

## **TERMS AND CONDITIONS – SHINE BRIGHT WITH GOLD COMPETITION**

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

### **Terms and Conditions:**

- 1. SHINE BRIGHT WITH GOLD COMPETITION** (hereinafter referred to as the “**Competition**”) is an optional Competition, conceptualized, organized and conducted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore - 560100, India (hereinafter referred to as “**OnMobile**” or “**Organizer**”), for enabling active<sup>1</sup> 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)<sup>2</sup> 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 or 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 during the period from **22<sup>th</sup> May 2017, 00:00:01 hrs to 19<sup>th</sup> August 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.

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<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 the Organizer 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.

2. The Competition is open for all active Subscribers who satisfy the eligibility criteria mentioned in Clause 3 below and who belong to the following Vodafone India telecom circles (“**Circle(s)**”) of ANDHRA PRADESH, ASSAM, NORTH EAST, BIHAR, DELHI, JAMMU & KASHMIR, GUJARAT, HARYANA, KARNATAKA, KERALA, MAHARASTRA, MADHYA PRADESH, ORISSA, MUMBAI, PUNJAB, HIMACHAL PRADESH, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, KOLKATA, WEST BENGAL, CHENNAI-TAMIL NADU. 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. Participation will be open only in the above-mentioned Circles of Vodafone India. and Subscribers roaming outside their home-circles will be barred from participating in this Competition.

The Competition is available only in Hinglish and English languages on Short Message Service (“**SMS**”), as per the classification of Circle- Groups, Languages and Zones as mentioned below.

| Circle             | Language 1 | Language 2 | Language 3 | Language 4 |
|--------------------|------------|------------|------------|------------|
| <b>AP</b>          | Telugu     | Hindi      | English    |            |
| <b>ASSAM</b>       | Hindi      | English    |            |            |
| <b>BIHAR</b>       | Hindi      | English    |            |            |
| <b>CH/TN</b>       | Tamil      | English    | Hindi      |            |
| <b>DELHI</b>       | Hindi      | English    |            |            |
| <b>GUJARAT</b>     | Gujarati   | Hindi      | English    |            |
| <b>HARYANA</b>     | Hindi      | Punjabi    | English    |            |
| <b>HP</b>          | Hindi      | English    |            |            |
| <b>J&amp;K</b>     | Hindi      | English    |            |            |
| <b>KARNATAKA</b>   | Kannada    | English    | Hindi      |            |
| <b>KERALA</b>      | Malayalam  | English    | Hindi      |            |
| <b>KOLKATA</b>     | Bengali    | Hindi      | English    | Oriya      |
| <b>MAHARASHTRA</b> | Hindi      | Marathi    | English    |            |
| <b>MP</b>          | Hindi      | English    |            |            |
| <b>MUMBAI</b>      | Hindi      | Marathi    | English    |            |
| <b>NE</b>          | Hindi      | English    | Bengali    |            |
| <b>ORISSA</b>      | Oriya      | Hindi      | English    |            |
| <b>PUNJAB</b>      | Punjabi    | Hindi      | English    |            |
| <b>RAJASTHAN</b>   | Hindi      | English    |            |            |

|            |         |         |         |       |
|------------|---------|---------|---------|-------|
| <b>ROB</b> | Bengali | Hindi   | English | Oriya |
| <b>UPE</b> | Hindi   | English |         |       |
| <b>UPW</b> | Hindi   | English |         |       |

| <b>S. No.</b> | <b>Circle Names</b>               | <b>Zone</b> |
|---------------|-----------------------------------|-------------|
| 1             | AP + CHTN                         | South       |
| 2             | ASSAM + NE +ORISSA                | East        |
| 3             | BIHAR                             | East        |
| 4             | DELHI + JK + PUNJAB+ HP + HARYANA | North       |
| 5             | GUJARAT                           | West        |
| 6             | KERALA + KARNATAKA                | South       |
| 7             | MAHARASTRA                        | West        |
| 8             | MUMBAI + RAJASTHAN + MP           | West        |
| 9             | UPW + UPE                         | North       |
| 10            | KOLKATA + WB                      | East        |

Competition will be available on Interactive Voice Response (“**IVR**”) in English, Hindi, Gujarati, Punjabi, Bengali, Malayalam, Telugu, Kannada, Oriya or Tamil.

### 3. Eligibility

This Competition is open for participation for all Subscribers who fulfil the following criteria:

- Participant must be of or above 18 years of age;
- Participant must be a resident of India;
- Participant must belong to any one of the Circles mentioned herein;
- Participant must be an active Subscriber;
- Participant 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.
- The employees of Vodafone as well as the Organizer shall not be allowed to participate in the Competition.

