

## **TERMS AND CONDITIONS – CALLERTUNE BONANZA COMPETITION**

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**CALLERTUNE BONANZA COMPETITION**”. BY PROCEEDING WITH PLAYING THE CALLERTUNE BONANZA **COMPETITION**, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE **CALLERTUNE BONANZA COMPETITION**.

### **Terms and Conditions**

1. “**Callertune Bonanza Competition**” (hereinafter referred to as the “**Competition**”) is conceptualized, organized and hosted by One97 Communications Ltd., a company incorporated under the Companies Act, 2013 and having its registered office at First Floor, Devika Tower, Nehru Place, New Delhi-110 019 and its principal place of business at B-121, Sector-5, Noida-201 301, India (referred to as “**One97**”) and is open for participation for active<sup>1</sup> pre-paid and post-paid category of Subscribers<sup>2</sup> (hereinafter referred to as “**Subscriber(s)**”) of Vodafone India Limited-VIL & Vodafone Mobile Services Limited- VMSL (hereinafter individually or collectively referred to as “**Vodafone India**”) during the period from **11th January 2017, 00:00:01 hrs to 10th Apr 2017, 23:59:59 hrs** ,both days inclusive (hereinafter referred to as the “**Competition Period**”). One97 reserves the right to extend or shorten the Competition Period, as it deems fit.
2. The Competition is open for all active Subscribers who satisfy the eligibility criteria mentioned in Clause 4 below and who belong to the following Vodafone India telecom Service Areas (“**Circle(s)**”) as mentioned in table below.
3. Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by One97 or Vodafone India, in this regard.

S. No.	Circle	Region/Zone
1	DELHI	North
2	HARYANA	North
3	UTTAR PRADESH EAST	North
4	UTTAR PRADESH WEST	North
5	PUNJAB, HIMACHAL PRADESH & JAMMU & KASHMIR	North
6	ORISSA	East

<sup>1</sup>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 competitions under this Competition or any other competitions offered by One97 to active Subscribers of Vodafone India.

<sup>2</sup>Subscriber shall mean the rightful user of the Vodafone India connection, pre-paid or post-paid, in whose name the mobile phone connection number (MSISDN) is registered with the operator. In the event the number / connection is registered in the name of a company/ firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Competition, receive the prizes and accept the terms applicable for the Competition. This restriction is not applicable for recharges.

7	WEST BENGAL	East
8	ASSAM & NORTH EAST	East
9	BIHAR	East
10	KOLKATA	East
11	RAJASTHAN	West
12	MADHYA PRADESH	West
13	MUMBAI	West
14	MAHARASTRA	West
15	GUJARAT	West
16	CHENNAI & TAMIL NADU	South
17	KARNATAKA	South
18	KERALA	South
19	ANDHRA PRADESH	South

#### 4. Eligibility

This Competition is open for participation for all Subscribers who fulfil the following criteria at the time of participation and during the Competition Period:

- He/she must be of or above 18 years of age;
- He/she must be a citizen of India;
- He/she must belong to any one of the Circles mentioned herein;
- He/she must be an active Subscriber;
- He/she must not have been the subject of any criminal proceeding;
- He/she must not be of an unsound mind; and
- He/she must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.

This Competition is open to all Vodafone India active Subscribers. Any active Subscriber playing this Competition shall be referred to as a “**Participant**” throughout these Terms and Conditions. Once a Vodafone subscriber subscribes to RBT or an existing RBT subscriber sets a new song as their RBT, during the Competition period, then they become eligible to participate in the Vodafone Callertune Bonanza.

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

Also, by participating in this Competition, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and One97 and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk;
- 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; and

- Warrant that prior to playing this Competition, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein

The Competition will be available in the below mentioned languages:

English, Hindi, Gujarati, Marathi, Punjabi, Bengali, Malayalam, Telugu, Kannada and Tamil on IVR (“**Interactive Voice Response**”) and SMS (Short Message Service), and in English and Hinglish on USSD (Unstructured Supplementary Service Data).

A Participant, by participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the winners under this Competition as set out herein, and any appropriate changes that may be made to this Competition by One97 or Vodafone India including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of One97, its affiliates and associates or for any reason whatsoever. Participants who are roaming outside their home Circle will be barred from playing the Competition.

