

TERMS AND CONDITIONS OF SPELL BEE COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**SPELL BEE COMPETITION**”. BY PROCEEDING WITH PLAYING **SPELL BEE 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 **SPELL BEE COMPETITION**.

Terms and Conditions:

1. This **Spell Bee COMPETITION** (hereinafter referred to as the “**Competition**”) is an optional Competition, conceptualized, organized and conducted by Kontakt Tech Solutions India Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at -161, Oshiwara Industrial Centre Off Link Road, Goregaon (W), Mumbai – 400104, India (hereinafter referred to as “**Kontakt**” or “**Organizer**”), for enabling active¹ Subscribers who use the Vodafone India Subscriber Identity Module (“**SIM**”) on a regular basis for purposes other than to participate in the Competition, pre-paid and post-paid category of Subscriber(s)² who are the rightful user of the Vodafone India connection, in whose name the mobile phone connection number (MSISDN) is registered with Vodafone India (hereinafter “**Subscriber(s)**”) as specified in Circles stated in Clause 2 herein, of either Vodafone India Limited, Vodafone Mobile Services Limited, (hereinafter individually or collectively referred to as “**Vodafone India**”) to participate in the Competition. In the event the MSISDN 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 and Conditions applicable for the Competition. The Competition is open to Subscribers and is launched as part of the **Spell Bee Pack** during the period from **7th February 2016 00:00:01 hrs** to **7th May 2017 23:59:59 hrs**, both days inclusive (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit, from time to time.
2. The Competition is valid for all active Subscribers subject to eligibility conditions as set forth in Clause 8 below, belonging to the following Vodafone India telecom service areas / circle(s) of ANDHRA PRADESH, KERALA, CHENNAI AND TAMIL NADU, ASSAM, NORTH EAST, BIHAR, ORISSA, DELHI, HARYANA, JAMMU & KASHMIR, PUNJAB, HIMACHAL PRADESH, GUJARAT, KARNATAKA, KOLKATA, REST OF BENGAL, MUMBAI, MADHYA PRADESH, RAJASTHAN, MAHARASHTRA, UTTAR PRADESH EAST, UTTAR PRADESH WEST (“**Circle (s)**”) and who

¹ 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 the Organizer and Vodafone India, jointly.

² 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.

have successfully subscribed for the Spell Bee Pack (hereinafter referred to as “**Spell Bee Competition Pack Member(s)**”) by following the subscription process mentioned hereunder. 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 the Organizer or Vodafone India, in this regard. The Competition will be available in English on WAP

3. A Subscriber by participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the procedure for winner selection of the Competition as set out herein, and any appropriate changes that may be made to this Competition by the Organizer 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 Vodafone India or Kontakt, their affiliates and associates or for any reason whatsoever.
4. For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a Spell Bee Competition Pack Member and the terms and conditions of the Spell Bee Competition Pack shall be deemed to be incorporated herein.
5. Please note that participating or playing this Competition is optional for the Spell Bee Competition Pack Members, however, from the date of commencement of this Competition till the end of the Competition or un-subscription from the Spell Bee Competition Pack, whichever is earlier, the Spell Bee Competition Pack Members will be charged in accordance with these Terms and Conditions.
6. Also, by participating in this Competition, You:
 - 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 may have submitted;
 - 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 Kontakt and You are acting voluntarily, using Your own time and resources to participate in the Competition, solely at Your own risk;
 - Warrant that prior to playing the Competition, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein and the terms and conditions under Spell Bee Competition Pack; and
 - Confirm and undertake that You will make an informed choice regarding the option to play through WAP and after understanding the implications of the same.
7. Participation in the Competition will be construed as an acknowledgement and acceptance of the Terms and Conditions set out herein and the terms and conditions of the Spell Bee Competition Pack. In case of any conflict between the Terms and Conditions of the

Competition with that of the Spell Bee Competition, then the Terms and Conditions of the Competition shall supersede during the Competition Period.

8. Procedure and eligibility to participate in the Competition

This Competition is valid for Subscribers who fulfil the following criteria:

- He/she must be of at least 18 years of age;
- He/she must be a resident of India;
- He/she must be an active Subscriber of Vodafone India;
- He/she must be a Spell Bee Competition Pack Member;
- He/she must belong to any of the Circles mentioned above;
- For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Rs. 2 per day, for each day of the Competition Period, to be eligible to participate in this Competition on that day;
- 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 orders etc. and / or is prohibited from entering any contractual relationship.