- 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 OnMobile 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 stated herein.
- By giving your double confirmation and undertaking that You will make an informed choice regarding the option to play through voice on Interactive Voice Response (“**IVR**”) or Out Bound Dialer, Short Message Service (“**SMS**”) or on Unstructured Supplementary Service Data (“**USSD**”) and after understanding the implications of the same.

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 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 the Organizer or Vodafone India, its affiliates and associates or for any reason whatsoever.

- Further, the Participants who are chosen as Winners (defined below) 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 Participant is the Subscriber of the mobile connection, the Organizer reserves the right to award the prize to the next eligible Winners or to forfeit the prize, at its sole discretion.

4. These Terms and Conditions are available on <http://vodafone.contestzone.in> and [www.vodafone.in](http://www.vodafone.in) (“**Website**”). 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.

#### 5. **Charging:**

- The questions in the Competition are divided into 13 sets (“**Set(s)**”), with each Set having different number of questions. All Participants of the Competition will be charged as follows depending upon the mode of playing the Competition chosen by them:

(i) Participation in the Competition through IVR and OBD:

Each Participant shall be charged Rs. 3/- per answer, while playing the Competition on IVR/OBD, by calling on the toll-free number 5670330 or 567035 or 56703 or 5670375, unless otherwise specified herein.

(ii) Participation in the Competition through SMS:

Each Participant shall be charged Rs. 3/- per answer, while playing the Competition on SMS, by sending a SMS to the number 5670330 during the Competition Period, unless otherwise specified herein.

(iii) Participation in the Competition through USSD:

Each Participant shall be charged Rs. 3/- per answer, while playing the Competition on USSD, by sending input to the number \*567\*7# during the Competition Period, unless otherwise specified herein.

(iv) A Participant will be charged only if Participant plays the Competition, in accordance with these Terms and Conditions. There will not be any automatic deduction of charges for this Competition.

(v) The charged amount will not be refunded to Participants under any circumstances.

(vi) For Postpaid – Fallback will not be applicable for postpaid as charging happens on base price.

## 6. Questions and Scoring

The Competition consists of 780 questions with 2 answer options each. All questions under this Competition shall be based on information available to the public at large. (User can answer 750 questions, other 30 will be used in case of SKIP option).

- All Participants may choose to play all questions at once, else Participant can continue playing the questions on any of the days during the Competition Period.
- For every right answer the Participant will get 1 point. There is no negative marking for a wrong answer.
- The Participant will be sent the questions one after the other till Participant finishes answering all the questions of the Competition.
- The Competition can be played only once by a Participant.

## 7. Competition on IVR

- All the Participants can play the Competition by calling the toll-free numbers 5670330 or 567035 or 56703 or 5670375. To stop receiving engagement SMSs, the Participants may call or send STOP as an SMS to 155223(toll free).
- Participants will be informed of the rules, prizes to be won and Terms and Conditions URL of the Competition on calling any of the aforementioned numbers.

Participants may send PRI, RUL, SCORE or TNC as an SMS to 5670330, without additional charges for such SMS's, to know about the details of the prizes applicable under this Competition, applicable rules and Terms and Condition URL and current total score of the Participant in all the Sets respectively.

- Participants can press \* to listen to a question again.
- On SMS, the Participant may SMS "A) Option 1", "B) option 2" &"C) SKIP". Participants will have the option of entering either options provided.
- On IVR, the Participant may press 1 for Option 1, press 2 "for option 2 & "Press 3 to SKIP the question".
- Once the Participant presses 1 or 2 on his/her mobile phone keypad as his/her answer for the relevant question, Rs. 3/- shall be immediately charged. If the charging is unsuccessful, the Participant will be informed about such unsuccessful charging. Such answer of the Participant for which the Participant has not been charged shall be disregarded for the purpose of Winner selection and such question will remain as an unanswered question, which may be given to the Participant again sometime later during the Competition Period.
- After every question and answer options, a "beep" prompt will be played. Participants can answer the question by pressing 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option on their mobile phone keypad, only after the "beep" prompt. The time taken for answering a question is calculated from the time the question, answer and the "beep" prompt finish playing till the time the Participant provides an answer by pressing the relevant key.
- After every right or wrong answer, the Participant will be played an appropriate prompt, with his/her updated score and given the next question and answer options.
- If Participant stops playing the Competition after answering the nth question then when Participant calls back on the toll-free number 5670330 or 567035 or 56703 or 5670375 or sends the keyword, WIN, GO, YES, or BIKE, CASH, GOLD, SHOPPING, START or any other keyword except STOP, PRI, RUL, TNC & SCORE as an SMS to 5670330 (Toll-free) or dials the USSD \*567\*7#, Participant will be played the (n+1)th question. If a Participant stops playing the Competition without answering the nth question then when Participant calls back on the toll-free number 5670330 or 567035 or 56703 or 5670375, or sends the keyword WIN, GO, YES, or BIKE or CASH or any other keyword except STOP, PRI, RUL, TNC & SCORE as an SMS to 5670330 (Toll-free) or dials the USSD \*567\*7#, Participant will be played the

