

TERMS AND CONDITIONS OF RECHARGE CHALLENGE FOR GOLD AND BIKE

PLEASE READ THESE TERMS & CONDITIONS (“T&C”) CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS CHALLENGE KNOWN AS “**RECHARGE CHALLENGE FOR GOLD AND BIKE**”. BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS “**RECHARGE CHALLENGE FOR GOLD AND BIKE**”, YOU HEREBY ACKNOWLEDGE AND ACCEPT THE CHALLENGE AND THEREBY AGREE ON IRREVOCABLE BASIS, TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS & CONDITIONS, PLEASE DO NOT PARTICIPATE IN THIS CHALLENGE.

Terms and Conditions:

The **RECHARGE CHALLENGE FOR GOLD AND BIKE** (hereinafter referred to as “**Challenge**”) is conceptualized, organized and conducted by **OnMobile Global Limited** 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**”) in association with **Idea Cellular Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Suman Tower, Plot No. 18, Sector – 11, Gandhinagar – 382 011 and its corporate office at 5th Floor, Windsor, Off CST Road, Kalina, Santacruz (E), Mumbai-400098 (hereinafter referred to as “**Idea**”).

OnMobile and Idea shall hereinafter be jointly referred to as “**Organisers**”.

The Challenge is open for a limited period from **5th Aug 2016 ,00:00:01 hours till 3rd Sep 2016, 23:59:59 hours**, both days inclusive, for the active¹ pre-paid category of the Idea subscribers (“**Subscriber(s)**”²) of the following Idea telecom service areas circles (“**Circle(s)**”):

***Classification of Circle(s) –**

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 this Challenge or any other challenges offered by the Organizers jointly.

²Subscriber shall mean the rightful user of the pre paid Idea connection, , 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 or firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate and authorization of the employer duly permitting the employee to use the MSISDN for participation in the Challenge, receive the gratifications and accept the terms applicable for the Challenge.

Sl no	Circle-Group*
1	ANDHRA PRADESH
2	PUNJAB

For the avoidance of any doubt, please note that the gratifications offered under this Challenge are solely sponsored and distributed by OnMobile for the Subscriber/s who scores highest in terms of answering the correct questions (“Highest Scorer/s”) of this Challenge and Idea is only providing information and data in relation to the active Subscribers participating in this Challenge and the Short Message Service Center (“SMSC”), to facilitate the Challenge to be played by the Active Subscribers1.

The Challenge is available to only those Active Subscribers who have done TOPUP recharge of any of these value - Rs. 10/- 20/-, 30/- , 40/- , 50/- 100 in Andhra Pradesh & Punjab telecom circles and whose mobile numbers are available in the file shared by Idea circle in sftp path.

The Challenge is not available to the Subscribers who are roaming outside their home circles.

The Challenge will be available in English and Hinglish on Short Message Service (“SMS”), and in the below mentioned languages as per the chart below on Interactive Voice Response (“IVR” or “Voice”):

Circle	Voice			SMS
	Language 1	Language 2	Language 3	
AP	Telugu	English	Hindi	English
PUN	Punjabi	Hindi	English	Hinglish

A Subscriber, by participating in the Challenge, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the Highest Scorers as set out herein, and any appropriate changes that may be made to this Challenge by the Organisers, including due to any legal or regulatory requirement, instructions from any Public

judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the Organisers, its affiliates and associates or for any other reason whatsoever.

For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a Subscriber.

Also, by participating in this Challenge, 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 Challenge as an independent party and nothing herein establishes an employer-employee relationship between You and Idea or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in the Challenge, solely at Your own risk.
- Warrant that prior to participating in the Challenge, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.
- Confirm and undertake that You will make an informed choice regarding the option to participate through voice or Short Message Service (“**SMS**”) and after understanding the implications of the same.

These Terms and Conditions are available on the website at the following address: <http://idea.contestzone.in> and [www. Ideacellular.com](http://www.Ideacellular.com) (“**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.

By participating in the Challenge, You indicate Your acknowledgement and acceptance of these Terms and Conditions.

