

**Part –A Contest Name – iPhone 7/ Moto G Play/Mi Band 2 band:**

1. By participating in this Contest, You agree to be legally bound by and abide by the below stated terms & conditions (T&C). You confirm and acknowledge that you have read, understood and agreed to conform to these Terms and Conditions. If you do not agree to these terms & conditions, please do not participate in this Contest. QUIZWIN reserves the right to amend, modify, change, add or terminate (collectively "Changes") these terms and conditions or discontinue this Contest without any further notice.
2. This contest is valid from **12<sup>th</sup> Jan, 2017 at 12:00 hrs till 19<sup>th</sup> Jan, 2017 at 11:59 hrs** (both days included), hereinafter referred to as "Contest Period" to win the following products (hereinafter "Prize") :-

S.No.	Prize
1	1 X iPhone 7
2	3 X Mi Band 2 band
3	2 X Moto G Play, 4th Gen

3. **The residents of the state of Tamil Nadu (as per Tamil Nadu Prize Scheme (Prohibition) Act 1979) and wherever else prohibited by Law, shall not be entitled to participate in this Offer.**
4. Buy the iPhone 7 contest for **Rs. 20** & answer a simple question correctly to become eligible for participation in the "QUIZWIN Contest" (hereinafter "QUIZWIN"). A Participant(s) is allowed to participate in the contest multiple times during an entire Contest Period. A user can purchase the contest as many number of times as deemed fit. More purchases will increase the probability of winning of a participant. Further, every contest shall have a separate question.
5. Buy the Moto G Play contest for **Rs. 10** & answer a simple question correctly to become eligible for participation in the "QUIZWIN Contest" (hereinafter "QUIZWIN"). A Participant(s) is allowed to participate in the contest multiple times during an entire Contest Period. A user can purchase the contest as many number of times as deemed fit. More purchases will increase the probability of winning of a participant. Further, every contest shall have a separate question.
6. Buy the Mi Band 2 contest for **Rs. 5** & answer a simple question correctly to become eligible for participation in the "QUIZWIN Contest" (hereinafter "QUIZWIN"). A Participant(s) is allowed to participate in the contest multiple times during an entire Contest Period. A user can purchase the contest as many number of times as deemed fit. More purchases will increase the probability of winning of a participant. Further, every contest shall have a separate question.
7. 1 Winner will be selected on random basis from the entire campaign period who will win following Prize:

<u>Contest</u>
Apple iPhone 7 32 GB

8. 3 winners will be selected on random basis from the entire campaign period who will win following Prize:

<u>Contest</u>
Mi Band 2 (one for each)

9. 2 winners will be selected on random basis from the entire campaign period who will win following Prize:

<u>Contest</u>
Moto G Play, 4th Gen(2GB RAM, 16GB internal memory) (one for each)

10. A Participant can win more than 1 above mentioned prizes.
11. This Contest cannot be combined with any other promotions or offers.
  12. The number of winners selected shall be "Tentative Winners" who shall be contacted by QUIZWIN and confirmed basis qualification criteria, verification & submission of required documents as per the clause mentioned below. The tentative winner declared by QUIZWIN understands that he/she is not a final winner and his/her winning is subject to verification & confirmation by QUIZWIN.
  13. QUIZWIN shall take atleast **Two (02)** working days, to announce the names of tentative winners post completion of Contest Period.
  14. Post selection of tentative winner, QUIZWIN shall also make three (3) attempts within 48 hrs to contact tentative winner on their registered Mobile Number/E-mail in the contest to inform about the gratification and further process of claiming the gratification.
  15. Eligibility for claiming the prize: To be eligible to claim the gratification/s under the Contest, the tentative winner must have a valid Paytm KYC verified account (as per RBI guidelines). If the Paytm account is not KYC verified, the tentative winner must submit documents for KYC and get his/her account KYC verified before claiming the prize for being listed as final winner.