- Further, the Participants who participate in the Competition and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number (“**Winner(s)**”). Further if an employee has been authorised to use mobile number registered in the name of his / her employer company/ firm, then he / she has to submit authorization letter of employer for confirmation and if the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile connection, then One97 reserves the right either to award the prize to the next eligible Winners or to forfeit the prize, at its sole discretion.
5. These Terms and Conditions are available on the Website <http://one97.com/contest/SJ>. The Terms and Conditions can be amended or varied from time to time or withdrawn without prior notice to You and therefore, please visit the Website to keep Yourself updated and informed.

## 6. Details of Callertune Bonanza Competition and Charges

- a. Competition will be available on 5040455 (Toll-free) for subscribers of Vodafone.
- b. Once a Vodafone subscriber subscribes to RBT or an existing RBT subscriber sets a new song as their RBT, during the Competition period, then they become eligible to participate in the Vodafone Callertune Bonanza.
  - i. Based on the charged amount, if the participant becomes an RBT subscriber and if the participant is charged for activation on RBT service, then only participant will be given welcome message, if participant gets activated on RBT service and the charged amount is zero then this participant will not be given welcome message and this participant will not be eligible to play contest
- c. Subscribers will be allowed to answer the questions on the basis of the amount charged to him/her. For instance, a participant who gets charged @ Rs.3 will be eligible for 3 Questions, and a participant getting charged @ Rs.30 will be eligible for answering 30 questions
- d. Once the RBT subscriber completes any of the above mentioned transactions, next day the subscriber will receive an SMS regarding the Competition; informing them to dial 5040455 for playing the contest.
- e. For activation or song selection on RBT service, participant will get questions based on the total amount charged to the participant. For example if a participant activates on RBT

service and the charged amount for activation is Rs. 36 and for selection of song is Rs. 15; then the participant will get 36 questions for Activation and 15 questions for song selection, so the total number of questions will be 51. If Customer is activating CT (Caller Tune) for Rs. 7 rental and Rs. 7 song selection then he will be given total of 14 questions i.e. Rs. 7 for activation and Rs. 7 for song selection.

- f. There are a maximum of 250 questions available for participants to answer during this Offer.
- g. Eligible subscribers can play the Competition by dialling 5040455 and answering the questions on IVR by pressing the relevant key for the answers.
- h. Each question will have 2 answer options.
- i. For every right answer, the participant will get 10 points. There is no negative marking for a wrong answer and call-to-action.
- j. After every right/wrong answer, the participant will be given his/her score, followed by the next question and call-to-action.
- k. Question will be given to the subscriber on RANDOM basis.
- l. If the participant gives an invalid input then an SMS will be sent saying invalid answer, followed by how to answer.
- m. If the participant stops playing the Competition after answering the nth question, then when he/she dials the IVR again will continue with the n+1th Question.
- n. If the participant stops playing the Competition after answering the nth question, then he/she can continue playing by dialing 5040455, to receive the next question.**
- o. In case participant has already answered all the allotted questions, then, he/she will be informed that they have already answered all allotted questions and those they can answer more questions by downloading more songs by dialing.**
- p. If the participant has completed all the allotted questions as per his/her eligibility and dials the IVR again, he/she will be listening to a prompt informing him/her that he/she has already completed the Competition and that he/she can answer more questions by downloading more songs.
- q. The subscriber is played the questions one after the other till he/she finishes answering all the allotted questions.
- r. In case an MSISDN does consecutive RBT transactions, then the total allotted questions for that MSISDN will be cumulated. Participant can answer all such allotted questions one after the other till he/she answers all allotted questions.
- s. Engagement Logic needs to be applied for this contest.
- t. This Contest will be applicable to the subscribers who are subscribed to more than Rs 0 pack.