nth question of the respective Set, which may be different than what was played to him/her earlier i.e., if a Participant listens to the 4<sup>th</sup> question but drops the call without answering the 4<sup>th</sup> question, then when Participant calls back, Participant will be played the 4<sup>th</sup> question which maybe different from what Participant received previously.

- If a Participant stops playing after answering the nth question then participant will be sent a reminder SMS on his/her number registered with Vodafone India at periodic intervals from the time Participant stops playing the Competition. In the event a Participant does not play the Competition for a continuous period of 25 (twenty-five) days from the date of the last answer received by the Organizer under any Set, the Organizer shall not send further reminder messages to such MSISDN of the Participant.
- Once the Participant finishes answering questions under all sets, an SMS will be sent to the MSISDN of the Participant registered with Vodafone India informing him/her that Participant has completed the Competition.
- The Participant will be charged Rs.3/- per key press given except for star (\*) and 9.
- Upon a Participant achieving the highest score, an appropriate prompt will be played informing the Participant that Participant is now eligible for the Bumper Prize.
- This Competition can be played only once by a Participant.
- Upon a Participant achieving the highest score, an appropriate prompt will be played informing the Participant that Participant is now eligible for the Bumper Prize.

## 8. Competition on SMS:

- Participants can play this Competition on SMS, by sending WIN or GO or YES or BIKE or CASH or GOLD or SHOPPING or START or any other keyword except **STOP, PRI, RUL, TNC and SCORE as an SMS to the toll free number 5670330.**
- For all Participants who are participating in the Competition for the first time, a welcome SMS will be sent to the number of the Participant registered with Vodafone India, informing him/her about the prizes to be won and the URL of the Terms and Conditions. After completion of each Set of questions, a welcome SMS will be sent to the number of the Participants introducing them to the relevant subsequent Set, prizes to be won in that Set and the charging amount for that Set.
- A Participant shall be charged Rs. 3/- for every SMS sent to the number 5670330, unless otherwise mentioned. If a Participant has not been charged for a particular question, the answer to such uncharged question shall be disregarded for the purposes of Winner selection. An SMS will be sent to the number of the Participant registered with Vodafone India informing him of such unsuccessful charging and such question will remain as an unanswered question and may be given to the Participant again sometime during the Competition Period.

- Participants can answer the questions by sending '1' or '2', as a response SMS to the questions to the number 5670330. The time taken for answering a question is calculated from the time the question asked in the Competition till the time the Participant provides an answer by pressing the relevant key.
- After every right or wrong answer, the Participant will be sent an appropriate SMS on his/her number registered with Vodafone India with his/her updated score and given the next question and answer options.
- If Participant stops playing after answering the nth question then when Participant sends an SMS to 5670330 with any keyword except STOP, PRI, RUL, TNC & SCORE as an SMS to 5670330 (Toll-free) or dials the USSD \*567\*7#, Participant will get the (n+1)th question.
- If a Participant does not receive the (n+1)th question after answering the nth question, for any reason whatsoever, then when Participant sends the keyword 'WIN' or 'GO' or 'YES' or BIKE or CASH or any other keyword except STOP, PRI, RUL, TNC & SCORE as an SMS on the number 5670330 (Toll-free) or dials the USSD \*567\*7#, Participant will be sent the (n+1)th question on his/her number registered with Vodafone India.
- If a Participant stops playing the Competition after answering the nth question then participant will be sent a reminder SMS on his/her number registered with Vodafone India at periodic intervals from the time Participant stops playing the Competition and the Participant hereby consents to receiving such reminder SMS's, without any further claims. In the event a Participant does not play the Competition for a continuous period of 25 (twenty-five) days from the date of the last answer received by the Organizer under any Set, the Organizer shall not send further reminder messages to such MSISDN of the Participant.
- On completing answering all the questions under each Set, an appropriate SMS will be sent to the number of the Participant registered with Vodafone India intimating the Participant of completion of the relevant Set followed by his/her updated score for that Set and questions of the subsequent Set. Once the Participant finishes answering questions under all sets, an SMS will be sent to the MSISDN of the Participant registered with Vodafone India informing him/her that Participant has completed the Competition. The Participants may send 'STOP' as an SMS to 5670330 to deactivate receiving informational or promotional messages, without any additional charges. The process could take up to 48 hours to get deactivated and the Subscriber undertakes not to dispute/challenge any promotional update send by the Organizer during this Competition Period.
- This Competition can be played only once by a Participant.
- Upon a Participant achieving the highest score, an appropriate prompt will be played informing the Participant that Participant is now eligible for the Bumper Prize.

