

## **TERMS & CONDITIONS FOR VODAFONE SUPERFAN / FAN ARMY**

OFFER BY VODAFONE INDIA LIMITED AND VODAFONE MOBILE SERVICES LIMITED, (HEREINAFTER COLLECTIVELY REFERRED TO AS “**VODAFONE INDIA**”). THE OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY STAR INDIA PRIVATE LIMITED (“SIPL” or “STAR”), A COMPANY INCORPORATED UNDER THE COMPANIES ACT, AND HAVING ITS REGISTERED OFFICE AT Star India Pvt. Ltd., Star House, Urmi Estate, 95, Ganpat Rao Kadam Marg, Lower Parel West, Mumbai – 400013 (HEREINAFTER REFERRED TO AS “**ORGANISER**”).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO THE SUBSCRIBER/s OF VODAFONE INDIA WHO IS EITHER A POST PAID OR PREPAID SUBSCRIBER INTENDING TO PARTICIPATE IN THE **VODAFONE SUPERFAN / FAN ARMY** DURING THE VODAFONE PREMIER BADMINTON LEAGUE, 2017 (hereinafter “**Offer**”) FROM ACROSS INDIA DURING THE PERIOD 31<sup>st</sup> December, 2016 – 13<sup>th</sup> January, 2017, BOTH DAYS INCLUSIVE, (hereinafter referred to as “**Offer Period**”) AND SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS OF THE OFFER.

For the purpose of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person, who being an Eligible Subscriber has participated in the Offer.

1. By availing the Offer, the eligible Prepaid Subscriber or Postpaid Subscriber during the Offer Period (“Eligible Subscriber”) hereby acknowledges that they have read, understood, accepted and agreed to be bound by the full set of Terms & Conditions set forth. If you do not agree to these Terms & Conditions, then you have no right to access or use the Offer and you should not access or use it.
2. You as an Eligible Subscriber of this Offer would ensure that there wouldn’t be any misuse of this Offer. For availing this Offer, You agree to follow the modes as stated in point 7 below and abide by the norms as are mentioned on the official interface and as further stated herein. You may use this Offer only as permitted by law and during your use of the Offer you are prohibited from any UNLAWFUL, HARASSING, LIBELOUS, OFFENSIVE OR VULGAR behaviour. You are not allowed to insult or harm any person or organization, religion or community through this Offer.
3. An Eligible Subscriber shall be: (i) the rightful user of the mobile connection who is either on prepaid or postpaid subscription, in whose name the mobile phone number (MSISDN) is registered with VODAFONE INDIA. In the event the user number / connection is registered in the name of a company/ firm, the Eligible Subscriber shall mean a person having valid Subscription of Vodafone India mobile telephony services as per Law. Employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for availing this Offer and accept the terms applicable herein; and (ii) not have any outstanding dues payable to VODAFONE INDIA on account of the mobile connection; and (iii) within the age group 18 to 45 years as on April 1, 2016. (iv)Subscribers from Vodafone India’s Chennai, Jammu &

Kashmir and Tamil Nadu Telecom Service Areas will not be allowed to participate in the contest.

