

## **\*\*TERMS AND CONDITIONS FOR "FESTIVE DHAMAKA" CONTEST\*\***

PLEASE READ THESE TERMS & CONDITIONS AS MENTIONED BELOW (T&C) CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS "FESTIVE DHAMAKA" (HEREINAFTER THE "**CONTEST**"). BY PROCEEDING WITH REGISTRATION AND USE OF THE **CONTEST**, YOU AGREE TO BE LEGALLY BOUND BY THESE T&C. IF YOU DO NOT AGREE TO THESE T&C, PLEASE DO NOT PARTICIPATE IN THE CONTEST.

### **PARTICIPATION**

1. The Contest is open only to Indian citizens (individuals), residing in India, aged 18 years or above and who are valid GSM and CDMA subscribers Tata Teleservices Limited (TTSL) a company having its registered office at Jeevan Bharti, 10th Floor, Tower-I, 124, Connaught Circus, New Delhi- 110001 and its corporate office at A & E Blocks, Voltas Premises, T. B. Kadam Marg, Chinchpokli, Mumbai – 400033 and/or Tata Teleservices (Maharashtra) Limited (TTML) having its registered office at Voltas Premises, T. B. Kadam Marg, Chinchpokli, Mumbai - 400 033 (TTSL and TTML are hereinafter collectively referred to as "TTL")
2. To participate in for the Contest, the TTL subscribers have to read, understand and accept the terms and conditions contained on the website and dial into the IVR short code and correctly answer questions designed around content related to Indian Mythology.
3. This contest will be open for both new Subscribers as well as existing Subscribers of Live Astrology (Voice Service). The Subscribers may participate in this Contest by calling the toll-free number 5330013 (GSM and CDMA) Prepay and Postpaid Subscribers. New Subscribers can also call the toll free number 5330013 and start playing the contest.
4. Subscriber needs to pay Charges of - Rs.20/15 days for the service to be eligible for the contest.
5. The Contest is organized by TTL for its Subscribers and managed by its platform partner Hariom Media Services Private Limited (hereinafter "**HARIOM MEDIA**").
6. The Contest is Not open for either the employees, distributors, franchisees, agents, vendors and suppliers of TTL and HARIOM MEDIA or for the relatives/dependants of such employees, distributors, franchisees, agents, vendors and suppliers. For the purpose of the Terms and Conditions of this Contest, the term relative shall have the same meaning as contemplated under section 2(41) of the Income Tax Act, 1961, or as may be determined by TTL at its sole discretion.

### **DURATION AND TERRITORY**

7. The Contest shall run for the period of 61 days commencing from 5<sup>th</sup> October, 2016 at 00:01 hours in the morning and concluding on 5<sup>th</sup> December . 2016 at 23:59 hours in the night (both days inclusive) (hereinafter referred as the "Contest Period"). The Contest is valid throughout the telecom circles in India where TTL is entitled to provide telecom services. -

### **CONTEST PARTICULARS**

8. Subscriber needs need to be active on service during Contest period.
9. Subscriber needs to go to FESTIVE DHAMAKA CONTEST menu & answer 5 questions in minimum time duration.
10. The Subscriber will be gratified basis right answers given in minimum time span & Subscriber has to be active on Live Astrology service during the contest period
11. The Contest consists of a total of 5 questions and the Subscribers can answer the questions by pressing on their mobile phone keypad. Only set of 5 questions will be given to the user, once the user gives 5 right answers then IVR announces thanks for participating the contest.
12. The questions under the Contest shall be based on general information available to public at large.
13. If the Subscriber stops playing the Contest, then he/she may resume playing the Contest by calling the toll free number 5330013 during Contest Period, to receive the next question and answer options.
14. The Contest can be played only once by a Subscriber.

