

Terms and Condition

During this Monsoon season (26th May'16 till 31st Aug'16) **DISHNET WIRELESS LIMITED (herein after 'Aircel')** is organizing a talent contest for its new as well existing Prepaid & Postpaid Subscribers of North East Circle [(as defined by DoT (GoI)] named "Monsoon Hungama offer" where by subscribers can participate in a "Talent Contest" by answering a quiz question through USSD (*121#) post making one outgoing call every day.

These terms and conditions contained herein govern the terms of participation in the contest. Participants entering the said contest shall be deemed to have accepted these terms and conditions. This electronic record is generated by a computer system and does not require any physical or digital signatures

Under the Monsoon Hungama offer ("Talent Contest"), Subscribers are invited to participate by answering a question over USSD (*121#) post they make one outgoing call during that day.

Subscribers answering questions correctly will get assured gift of WAP link (<http://bit.ly/1Fwxpk3>), where they can **download** Free Wallpaper, Animation, Full Songs, MP3 Tones & True tones as an assured gift [internet/web browsing charge is applicable @10 paisa/10KB when the subscriber is browsing at base rate. For subscribers having any Pocket Internet (PI) pack then subscriber will not be charged for browsing]. A subscriber is entitled to download the contents within 48 hours from receiving the WAP link. Also there are other prizes to be won which include:

Prize	Unit Value	Frequency
Monthly Prize		
Consumer Durables	INR 60,000	Monthly basis – 1 each month (Total 3)
Weekly Prize		
Mobile Phone	INR 6,500	Weekly basis – 3 per week (Total 39)
Daily Prize	10 A2A Local Minutes (1 day validity)	100 Lucky winner every Day who answers the question correctly post making one outgoing call

Aircel reserves their right to change prizes offered as part of Talent Contest at any time.

The Contest is subject to all applicable central, state and local laws and regulations.

Aircel intends to share this monsoon period with its new as well as existing subscriber (prepaid and post paid) through hosting a talent contest for its subscribers and subject to the conditions stated here under. All Aircel subscribers may participate in Contest subject to that he/she agrees to accept and comply with the terms and conditions stated herein below.

TERMS & CONDITIONS for ('Talent Contest')

1. This offer shall be open from 00.00 hours dated 26th day of May ,2016 will remain valid up to 23.59 hours dated 31th day of August, 2016. Further the dates mentioned hereof shall be subject to change and the same shall be publicly communicated.
2. The subscriber does not prefer to enter into this Contest; he/she may opt out from entering into the contest by not answering the question.
3. **The Participation Process**
 - (i) Subscriber need to make one OG Call everyday – A2A or A2O (irrespective of Local/STD/ISD).
 - (ii) Post making one outgoing call, subscriber need to go to *121# (USSD) and answer one question. Subscribers answering questions correctly will become eligible for the contest.
4. Only one subscriber-participant will be eligible for one (1) prize per day during the offer period, irrespective of number of attempts made by answering correctly the question. However, the Subscribers answering correctly will be entitled for assured gift of WAP link (<http://bit.ly/1Fwxpk3>). It has also been clarified that daily-weekly prize winner is eligible for the monthly prize.
5. The winners shall be selected by an independent Firm (herein after 'Firm') hired by Aircel for the purpose of conducting the Audit and draw.
6. The Winners shall be selected through computerized random selection by the said Firm amongst the eligible entries received via the SMS and decision of the Firm shall be final and binding on the Subscriber- participants / participants of the Contest. No dispute, of whatsoever nature, in this respect shall be entertained and no communication shall be entertained in this regard.
7. There are no charges or entry fees for being entitled to enter into the offer.
8. The participation in this contest is absolutely free of cost and voluntary / optional and Aircel offers no guarantee or warranty in relation to opportunity to win this contest. The subscriber- participant agrees and understands that Aircel shall have absolute right to withdraw any participation at any point of time without assigning any reason.
9. By participating in this Contest, subscriber- participant fully and unconditionally agree to and accept these Terms and Conditions as well as the decisions of Aircel, any Agency and/or the Firm under Aircel, which are final and binding in all matters related to the Contest. Successfully entering the Contest and winning a prize is subject to all requirements set forth herein.