4. This Offer is only available to Eligible Subscribers on Vodafone India network and who are residents and citizens of India. If, in any State and/or territory or part thereof, the running of this Offer is prohibited as per local rules or laws, the Eligible Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Offer. No further notice shall be given by the VODAFONE INDIA, in this regard.
5. **Commencement Date of Offer:** Offer commences on 31<sup>st</sup> December, 2016 at 00:00hrs. on SMS, Facebook and Twitter Contest for all Eligible Subscribers.
6. **Availability of Offer:** Offer will end on 13<sup>th</sup> January, 2017 (“End Date”) till 11.59pm unless extended by VODAFONE INDIA and communicated explicitly.
7. Details of the Offer for Eligible Subscribers. The Eligible Subscriber may take part in the Offer by participating through any of the three modes:
  - a. Eligible Subscriber can SMS <SUPERFAN > <Name> <CITY> to 199 (toll free) from their respective Vodafone India number; or
  - b. Eligible Subscriber can participate from their Facebook or Twitter accounts by posting/tweeting <SUPERFAN > <Name> <City> <#BeSuper>
8. **Offer Description:** During this Offer, there will be 18 Ties (“Ties” as defined by the organizers of PBL) that would be played across 6 venues and based on the results of the Eligible Subscribers, one subscriber each day shall be selected as the VODAFONE SUPERFAN. Unless otherwise stated herein, the winner selection as VODAFONE SUPERFAN will be by way of a random computer-generated draw subject to answering a question correctly to the agency on a call and decision of the Agency & Auditors, appointed by the Organizer in this regard, and / or of the Organizer shall be final and binding on the Subscribers participating in the Competition. No dispute, of whatsoever nature, in this respect shall be entertained by the VODAFONE INDIA.
  - I. A selected VODAFONE SUPERFAN of the day shall be offered the following:-
    - a) A congratulatory letter/email from VODAFONE INDIA will be sent on the said winner’s email id after receipt of the email id confirmation; and
    - b) VODAFONE INDIA will provide transportation to and from the winner’s residence, in the city where the respective match is being played.
    - c) VODAFONE INDIA will provide 2 (two) PBL match tickets to attend the designated PBL match (“Event”) along with a companion and receive an autographed racquet from one of the PBL players at presentation ceremony that may or may not appear live on TV. VODAFONE SUPERFAN may also have a photo opportunity with one of the PBL players.
    - d) VODAFONE INDIA at its sole discretion may also be gifting a kit to the VODAFONE SUPERFAN containing the tee shirt that the winner is supposed to wear throughout the match, before he/she comes to the location of match.

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9. **Selection of Winners:** Unless otherwise stated herein, the winner selection as VODAFONE SUPERFAN will be by way of a random computer-generated draw subject to answering a question correctly to the agency on a call. Decision of the Agency & Auditors, appointed by VODAFONE INDIA in this regard, shall be final and binding on the Subscribers and participants of the Competition. No dispute, of whatsoever nature, in this respect shall be entertained by the VODAFONE INDIA.

The decision of selecting the winners would be done by an independent auditor. It is understood and agreed that the decision of the independent auditor shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA in this regards. The winners would receive a congratulatory call from Vodafone's outbound calling agent which may be recorded, informing about their selection as winner and prizes under Offer. In the said call the selected winners would be informed about the details of the match, venue, date for which the winning Eligible Subscriber has been selected, since their personal presence shall be required either as a VODAFONE SUPERFAN. Further, the selected winners would be asked the size of their tee shirt as they would be required to wear throughout the said match. Also the winners email id and identity proof would be taken on the said call. The winners would need to send a scanned photo on the email id that would be given during the call and the same would be suitably inserted on the Vodafone website or twitter or any other media as VODAFONE INDIA may deem appropriate, at its discretion.

By availing this Offer, 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 under the current Offer and upcoming offers from Vodafone India, as it may in its sole and absolute discretion decide.

**Abiding rules:** VODAFONE SUPERFAN winners agree to abide by all rules and regulation of Vodafone Premier Badminton League, 2017 for watching the match including entry and exit from the stadium and as shall not use their selection in any kind of promotion with PBL's name, logo etc. showing connection therewith.

10. **Modification:** VODAFONE INDIA reserves the right, at their sole discretion, to modify, discontinue or terminate the Offer or to modify these Terms and Conditions, at any time and without prior notice. If VODAFONE INDIA modifies these Terms and Conditions, VODAFONE INDIA will post the modified terms and conditions on <http://www.vodafone.in/discover/music-videos-and-more/competitions-mumbai> (the "Site"). It has been agreed herein that if you avail the Offer before or after modification you are indicating that you agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to you, your only recourse is to either not avail the offer or cease using the Offer. VODAFONE INDIA shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Offer.
11. **Announcement of Winners:** The winners receiving the congratulatory call pronouncing them as winner of either the VODAFONE SUPERFAN will be required to confirm their acceptance of the Rewards & Benefits immediately on receiving information about the same to the Vodafone's or Vodafone appointed agency's Outbound Calling agent. Once a participant has been selected as a SUPERFAN, he/she will not be eligible to avail the offer subsequently.