## 9. Competition on USSD:



- All Participants may play the Competition by dialing the unstructured Supplementary Service Data (“**USSD**”) string \*567\*7#. If a Participant dials the USSD string \*567\*7# for the first time, a Welcome SMS will be sent to that MSISDN of the Participant registered with Vodafone India, informing the Participant about the charges and prizes to be won and the link for the Terms and Conditions.
- This will be followed by question and answer options on USSD channel.
- All the questions have 2 answer options each and Participants can answer by sending 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option, as a response to the questions. The time taken for answering a question is calculated from the time the question asked in the Competition till the time the Participant provides an answer by pressing the relevant key.
- After every right or wrong answer, the Participant will be sent one USSD message with the right or wrong answer response, along with the score details and the next question and answer options.
- In case of an invalid USSD input by the Participant, the Participant is sent a message on USSD stating that the input provided by him/her is invalid and will contain details of how to answer the question correctly. This will be followed by another question and answer options.
- If a Participant stops playing after answering the nth question then when Participant dials USSD string \*567\*7# again, Participant will get the (n+1)th question on USSD.
- The Participant is given the questions one after the other till Participant finishes answering all the questions.
- The Participant will be charged Rs.3/- per input given except the keywords PRI, RUL, SCORE, STOP or TNC.
- Once the Participant answers all the questions, an exit message will be sent as a USSD. The same will happen if the Participant dials USSD string after Participant has answered all the questions or if Participant tries to answer a question after having answered all the questions.
- This Competition can be played only once by a Participant.
- Upon a Participant achieving the highest score, an appropriate prompt will be played informing the Participant that Participant is now eligible for the Bumper Prize.

## **10. Competition on OBD**

- Competition will be available for playing on OBD. Once the Participant has successfully been accepted as a Participant to the Competition, a welcome prompt is played to the Participant that introduces him/her to the Competition.

- Participants will be informed of the rules, prizes to be won and Terms and Conditions URL of the Competition on the OBD.
- Participants may send PRI, RUL, SCORE or TNC as an SMS to 5670330, without additional charges for such SMS's, to know about the details of the prizes applicable under this Competition, applicable rules and Terms and Condition URL and current total score of the Participant in all the Sets respectively.
- Participants can press \* to listen to a question again.
- Participants can press 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option on the phone keypad to answer.
- Once the Participant presses 1 or 2 on his/her mobile phone keypad as his/her answer for the relevant question, Rs. 3/- shall be immediately charged. If the charging is unsuccessful, the Participant will be informed about such unsuccessful charging. Such answer of the Participant for which the Participant has not been charged shall be disregarded for the purpose of Winner selection and such question will remain as an unanswered question which may be given to the Participant again sometime during the Competition Period.
- After every question and answer options, a “beep” prompt will be played. Participants can answer the question by pressing 1 for 1<sup>st</sup> option or 2 for 2<sup>nd</sup> option on their mobile phone keypad, only after the “beep” prompt. The time taken for answering a question is calculated from the time the question, answer and the “beep” prompt finish playing till the time the Participant provides an answer by pressing the relevant key.
- After every right or wrong answer, the Participant will be played an appropriate prompt, with his/her updated score and given the next question and answer options.
- The Participants will be charged Rs.3/- per key press given except for star (\*).
- If Participant stops playing the Competition after answering the nth question then when Participant calls back on the toll-free number 5670330 or 567035 or 56703 or 5670375 or sends the keyword WIN, GO, YES, BIKE OR CASH or any other keyword except STOP, PRI, RUL, TNC & SCORE as an SMS to 5670330 (Toll-free) or dials the USSD \*567\*7#, Participant will be played the (n+1)th question. If a Participant stops playing the Competition without answering the nth question then when Participant calls back on the toll-free number 5670330 or 567035 or 56703 or 5670375 or sends the keyword WIN, GO, YES, BIKE or CASH or any other keyword except STOP, PRI, RUL, TNC & SCORE as an SMS to 5670330 (Toll-free) or dials the USSD \*567\*7#, Participant will be played the nth question of the respective Set, which may be different than what was played to him/her earlier i.e., if a Participant listens to the 4<sup>th</sup> question but drops the call without answering the 4<sup>th</sup> question, then when Participant calls back, Participant will be played the 4<sup>th</sup> question which may be different from what Participant received previously.
- If a Participant stops playing after answering the nth question, then participant will be sent a reminder SMS on his/her number registered with Vodafone India at periodic intervals from