Further, the Spell Bee Competition Pack Members 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)**”). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

9. Subscription to Spell Bee Competition Pack

- The Vodafone India Subscriber(s) may activate the service on a cellular phone, via VF Live or from mentioned link sbee.contakt.in/sb/?src=5
- Through SMS, he/she will receive an acknowledgement on his/her number registered with Vodafone India telling him/her that his/her subscription request has been received.
- Once the Subscriber is successfully subscribed to the Spell Bee Competition Pack, he/she will get an SMS on his/her number registered with Vodafone India informing him/her about the current Competition or upcoming competitions, prizes to be won, URL of the current Competition that can be played at just Rs. 5 or Rs. 4 or Rs. 3 or Rs. 2 or Re. 1 per day, depending on the balance available on his or her number registered with Vodafone India.
- The other relevant steps and terms and conditions involved for each competition under the Spell Bee Competition Pack will be communicated to the Spell Bee Competition Pack Members through an SMS on his/her number registered with Vodafone India, at time of activation..
- All Spell Bee Competition Pack Members will, subject to the terms and conditions of the Spell Bee Competition Pack, be automatically eligible to play all competitions launched as part of Spell Bee Competition Pack, as will be detailed in the terms and conditions of that respective competition.

- If a Spell Bee Competition Pack Member wants to unsubscribe from the Spell Bee Competition Pack then it can be done by sending an SMS typing 'Stop to 155223 and then replying with the service option. Upon effective un-subscription, an SMS will be sent to the number of the Spell Bee Competition Pack Member registered with Vodafone India confirming the un-subscription from the Spell Bee Competition Pack.
- Subscription will be open only in the herein mentioned Circles of Vodafone.
- All Spell Bee Competition Pack Members will be charged Rs. 5/- or Rs. 4/- or Rs. 3/- or Rs. 2/- or Re. 1/- per day, depending on the balance available on his/her number registered with Vodafone India on all competition days, irrespective of whether they play the competition or not, once they have subscribed to Spell Bee Competition Pack to play the current Competition unless the pricing has been revised for a particular competition or for all further competitions, in which case the price revision will be communicated in advance.
- Spell Bee Competition Pack Members will be charged Rs. 5/- or Rs. 4/- or Rs. 3/- or Rs. 2/- or Rs. 1/- per day, depending on the balance available on his/her number registered with Vodafone India, from the date of commencement of a particular competition till the date of expiry of such competition or till the time the Spell Bee Competition Pack Member chooses to unsubscribe from the Pack.
- All Spell Bee Competition Pack Members will be eligible to play and win the prizes offered in each competition subject to being successfully charged for the relevant competition, as will be detailed in the terms and conditions of that respective competition. These prizes may vary from one competition to the next.
- A Subscriber can subscribe and unsubscribe to Spell Bee Competition Pack multiple times- i.e. if he/she unsubscribes from Spell Bee Competition Pack, he/she can subscribe again, at any time, if he/she wishes to do so during the validity of Spell Bee Competition Pack. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again, in case there is a competition live on that day and therefore the amount deducted may be more than Rs. 5/- per day.

10. Charging:

- All Spell Bee Competition Pack Members as on the 1st day of the Competition will be charged Rs. 5/- or Rs. 4/- or Rs. 3/- or Rs. 2/- or Re. 1/- per day, depending on the balance available on his/her number registered with Vodafone India for that day, from 01:00:00 hours onwards.
- On subsequent days, the system will try to charge all Spell Bee Competition Pack Members Rs. 5/- Rs. 4/- or Rs. 3/- or Rs. 2/- or Re. 1/- per day, depending on the balance available on his/her number registered with Vodafone India, at 01:00:00 hours, irrespective of successful charging or failure the previous day. Once charged, the amount will not be refunded to Spell Bee Competition Pack Members under any circumstances.