10. Aircel shall not be responsible for - (i) any SMS message delivery failures; (ii) any SPAM generated messages; (iii) any lost, late or misdirected computer transmission or 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 (force majeure circumstances).
11. Invalid entry or incorrect entry/answer or abusive entry or incomplete entry by subscriber-participant shall not entitle the subscriber- participant for participation in the Talent Contest. The decision of Aircel with regard to rejection of an entry due to its invalidity or abusive nature or incompleteness or incorrectness shall be solely decided by Aircel and shall be final and binding on the said subscriber- participant.
12. The Subscriber- participant undertake and irrevocably and unconditionally permit Aircel to cover the Contest through various media including newspapers, radio television news channels, internet, point of sale materials, etc., and shall not raise any objection, protest or demur to such coverage or in this regard.
13. Winners may be required by Aircel to participate in a photo, video and/or film session. Winners agree that Aircel shall have the right to use their names, photos, videos and/or films in any medium and in any reasonable manner as it may decide. Names, addresses, telephone numbers, e-mail identities and/or photographs of Winners may be used by Aircel for sending out commercial information and/or for other commercial, publicity or promotional purposes, free of charge. The Winner further undertake and irrevocably and unconditionally permit Aircel to cover the offer/Contest through various media including newspapers, radio, television, news channels, internet, point of sale materials, etc., and shall not raise any objection, protest or demur to such coverage or in this regard.
14. All right, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) and in any and all responses received shall vest solely and exclusively with Aircel at all times. Aircel or any person or entity permitted by Aircel in this regard shall be entitled to use the responses received or any information in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and or payment to the winner/participants. All material submitted in connection with the Contest (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of Subscriber- participants are assigned to Aircel upon submission and become the property of Aircel exclusively. Aircel may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of Aircel.
15. Each Subscriber- participant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Contest the Subscriber- participant warrants that all information provided by Subscriber- participant regarding Subscriber- participant's name, age, state, city, address, phone number, etc., is true, correct, accurate and complete.
16. Subscribers may enter the Contest multiple times during the contest period, subject to the T&C mention herein. For the purpose of clarity, for weekly & monthly prize eligibility, subscriber shall make one outgoing call everyday day for 7 days and 30 days respectively.
17. Each Subscriber- participant is required to provide full and accurate details of his/her name, permanent address, Income Tax PAN, age and such other details as may be prescribed by Aircel and it is to be understood that the prizes will be given to the winner only upon furnishing of the prescribed details and documents to the Aircel\Agency\Firm or the courier (as applicable).

18. The decision of the Aircel Agency and/or the Firm, as regards the selection of winners is final. No correspondence or any other claims whatsoever, in this regard will be entertained. The prize cannot be exchanged, and is not transferable and cannot be converted into cash.
19. The Aircel shall provide the prize on an "as-is basis" and without any warranty or guarantee concerning the quality, suitability or comfort, and Aircel and/or its associates, affiliates and/ or its management, directors, officers, agents, representatives shall not be responsible for or liable (including but not limited to the product and service liabilities) for deficiency and/ or defect of any product/service and/or the prize or for any kind of consequential damages/ loss, in any manner whatsoever. If any Subscriber- participant has any grievance with respect to the prize, he/she may directly contact the manufacturer/seller from whom Aircel procured the prize. Manufacturer/seller of Mobile/ Consumer Durable shall be solely responsible for all guarantees or warranties.
20. All prize winners will be informed via SMS and/or telecalling. .In the event the mobile number of the winner is busy, unreachable, or he/she does not attend the call, two (2) more attempts will be made to reach the winner on that day and/or the next day. If even on the third attempt also, the winner does not attend the call, or is unreachable, the winner's participation in the Contest comes to an end, winner's entry stands canceled and he/she becomes ineligible to receive any prize. In the event winner remain unreachable/does not attend the call, however the SMS sent was delivered, it would be duty of the winner to contact Aircel within 24 hours from the delivery of the SMS confirming his acceptance to receive the prize. Aircel may send a SMS confirming the cancellation of prize/entry to such winner in the event of non confirmation.
21. On announcement of the winner, the winner will be required to confirm his/her acceptance of the Prize immediately, within 24 hours, on receiving the information about the same failing which Aircel reserves the right to forfeit the same. Further, in the event the winner remains unreachable, or is not interested in continuing in the Contest or is otherwise ineligible to participate, Aircel reserve the right that no more winner will be selected and no prize shall be declared in that category. Aircel also reserve its right to give the prize to the next available winner.
22. The name of the Winner/s ("Winner") may be announced (for weekly/monthly prize) in the Aircel Website <http://www.aircel.com> and/or through any other manner (print and/or electronic media/ SMS/telecalling) as Aircel/Firm may deem appropriate.
23. This Contest is valid only for existing as well as new Aircel prepaid and postpaid subscribers who fulfill the following criteria:
 - (i) This Contest is open to Indian citizens only.
 - (ii) Each participant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Contest the subscriber- participant warrants that all information provided by him in Customer Enrolment Form (CEF) regarding his name, age, state, city, address, phone number, etc., are true, correct, accurate and complete.
 - (iii) The subscriber must not be suffering from any legal disability e.g. restraint by Court Order etc.
 - (iv) In order to participate or to avail or eligible for prize benefits, subscriber- participant should be a valid Aircel subscriber- participant as per the norms of DOT.
24. By participating in this Contest, Participants fully and unconditionally agree to and accept these Terms and Conditions as well as the decisions of Aircel and any other terms and conditions as notified by Aircel from time to time, which are final and binding in all matters related to the Contest. Successfully entering the Contest and winning a prize is subject to all requirements set forth herein.