## Selection of successful Winners-

15. The winner of the contest shall be announced after the conclusion of the Contest Period.

16. **The prizes in this Contest will be as follows:**

Sr. No	Gratification Description	Quantity
1	Bike	1
2	5 Gm Gold Coin	2
3	Rs 50 Recharge Voucher	30

17. In case there are two or more Subscribers with the same highest score, then the Subscriber that gave answers in less time spam will be considered as winner for the specific prize. The decision of TTL shall be final and binding on the Subscribers of the Contest. Neither TTL nor **HARIOM MEDIA** will entertain any dispute in this respect. Winner will get only 1 Gratification as per eligibility. The Subscriber understands and accepts that the prize/s under the Contest are sponsored and provided by HARIOM MEDIA. TTL does not guarantee or make any representations or warranties regarding the quality, performance, features or capabilities/utility of the prizes to winner(s) of the Contest and TTL shall not be held responsible or liable for non-delivery or shortfall or deficiency in the prize/s, and all the legal remedies in relation to the prizes shall solely lie against **HARIOM MEDIA**.

18. TTL and **HARIOM MEDIA** are neither responsible nor guarantee the quality or merchantability of the goods/services being offered as prizes nor are they liable for any defect or deficiency of goods or services so obtained/availed, by the subscribers under this Contest.

19. The winner/s shall be intimated within 60 business days of the conclusion of the Contest, by **HARIOM MEDIA** through a telephonic call and/or SMS, on confirmation of the list of winners by TTL.

20. There will not be any assured gift to the subscribers for participating in the Contest.

21. Existing subscribers needs to be active (Subscribed on Live Astrology Service) during the contest and has to pay Charges as per the Tariff for the Liver Astrology Service Subscriber should not unsubscribe from the service while the contest is running or else even if the user is eligible for gratification the same will not be given to him. To redeem the prize, the winner should declare his name & address and provide proof of identity and other supporting documents as may be required by TTL.

22. The prize/s of the **Contest** will be given only to the winner/s in whose name the mobile phone number is registered. The winner needs to be an active TTL subscriber at the time of receipt of prize/s and winner should have cleared all the outstanding dues of TTL. To redeem the prize, the winner should declare his name & address and provide proof of identity and other supporting documents as may be required by TTL.

23. In the event, no response is received from the concerned winner to the telephonic call or SMS within 30 business days of intimation by **HARIOM MEDIA**, then the winner will be intimated through the registered post, to the address provided by the subscriber as per TTL records. If the concerned winner does not respond to the registered post communication within 7 business days of the receipt of the post or if the registered post returns undelivered, then his/her prize/s will stand forfeited.

24. The prize/s will be distributed by **HARIOM MEDIA** within 15 business days from the acknowledgement by the concerned winner of the communication sent by **HARIOM MEDIA**, subject to the submission of supporting documents by winner as required by TTL and **HARIOM MEDIA**. If the winner abstains from taking the delivery of the prize/s, and/or fails to collect the same within 30 business days from the said acknowledgement, then the prize/s shall stand forfeited.

25. The prize/s to the winners shall be given subject to compliance with all applicable statutory legislations/ processes / formalities in connection with the prize(s) and on production of all such documents / papers as may be required by TTL before the delivery of the prize. Any failure on the part of the winners to comply with directions issued by TTL for claiming the prize shall entitle TTL to forfeit the prize(s) or roll the prize over to the next eligible winner, at its sole discretion. TTL at its sole discretion shall decide the model/variant of any prize being offered in this Contest.

26. The prizes are non-endorsable, not transferable and non-substitutable. The prizes are offered on '**NO EXCHANGE NO REFUND**' basis. TTL will entertain no requests for exchange in lieu of the Prize/s.