- A Spell Bee Competition Pack Member will be allowed to play the Competition only after being charged for the day.
- If the charging is successful, Spell Bee Competition Pack Member will get a confirmation SMS on his/her number registered with Vodafone India, along with the rules, prizes to be won, and the URL on which he/she can click and participate in the Competition.
- If the charging is not successful, then the Spell Bee Competition Pack Member will get an SMS on his/her number registered with Vodafone India informing him/her about his/her unsuccessful charging. Answers for which the charging has not been successful shall be disregarded for the purpose of Winner selection.
- All Spell Bee Competition Pack Members will be charged from the first day of the Competition, or the day he/she subscribes to the Spell Bee Competition Pack, as the case may be, till the end of the Competition, or the day till he/she unsubscribes from the Spell Bee Competition Pack, whichever happens first, irrespective of whether she/he plays the Competition or not.
- On non-Competition days, the Spell Bee Competition Pack Members will not be charged.
- If a Spell Bee Competition Pack Member does not get charged for each day continuously for a period of 30 days, due to the minimum balance of Rs 2 not being maintained on his/her number registered with Vodafone India, the system will automatically deactivate the subscription to the Spell Bee Competition Pack, without any liability on the Organizer or Vodafone India and the Spell Bee Competition Pack Member shall not have any claims against the Organizer or Vodafone India in this regard. The Spell Bee Competition Pack Member will be sent an SMS upon deactivation.

11. Competition Flow

The following completion flow is applicable on Spell Bee Competition Pack Member playing via WAP mode:

- Competition will be available on the URL for all Spell Bee Competition Pack Members.
- Based on the amount charged, Spell Bee Competition Pack Members will be played the following number of questions on each day:
 - a) Spell Bee Competition Pack Members who are charged Rs 5 will be played 10 questions;
 - b) Spell Bee Competition Pack Members who are charged Rs 4 will be played 8 questions;
 - c) Spell Bee Competition Pack Members who are charged Rs 3 will be played 6 questions; and
 - d) Spell Bee Competition Pack Members who are charged Rs 2 will be played 4 questions.
 - e) Spell Bee Competition Pack Members who are charged Re 1 will be played 4 questions.
- The Competition consists of a total of 900 questions, with 2 answer options each.

- The questions under the Competition shall be based on information available to public at large.
- All questions are in multiple choice format and the answer to each must be selected from one of the 2 options only.
- For every right answer the Spell Bee Competition Pack Member will get 1 point. There is no negative marking for a wrong answer.
- Irrespective of whether or not the Spell Bee Competition Pack Member has answered all 10, 8 or 6 or 4 or 2 questions on a particular day during the Competition Period based on the amount that has been charged for the particular day, when he/she plays on the next day, he/she will be played the first question of that day.
- All Spell Bee Competition Pack Members can play only up to 10 questions a day. There will be a fresh set of 10 questions from each set every day.
- A Spell Bee Competition Pack Member will be played the questions one after the other till he/she finishes answering all the questions for each day.
- There will be a black-out time for the Competition every day between 11:45 PM and 12:15 AM of the next day.. During this time, the Spell Bee Competition Pack Members will not be allowed to play the Competition.
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- Once the Spell Bee Competition Pack Member has answered all the questions for the day, he/she cannot answer the questions again.
- The points scored by the Spell Bee Competition Pack Member in a day will not get carried over to the next day. His/her score will be reset at zero at the start of each day.
- After every answer, the Spell Bee Competition Pack Member will receive his/her updated score and given the next question and answer options.
- If a Spell Bee Competition Pack Member wishes to unsubscribe from the Spell Bee Competition Pack, it can be done by calling the toll-free number 155223 or sending an SMS typing "Stop" to 155223 (Toll-free) and then replying with the service option. Upon effective un-subscription, an SMS will be sent to the number of the Spell Bee Competition Pack Member registered with Vodafone India confirming the un-subscription from the Spell Bee Competition Pack.

12. Competition on WAP

- All Spell Bee Competition Pack Members can play the Competition by clicking on WAP URL only after being charged for the day.