**7. Selection of successful Winners – The selection process of the successful Winners for all the prizes in this Competition will be in the following order:**

Category	Prize	Gratification Detail	Total prizes	Criteria
National	Bumper Prize	Maruti Suzuki Brezza	1	One Subscriber fulfilling the Winner selection criteria would be selected for the Bumper Prize from PAN INDIA for the entire Competition

				Period
Zonal	First Zonal Prize	Hero HF Deluxe	4 (1 per Zone)	Top Four Subscribers fulfilling the Winner selection criteria would be selected for the Zonal Prize from each Zone for the entire Competition Period
Zonal	Second Zonal Prize	Samsung 32 Inches Full HD LED TV	4 (1 per Zone)	Top Four Subscribers fulfilling the Winner selection criteria would be selected for the Zonal Prize from each Zone for the entire Competition Period
Circle	First Circle Prize	Samsung Duos	19 (1 per Circle)	One Subscriber fulfilling the Winner selection criteria would be selected for the First Circle Prize from each circle for the entire Competition Period
Circle	Second Circle Prize	Recharges of Rs.500 each	95(5 per Circle)	Top five Subscribers fulfilling the Winner selection criteria would be selected for the Second Circle Prize from each circle for the entire Competition Period

\*\* In case of increase in the value of prize prior to the distribution thereof, the incremental difference shall be borne by the Winner.

- Without prejudice to the foregoing, the Participants shall not hold One97, the Independent Auditor (defined below) or Vodafone India liable for the Winner selection process under this Competition.
- Prize/rewards contained herein are applicable only for the Participants scoring points by playing the Competition.

#### 8. Winner Selection Criteria

- The selection of the Winner of the Competition, shall take place after completion of the Competition and prize/rewards shall be distributed thereafter. Winner selection will be done based on the following criteria:
  1. Highest Score
  2. Minimum attempts
  3. First to score
  4. In case there is tie between the Participants, then a tie breaker round will be conducted for the Participants who have tied. Those Participants will be asked to answer a set of 5 tie breaker

questions on IVR, the Participant who answers the maximum questions correctly in the given time or in case both the Participants answer equal number of questions the Participant who answers the maximum questions correctly in the least time, will be selected as the Winner.

- All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent Auditor appointed by One97 and decision of Independent Auditor shall be final and binding on the Subscribers.
- Post selection of Winners the results will be uploaded on <http://one97.com/contest/SJ>. One97 shall also make 5 consecutive attempts to contact Winners over call to inform about the prize and further process of claiming the prize. The Winner will have to claim prize and submit the documents (required documents mentioned below) within 30 days when One97 uploads the results on website. It is the responsibility of Participants to check the result link provided on daily basis post completion of Competition to know the Winners. And further it is the responsibility of Winners to claim their prize. The details required for claiming the prize shall be mentioned along with Competition Winner list.
- Post completing documentation process Winner will be informed (through telecalling) regarding the modalities of the prize and distribution thereof. Delivery of prize will be subject to the Winners giving the correct address and his/her availability there. In the event the prize cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of One97, the Winners shall collect them from the nearest place specified by One97 at their own cost. One97 or Vodafone India will not be responsible for any cost of travel, accommodation etc. so incurred by participants for collecting prizes.
- Note: If there is any delay in the verification of Bumper / Zonal / Circle/Surprise day winner due to certain reasons such as verification documents pending, TDS pending, etc. then this will delay the declaration of final winner list. For avoidance of any doubts, the final winner list shall be published only after successful verification of documents submitted by the winners.
- The prize will be rolled over to next eligible Participant or forfeited, at the sole discretion of One97 and Winner agrees to surrender the prize if:
  1. The Winner does not claim the prize or fail to submit all necessary documents within 30 days;  
or
  2. The Winner does not submit TDS (if applicable) amount within 20 days of receipt of information from One97.

In all cases or any issues related to winner's liability on TDS amount, decision of One97 will be final.

9. A Winner, who is found to have made any false claim (including but not limited to any claim related to his / her eligibility to participate in the Competition) while playing this Competition, does hereby agree to:
  - (a) Allow One97 to recover the Prizes; and
  - (b) Completely indemnify One97, including any cost thereof, if any claim made by the Winner is found false or incorrect.
10. All prizes will be given after deducting various taxes, license fees and charges as applicable.
11. The list of Winners of all prizes will be announced after the end of the Competition and after all the Winner selection processes are completed.