16. **Qualification Criteria:-** All gratification must be claimed by the tentative winner(s) aged 18yrs & above, and qualified to contract as per Indian Contracts Act, 1872 along with the documents (as applicable) specified herein below, within the timelines after completion of Contest Period, which shall be upto 48 working hours from receipt of intimation from the Organizer. The documents required to be submitted along with the claim by the tentative winner(s) to become final winner(s) include the following:
- a) Mandatory - Any 1 document for Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months and such other document as is considered as valid Address proof in law).
  - b) Mandatory - Any 1 document for Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License and such other document as is considered a valid Photo Id proof in law).
  - c) Mandatory - PAN Card copy self attested
  - d) Mandatory - One passport size photo.
  - e) Letter of compliance on rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.
  - f) Such other document/s as may be required by Organizers basis requirements of applicable laws.

**\*The above document list is only inclusive and not exhaustive and can change as per the requirements of Organizers and applicable law. If the tentative winner fails to comply with the herein set requirements his right to win the prize shall be forfeited. Once the tentative winner's documents have been received and confirmed the result containing names of final winner(s) will be published on <http://quizwin.mobi/winners>**

17. QUIZWIN shall provide the promo code to the final winner(s) after compliance of **Clause 15 and 16** above. Promo code shall entitle the final winner(s) to place an online order of prize on Paytm Platform.

**18. Gratification:-**

QUIZWIN shall gratify the final winners through any of the following mode as per its sole discretion:-

- a) QUIZWIN shall provide the promo code to the final winner(s). Promo code shall entitle the final winner(s) to place an online order of prize on Paytm Platform
- b) QUIZWIN shall make available the prize item to the final winner. In such case, the winner shall have to make upfront payment equivalent to 30% value of the prize item before receipt of prize item where value of such prize item exceeds INR 9999/ - **(Rupees Nine Thousand Nine Hundred Ninety Nine)**.
- c) QUIZWIN shall provide **70%** value amount of winning prize in form of Cheque / DD / Paytm Cash in place of aforesaid prize. QUIZWIN shall deliver the prize to winners vide its arrangement with third party courier agency.
- d) QUIZWIN shall not be responsible for any delay on part of a third party including the courier agency, in delivering the gratification (if applicable). All costs and expenses for collecting the gratification unless otherwise specified shall be borne solely by the winner(s) under this Campaign and the gratification shall not be transferable and no request shall be entertained by QUIZWIN for such transfer.

19. Any gratifications to a person/participant of value in excess of **INR 9999/- (Rupees Nine Thousand Nine Hundred Ninety Nine)** daily, shall be subject to deduction of applicable taxes.

**Part-B Terms & Conditions:**

1. The participation in the Contest is open only for the Contest Period and the Contest is open to all Indian citizens of 18 years of age or above. Further, to participate in contest the participant needs to have registered Paytm account.
2. Employees of Paytm (including their family members) and of their group companies, affiliate or associate companies, shall not be eligible for any of the gratifications under this Contest.
3. By participating in this Contest, participants have given us the right to use your name, photograph and other personal details for the purpose of this campaign including announcing your name as eligible participant on social media, Paytm platform, or in public domain.
4. By participating in the Contest, participants consent to the following information available on Paytm platform and their concerned vendors and/or published or otherwise communicated to in any media that QUIZWIN may deem fit, for the purpose of winner's announcement: name, mobile phone number, score and/or photograph. QUIZWIN may, at their discretion, choose not to disclose the identity of the selected winner(s) to other participants unless expressly mentioned herein. The participants also consent to the information being shared by Paytm with its affiliates and service providers and to the information being processed and stored in the servers of Paytm or its service providers, inside or outside India.
5. Participants acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP/APP, Website and all material or content related to the Contest shall remain, at all times, owned by Paytm/QUIZWIN and/or their respective owners. All material and content contained is made available for participant's personal and non commercial use only. Any other use of the material/content on the platform and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
6. **Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED including, but not limited to, meeting of the participant's requirements or aspirations, timeliness, security, the results or reliability of the Contest, delay in sending or receiving the SMS for participating in the Contest, delay in time taken or recorded for answering a question 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 Contest or any transactions effected through the Contest; (b) The participant expressly agree that his/her participation in the Contest is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind.**
7. The gratification(s) under this Contest are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the gratifications shall be

subject to such other T&C as may be applicable to specific gratification and shall have to be duly complied with by the winner(s).