1. Procedure and Eligibility to participate:

This Challenge is available only to Active Subscribers who have done TOPUP recharge of any of these value - Rs. 10/- 20/-, 30/- , 40/- , 50/- 100 in Andhra Pradesh & Punjab telecom circles and who fulfill the following criteria:

- He/she must be of or above 18 years of age;

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- He/she must be a resident of India;
- He/she must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind;
- He/she must belong to any of the Circles mentioned above; and
- He/she must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

Further, the Subscribers who participate in the Challenge and are chosen as Highest Scorers of each category of gratification under the Challenge in accordance with the Highest Scorer selection process under the Terms and Conditions of the Challenge, shall be required to be the registered Subscribers of the mobile phone number chosen as the Highest Scorer and not merely the persons using such mobile number. If the Highest Scorer is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number, the Organisers reserve the right to award the gratification to the next eligible Highest Scorer or to forfeit the gratification, at its sole discretion.

The Subscriber may subscribe to the Challenge either by calling the toll-free number 552560 or sending SMS "DREAM/ GOLD/BIKE" to 552560.

2. Charging:

- 1st question of the Challenge will not be charged under any medium i.e. voice and SMS.
- The Challenge is available on voice and SMS. The Challenge consists of total 100 skill/knowledge based questions with two answer options for each question. The Subscribers will be charged Rs. 2/- for each answer given by the Subscribers to the corresponding question in the Challenge.
- Questions will be played set wise. Questions will be played randomly to Subscribers from all sets. Once Subscriber answers questions from set 1 he/she will be moved to set 2, followed by set 3 and so on.
- The charged amount will not be refunded to Subscribers under any circumstances.
- Subscribers shall be charged only after sending the response to the corresponding question.
- Subscribers will only receive the (n+1)th question after getting successfully charged for the nth question i.e if a subscriber is charged successfully for the first 3 questions he/she answered and is not charged successfully for the 4th question, then he/she will only receive the 5th question once he/she is charged for the 4th question successfully.

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- In case the Subscriber stops participating in the Challenge at any time, the independent system of the Organisers will continue to charge him/her for all questions answered till that time, in the event charging for any answer has been unsuccessful. Answers for which the charging has not been successful shall be disregarded for the purpose of Highest Scorer selection.
- In case the charging is unsuccessful for any Subscriber playing on Voice, including due to insufficient balance in the participating MSISDN of the Subscriber, a 'Low Balance' prompt shall be played to the Subscriber and the call will be dropped. In case the charging is unsuccessful for any Subscriber playing on SMS, including due to insufficient balance in the participating MSISDN of the Subscriber, a 'Low Balance' SMS shall be sent to the Subscriber.

3. Challenge on Voice:

- The Challenge on voice is available on the Toll-free multimodal number **552560**. However, Subscriber shall be charged Rs. 2/- for each answer given by him/her.

Subscribers • Each question has 2 answer options

- User can answer only after the BEEP.
- For every right answer, the participant will get 10 points.
- There are no negative points for wrong answers
- ****Happy Hour – Everyday 6pm – 10pm.
- During Happy Hours, participant will get 20 points for every right answer
- The Subscribers may discontinue participating in the Challenge anytime by sending 'STOP' an SMS to 552560.

4. Challenge on SMS:

- For all Subscribers who enter the Challenge for the 1st time, a Welcome SMS is sent, informing the user about the gratifications of the Challenge, the charges per answer and the T&C link.
- This is followed by the 1st question and answer options.
- For every right answer, the participant will get 10 points.
- There are no negative points for wrong answers
- ****Happy Hour – Everyday 6pm – 10pm.
- During Happy Hours, participant will get 20 points for every right answer

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- If the participant stops playing after answering the nth question then he/she can continue playing by sending **552560** as an SMS to **552560** , to receive the next question.
- The Challenge can be played only once by a participant.

5. Gratifications and Highest Scorer selection:

Super Bumper Gratification: The selection for the Super Bumper Gratification will be conducted after the Challenge ends.

One MSISDN across both circles*, with highest score, in the least amount of time, in the Challenge will become eligible for Gold Voucher worth Rs. 10,00,000/- subject to deduction of applicable taxes from time to time. Such gold vouchers shall be issued by scheduled bank of India.