the time Participant stops playing the Competition. In the event a Participant does not play the Competition for a continuous period of 25 (twenty-five) days from the date of the last answer received by the Organizer under any Set, the Organizer shall not send further reminder messages to such MSISDN of the Participant.

- Once the Participant finishes answering questions under all Sets, an SMS will be sent to the MSISDN of the Participant registered with Vodafone India informing him/her that Participant has completed the Competition.
- Upon a Participant achieving the highest score, an appropriate prompt will be played informing the Participant that Participant is now eligible for the Bumper Prize.

### **11. Vodafone Competition Pack**

- In the event that the Participant is a Competition Pack Member (as defined under the Terms and Conditions) of the Vodafone Competition Pack available at <http://vodafone.contestzone.in> ("**Competition Pack**"), regular SMSs will be sent to his/her number registered with Vodafone India informing him/her of the other competitions active at the time of and during this Competition Period; if the Participant is not a Competition Pack Member (as defined under the Competition Pack), informational SMSs will be sent to his/her number registered with Vodafone India regarding other competitions active at the end of (after Participant has completed playing the Competition) and during this Competition Period, and the prizes offered therein. The Participants hereby confirm to receiving such informational or promotional SMS's regarding the other active competitions at the time of end and during the Competition Period. The Participants may send 'STOP' as an SMS to 5670330 to deactivate receiving informational or promotional messages, without any additional charges. The process could take up to 48 hours to get deactivated and the Subscriber undertakes not to dispute/challenge any promotional update send by the Organizer during this Competition Period.
- If a Participant is a Competition Pack Member who is playing the relevant current competition under the Competition Pack and the SHINE BRIGHT WITH GOLD COMPETITION, during the same time period, such Competition Pack Member shall be given the option to play the questions relating to the current competition under the Competition Pack before the questions of the SHINE BRIGHT WITH GOLD COMPETITION, subject to the Participant having sufficient balance to play the SHINE BRIGHT WITH GOLD COMPETITION, after the relevant current competition under the Competition Pack.

### **12. Selection of successful Winners – The selection process of the successful Winners for all the prizes in this Competition will be as follows and in the order as follows:**

#### **Bumper Prize**

The selection for the Bumper Prize will be conducted after the competition ends. One MSISDNs across circle groups\*, with Highest score during the competition will be selected as the winning MSISDN of Gold Card worth Rs 50,000.

Winning MSISDN will be removed from the monthly prize.

### **Monthly Prize**

The selection for the Monthly Prize will be conducted after the competition ends and as per the monthly schedule \*\*. One MSISDN across all Circle groups\*, with Score of 15 Points in that month, will be selected as the winning MSISDN of Gionee P5 Mini worth Rs 5000.

One MSISDN can win only one Monthly prize during the competition.

In the selection of the Bumper Prize and Monthly Prize, in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered

### **Daily 1<sup>st</sup> Prize**

One MSISDN per circle groups\*, with minimum 6 points, on that day, in the least amount of time, is selected as the winner of Mobile Recharge worth of Rs 100.

One MSISDN can get the Daily 1st Prize only once in the Competition Period.

The winning MSISDN is removed from the eligible list of MSISDNs for the Daily 2nd and 3rd Prize of that day.

### **Daily 2<sup>nd</sup> Prize**

The selection for the Daily 2nd Prize will be done after the selection of the Daily 1st Prize winner of that day selected. One MSISDN per circle group\*, with minimum 4 points, on that day, in the least amount of time, is selected as the winner of Mobile Recharge worth of Rs 50.

One MSISDN can get the Daily 2nd Prize only once in the Competition Period.

The winning MSISDN is removed from the eligible list of MSISDNs for the Daily 3rd Prize of that day.