- After clicking on the URL a competition page will get displayed which will be having pronunciation and definition of the word. User has to select option and then click on submit button.
- The time taken for answering a question through the “WAP” mode is calculated from the time the question is generated and pushed to the Spell Bee Competition Pack Member, till the time the answer is received by Contact’s system. Maximum time limit to answer a question would be 1 minute. Contact and Vodafone India does not have any control over delays resulting in the intermediate systems including but not limited to internet connectivity which may or may not be due to technical snags, network failure or system failure or errors, but which are likely to result in delay in the time taken to send/receive the response and hence the time recorded for answering the question.
- If a Spell Bee Competition Pack Member stops playing the Competition after answering the nth question then when he/she again starts playing on the same day, he/she will get the (n+1)th question. If the Spell Bee Competition Pack Member does not receive the (n+1)th question, for any reason whatsoever, then he/she can continue playing either by clicking on the competition page URL, on the same day, to receive the next question.

13. Prizes and Winner Selection Process:

Bumper Prize:-

The selection for the Bumper Prize will be conducted at the end of the competition. One MSISDN across all circle with the maximum cumulative score in the least amount of time during the competition will be selected as the winner of Laptop worth Rs.25000.

Second Prize:-

The selection for the Second Prize will be conducted at the end of the competition. One MSISDN across all circle with the second highest cumulative score in the least amount of time during the competition will be selected as the winner of Tablet, worth Rs.15000.

Third Prize:-

The selection for the Third Prize will be conducted at the end of the competition. One MSISDN across all circle with the third highest cumulative score in the least amount of time during the competition will be selected as the winner of Smart Phone, worth Rs.10000

- The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Competition will be witnessed by an independent third party auditor (“**Independent Auditor**”) who shall, after the selection of the Winners, certify such process.

14. To be eligible to claim the prizes under the Competition, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement.

15. 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. These Terms and Conditions shall be available on the Website. The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep yourself updated and informed.
16. All prizes will be given after deducting/receiving various taxes, license fees and charges as applicable.
17. All decisions of the Organizer 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 complaints, claims, correspondence or communication shall be entertained in this regard.
18. All prizes offered in this Competition are subject to availability. The Organizer reserves the right to provide alternate models or brands of the same value, for any of the prizes won, at its sole discretion.
19. After the selection and validation of the Winners of all the prizes under this Competition, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Winner(s) registered with Vodafone India, and will be given further details as to how, when and where they can redeem their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 0228811500/ 0228811503. The Organizer and Vodafone India shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. In the event the Winners do not answer the calls of the Organizer, an SMS will be sent to the MSISDN of the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes ("**Intimation**"). The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer under the respective categories under the Competition. The prizes offered under the Competition may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Competition. In the event no special event is being conducted by the Organizer, the Winners shall be required to provide their address to which the prizes may be sent by the Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by Kontakt or Vodafone India for playing the Competition. Delivery of prizes will be subject to the Winner giving the correct address and his/her availability there. The Winners agree that there shall be no liability on the Organizer or Vodafone India in the event the Winners cannot be contacted, on any account whatsoever. In the event that any of the Winners cannot be reached over phone or through SMS for a period of 3 days from the date of Intimation or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.
20. Without prejudice to the foregoing Clause 19, any failure on the part of the Winner under this Competition to comply with directions issued by the Organizer shall entitle the Organizer, 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 Grand Prize Winners, be limited to up 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 the Organizer and Vodafone India for such transfer. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the place specified by the Organizer.

21. Spell Bee Competition Pack Members may directly contact Kontakt at 0228811500 regarding any queries / complaints pertaining to the Competition between 10.30 AM and 6.30 PM on all working days from Monday to Friday. Alternatively, the Spell Bee Competition Pack Members can send an email to va.support@kontakt.co.in which will be answered on working days, between Mondays to Friday. All disputes must be addressed by the spell Bee Competition Pack Member in writing to Kontakt directly and Vodafone India shall not entertain any communication in this regard.
22. By entering the Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages including without limitation daily updates of your score and such other updates of the current Competition, promotional updates on the competition/s as may be active for participation during the Competition Period. Also, the Spell Bee Competition Pack Members may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming competition/s for 30 days from the date of commencement of such upcoming contest/competition.
23. Organizer, Vodafone India and their affiliates shall be entitled to use, in any manner, the details of the Spell Bee Competition Pack Members including the Information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Competition, all Spell Bee Competition Pack Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Spell Bee Competition Pack Winners to other Spell Bee Competition Pack Members, unless expressly mentioned herein.
24. Prize(s) shall not be transferable. Cash alternative for the prizes above maybe given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle a Spell Bee Competition Pack Member to the prize. No other person or agent can claim the prize on behalf of the Spell bee Competition Pack Member unless otherwise expressly mentioned herein.
25. A Spell Bee Competition Pack Member shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in Clause 26 herein.
26. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. 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):