12. VODAFONE INDIA reserves the right to replace the winner of VODAFONE SUPERFAN in case of non-receipt of the said confirmation on the spot or any response from the said winners. Further if a VODAFONE SUPERFAN post confirmation does not turn up at the match venue, then VODAFONE INDIA reserve the right to replace the VODAFONE SUPERFAN with some other Eligible Subscriber at VODAFONE INDIA's sole discretion. The Eligible Subscribers understands and agrees that their Vodafone mobile number shall be available all the times during the Offer Period and in case the Eligible Subscriber(SUPERFAN)winner is non-contactable for any reason whatsoever, he/she shall be solely responsible and VODAFONE INDIA shall not be anyway liable for the same.

You further acknowledge and agree that the name and image of the selected Vodafone SUPERFANs and will be published on the website [www.vodafone.in](http://www.vodafone.in) or on VODAFONE INDIA'S digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by VODAFONE INDIA. The VODAFONE SUPERFAN selected shall be individually contacted on the respective Vodafone Number as per VODAFONE INDIA's record (the number from which the SMS has been sent OR shared on Twitter OR entered on the website.. This Offer is available to Eligible Subscribers who have a valid Vodafone India mobile connection during the Offer Period. To the extent you choose to avail this Offer you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. VODAFONE INDIA reserve the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event shall VODAFONE INDIA be liable for the removal of or disabling of access to the Offer. VODAFONE INDIA may also impose limits on the use of or access to the Offer, in any case and without notice or liability.

You hereby authorize Vodafone India to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail the Offer. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

13. **Offer Suspension:** VODAFONE INDIA reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify these Terms & Conditions of the Offer or any part thereof at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes and/or any changes in Vodafone Premier Badminton League, 2017 and/or any change in entitlements to Vodafone India from the organiser of Premier Badminton League and the same shall be binding on the Prepaid and/or Post Paid Eligible Subscribers availing this Offer.

14. **Disclaimer and No Warranty:** Your access to and use of the Offer is at your own risk. THE OFFER IS PROVIDED ON "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VODAFONE INDIA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF

COURSE OF DEALING OR USAGE OF TRADE. Specifically, VODAFONE INDIA: (i) will have no responsibility for any harm to any devices, including but not limited to your wireless device, or other loss of data, or other harm that results from your access to or use of the Offer; or (ii) makes no warranty that the Offer will meet your requirements or be available on an uninterrupted, secure, or error-free basis, or that data transmitted will be secure from unauthorized access; or (iii) any delivery, failures relating to the sending or receiving SMS; or (iv) any SPAM generated messages as result of Eligible Subscriber accessing the Website; or (v) Organizer/s not receiving or rejecting an SMS; or (vi) 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; or (vii) other conditions/situations or failures beyond its control. You agree to use the Offer only where permitted by law.

15. **Limitation of Liability:** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE OFFER REMAINS WITH YOU. NEITHER VODAFONE INDIA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT ("PROVIDERS") WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR USE OF OR INABILITY TO USE THE OFFER, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VODAFONE INDIA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VODAFONE INDIA NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VODAFONE INDIA NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE OFFER. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE OFFER, OR WITH ANY OF THESE TERMS, OR FEEL VODAFONE INDIA HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE OFFER.

IN NO EVENT WILL VODAFONE INDIA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE OFFER EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VODAFONE INDIA FOR USE OF SUCH OFFER IN THE TWELVE (12) MONTH TIME PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE ALLEGED CLAIM OR ONE THOUSAND RUPEES (RS 1000). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN

BETWEEN VODAFONE INDIA AND YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT VODAFONE INDIA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

16. **Disqualifications:** Any of the winners of VODAFONE SUPERFAN can be considered as disqualified for the Rewards & Benefits, in case he/she fails to clear all outstanding dues payable to Vodafone India and /or is not a valid/active Vodafone Subscriber during the Offer Period.