Mini Bumper Gratification: The selection for the Mini Bumper Gratification will be conducted after the Challenge ends.

One MSISDN per circle*, with minimum of 10 points in the least amount of time, in the Challenge will become eligible for TVS Sport Bike worth Rs. 50,000/- subject to deduction of applicable taxes from time to time .

In case of a tie in the selection in the Mini and Super Bumper Gratification in Score and time taken 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the tied MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for tied MSISDNs to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.

Note: If a participant plays the Challenge over both the channels (Voice & SMS), his/her score will only be cumulative and not exclusive for each of the channels. i.e.: if the participant has started playing the Challenge on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4th question, and if he/she

answers the question correctly, his/her score will be 30. And this will be the score that will be considered for the Highest Scorer selection for all the gratifications.

Special Friday Gratification: One MSISDN, across both the circles* with the highest score, in the least amount of time on the specified day*** will be selected as the Highest Scorer of Smartphone worth Rs. 15,000/- subject to deduction of applicable taxes from time to time.

One MSISDN can get this gratification only once in the Challenge.

In case of a tie in the selection of the Special Friday Gratification, in Score and time taken. 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the tied MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for tied MSISDNs to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered. The time taken for answering a question on "Voice" mode, is calculated from the time OnMobile's system plays beep (after question) till the answer DTMF input is given by user. On SMS channel time taken is calculated from the time system pushes the question till the answer input is given by user on SMS.

Daily Bumper Gratification: •The selection for the Daily Bumper Gratification will be done after 5 working days. One MSISDN across both circles, with minimum of 30 points in the least amount of time, on that day, will become eligible for Mobile Recharge³ worth up to Rs 1000.

The Highest scorers are removed from the list of eligible subscribers for the Daily 1st Gratification of that day.

One MSISDN can receive the Daily bumper Gratification only once in the Challenge.

Daily 1st Gratification: The selection for the Daily 1st gratification will be done after 7 working days.

³ Mobile Recharge is the amount that will be given to the Challengers as talk-time, based on the available denominations or offers in the respective Circle Group. In case in any of the Circle Groups, the talk-time recharge value or denomination offered in the Challenge is not available, the Challengers will be provided with the nearest value or denomination available for talk-time, data or SMS recharge which could be equal to or closest to the recharge value or denomination offered. All taxes and charges including but not limited to State tax, cess, operator charges etc. on such recharge will be applicable and will be borne by the Challenger.

Two MSISDNs Per circle, with minimum of 20 Points in the least amount of time, on that day, will become eligible for Mobile Recharge worth up to Rs 100.

One MSISDN can stand a chance to receive the Daily 1st Gratification only once in the Competition.

In case of a tie in the selection of Highest Scorers for any of the Daily Gratification in the Challenge, the Highest Scorer will be the MSISDN that has achieved the relevant score as detailed above, first in point of time, which shall be electronically recorded by an independent system of the Organizer.

Happy Hour: Happy hour will be from 6pm to 10pm. The Highest Scorer will get double points for every correct answer during happy hours i.e. 20 points for each right answer.

***Classification of Circle-Group(s) –**

SI no	Circle-Group*
1	ANDHRA PRADESH
2	PUNJAB

******Happy Hours Timings – 6PM to 10PM**

The happy hour is from 6PM to 10PM everyday.

***** Special Friday Schedule**

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Special Day	
Days	Dates
1 st Friday	29-Jul
2 nd Friday	5-Aug
3 rd Friday	12-Aug
4 th Friday	19-Aug

A Subscriber is eligible for more than one Gratification category during the period of the Challenge, which means that he/she can get more than one Gratification category provided he/she meets the above said criteria of the respective Gratification categories and gets selected.

We would be using the name of the previous or current Highest Scorers in the engagement sms for promotion purpose.

