

## **Part –A Contest Name: Kaun Banega Lakhpati Contest**

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. Paytm 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 **1<sup>ST</sup> of January, 2017 at 00:00 am till 31<sup>st</sup> of January, 2017 at 11:59 pm** (both days included), hereinafter referred to as "Contest Period". This Contest shall not be applicable for the participants of the states where any such activity is expressly prohibited by Law, as applicable.
3. Participant can use maximum number of services that Paytm is offering such as – DTH Recharge, Mobile Prepaid Recharge, Mobile Postpaid Bill Payment, Data card & Landline bill payments on Paytm platform.
4. Participant needs to do at least one recharge/bill payment transaction on Paytm platform using Promo-code "LAKHPATI" to become eligible for participation in the "**Paytm LAKHPATI Contest**" (hereinafter "Contest"). A Participant(s) is allowed to participate in the contest multiple times during an entire Contest Period and can make as many transactions possible using promo-code "LAKHPATI". More transactions will increase the probability of winning of a participant. Paytm reserves the right to disqualify any transaction from participation in this Contest.
5. 2 winners will be selected on random basis by Paytm, every week (7 days period), throughout the Contest Period starting from the inception of validity of the Contest. The winner will win Rs. 100,000/- (One Lakh only) Paytm cash (hereinafter "Prize/Gratification").

**\*Disclaimer: Paytm cash is a semi closed payment instrument and may be used for the purchase of third party products or may be transferred to the person's bank account.**

6. This Contest cannot be combined with any other promotions or offers. This offer Contest is valid for limited period only.
7. Paytm shall take at least **Two (02)** working days to announce the names of shortlisted participant(s) ("Tentative Winner(s)").
8. The Tentative Winners shall be contacted by Paytm and confirmed basis qualification criteria, verification & submission of required documents as per the clause 13 mentioned herein. The Tentative Winner declared by Paytm understands that he/she

is not a final winner and his/her winning is subject to verification & confirmation by Paytm.

9. Post selection of winner(s), the results will be published on mentioned link <https://paytm.com/offer/recharge/lakhpai/>
10. Paytm shall also make two(2) attempts within 48 working hours after completion of announcement period to contact the winner on their registered Mobile Number (with Paytm) to inform about the gratification and further process of claiming the gratification.
11. The gratification will be forfeited and the winner agrees to surrender the gratification if:
  - The winner does not get contacted within 20 working days.
  - The winner does not claim the gratification and/or fails to submit all necessary documents mentioned in Clause 13 within 2 working days of being contacted by Paytm.
  - In case of weekends, the winners will be contacted on the next working day(s).
  - All decisions by Paytm regarding the selection of winner(s) shall be final and binding.
12. 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.
13. All gratification must be claimed by the tentative winner(s), along with the documents (if applicable) specified herein below within the timelines after completion of Contest Period which shall be upto 48 working hours, intimated above by the Organizers. The documents\* required to be submitted along with the claim by the tentative winner(s) include the following:
  - a) 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) 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) PAN Card copy self-attested (Mandatory)
  - d) One passport size photo (Mandatory).
  - e) Postpaid bill (additional document for postpaid users only).
  - f) Letter of compliance on rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.
  - g) 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 <https://paytm.com/offer/recharge/lakhpati/>

14. Upon successful compliance of **Clause 12 and 13** above, Paytm will add money in the Paytm wallet of the winners. Final winner will get 70% of the prize amount as 30% shall be deducted on account of TDS.
15. Any gratifications to a person/participant of value in excess of **INR 9999/- (Rupees Nine Thousand Nine Hundred Ninety Nine)** daily will be subject to deduction of 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. 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 contest as applicable.
3. 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.
4. By participating in this Contest, participants have given us the right to use your name and 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.
5. 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 Paytm may deem fit, for the purpose of winner's announcement: name, mobile phone number, score and/or photograph. Paytm 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.
6. 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/Paytm

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.

7. **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.**
8. 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).
9. 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 Paytm before accepting the delivery of the gratification. Any failure on the part of the winner(s) to comply with directions issued by Paytm for claim of gratification shall entitle Paytm to forfeit the gratification(s) or roll the gratification over to the next eligible winner(s), at their sole discretion.
10. Any participant providing any incorrect information or concealing/withholding any information from Paytm 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 Paytm to disqualify him/her without any further intimation.
11. 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 be between Participant & Paytm only.

12. 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); Paytm shall not be responsible for the same or any cost of travel and accommodation incurred by any of them.
13. The participants and Winner(s) hereby irrevocably authorize Paytm 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 Paytm.
14. 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 Paytm ("**Force Majeure Event**"). Paytm shall not be liable for any delay or adverse effect caused to this Contest there under as a result of a Force Majeure Event. Paytm shall intimate the suspension of Contest caused as a result of such Force Majeure Event to the participants within reasonable time.
15. This Contest is subject to guidelines/ directions issued by any applicable competent authority (Government or otherwise) from time to time.
16. Paytm 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, 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.
17. Paytm 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.
18. Failure by Paytm to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Paytm may assign any of its rights within the Contest to any party without prior intimation to participants.

19. Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the participants.
20. Paytm neither guarantee or warranty the quality of the goods offered for sale on its Platform nor shall be liable/ responsible for any defect in the goods so obtained/availed, by the winners under this Contest. Paytm shall also not be liable for any defect in the Prize so offered to the Winner under this Contest (as applicable). 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 (as applicable).
21. 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 /Paytm Cash only at sole discretion of Paytm.
22. The winners understand and agree that Paytm, 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.
23. Apart from the entitlement to the Prize, the winners or their legal heirs/ successors/ representative will have no other rights or claims against Paytm, its owners and affiliates. Maximum aggregate liability of Paytm shall not exceed value of the concerned prize in case of any dispute, in pursuance to the terms and conditions herein.
24. 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 Paytm, and subsequent use by Paytm of such information for lawful purposes as per its discretion.
25. Post winner(s) declaration and completion of their announcement and further process as the case may be if Paytm finds that the declared winner(s) are wrong then Paytm reserves the right to declare the correct winner(s) again and cancel the gratification of winner(s) declared earlier.
26. 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.
27. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Delhi.