25. This Talent Contest cannot be clubbed with other Contests in operation, if any.
26. This Contest is being made purely free and optional and participation of eligible subscriber-participants is voluntary and confirm that he/she shall accept and comply with the terms and conditions stated herein, without demur protest or contestation.
27. The Subscriber- participant hereby understands and gives his/her irrevocable consent for personal information relating to the Subscriber- participant to be exchanged with Aircel.
28. Aircel shall not be responsible/liable for (a) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilised in the contest, (b) technical failure of any kind, including, but not limited to malfunctions, interruptions, or disconnections in mobile network or network hardware or software (c) unauthorised human intervention in any part of the process of the Contest (d) technical or human errors which may occur in the administration of the Contest or processing of entries etc.(e) for any delayed, lost, mutilated, corrupted or illegible documents, crowns, labels, etc.(f) In the event of any discrepancy or inconsistency between these terms and conditions and any brochure, marketing or promotional materials relating to promotion these terms and condition shall prevail.
29. Aircel reserves the right in its sole discretion to disqualify any Subscriber- participant if it finds that the Subscriber- participant or any individual associated with him/her is tampering with the process or the operation of the Contest or is acting in violation of these Official Rules, Terms & Condition or acting against any other Contest/promotional act of Aircel or in an unsportsmanlike or disruptive manner or in violation of law of the land. Any attempt by any Subscriber- participant to deliberately undermine the legitimate operation of the contest/Offer amounts to violation of Criminal and Civil Law, and should prosecute accordingly. Aircel reserves the right to seek damages from such participant to the fullest extent permitted by law. Aircel's failure to enforce any term of these Official Rules/terms shall not constitute a waiver to that provision.
30. Aircel reserves the right to substitute a prize with of equal, lesser or greater value of the same/different brand.
31. Aircel will not bear any responsibility of transporting prize to places of respective winners. It shall be responsibility of the winner to collect the prize from such place as notified by Aircel from time to time.
32. Subscriber- participant(s) must enter the Contest on his/her own and entry by proxy is not permitted or allowed under any circumstance.
33. All the winners of the Said prizes will be under an obligation to issue acknowledgement receipts of such prize at the time of receiving of such prize.
34. 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 winner.
35. The prize(s) to the winner shall be given subject to compliance with all applicable statutory legislations/ processes /formalities in connection with the prize(s) and on production all such documents/papers as required by Aircel before delivery of the prize. Any failure on the part of the winner to comply with directions issued by Aircel for claim of prize shall entitle Aircel to forfeit the prize(s).
36. The Prize for the Competition will be given only to the Winner in whose name the Aircel mobile phone number is registered and it is the winner's responsibility to produce such document and/or

credentials to prove his/her identity. It is the responsibility of the Winner to produce such identity proof and/or credentials at his/her own cost. The Prize is non transferable, non-negotiable and non assignable in the name of any other person. The Prize shall also not be transferable / redeemable against any other service offered by Aircel nor for cash at the request of the winner. No request shall be entertained by Aircel in this regard;