- i) The total time taken by an MSISDN to provide the correct answers in a day, whether on Voice or SMS is used to determine the Highest Scorer for the afore-mentioned gratification. All Subscribers who participate in the Challenge are provided the option to participate in the Challenge through Voice (as detailed in Clause3) and SMS (as detailed in Clause 4) and are aware that time taken to answer a question through SMS is recorded only upon receipt of the SMS by OnMobile’s system and not from the time that the SMS has been sent by the Subscriber. Accordingly, time taken to correctly answer the questions in a day through SMS may be more than the time that is clocked in the Voice mode. Subscribers hereby agree and confirm that he/she is aware that an SMS sent by the Subscriber may not be received by the Organizers instantly due to various factors outside the control of the Organizers such as Network failure or System failure and hereby agrees not to dispute/challenge the delay caused hence. The time for recording of answer shall be the time at which the Organizer receives the answer and not the time at which the Subscriber sends an answer from his/her handset. For example – If a subscriber sends an answer at 2 PM but it was received by Organizers

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only at 3 PM, then 3 PM will be considered for Highest Scorer Selection. The Subscriber undertakes not to challenge the selection process of Highest Scorer(s) in case of tie in the number of points scored, since the time at which the SMS was received by Organizers will be considered for selecting the Highest Scorer. Participants hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Challenge to know the Highest Scorer and to claim their gratification, if any. Post Highest Scorer declaration and completion of their announcement and further process as the case may be if Organizer finds that the declared Highest Scorers are wrong then organizer reserves the right to declare the correct Highest Scorers again and cancel the gratification of Highest Scorers declared earlier.

- ii) A Subscriber is eligible to receive more than one gratification during the period of the Challenge, provided he/she meets the above said criteria's for the respective or gets selected during the tie-breaker process, subject at all times to Clause 40 below.
 - iii) Without prejudice to the foregoing, the Subscribers shall not hold OnMobile, the Independent Auditor (defined below) or Idea liable for the Highest Scorer selection process under this Challenge.
 - iv) The process of Highest Scorer selection for each category of gratification, in accordance with the Highest Scorer selection process detailed in this Challenge will be witnessed by an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Highest Scorers, certify such process.
6. The gratifications offered in this Challenge will be sponsored and distributed by the OnMobile or by a designated third party.
7. All gratifications will be given after deducting various taxes, license fees and charges as applicable.
8. After the selection and validation of the Highest Scorers of the gratifications under the Challenge, the Highest Scorers will be contacted, by calling them on 3 consecutive days on the number registered with Idea, and will be given further details as to how, when and

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where they can collect their respective gratification. For such purpose the Highest Scorer(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-49080661 or +91-80-40096344.. The Organisers shall not be liable for any reason whatsoever in the event the Highest Scorers respond or communicate in any form, with any other number. In the event any of the Highest Scorers do not answer the calls of OnMobile, an SMS will be sent to the Highest Scorers intimating them regarding their selection as the Highest Scorers under the different categories of gratifications and providing them the details as to how, when and where they can collect their respective gratification (“**Intimation**”). The gratification offered under the Challenge may be given to the Highest Scorers during a special event, the venue, date and time of which shall be announced by the OnMobile, at its sole discretion, subsequent to completion of the Challenge. In the event no special event is being conducted by OnMobile, the Highest Scorers shall be requested to provide their address to which the gratification may be sent by OnMobile, failing which the gratification shall be forfeited. The gratification shall, under no circumstance be distributed from the amount charged by the Organisers for participating in the Challenge. Delivery of gratification will be subject to the Highest Scorers giving the correct address and his/her availability there. The Highest Scorers agree that there shall be no liability on the OnMobile in the event such message does not reach such Highest Scorer on any account for any reason whatsoever. In the event that any of the Highest Scorers 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, OnMobile reserve the right to forfeit the gratification at its sole discretion. All decisions by the Organisers regarding the selection of the Highest Scorers shall be final and binding. In the event the gratification cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of OnMobile, the Highest Scorers shall collect them from the nearest place specified by OnMobile.