- a. Identity Proof;
 - b. Address Proof;
 - c. Photocopy of PAN Card;
 - d. In case of Winner holding a post-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], self-attested copy of the latest bill issued by the operator in respect of the Vodafone India number registered with the Organizer under the Spell Bee Competition Pack; and
 - e. In case of Winner holding a pre-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], an affidavit in the format provided by the Organizer, declaring that the Winner is the rightful user of the Vodafone India number and the same is registered with the operator in the name of the Winner. Only registered Vodafone India Subscribers of the winning mobile phone number can be Winners and not merely the players using such mobile numbers.
27. 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 Winner at the prevailing rate. 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 Winner, at the sole discretion of the Organizer.
- **A Spell Bee Competition Pack Member earning prizes equal to or in excess of INR 10,000 in a year in aggregate from all competitions / offers conducted by Kontakt Tech Solutions as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.
28. Organizer and Vodafone India are not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Spell Bee Competition Pack Member personally, including without any limitation the costs of collecting prizes or applicable taxes to be borne by the Spell Bee Competition Pack Members entitled to any prize.
29. The Spell Bee Competition Pack Members shall not have the right to claim any damages, loss or costs from the Organizer and Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. Vodafone India and/or Kontakt are neither responsible nor guarantee the quality of the goods or services being offered as prizes nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Spell Bee Competition Pack Members under this Competition.
30. Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Spell Bee Competition Pack Members in connection with the Competition.

31. Notwithstanding any other provisions under these Terms and Conditions herein, the Organizer and Vodafone may at any time introduce additional prizes in this Competition.
32. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizer and Vodafone India including, but not limited to, meeting of the Spell Bee Competition Pack Member's requirements or aspirations, timeliness, security, any delay in receiving or sending a WAP Push during the Competition Period or delay in time recorded or taken for answering a question through WAP mode, the results or reliability of the Competition, 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 Competition or any transactions effected through the Competition; (b) The Spell Bee Competition Pack Member expressly agrees that his/her participation in the Competition offered by the Organizer is at the Spell Bee Competition Pack Member'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 the Organizer or Vodafone India.
33. 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 the Organizer under Clause 26 before accepting the delivery of the prize. Any failure on the part of the Winners to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s).
34. The prizes shall be handed over by the Organizer on receipt of all the documents, from the Winners, required to process the distribution of the prize/s.
35. In all competitions launched by Organizer and Vodafone India jointly ("**Vodafone Competition(s)**") for the financial year 2016-17, one individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, is entitled to win only one Bumper prize in any competition organised by Organiser in one financial year
36. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
37. 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 Kontakt ("**Force Majeure Event**"). Neither Kontakt nor Vodafone India shall be liable for any delay or adverse effect caused to Spell Bee Competition Pack or this Competition as a result of a Force Majeure Event. Kontakt and/ or Vodafone India shall intimate the suspension of Spell Bee Competition Pack or the Competition caused as a result of such Force Majeure Event to the Spell Bee Competition Pack Members.

38. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
39. This Competition is subject to guidelines/ directions issued by the Department of Telecommunications (“DoT”), Telecom Regulatory Authority of India (“TRAI”) or any other statutory authority from time to time.
40. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Spell Bee Competition Pack, so far as the same impact the terms and conditions of subscription to Spell Bee Competition Pack as are specifically provided on the Website, the terms and conditions of the Spell Bee Competition Pack shall prevail. In the event of any such discrepancies impacting the Terms and Conditions of this Competition, only these Terms and Conditions shall prevail and override the terms and conditions of the Spell Bee Competition Pack.
41. Questions and their answers are designed/ sourced by Kontakt, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. The facts are based on largely known facts and any exceptions are not considered. In the event of any discrepancy / dispute regarding the questions or answers, neither Kontakt, Vodafone India nor any third party involved shall be liable towards any Spell Bee Competition Pack Member in any manner.
42. Neither Vodafone India nor Kontakt shall 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, delay in receiving or sending an SMS during the Competition Period or delay in time recorded or taken for answering a question through WAP mode, any action that has been initiated, actioned or completed through the Spell Bee Competition Pack Members 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, Vodafone India and /or Kontakt shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Kontakt or Vodafone India.
43. Organizer, Vodafone India nor any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Spell Bee Competition Pack Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
44. Organizer and Vodafone India reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Competition or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at their sole discretion at any time as may be required including in view of business exigencies, changes by regulatory authorities, 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 Spell Bee Competition Pack Members from the time of its posting on the Website. You are therefore advised to check this 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 Spell Bee Competition Pack and any other services offered on and/or through Spell Bee Competition Pack. Your continued subscription to Spell Bee Competition Pack and/ or participation in the Competition will constitute your acceptance of the latest revised Terms and Conditions.