### **Daily 3rd Prize**

The selection for the Daily 3rd Prize will be done after the selection of the Daily 1st and 2nd Prize winner selected of that day. One MSISDN per circle group\*, with minimum 2 points, on that day, in the least amount of time, is selected as the winner of Mobile Recharge worth of Rs 30.

One MSISDN can get the Daily 3rd Prize only once in the Competition Period.

In case of a tie in the selection of the Daily Prizes the Winner will be the MSISDN that has achieved the relevant score as detailed above, first in point of time.

Apart from the gratification as mentioned herein above, the Organizers reserve the right to offer additional gifts if any to participants/subscribers at any time during the competition period.

The time taken for answering a question through the “Voice” mode or OBD, SMS or USSD on a day, is calculated from the time OnMobile’s system receives the 1st answer from an MSISDN till the time OnMobile’s system receives the respective last correct answers from that MSISDN on that day, for the purposes of determining the relevant prizes under this Competition, respectively. The total time taken by an MSISDN to provide the correct answers in a day, whether on Voice or OBD or SMS or USSD is used to determine the Winners for the aforementioned prizes.

Note: If a participant plays the competition over Voice, SMS, USSD and OBD channels, his/her score will only be cumulative and not exclusive for each of the channels. ie: if the participant has started playing the competition on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the winner selection for all the prizes.

A Subscriber is eligible to win more than one Prize during the period of the Competition, which means that he/she can win more than one Prize provided he/she meets the above said criteria of the respective Prizes and gets selected by the random selector in case of a tie.

### **Classification of Circle & Zone -Groups\***

| <b>S.No.</b> | <b>Circle Names</b> | <b>Zone</b> |
|--------------|---------------------|-------------|
| 1            | AP + CHTN           | South       |
| 2            | ASSAM + NE +ORISSA  | East        |

|    |                                   |       |
|----|-----------------------------------|-------|
| 3  | BIHAR                             | East  |
| 4  | DELHI + JK + PUNJAB+ HP + HARYANA | North |
| 5  | GUJARAT                           | West  |
| 6  | KERALA + KARNATAKA                | South |
| 7  | MAHARASTRA                        | West  |
| 8  | MUMBAI + RAJASTHAN + MP           | West  |
| 9  | UPW + UPE                         | North |
| 10 | KOLKATA + WB                      | East  |

**\*\*Monthly Schedule**

| Monthly Schedule |        |        |
|------------------|--------|--------|
| Month 1          | 22-May | 20-Jun |
| Month 2          | 21-Jun | 20-Jul |
| Month 3          | 21-Jul | 19-Aug |

The total time taken by an MSISDN to provide the correct answers in a day, whether on Voice or OBD or SMS or USSD is used to determine the Winners for the afore-mentioned prizes. All Subscribers who participate in the Competition are provided the option to play the Competition through IVR (as detailed in Paragraph 7), SMS (as detailed in Paragraph 8), USSD (as detailed in Paragraph 9) and OBD (as detailed in Paragraph 10) and are aware that time taken to answer a question through SMS and USSD is recorded only upon receipt of the SMS or USSD by OnMobile's system and not from the time that the SMS or USSD has been sent by the Subscriber. Accordingly, time taken to correctly answer the questions in a day through SMS or USSD may be more than the time that is clocked in the IVR/OBD mode. The Participants shall not raise or have any claims against OnMobile or Vodafone India in this selection or determination of the Winners of the prizes and neither OnMobile nor Vodafone India shall not be responsible for any delays, whether related to technical snags including due to network failure, system error or any other delays in intermediate systems such as Short Message Service Center or otherwise.

If a Participant plays the Competition over all four channels (IVR, USSD, OBD and SMS), his/her score will only be cumulative and not exclusive for each of the channels, i.e., if the Participant has started playing the Competition on IVR and has scored 2 points in 3 questions, if Participant drops the call and resumes playing through SMS or USSD or OBD, Participant will be given the 4th question, and if Participant answers the question correctly, his/her score will be 3. This will be the score that will be considered for the Winner selection process for all the prizes.

Subscribers hereby agree and confirm that Participant is aware that an SMS sent by the Subscriber may not be received by the Organizer instantly due to various factors outside the control of the Organizer such as network failure or system failure and hereby agrees not to dispute/challenge the delay caused hence. The time for recording of answer shall be the time at which the Organizer receives the answer and not the time at which the Participant sends an answer from his/her handset. For example – If a Participant sends an answer at 2.00 PM but it was received by Organizer only at 3.00 PM, then 3.00 PM time will be considered for Winner Selection process. The Participant undertakes not to challenge the selection process of Winner(s) in case of tie in the number of points scored, since the time at which the SMS was received by Organizer will be considered for selecting the Winner.