8. The gratification(s) to the winner(s) 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 QUIZWIN before accepting the delivery of the gratification. Any failure on the part of the winner(s) to comply with directions issued by QUIZWIN for claim of gratification shall entitle QUIZWIN to forfeit the gratification(s) or roll the gratification over to the next eligible winner(s), at their sole discretion.
9. Any participant providing any incorrect information or concealing/withholding any information from QUIZWIN with intent to participate and/or be chosen as the winner(s) of the Contest will automatically be disqualified from participating in it and being chosen as the winner(s) 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 Operator number, domicile etc, by the participant or dispute with the platform, shall entitle QUIZWIN to disqualify him/her without any further intimation.
10. The participants shall indemnify and keep indemnified Paytm 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 Paytm may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the representations or obligations of the Participants under the T&C hereunder, any failure by the participants to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Paytm shall have the right to defend themselves, pursuant to this Clause, at the cost of the participants. Paytm 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(s) or any third party, in connection with the Contest. It is expressly provided that transaction shall between Participant & QUIZWIN only.
11. All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the winner(s), including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government. The participant/s who have won the gratifications have to make their own arrangements for travel, accommodation to claim the gratification (if applicable); QUIZWIN shall not be responsible for the same or any cost of travel and accommodation incurred by any of them.
12. The participants and Winner(s) hereby irrevocably authorize QUIZWIN and its owners, affiliates, subsidiaries, associates to use the data gathered during and/or after the Contest in respect of the Participant (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the contest, participant/s confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future contests from QUIZWIN.
13. This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of QUIZWIN ("**Force**

**Majeure Event**”). QUIZWIN shall not be liable for any delay or adverse effect caused to this Contest there under as a result of a Force Majeure Event. QUIZWIN shall intimate the suspension of Contest caused as a result of such Force Majeure Event to the participants within reasonable time.

14. QUIZWIN reserves all the rights to offer any amount/voucher equivalent to the cost of the prize.
15. This Contest is subject to guidelines/ directions issued by any applicable competent authority from time to time.
16. Questions and their answers, designed/sourced by QUIZWIN, 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, the decision by QUIZWIN shall be final and neither QUIZWIN nor any third party shall have any liability towards any participant. No questions whatsoever in this regard will be entertained.
17. QUIZWIN shall not be responsible for any claims arising out of technical failures before, during the Contest or after the completion including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Contest, 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 participant.
18. QUIZWIN 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 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 participant.
19. Failure by QUIZWIN to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, QUIZWIN may assign any of its rights within the Contest to any party without prior intimation to participants.
20. QUIZWIN does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the participants.
21. QUIZWIN neither guarantee or warranty the quality of the goods being offered as Prize nor is liable/ responsible for any defect in the goods so obtained/availed, by the winners under this Contest. QUIZWIN shall also not be liable for any defect in the Prize so offered to the Winner under this Contest. The winner further understands that the goods provided as prize will carry manufacturer's guarantee and in case of any deficiency in the goods, participant will contact the manufacturer only.
22. The Prize is subject to availability and same can be replaced in form of the 70% equivalent amount of winning prize in form of Cash vide Cheque / Demand Draft only at sole discretion of QUIZWIN.
23. The winners understand and agree that QUIZWIN, its owners and affiliates, 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), to a Winner and/or any third party, directly or indirectly, by use or non-use of the Prize.
24. Apart from the entitlement to the Prize, the winners or their legal heirs/ successors/ representative will have no other rights or claims against QUIZWIN, its owners and

affiliates,. Maximum aggregate liability of QUIZWIN shall not exceed value of the concerned prize in case of any dispute, in pursuance to the terms and conditions herein.

25. The winner(s) understand and agree that acceptance of the Prize by them, constitutes grant of permission to the facilitators to click photographs of the winner and use the winner's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and trade without any additional compensation whatsoever to the winners. The participant/winner hereby provides his/ her irrevocable consent for sharing /submission of his/her personal information to QUIZWIN, and subsequent use by QUIZWIN of such information for lawful purposes as per its discretion.
26. Post winner(s) declaration and completion of their announcement and further process as the case may be if QUIZWIN finds that the declared winner(s) are wrong then QUIZWIN reserves the right to declare the correct winner(s) again and cancel the gratification of winner(s) declared earlier.
27. Any dispute arising out of this offer and terms & conditions of this campaign shall first be attempted to be resolved amicably through negotiations. In the event, amicable settlement fails, the dispute shall be referred to Mediation. The venue of Mediation shall be at Delhi.
28. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Delhi.