45. The Spell Bee Competition Pack Members shall indemnify and keep indemnified Vodafone India and Contakt 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 Contakt 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 Spell Bee Competition Pack Members under the Terms and Conditions, any failure by the Spell Bee Competition Pack Member participating in the Competition to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and Contakt shall have the right to defend themselves, pursuant to this Clause, at the cost of the Spell Bee Competition Pack Member. The Organizer, 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, whether in connection with the Spell Bee Competition Pack Members or the Competition.
46. The employees, agents, associates, distributors or dealers of the Organizer or Vodafone India shall not be eligible to win any of the prizes offered in the Competition.
47. Vodafone India and Organizer may assign any or all of their rights under these Terms and Conditions to their respective affiliates or any third party without consent of the Spell Bee Competition Pack Members.
48. The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Spell Bee Competition Pack Member who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by the Organizer or Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights.
49. Any attempt by a Spell Bee Competition Pack Member to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, the Organizer and/or Vodafone India reserve the right to seek damages from any such Spell Bee Competition Pack Member to the fullest extent permitted by law.
50. Organizer and Vodafone India does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Spell Bee Competition Pack Members.
51. Organizer, Vodafone India and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Spell Bee Competition Pack Member in respect of the Competition.

52. You, the Spell Bee Competition Pack Member, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Competition shall remain, at all times, owned by Kontakt, Vodafone India or its respective owners. All material and content contained in this Website, WAP Link is made available for your personal and non-commercial use only. Any other use of the material/ content on this Website or any information disseminated by SMS or any other means of communication is strictly prohibited.
53. Any Spell Bee Competition Pack Member providing any incorrect information, concealing or withholding any information from the Organizer with intent to participate and/or win the Competition will automatically be disqualified from participating in it and winning the different categories of prizes. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Spell Bee Competition Pack Member, shall entitle the Organizer to disqualify him/her without any further intimation.
54. The Spell Bee Competition Pack Members hereby agree and undertake not to hold Vodafone India, Kontakt and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Competition.
55. Nothing in the Competition shall affect any intellectual property rights of the Organizer or Vodafone India or any of its affiliates in any product or service made available on the Website.
56. Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone India and/or Kontakt, unless otherwise expressly mentioned herein.
57. By participating in the Competition, the Spell Bee Competition Pack Members consent to the following information relating to them to be exchanged between Vodafone India, Kontakt and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer may deem fit, for the purpose of Winner announcement: name, mobile phone number, score and/or photograph. The Spell Bee Competition Pack Members also consent to the information being shared by Kontakt with its affiliates and service providers and to the information being processed and stored in the servers of Kontakt or its service providers, inside or outside India.
58. The spell Bee Competition Pack Members and Winners hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Spell Bee Competition Pack Members (including Spell Bee Competition Pack Member name and photograph etc.) shall be used by Vodafone India and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India's brand.

59. The Winner's name will be announced as registered in the system of Vodafone India.
60. 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 claiming the prize/s.
61. This Competition may contain factual references to the names of certain companies, products and individuals. The Organizer 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.
62. The provisions of this service, the Competition and any other promotional endeavor may not be used for any commercial purpose by any Spell Bee Competition Pack Member.
63. These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to arbitration, at the request of either of the parties upon written notice to that effect to the other. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, by a sole arbitrator, to be appointed by Vodafone India. The decision of the sole arbitrator shall be final and binding on the parties. All proceedings of such arbitration shall be in the English language. The venue of arbitration shall be Mumbai. Subject to the foregoing, any disputes or any matter arising here from shall be subject to the exclusive jurisdiction of the courts at Mumbai.