9. Without prejudice to the foregoing Clause 8, any failure on the part of the Highest Scorer under this Challenge to comply with directions issued by the OnMobile shall entitle OnMobile, at its discretion, to cancel and forfeit the gratification for the said Highest Scorer and the same gratification will be given to the next eligible Highest Scorer. The gratification shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“**PAN**”) of the Highest Scorer(s). The Organisers shall not be responsible for any delay on part of a third party including the courier agency, in delivering the gratification. All costs and expenses for collecting the gratification unless otherwise

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specified shall be borne solely by the Highest Scorer under this Challenge and the gratification shall not be transferable and no request shall be entertained by the Organisers for such transfer.

- 10.** To be eligible to claim the gratification/s under the Challenge, the MSISDNs chosen as the Highest Scorers shall be required to be active Subscribers of Idea during Highest Scorer announcement period.
- 11.** The gold voucher offered as gratification in this Challenge will be given to the Highest Scorer(s) after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, TDS and as applicable from time to time and applicable VAT on the purchase of the gold. The Highest Scorers will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold received.
- 12.** The Highest Scorers can use the gold vouchers being given as Super Bumper Gratification in this Challenge to purchase gold only up to the value specified in the respective gold vouchers, irrespective of the rate of conversion of gold at the time of such purchase. The value of the gratification offered as Super Bumper gratification in this Challenge shall not exceed net amount of Rs. 10,00,000/-.
- 13.** With regard to the Mini Bumper Gratification as TVS Sport Bike, the Highest Scorer will be eligible for the Ex-showroom price of such gratification. The Highest Scorers eligible for such Gratifications will be liable to pay any applicable charges over and above the Ex-showroom price of the respective vehicles as applicable. The Highest scorer shall be liable to pay applicable taxes, levies, charges on the additional parts opted by the Highest Scorer to be purchased along with the afore-mentioned gratifications.
- 14.** The value of the gratification offered as Mini Bumper Gratification in this Challenge shall not exceed net amount of Rs. 50,000/-. The Gratification amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased.
- 15.** The gratifications offered in this Challenge are subject to availability. OnMobile reserves the right to provide for an alternative model or brand of the gratifications hereunder or issue a

Bank Gift Card (defined below) for the value of the gratification given under the Challenge, after deducting applicable taxes, which may be redeemed by the Highest Scorer at stores accepting such Bank Gift Card.

- 16.** Without prejudice to the foregoing, under no circumstance shall the Highest Scorers of the Challenge be entitled to redeem any category of gratification including a Bank Gift Card for cash, unless expressly mentioned herein. OnMobile, at its sole discretion, may or may not provide a cash alternative to any of the gratification being offered in this Challenge.
- 17.** This Challenge is being made purely on a “best effort” basis and participation of eligible Subscribers is voluntary, and subject to the applicable terms and conditions.
- 18.** DND Subscribers will not be sent any engagement SMS as DND Subscribers themselves have to discover about the challenge and by entering the Challenge, 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 this Challenge from the Organisers, as they may in their sole and absolute discretion decide. Also, the Subscribers may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming challenge/s for 20 days from the date of commencement of such upcoming challenges. Subscribers may send STOP as an SMS to 552560 to stop receiving such updates. The process could take up to 48 hours to get activated and the Subscriber undertakes not to dispute/challenge any promotional update send by the Organizer during this period.
- 19.** Subscribers may contact OnMobile at 080-080-49080661 (toll-number) regarding any queries/complaints pertaining to the Challenge between 9.30 AM to 6.30 PM, on working days from Monday to Friday. Alternatively, Subscribers may send an email to contest@onmobile.com which shall be answered on working days. All disputes must be addressed by the Subscribers in writing to OnMobile, and Idea shall neither be responsible nor shall entertain any communication in this regard.
- 20.** Mere participation in the Challenge shall not entitle a Subscriber to the gratification. No other person or agent can claim the gratification on behalf of the Subscriber, unless otherwise expressly mentioned herein.