Participants hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Competition to know the Winner and to claim their gratification, if any. Post Winner declaration and completion of their announcement and further process as the case may be if Organizer finds that the declared Winners are wrong then Organizer reserves the right to declare the correct Winners again and cancel the gratification of Winners declared earlier.

A Participant is eligible to win more than one prize during the Competition Period, which means that Participant can win more than one prize provided Participant meets the above said criteria of the respective prizes, subject to Clauses 39 and 40 hereunder.

Without prejudice to the foregoing, the Participants shall not hold OnMobile, the Independent Auditor (defined below) or Vodafone India liable for the Winner selection process under this Competition.

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.

**13.** All prizes will be given after deducting various taxes, license fees and charges as applicable.

**14.** 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. The list of the Winners of the prizes will be published on the **Website** after the end of the Competition and after all the Winner selection process are completed.

**15.** All prizes offered in this Competition will be sponsored and distributed by the Organizer or any third party.

16. All decisions of 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 correspondence or communication shall be entertained in this regard.
17. After the selection and validation of the Winners of all the prizes under the Competition, the Winners will be contacted, by calling them on 3 consecutive days on the number of the Winner registered with Vodafone India, and will be given further details as to how, when and where they can collect their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-67186344 or 080-49080661. 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 requested to provide their address to which the prizes may be sent by Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing the Competition. Delivery of prizes will be subject to the Winners giving the correct address and his/her availability there. The Winners agree that there shall be no liability on Organizer or Vodafone India in the event such message does not reach such Winner on any account for any reason 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.
18. Without prejudice to the foregoing Clause 17, 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 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 the Organizer or 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.
19. 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.



- 20.** Participants may directly contact OnMobile at 080-49080661 regarding any queries/ complaints pertaining to the Competition between 9.00 AM to 9.00 PM, on all working days except public holidays. Alternatively, Participants may send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Participants in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.
- 21.** 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 current Competition and any such competition(s) as may be active for participation during the Competition Period. Also the Participants 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 competition.
- 22.** Organizer, 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. Organizer may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants, unless otherwise mentioned herein.
- 23.** By participating in the Competition, Participants consent to the following information relating to them to be exchanged between Vodafone India, OnMobile 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 Participants also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.
- 24.** Prize(s) under this Competition shall not be transferable. 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.
- 25.** All prizes offered in this Competition are subject to availability. Organizer reserves the right to provide alternate models or brands of the same value, for any of the prizes or issue a Bank Gift Card (defined below) for the value of the prize won under the Competition, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Card.
- 26.** This Competition might 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.

**27.** A Participant shall be considered ineligible if Participant 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 29 herein.

**28.** 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 Competition;
- 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 owner of the Vodafone India number and the same is registered with the operator in the name of the Winner; and
- f. Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable law.

**29.** 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 the Organizer.

\*\*\*A Participant earning prize in excess of INR 10,000/- in a year in aggregate from all competitions or offers conducted by OnMobile as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.

**30.** Neither Vodafone India nor OnMobile is responsible nor guarantees the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of goods or services so obtained or availed, by the Participants under this Competition. The Participants shall not have the right to claim any damages, loss or costs from OnMobile or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever.

**31.** The Participants shall not have the right to claim any damages, loss or costs from Organizer and Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever.

- 32.** Organizer and Vodafone India are not liable for any claim of any loss or damage of any nature whatsoever incurred by the Participants in connection with the Competition. The Participants are playing the Competition solely at their own risk. 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, in connection with the Competition.
- 33.** The Gold Card offered as the Bumper Prize hereunder will be organized by OnMobile. The Gold Card may be used by the Winner to purchase Gold only up to the value specified in the respective Gold Card, irrespective of the rate of conversion of Gold at the time of such purchase. The Winners shall not have any claims in matters arising from or in connection with the Gold Card and shall indemnify and keep indemnified the Organizer, Vodafone and the third party issuing the Gold Card. The respective Gold Card may be used only in stores accepting the Gold Cards will be detailed in the Gold Card. You acknowledge and agree that the amount mentioned in the Gold Card may not be fully utilized, subject to change in the rates and related antecedents to such Gold Card; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the prize money for using the Gold Card at the time of purchase and You shall not claim any reimbursements from the Organizer and/or Vodafone India. You hereby agree that the Gold Card are at all times subject to the terms and conditions mentioned in the respective Gold Card and will be applicable to be used only for a limited period as detailed in the respective Gold Card. The Gold Card which may be given to the Winner as a prize shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source ("TDS") @ 30.99% or as applicable from time to time and applicable Value Added Tax on the purchase of the Gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the Gold.
- 34.** The Winner shall not have the right to claim any damages, loss or costs from the Organizer and/or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever.
- 35.** Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organizer 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 or USSD message, delay in time recorded for answering a question through IVR or OBD, including during the tie-breaker process due to technical snags including network failure 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 the Organizer 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 the Organizer or Vodafone India.

