alerts from the Aircel Group Company, as it may in its sole and absolute discretion decide."

2) If your computer or any other electronic device does not support relevant technology or does not meet minimum system requirements including but not limited to encryption, you may not be able to access the Website and/or use certain Services on the Website. Lack of such relevant technology on your computer or any other electronic device may also lead to incomplete information and transactions and Aircel shall not be responsible for the same, in any manner whatsoever.

## **Recharge Jackpot**

The Contest "**Recharge Jackpot**" (hereinafter referred to as '**Activity**') is open to all valid prepaid customer of Aircel Ltd. and Dishnet Wireless Ltd. (hereinafter collectively referred to as "Aircel"), a company having their registered office at 5<sup>th</sup> Floor Spencer Plaza 769, Anna Salai, Chennai- 600002 and Corporate Office at Aircel Limited, DLF Cyber City - Building No. 10 A, 5th Floor Gurgaon-122001. (here in after referred to as "**Operator**"). These Terms and Conditions

contained herein govern the terms of participation in the Activity. Participants entering the said Activity shall be deemed to have accepted these Terms and Conditions.

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

### **Activity Period**

The term of the Activity shall be for Twenty Six (26) days. This is a limited period Activity. The Activity would start on 5<sup>th</sup> day of July, 2016 at 17:00 hrs and end on 30<sup>th</sup> day of July, 2016 at 23:59:59--hrs.

Method/mode of participation: The users can submit their entries on <https://epayment.aircel.com/online-recharge/>

### **Activity Procedure and Eligibility**

1. Subscriber has to enter the web portal/ app/ mobile site
2. Banner will pop up saying "Recharge for Rs 117 and above, get a chance to win 10 Times the recharge value DAILY".
3. If the Subscriber recharges with Rs 117 & above successfully , then a screen will appear saying "Congratulations ! You are now eligible to participate in the Recharge Jackpot"
4. Now the contest question will appear as "What is the coolest thing about Aircel?"
5. Subscriber needs to answer that with Name & Email ID and then Submit.
6. After the successful submission a screen will appear saying "Thank You for Participating". The winners will get the recharge benefit in 10 days.. Stay Tuned !
7. For each day during the Activity Period one winner will be selected by the Auditor, and announced within 72 hours of such selection made by the Auditor. Winner's name & circle will be displayed on [www.aircel.com](http://www.aircel.com) along with the recharge date.
8. The Participant will have to answer a simple question "What is the coolest thing about Aircel" in not more than 10 words."
9. The winner will be decided on the basis of the best answer among all.
10. The Activity is open for all active valid pre-paid subscribers of Aircel, Pan India.

11. The employees of Aircel and their relatives/ dependents shall not be eligible to participate in this Activity. If found otherwise then Aircel reserves the right to disqualify the participant and recover the prize if handed over to them.
12. If an employee of Aircel leaves the organization when the Activity is launched or leaves during Activity running period / before winner list announcement / after winner's list is announced, the employees will not be eligible to participate in the contest. If found otherwise then Aircel reserves the right to forfeit/ recover the prize

In order to be eligible for this Activity, Aircel's Subscriber must fulfil the following criteria-

- Subscriber must not have any criminal record nor should be of an unsound mind. Subscriber must not be restrained by any law of the land (e.g. - any court order(s) etc.).
- Subscriber must be either an active existing or new subscriber of Service during the Activity Period.

### **Prize:**

13. Only one winner would be chosen every day and the announced the next day of the same. The winners shall be given talktime value equivalent to ten times of their recharge amount which will be credited within 10 working days
14. Prizes cannot be substituted for other articles or gifts by winner. Aircel offers no guarantee or warranty in relation to prize deliverables/products.
15. The Winners will be informed through a message on the Winner's mobile number.

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16. It is understood and agreed by the Subscribers that mere participation in this Activity during the Activity Period, does not entitle the Subscriber/s to claim the Prize. He /she should be selected/ declared as the winner in conformity with the terms contained in this T&C and as may be selected or announced by an Independent Auditor appointed for such purpose, to claim the Prize(s).
17. It is understood and agreed by the Subscribers that a selected participant/winner shall have to be the rightful owner of the particular mobile phone number/ connection, registered as per the records maintained by Aircel (and which shall be conclusive). If the selected winner is not able to provide sufficient evidence to show that he/she is the

rightful owner/user of the particular mobile connection, Aircel reserves the right to forfeit the prize.