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- 21.** By participating in the Challenge, Subscribers consent to the following information relating to them to be exchanged between Idea, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organisers may deem fit, for the purpose of Highest Scorer's announcement: name, mobile phone number, score and/or photograph. Organisers may, at their discretion, choose not to disclose the identity of the selected Highest Scorers to other Subscribers unless expressly mentioned herein. The Subscribers 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, within India.
- 22.** You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, Website and all material or content related to the Challenge shall remain, at all times, owned by the Organisers and/or 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/ content on this Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 23.** The Organisers are neither responsible nor guarantee the quality of the goods or services being offered as gratification nor are they liable for any defect or deficiency of goods or services so obtained/availed, by the Subscribers under this Challenge. The Organisers are also not liable for any defect/deficiency in the gratification(s) so offered or availed, by the Subscribers under this Challenge. The Subscribers shall not have the right to claim any damages, loss or costs from the Organisers for delay in delivery of the gratification(s) on any grounds whatsoever.
- 24.** Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organisers including, but not limited to, meeting of the Subscriber's requirements or aspirations, timeliness, security, the results or reliability of the Challenge, delay in sending or receiving the SMS for participating in the Challenge, delay in time taken or recorded for answering a question including under the tie-breaker process, 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 the Challenge or any transactions effected through the Challenge; (b) The Subscriber expressly agree that his/her participation in the Challenge offered by the

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Organisers is at 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 the Challenge shall be construed to mean the giving of any warranty of any kind by the Organisers.

- 25.** The gratification(s) under this Challenge are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the gratifications shall be subject to such other terms and conditions as may be applicable to specific gratification and shall have to be duly complied with by the Highest Scorer.
- 26.** The gratification(s) to the Highest Scorer shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents/papers as may be required by the Organisers before accepting the delivery of the gratification. Any failure on the part of the Highest Scorer to comply with directions issued by the Organisers for claim of gratification shall entitle the Organisers to forfeit the gratification(s) or roll the gratification over to the next eligible Highest Scorer, at their sole discretion.
- 27.** Any Subscriber providing any incorrect information or concealing/withholding any information from the Organisers with an intent to participate and/or be chosen as the Highest Scorer of the Challenge will automatically be disqualified from participating in it and being chosen as the Highest Scorer of the different categories of gratification. 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 Idea number, domicile, payment of outstanding amount to Idea or any other information provided by the Subscriber, shall entitle the Organisers to disqualify him/her without any further intimation.
- 28.** A Subscriber shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in Clause 29 herein below for the purposes of receiving the gratification.
- 29.** All gratification must be claimed by the Highest Scorers, along with the documents specified herein below within the specified timelines intimated by the Organisers. The documents required to be submitted along with the claim by the Highest Scorers include the following

(the document list is only inclusive and not exhaustive and can change as per the requirements of law):

- Identity Proof;
- Photocopy of PAN Card;
- Address Proof;
- In case of Highest Scorer holding a post-paid connection of Idea number and is entitled to a gratification, the value of which exceeds [Rs. 5,000/-], self-attested copy of the latest bill issued by the operator in respect of the Idea MSISDN registered with the Organisers under the Challenge;
- In case of Highest Scorer holding a pre-paid connection of Idea number and is entitled to a gratification, the value of which exceeds [Rs. 5,000/-], an affidavit in the format provided by the Organisers, declaring that the Highest Scorer is the rightful user of the Idea MSISDN and the same is registered with the operator in the name of the Highest Scorer; and
- Letter of compliance with rules and regulations and declarations in the format as may be required by the Organisers or applicable laws.

30. The Highest Scorers' names will be announced as registered in the system of Idea. The list of the Highest Scorers of the gratification will be published on the Website- <http://Idea.contestzone.in>

31. A Bank Gift Card acts as a pre-filled card, in which the Highest Scorer's gratification amount, less TDS if applicable, is available and is given to the Highest Scorer at the discretion of the Organisers. 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 minimum period of 6 (six) months from the date of its issue to the Highest Scorer. The applicable terms and conditions for such Bank Gift Card shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by the Organisers, at its sole discretion, to any of the category of gratification.

32. The Subscribers shall indemnify and keep indemnified the Organisers 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 the Organisers may incur, pay or become responsible

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for as a result of breach or alleged breach of the representations or obligations of the Subscribers under the Terms and Conditions hereunder, any failure by the Subscribers to comply with applicable law and any third party claim in respect of misuse of any information of a third party. The Organisers shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. The Organisers 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 Highest Scorer or any third party.