36. 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 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).
37. 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.
38. 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 prizes aggregating up to Rupees Five Lakhs only ("**Threshold Limit**"). However,
- a. Notwithstanding the Threshold Limit, if an individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, has not crossed the Threshold Limit and subsequently wins an individual prize in the financial year 2016-17 which results in his/her cumulative winnings for the financial year 2016-17 crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2016-17. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any Vodafone Competition in the financial year 2016-17, individually results in him/her crossing the Threshold Limit in the financial year 2016-17;
  - b. Once any individual Winner, irrespective of the number of mobile connections registered in his/her name, achieves the Threshold Limit for the financial year 2016-17, Participant will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in financial year 2016-17; and
  - c. In the event there are multiple Vodafone competitions live simultaneously, the Winner announcement of which need not follow the same order as the respective Vodafone Competition launch dates, then the order of the Vodafone competitions for the purpose of reckoning the Threshold Limit shall be as determined by the Organizer in its sole discretion, and no claims will be made by any Participant in this regard.
39. In all Vodafone competitions held in the financial year 2015-16, if one individual Winner, irrespective of number of mobile connections registered in his/her name with Vodafone India, has already won prizes aggregating Rupees Ten Lakhs or more for such financial year 2015-16, Participant will be eligible to win prizes worth up to Rupees Ten Thousand only, for the financial year 2016-17.
40. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.

41. 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 OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to any Competition(s) thereunder as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of this Competition caused as a result of such Force Majeure Event to the Participants.
42. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
43. 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.
44. Questions and their answers, designed and sourced by OnMobile, 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 case there is any discrepancy or dispute regarding the questions or answers, neither OnMobile nor Vodafone India nor any third party involved shall have any liability towards any Winner.
45. Vodafone India and the Organizer 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 IVR or SMS or USSD or OBD, including 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, the Organizer 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 the Organizer.
46. Failure by the Organizer 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 the Organizer shall at all times be binding and final.
47. Organizer, 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(s) and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.

- 48.** Vodafone India and/or the Organizer 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 during its validity 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 thereunder will constitute Your acceptance of the latest revised Terms and Conditions.
- 49.** The employees of Vodafone India, OnMobile and their respective group companies, affiliates or associate companies shall not be eligible to win any of the prizes offered in this Competition.
- 50.** Vodafone India and Organizer 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.
- 51.** The Organizer 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 Organizer 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.
- 52.** 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, the Organizer and/or Vodafone India reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
- 53.** Organizer and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant.
- 54.** Organizer'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.
- 55.** 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, OnMobile 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.

- 56.** The Participants shall indemnify and keep indemnified Vodafone India and OnMobile 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 OnMobile 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 Participants under these Terms and Conditions, any failure by the Participant participating in this 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 OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participant.
- 57.** Nothing in the Competition shall affect any intellectual property rights of Vodafone India or the Organizer or any of their affiliates in any product or service made available on the Website.
- 58.** 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 the Organizer, unless expressly specified herein.
- 59.** The Participants hereby irrevocably authorize Vodafone India and its 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 Vodafone India's brand.
- 60.** The Winners' names will be announced as registered in the system of Vodafone India.
- 61.** This Competition is skill based and is being made purely on a "best endeavor" basis and participation of Participants is voluntary, and subject to acceptance of these Terms and Conditions.
- 62.** The provision of this services, the Competition and other promotional endeavor may not be used for any commercial purpose by any Participant.
- 63.** 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.
- 64.** These Terms and Conditions are subject to laws of India, and subject to the Clause 66, the Courts at Mumbai shall have exclusive jurisdiction.

**65.** Any disputes or any matter arising here from will be referred to arbitration, in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996 and shall be conducted by a sole arbitrator to be appointed by Vodafone India, whose decision shall be final and binding on the parties to the dispute. The arbitration proceedings shall be conducted in English language and the venue of arbitration shall be Mumbai.

**66.** Please Note: The Subscriber/Participant shall be solely responsible for the inputs provided by them for the registration/participation in the Competition.