12. All prizes offered in this Competition will be sponsored and distributed by One97.
13. All decisions of One97 in respect of all transactions under this Competition, including, without limitation, the selection of Winners as certified by the Independent Auditor and other related transactions shall be final and binding and no correspondence or communication shall be entertained in this regard. Vodafone India has no role in the selection of Winners or prizes in this Competition.
14. Any failure on part of the Winner, under this Competition, to comply with the directions issued by One97 shall entitle One97, at its discretion, to cancel and forfeit the prize for the said Winner and the same prize will be given to the next eligible Winner, which shall in the case of Bumper Prize Winners be limited to 3 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s). All costs and expenses for collecting the prize, unless otherwise specified, shall be borne solely by the Winners under this Competition and the prize shall not be transferable and no request shall be entertained by One97 for such transfer under any circumstances.
15. To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement.
16. Participants may contact One97 for any queries/complaints by sending an email to [games@one97.net](mailto:games@one97.net) which will be answered between 9:30 am to 6:30 pm on working days, between Monday to Friday. All disputes must be addressed by the Participants in writing to One97 directly and Vodafone India shall not entertain any communication in this regard. Further, any information that the Participant may request in connection with the Offer, may be provided by One97 to the Participant, at the sole and absolute discretion of One97, depending on the nature of the information requested, and any such information may be provided only during a period of 60 days from the end of the Offer. No such request shall be entertained thereafter. One97 further clarifies that any information requested by any Participant shall only concern that Participant and under no circumstances will One97 provide confidential information or information pertaining to other Participant(s).
17. Upon participating in the Competition, the Subscribers confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Competition and engagement calls / SMS, promoting the new competition. Subscribers interest to receive promotional messages for the Competition will be valid for all upcoming competitions organised by One97. The participant will be informed about the next competition to be launched after the end of a Competition. They can at any given point of time unsubscribe from receiving promotional messages and updates only after they have withdrawn themselves from the Competition or the Competition has expired..
18. One97, Vodafone India or their respective affiliates shall be entitled to use, in any manner, the details of the Participants including the information i.e. name, photograph, Vodafone India mobile number, address, etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Competition, all Participants hereby agree to the same. One97 may, at its discretion, choose not to disclose the identity of the Participant to other Participants, unless otherwise mentioned herein.

19. By participating in the Competition, Participants consent to the following information relating to them to be exchanged between Vodafone India, One97 and their concerned vendors and/or published or otherwise communicated to in any media that One97 may deem fit, for the purpose of Winner announcement: name, mobile phone number, score and/or photograph. The Participants also consent to the information being shared by One97 with its affiliates and service providers and to the information being processed and stored in the servers of One97 or its service providers, inside or outside India..
20. Prize(s) under this Competition shall not be transferable. No Cash alternative for the prizes will be given by One97. Mere participation in the Competition shall not entitle a Participant to a prize. No other person or agent can claim the prize on behalf of the Winner, unless expressly specified herein. *Further, only registered Vodafone India Subscribers of the winning mobile phone number can be Winners and not merely the players using such mobile numbers.*
21. All prizes offered in this Competition are subject to availability. One97 reserves the right to provide alternate models or brands or colour of the same value or of any lesser value nearest to the said value, for any of the prize/s under different categories mentioned in the T&C. Model or brand or colour for alternate prize will be decided by One97 at its sole discretion, any choice of winner in respect to Model or brand or colour will not be consider in any case. Also, no request for upgrading any prize offered shall be entertained by One97 or Vodafone India.
22. This Competition might contain factual references to the names of certain companies, products and individuals. One97 and Vodafone India make no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
23. A Participant shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or does not provide any of the required documents as stipulated in clause 24 herein.
24. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by One97. The documents required to be submitted along with the claim by the Winners include the following (*the document list is only inclusive and not exhaustive and can change as per the requirements of law*):
- i. Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc)
  - ii. Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc)
  - iii. One passport size photo
  - iv. Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner)
  - v. Post paid bill (for post paid user) (additional document)
  - vi. DD equal to TDS amount in advance in favor of One97 Communications Ltd. (30% of prize amount if exceeding Rs 10,000 as per applicable Income tax rules)
  - vii. Submission of acknowledgement letter (as per the format that shall be provided by One97) on receipt of the Prize(s)
  - viii. PAN card copy self attached
- Letter of compliance with rules and regulations and declarations in the format as may be required by One97 or applicable laws.