- 33.** The Organizer makes no representation of having a business relationship or tie up with any such companies, individuals or any other organization whose products are offered as gratifications in the Challenge. All trade names shall continue to remain owned by their respective owners.
- 34.** All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the Highest Scorers, including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government. The Highest Scorers are required to make their own arrangements for travel, accommodation and such other ancillary facilities to claim their respective gratification. Organisers shall not be responsible in this regard whatsoever. Additionally, the Subscribers shall not be liable to reimburse any cost of travel, accommodation or such other costs incurred by any of the Subscribers.
- 35.** Any gratification 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 gratification/s shall be paid by the Highest Scorer at the prevailing rate. Further, all Highest Scorers must furnish a valid Indian PAN Card copy to claim the gratification amount, or gratification, irrespective of the value of the same, failing which the Highest Scorer's gratification shall be forfeited, or the gratification shall be rolled over to the next eligible Highest Scorer, at the sole discretion of the Organisers.
- **A Highest Scorer earning gratification in excess of INR 10,000/- in a year in aggregate from all challenges / offers conducted by OnMobile Global Limited as one of the Organisers irrespective of the operator or other Organisers will be subject to TDS under the Income Tax Act, 1961.**

- 36.** Apart from the entitlement to the above gratifications, the Highest Scorer or their legal heirs, successors and representative will have no other rights or claims against the Organisers, unless expressly mentioned herein.
- 37.** The list of Highest Scorers for the gratifications will be announced after the end of the Challenge and after all the Highest Scorer selection processes are completed.
- 38.** The Subscribers hereby irrevocably authorize Idea and its subsidiaries to use the data gathered during and/or after the Challenge in respect of the Subscriber (including Subscriber's name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Idea's brand.
- 39.** The employees of the Organisers and of their group companies, affiliate or associate companies shall not be eligible to be chosen as the Highest Scorer of any of the gratifications offered in this Challenge.
- 40.** The gratification shall be handed over by OnMobile on receipt of all the documents from the Highest Scorer required to process the distribution of the gratification. This Challenge including the gratification cannot be used in conjunction with any alternative offer or promotion of a similar nature.
- 41.** This Challenge is 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 the Organisers ("**Force Majeure Event**"). The Organisers shall not be liable for any delay or adverse effect caused to this Challenge thereunder as a result of a Force Majeure Event. The Organisers shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Subscribers within reasonable time.
- 42.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.

43. This Challenge is 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.

44. The decision of the Organisers in respect of all transactions under this Challenge including without limitation the selection of the Highest Scorers shall be final and binding.

45. Questions and their answers, designed/sourced by the Organisers, 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, neither the Organisers nor any third party involved shall have any liability towards any Subscriber.

46. The Organisers shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organisers. Without limiting the generality of the foregoing, the Organisers shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Challenge, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.

47. The Subscribers hereby agree and undertake not to hold the Organisers 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 indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Challenge.

48. The Organisers 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 Subscriber and/or any third party, directly or indirectly, by use or non-use of the gratification offered in this Challenge.

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49. The Organisers reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge or any part thereof including the eligibility criteria, the Terms and Conditions and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Subscriber. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscriber 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 participating in the Challenge.

50. The Organisers may use sub-contractors or 3rd party vendors to execute certain tasks associated with this Challenge, without consent from the Subscribers.

51. The Highest Scorers shall not be entitled to the gratification, in case he/ she fails to clear all outstanding dues payable to Idea and / or is not an active Subscriber of Idea on the date of announcement of the gratification and as on the date of claiming the gratification.

52. The Organisers reserve 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 Challenge, without giving any prior intimation to the Subscriber. Failure by the Organisers to enforce any of their rights at any stage does not constitute a waiver of those rights.

53. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the Organisers reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.

54. The Organisers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.

55. The officers of the Organisers, including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the Challenge.

56. The provisions of this service, the Challenge and any other promotional endeavor may not be used for any commercial purpose by any Subscriber.

57. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Mumbai.