37. Apart from the entitlement to the above Prizes, the Winner or his legal heirs will have no other rights or claims against the Aircel. The participants agrees to release and hold harmless Aircel/ its sponsor, administrators and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers and each of their parent companies and each such company's officers, directors, employees and agents and the Firm from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in Contest or receipt or misuse of any prize.
38. The employees and their relatives of Aircel & associated companies/organizations/firm/distributor/franchisee/retailer are not be qualified for winning Prizes under this Contest. At the time of receiving of the prize/prizes the respective winners has to produce one declaration that he/she is not an Aircel Employee and / or an Associate/agent/dealer and/or family member of Aircel and/or Firm.
39. In case of any dispute or difference in respect of or in connection with the Contest and/or the Prizes herein, the decision of the Aircel shall be final and binding on all concerned.
40. If a Subscriber- participant is dissatisfied with the Contest or the rules and/or any content or any requirements of the Contest terms, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not participate in the Contest/offer.
41. The Prize shall be subject to Income tax, gift tax or any other statutory levies / tax (including withholding taxes) as may be applicable and the Winner of the respective Prize shall be responsible and liable to pay such taxes. In case the Winner fails to comply with the applicable law/s, Aircel will have the right to decide whether to pick another name of the Winner/s to replace the Winner who is in default.
42. The winners will be communicated by Aircel as to the applicable Tax against their respective Prizes and the winners are under an obligation to submit the Tax amount as applicable against such receipt of prizes before taking the gifts from Aircel. All such payments against such tax to be paid by the winners through a Demand Draft in favour of "Dishnet Wireless Limited" payable at Shillong.
43. None of the provisions of these Terms and Conditions shall be deemed to constitute a partnership or agency between any Subscriber- participant and Aircel and the Subscriber-participant shall not have the authority to bind Aircel in any manner whatsoever.
44. Aircel and/or the Firm shall not be liable to perform any of its/their respective obligations under the Contest or in respect of the prize where it is unable to do so as a result of circumstances beyond its/their control in the nature of fire, explosions, natural calamities, state emergency, riots, or any other *Force Majeure* condition, etc., and shall not be liable to compensate the Subscriber-participant. Aircel shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Contest due to any government restrictions.

45. Failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies on the part of Aircel or the Firm.
46. Any dispute/matter arising out of or in relation to the Contest/Competition is subject to jurisdiction of competent court/s of Shillong alone.
47. All incidental costs/taxes/levies related to the prize(s) shall be exclusively borne by the subscriber- participant as applicable by the government Central, State or Municipal etc.
48. Aircel may to its best ability inform the winners by calling them on their Mobile or Telephone Numbers. All prizes must be claimed by the winners, along with the documents as specified at the venue of the draw or any other place as specified by Aircel from time to time. The documents required to be submitted along with the claim by the winner include the documents as specified by Department of Telecommunication, Government of India as a Proof of Identity (POI) and Proof of Address (POA) as applicable in North East telecom circle, as the case may be. If the winners do not provide the valid documentary proof their participation shall unconditionally and irrevocably lapse without further notice in this regard.
49. The Subscriber- participant hereby agrees and undertakes not to hold Aircel and/or or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, firm 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.
50. By entering the Contest the participant hereby releases from and agrees to indemnify Aircel, and/ or any of its respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of the prize or participation in the Contest including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.
51. The terms and conditions stated herein shall not override the terms and conditions of the Customer/Subscriber Enrolment Form.
52. The Contest is valid subject to compliance with all formalities as required by Aircel. Any failure on the part of the subscriber- participant to comply with the specified formalities shall disqualify the Subscriber- participant.
53. Aircel reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part there of including the eligibility criteria at its sole discretion at anytime during it's 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- participant, 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 <http://www.aircel.com>.
54. Aircel reserves the right to change, defer, alter or cancel this Contest in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Any decision of Aircel in this regard and in general with respect to this offer/Contest and the terms and conditions thereto shall be final, binding and non-contestable.

55. Aircel shall not be responsible for any injury (including death), loss, damage or other consequence whatsoever suffered or incurred by Winners and/or companion/s while availing prize/Gifts.
56. Aircel accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, unique codes, documents, demand drafts, claims or correspondence whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise. Aircel shall not liable for any consequences of user error including (without limitation) costs incurred.
57. The prize items as shown in any Advertisement of the company are for illustrative purpose only. Actual may vary as per manufacturers specifications. Prizes / goods may vary, subject to manufacturer's warranty/guarantee terms. In case of non-availability of any mentioned produced / model, prize may be substituted as per discretion of Aircel.
58. Winners are solely liable for any expenses arising out of acceptance and usage of prizes.
59. The offer is subject to Aircel's eligibility and service license conditions.
60. Further all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participants and/or Aircel of this Contest, shall be governed and construed in accordance with the laws of the Republic of India.
61. The general terms and conditions and privacy policy mention in the Aircel Website shall be applicable in addition to these terms and conditions mention herein.
62. If a person chooses to access the Aircel Website from outside India, he/she shall do so on his/her own initiative and shall be responsible for compliance with applicable laws of the Republic of India.
63. Subscriber- participant has read and agreed to all the terms and conditions of this Contest with his/her free will.
64. Nothing contained herein amounts to a commitment or representation by Aircel to conduct further Contests.
65. The Subscriber- participant shall be solely responsible for any consequences which may arise due to his/her participation in the Contest by conducting an illegal act. Subscriber- participant also undertakes to indemnify Aircel and/or the Agency and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by Aircel or the Agency on account of such act on the part of the Subscriber- participant.
66. If any provision (or any part thereof) of this Terms and Condition 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.