27. Apart from the entitlement to the above prize/s, the winner or his legal heirs will have no other rights or claims against TTL or HARIOM MEDIA.
28. The prizes shall be subject to the laws of India, including all the tax laws. All applicable regulatory and statutory duties, cess, surcharges, taxes (including TDS deduction by HARIOM MEDIA), insurances, transfer fees, registration fees etc. that may be applicable to avail/use the prize/s, will be borne by the Partner

#### **OTHER CONDITIONS**

29. TTL shall not be responsible for any incorrect / misleading information relating to this Contest presented / displayed on any other information center, webpage through any source other than the Contest Page. TTL will not be liable for any loss suffered by any Subscriber/s based on the representation, terms, conditions, information presented / displayed on any source other than the Contest Page.
30. The subscriber hereby understands and gives his/ her irrevocable consent for personal information relating to the subscriber to be exchanged with TTL or **HARIOM MEDIA** or published and/or communicated to/in any media that it may deem fit, and TTL or **HARIOM MEDIA** or their vendors may, at its sole discretion choose to publish or disclose the name(s), phone number(s), score(s) and/or photographs of all Subscribers, if required, and specifically, of winners.
31. Participation of subscribers is voluntary, and subject to acceptance of these Terms and conditions . Any failure on the part of the Subscriber to comply with directions issued by TTL or HARIOM MEDIA, or in the event of any ambiguity/uncertainty/unavailability as to the identity of the Subscriber, TTL in their own discretion will be entitled to cancel the prizes for the said Subscriber and the decision of TTL in this regard shall be final.
32. The subscribers shall indemnify the TTL and HARIOM MEDIA, their officers, directors and affiliates against any claims including third party claims, disputes, actions, liabilities and damages that may arise as a result of act or omissions of the subscribers, on account of (i) subscriber's breach of the T&C of this Contest, (ii) submission of incorrect personal information and /or (iii) subscriber's failure to comply with applicable laws.
33. Neither TTL nor HARIOM MEDIA will be responsible for any loss, damage, claimed/demanded by the subscribers due to any of the following reasons:-
  - a. Subscriber is unable to understand the terms and conditions of the Contest;
  - b. Subscriber is unable to understand the process of participation or is unable to participate in the Contest;
  - c. Subscriber is declared as a winner but is aged less than 18 years of age or is incompetent to enter into a contract;
  - d. Any other reason, event, error or incidence not within the control of TTL and HARIOM MEDIA.
  - e. Network failure, network congestion, network unavailability or any such other technical issues.
34. TTL will not be liable for any loss, claim, damage, expenses whether expressed, implied, real, consequential incurred by the Subscribers due to participation in the Contest.
35. The Contest cannot be clubbed with any other contest or offer.
36. TTL and/or HARIOM MEDIA shall not be liable for any failure to comply with its obligations contained herein, caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riots, civil commotion, terrorist attack, inevitable accidents, acts of god or any other circumstances amounting to Force Majeure.
37. TTL shall not be responsible for any loss or damage if it has to discontinue or cancel this Contest in compliance with any law, ruling, order, regulation, circular, notification, requirement or instruction of any Central/State Government or for any other unavoidable reason beyond its control.
38. The Subscriber hereby agrees and undertakes not to hold TTL and 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 the Subscriber may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Contest.
39. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly **DISCLAIMED** by TTL including, but not limited to, meeting of the Subscriber's requirements or aspirations, timeliness, security, the results or reliability of any Contest, 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 Contest or any transactions effected through the Contest; (b) The Subscriber expressly agrees that his/ her participation in the Contest offered by TTL is at the Subscriber's 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 Contest shall be construed to mean the giving of any warranty of any kind by TTL.

40. The participation in this Contest implies unconditional acceptance of all the terms and conditions of the Contest by the subscribers.
41. TTL reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the T&C and prizes at its sole discretion and at anytime during its validity and the same shall be binding on the subscriber/participant. Subscriber is therefore advised to check this website regularly for any update(s) or amendment(s) made to these T&C. The decision of TTL as to the interpretation of any of these terms and conditions shall be final and binding on the Subscribers of this Contest.
42. If any provision of these terms and conditions is found to be invalid by any Court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these T&C, which shall remain in full force and effect.
43. TTL and HARIOM MEDIA, 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 of the prizes offered in this Contest.
44. Any disputes with regard to the Contest, will be subject to the exclusive jurisdiction of the courts in Mumbai.