The Rewards /Benefits will be given only to the VODAFONE SUPERFAN in whose name the Vodafone mobile phone number is registered and it is the VODAFONE SUPERFAN winner's responsibility to produce such document and/or credentials to prove his/her identity and/or credentials at his/her own cost and the same is subject to cross verification by VODAFONE INDIA with their documentation received at the time of providing the connection.

The VODAFONE SUPERFAN winner of the Offer shall be given the Rewards & Benefits mentioned hereinabove. The Reward / Benefit is non-transferable, non-negotiable and non-assignable in the name of any other person and it shall be subject to income tax, gift tax or any other statutory levies / tax (including withholding taxes) as may be applicable and the VODAFONE SUPERFANs of the respective Rewards & Benefits shall be responsible and liable to pay such taxes, if any.

The Rewards & Benefits will stand withdrawn in case it is found that there are any prohibitory orders, judicial or otherwise and/or there are any criminal or other proceedings against subscriber prohibiting them from any travel.

17. **Publicity:** The winners of VODAFONE SUPERFANs hereby irrevocably authorize VODAFONE INDIA, that the data gathered during and/or after the Offer in respect of the Eligible Subscribers (including Subscriber name and Photograph etc.) shall be the property of VODAFONE INDIA and further VODAFONE INDIA shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Vodafone's brand.
18. You agree and understand that the Offer is only for the enjoyment of the Eligible Subscriber and you shall not try or intend to misuse this Offer stated herein. Thereby, you shall not unduly commercialize or resell any of the content made available under this Offer to any third party.
19. The Offer will be conducted under the audit supervision of an independent audit firm.
20. **Indemnity:** The VODAFONE SUPERFANs winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the entire trip including their stay in the match city and the VODAFONE SUPERFANs winners hereby indemnify and shall keep indemnified, VODAFONE INDIA, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability

etc. arising due to or in connection thereto or out of the aforesaid misbehaviour, misconduct, unlawful acts, actions/inactions etc. of the VODAFONE SUPERFANs winners.

VODAFONE INDIA shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the VODAFONE SUPERFANs winners while availing the benefits of the Rewards & Benefits. Further, VODAFONE INDIA shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the Rewards & Benefits/s.

You agree to indemnify VODAFONE INDIA, its directors, officers, employees, agents and/or its affiliates against all actual claims, liabilities, expenses, costs, loss or damage of whatsoever nature, arising out of or in connection with the breach of these terms and those terms agreed by the Eligible Subscriber including but not limited to those stated in the Customer Application Form ('CAF') / Customer Information Form ('CIF'). In case there are any points or clauses stated herein that contradicts those specifically agreed in the CAF / CIF, then the terms stated in the CAF / CIF shall prevail.

21. **Restrictions:** Employees / Associates / Agents / (including their family members / relatives) of VODAFONE INDIA will not be qualified for participating in the Offer.
22. By participating in the Offer, You confirm to acknowledge and abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India that is made available through the Offer.
23. **Dispute Resolution:** These terms and conditions are governed in accordance with the laws of India. Any dispute / matter arising out of or in relation to the Offer shall be subject to the exclusive jurisdiction of competent court in which such dispute arises.

Name of Vodafone Entity	Respective Circles in which they operate	Circles for which entries from participants shall be considered for the Promotional Offer(Yes / No)
VMSL	Delhi	Yes
	Punjab	Yes
	Haryana	Yes
	Uttar Pradesh East	Yes
	Uttar Pradesh West	Yes
	Himachal Pradesh	Yes
	Jammu Kashmir	NO
	Kolkata	Yes
	West Bengal	Yes
	Bihar	Yes
	Orissa	Yes
	NE	Yes
	MP	Yes
Assam	Yes	

	Rajasthan	Yes
	Gujarat	Yes
	Maharashtra & Goa	Yes
	Andra Pradesh	Yes
	Karnataka	Yes
	Kerala	Yes
	Chennai	No
	Tamil Nadu	No
VIL	Mumbai	Yes