- Every Winner has to provide his/her photograph and detailed interview while receiving prize which may be used for purpose of advertisement, promotion and/or any other purpose as One97 deems fit.
25. In the event, it is found or comes to the knowledge of One97 that participant and/or winner submitted inaccurate/misleading details/or information as requested by One97 as per point no. 26 above or in future course of action, One97 reserve the right to forfeit the prize handed over to the Winner(s) and/or to be handed over to Winner(s) and take the required legal action against them.
  26. Neither Vodafone India nor One97 is responsible nor guarantees or warranties the quality or functionality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of such goods or services so awarded to the Participants under this Competition. Participants further understand that the goods provided as prize may carry manufacturer's guarantee and in case of any deficiency in the goods, participant will contact the manufacturer only..
  27. The Participants shall not have the right to claim any damages, loss or costs from One97 and / or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever.
  28. One97 and/or Vodafone India are not liable for any loss or damage of any nature whatsoever, whether directly or indirectly, if incurred by the Participants in connection with the Competition.
  29. One97 will inform the TDS amount in advance to the Winner. Winner will have to submit the DD equivalent to TDS amount in favor of One97 Communications Limited. The Winner will receive a TDS certificate in respect of the amount of TDS as per arrangement in Income Tax Act 1961.
  30. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by One97 and Vodafone India including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of this Competition, or the delivery, quality, quantity, merchantability of the prizes, delay in sending or receiving an SMS, delay in time recorded for answering a question through voice mode including during the tie-breaker process due to technical snags including network problems or system error or otherwise, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition; (b) The Participant expressly agrees that his/her participation in the Competition offered by One97 is at the Participant '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 Competition shall be construed to mean the giving of any warranty of any kind by One97 or Vodafone India.
  31. The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) and on production of all such documents/papers as may be required by One97 before accepting the delivery of the prize. Any failure on the part of the Winners to comply with directions issued by One97 for claiming the prize shall entitle One97 to forfeit the prize(s) or the prize shall be rolled over to the next eligible Participant, at the sole discretion of One97.
  32. All incidental costs, expenses, taxes or levies related to the Prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), Insurance, registration fees and any other taxes applicable by the Central, State or Municipal government. To avail and/or use the prize,

winner shall be solely liable for all applicable regulatory and statutory compliances. The participant/s Subscriber/s who have won the Prize(s) (including those participants if any from towns/ villages) have to make their own arrangements for travel, accommodation to claim the Prizes. One97 is not responsible for the same or any cost of travel and accommodation incurred by any of them.

33. Any prize 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 prize/s shall be paid by the respective Winners at the prevailing rate, unless expressly specified otherwise. Further, all the Winners must furnish a valid Indian PAN Card to claim the prize amount, or prize, irrespective of the value of the same, failing which the Winners' prize shall be forfeited, or the prize shall be rolled over to the next eligible Participant, at the sole discretion of One97.

\*\*\*A winner earning prize in excess of INR 10,000/- in a year in aggregate from all competitions/contests/offers conducted by One97 Communications Ltd. irrespective of any specific operator will be subject to TDS under the Income Tax Act, 1961.

34. The prizes shall be handed over by One97 on receipt of all the documents, from the Winners, required to process the distribution of the prize and satisfactory verification thereof by One97.
35. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
36. This Competition 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 Vodafone India and/or One97 ("**Force Majeure Event**"). Neither One97 nor Vodafone India shall be liable for any delay or adverse effect caused to any Competition(s) there under as a result of a Force Majeure Event. One97 shall intimate the suspension of this Competition caused as a result of such Force Majeure Event to the Participants.
41. This Competition is subject to guidelines and directions issued by the Department of Telecommunications ("**DoT**"), Telecom Regulatory Authority of India ("**TRAI**") or any other statutory authority from time to time.
42. Questions and their answers, designed and sourced by One97, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. *The answers are based on largely known facts and any exceptions are not considered.* In case there is any discrepancy or dispute regarding the questions or answers, neither One97 nor Vodafone India nor any third party involved shall have any liability towards any Winner.
43. Vodafone India and One97 shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, mobile connectivity, delay in sending or receiving an SMS, delay in time recorded for answering a question through voice mode during the tie-breaker process, any action that has been initiated, actioned or completed through the Participants mobile phone failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, One97 and/or Vodafone India shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone India or One97.