18. By participating in the Activity, the Subscriber hereby further understands and agrees that Aircel or its appointed Auditor shall at its sole discretion be responsible for inter-alia the selection of the participant as a winner.
19. Participant(s) who breach the terms, in any manner, shall be disqualified from the Activity and Aircel may take legal action against them.
20. Aircel shall reserve the right to use all data, material etc. received from participants as part of this Activity as it may deem fit. The winner(s) will also be required to participate in promotional Activities/events organized by the Aircel, as and when required at the discretion of the Aircel.
21. Aircel shall in no way be liable for inability of the winner to use the Aircel recharge coupon on any other access providers' network except that of Aircel connection. The terms of use of the Aircel network shall also be binding on the winner over and above the terms of this Activity and the Aircel recharge coupon card.
22. Aircel its directors, employees ("Aircel") shall not be responsible or liable for non receipt of call/message. . Aircel offers no guarantee or warranty in relation to
23. opportunity to win this Activity. All decisions of Aircel in relation to Activity shall be final and binding upon participants.
24. AIRCEL reserves the right to stop the Activity at any time and/or change, modifies, withdraw, or extend the Activity without any prior notice and no correspondence in this regard shall be entertained. Aircel reserves the right to withdraw/change/ modify the content and the Terms and Conditions at its own discretion and without any prior notice and / or assigning any reason. Therefore, Participants are advised to regularly check for any amendment(s) or update(s) of the terms and conditions at <https://epayment.aircel.com/online-recharge/> & <http://www.aircel.com>. Aircel reserves the right to withdraw from the Activity at its own discretion and without any prior notice and / or assigning any reason. In case Aircel is withdrawing the Activity, Aircel shall be only liable to give the winners gratifications as won by them during the time Activity was running.
25. The selection of the type of prize will be determined at the sole discretion of Aircel. Prizes cannot be substituted for other articles or gifts or cash by the winner. Any expenditure with regards to delivery and/or enjoyment of prize will be the responsibility of the winner. All applicable government taxes/duties if any on prizes are to be borne by the winners.
26. No correspondence shall be entertained with regard to the Activity.

27. The employees of Aircel or any associated companies including distributors, franchisees, vendors and members of their immediate family will not be eligible to participate in the Activity.
28. Aircel shall not be responsible for any loss or damage that occurs to any Participant or any of their designated nominee(s) due to participation into this Activity.
29. The Participants expressly agree and acknowledge that all information submitted by him/her, is true, current and complete.
30. Aircel at its own discretion can accept or reject any entries of Participant or winner selection and no objection in this regard shall be entertained including but not limited to non-compliance of terms of [www.aircel.com](http://www.aircel.com), lack of complete address and other details of Participants as requested, or failure to comply with the terms and conditions stated herein, etc. Activity shall be subject to the laws of India. All or any dispute arising hereof between Aircel and Participants shall be subject to the Courts having jurisdiction in Gurgaon (Haryana).
31. Aircel or its directors / officers will in no way be responsible for circumstances beyond its control, which hinder the completion of the Activity. Aircel shall not be liable for any failure to perform any or all of its obligations hereunder due to or attributable to acts, events, omissions or accidents beyond the reasonable control of the Aircel, including act of God, fire, lockout, strike or other official labor dispute, union problem, riot or civil commotion, terrorism, satellite failure, failure of technical facilities not within the reasonable control of Aircel, act of public enemy, enactment, rule or order or act of government, such act or event being deemed an event of Force Majeure.
32. Aircel will in no event be liable for any damages - direct, indirect, special, incidental, or consequential arising out of the Activity or use of the prizes given through the Activity.
33. In the event of any discrepancy or inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to promotion these terms and condition shall prevail.
34. If any provision (or any part thereof) of these Terms and Conditions is held by a court/ tribunal of competent jurisdiction to be illegal, invalid or unenforceable, that provision (in whole or part as the case may be) shall be severed and the remaining provisions shall remain in full force and effect.
35. This Recharge Jackpot is subject to guidelines/ directions issued by the Telecom Regulatory Authority of India or any other statutory authority from time to time.
36. In case of any dispute or difference in respect of or in connection with the Recharge Jackpot herein, the decision of the independent auditor shall be final and binding on all concerned.

37. Operator reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Recharge Jackpot . Failure by Aircel to enforce any of their rights at any stage does not constitute a waiver of those rights.
38. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Recharge Jackpot is a violation of Criminal and Civil Laws and should such an attempt be made, Aircel reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.

\*Valid Subscriber means having valid Subscription of Aircel Prepaid cellular mobile telephony services as per Law.

\*\* Active Aircel Subscriber means a subscriber whose Aircel Prepaid mobile number subscription is valid and whose Aircel Prepaid number is active on Aircel's network at the time of distribution of the prizes and during the subsistence of the Activity Period.