44. Failure by One97 to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of One97 shall at all times be binding and final.
45. One97, Vodafone India or any of their group entities or affiliates, or 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 Participant and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
46. Vodafone India and/or One97 reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer/Competition or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion at any time as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Participants 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 the subscription to the Competition and any other services. Your continued subscription to Competition there under will constitute your acceptance of the latest revised Terms and Conditions.
47. The employees of One97 and of their group companies, affiliate or associate companies and their relatives/ dependents shall not be eligible to participate in this challenge. If found otherwise, then One97 reserves the right to forfeit the prize.
48. If an employee of One97 or Vodafone India leaves the organization when the Competition is launched or leave during Competition running period or before winner list is announced, the participants will not be eligible to participate in the challenge.
49. Vodafone India and One97 may assign any or all of their respective rights under these Terms and Conditions to their affiliates or any third person without consent of the Participants.
50. One97 and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by One97 or Vodafone India to enforce any of its rights at any stage does not constitute a waiver of those rights and shall not give rise to any claim by any person.
51. Any attempt by a Participant to deliberately undermine the legitimate operation of the Competition is a violation of the applicable laws and should such an attempt be made, One97 and/or Vodafone India reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
52. One97 and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant.
53. One97's and Vodafone India's officials including their respective directors, officers, partners, employees, representatives, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Competition.

- 54.** You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content or Website and all material or content related to the Competition shall remain, at all times, owned by Vodafone India, One97 and 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.
- 55.** The Subscribers shall indemnify and keep indemnified Vodafone India and One97 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 One97 or Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers under the Terms and Conditions, any failure by the Subscriber participating in this Competition to comply with applicable law, infringement of intellectual property rights of One97 and/or Vodafone India and any third party claim in respect of misuse of any information of a third party. Vodafone India and One97 shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscriber. One97, Vodafone India 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 Winner or any third party, in connection with the Competition.
- 56.** Nothing in the Competition shall affect any intellectual property rights of Vodafone India or One97 or any of their affiliates in any product or service made available on the Website.
- 57.** Apart from the entitlement to the above prizes, the Winners or their legal heirs, successors and representative will have no other rights or claims against Vodafone India and /or One97, unless expressly specified herein.
- 58.** The Participants hereby irrevocably authorize Vodafone India, One 97 and their subsidiaries to use the data gathered during and/or after the Competition in respect of the Participant (including name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without One 97's/ Vodafone India's brand.
- 59.** The Winners' names will be announced as registered in the system of Vodafone India.
- 60.** This Competition is being made purely on a "best endeavor" basis and participation of Participants is voluntary, and subject to acceptance of these Terms and Conditions.
- 61.** The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an active Subscriber of Vodafone India on the date of announcement of the prize and as on the date of claiming the prize.
- 62.** Rule Violation: Based on all the above mentioned rules in the Terms and Conditions if any rule is violated due to any technical reason then no extra benefit will be granted to the Participant.
- 63.** These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone and One97 mutually, whose decision shall be final and binding on the parties. The place of Arbitration shall be at New Delhi. The Language of Arbitration shall be English.

- 64.** Points obtained in this Competition will be valid for this Competition only & will not be carry forwarded for new competition.
- 65.** In event of the death of the winner, the prize if any may be awarded by One97 to the legal heirs/successors of the deceased winner at sole discretion of One97. One97 shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors as it deem fit.
- 66.** One97 reserve the right to forfeit the prizes under the following circumstances:
- a) If documents as mentioned in point no. 24 are not submitted within 30 days
  - b) If TDS (if applicable) not submitted within 20 days.
  - c) If documents provided are found to inaccurate/misleading.
  - d) If winner is unwilling to claim/accept the prize.
  - e) If the Winner is not reachable over phone after trying 5 times.
  - f) If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number. Any failure on the part of the Winner to comply with directions issued by One97 for claim of prize shall entitle One97 to forfeit the prize(s) or roll the prize over to the next eligible Winner, at their sole discretion.
- 67.** In case of MNP i.e. Participant is moving from one Circle to another Circle during the Competition Period while keeping his mobile number same, then he/she shall be considered as eligible for that prize(s) as under:
- National Bumper Prize – it will not be affected to due to the MNP
  - Zonal Prize - Circle where he/she was residing at the end date of Competition and gratify the Winner in the Circle where he/she was residing at the time of awarding the prize.
  - Circle Prize – Circle where he/she was residing at the end date of Competition and gratify the Winner in the Circle where he/she was residing at the time of awarding the prize.
  - Recharges - Circle where he/she was residing at the start of the day.
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