

TERMS AND CONDITIONS OF Recharge Challenge for Gold and Car – Season 6

PLEASE READ THESE TERMS & CONDITIONS (“T&C”) CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS CHALLENGE KNOWN AS **Recharge Challenge for Gold and Car – Season 6**. BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS **Recharge Challenge for Gold and Car – Season 6**, YOU HEREBY ACKNOWLEDGE AND ACCEPT THE CHALLENGE AND THEREBY AGREE ON IRREVOCABLE BASIS, TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS & CONDITIONS, PLEASE DO NOT PARTICIPATE IN THIS CHALLENGE.

Terms and Conditions:

The **Recharge Challenge for Gold and Car – Season 6** (hereinafter referred to as “ **Challenge**”) is conceptualized, organized and conducted by OnMobile Global Limited having its registered office at Tower #1 94/1C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase-1, Bengaluru, Karnataka 560100 (hereinafter referred to as “**OnMobile**”) in association with **Idea Cellular Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Suman Tower, Plot No. 18, Sector – 11, Gandhinagar – 382 011 and its corporate office at 10th Floor, Birla Centurion, Century Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400030 (hereinafter referred to as “**Idea**”).

OnMobile and Idea shall hereinafter be jointly or individually as the context may require be referred to as “**Organizer/s**”.

For the purposes of these Terms and Conditions, “**You**” shall mean any natural person who is an Idea subscriber. By participating in this Challenge, 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 have submitted.
- You are acting voluntarily, using your own time and resources to participate in the Challenge solely at your own risk.

These Terms and Conditions are available on the website at the following address: www.ideacellular.com or on <http://idea.contestzone.in/> (“**Website**”). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website periodically to keep yourself updated and informed.

Public

1. Procedure and Eligibility to participate:

This Challenge is available only to the Active Subscribers of Idea who have subscribed to the Challenge and who fulfill the following criteria:

- He/she must be of or above 18 years of age;
- He/she must be a resident the below mentioned Circle;
- He/she must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind;
- He/she must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.
- If the Subscriber has ported out from Idea during the contest period, the Subscriber will not be eligible for any gratification.
- However, it is to be noted that the Challenge shall be open to the Subscribers who have done the recharges (**All TOPUPS**) of their MSISDN on or before 21st Aug 2017, 23:59 hours. For any recharge done after 00:00 hours of 21st Aug 2017 Customer shall not be allowed to participate.

The employees of the Organizers and of their group companies, affiliates or associate companies shall not be eligible to participate in the Challenge.

2. Nature of Challenge and Gratification

Contest Mechanics: The Challenge is available on IVR and SMS. The Challenge consists of 541 skill and knowledge based questions with two answer options for each question. The Subscribers may press 1 for option 1 or press 2 for option 2 on their phone keypad to answer each question of the Challenge. All questions are in multiple choice format and the answer to each must be selected from one of the 2 options only.

Gratification:

The summary of the gratification is provided in the table herein below:

Prize Model	Criteria	Minimum Points to Score	Product	Selection	Value
Bumper Prize	1 MSISDN across circles	5000	Hyundai I20	Across all circles	550000

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Monthly Prize	1 MSISDN across circles	500	Iphone7	Across all circles	60000
Circle Free Bumper	1 MSISDN per circle	10	Gold Voucher	Per circle	25000
Fab Friday	1 MSISDN across circles	40	Shopping Voucher	Across all circles	5000
Weekly Prize	1 MSISDN across circle	240	32' LED TV	Across all circles	15000
Weekly Special TT prize	2 MSISDN per circle	150	Recharge	Per circle	500
Daily 1st Prize	1 MSISDN per circle	60	Recharge	Per circle	100
Daily 2nd Prize	4 MSISDN per circle	30	Recharge	Per circle	50
Daily Early Bird Prize	Daily 500 MSISDNs	2nd Question	Recharge	Across all circles	30

Method of Selection:

Bumper Gratification

The selection for the Bumper Gratification will be conducted after the Challenge ends. One MSISDN across circles*, with minimum score of 5000 points, during the Challenge will become eligible for Hyundai I20 worth up to Rs. 5,50,000.

Monthly Gratification

The selection for the Monthly Bumper Gratification will be conducted after the Challenge ends. One MSISDN across all circles for each month, with minimum score of 500 points, during the month will become eligible for Iphone7 worth up to Rs. 60,000.

One MSISDN can get monthly gratification only once in the challenge.

Circle Free Bumper Gratification

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The selection for the Circle Free Bumper Gratification will be conducted after the Challenge ends. One MSISDN per circle group*, with minimum score of 10 points, in the Challenge will become eligible for Gold Card worth up to Rs. 25,000. Such gold cards shall be issued by any scheduled bank of India.

One individual eligible user irrespective of the MSISDN can get only one of the above gratifications.

Fab Friday

The selection for the gratification will be conducted as per the Fab Friday schedule****. One MSISDN across all circle groups*, with the minimum cumulative score of 40 points, on that day is selected as the eligible user for a shopping Voucher worth up to Rs. 5000.

One MSISDN can get this gratification only once in the Challenge.

Weekly Gratification

The selection for the Weekly gratification eligible user will be conducted as per the Weekly schedule***. One MSISDN across circle groups*, with the minimum cumulative score of 240 points, during that week, will be selected as the eligible user for a 32' LED TV worth up to Rs. 15,000.

One MSISDN can get Weekly gratification only once in the Challenge.

Weekly Special Talk Time Gratification

Two MSISDNs per circle groups, with the minimum cumulative score of 150 points in the least amount of time during that week, will become eligible for Mobile recharge worth up to Rs. 500.

One MSISDN can get Special Talk Time Gratification only once in the Challenge.

The selection for the Weekly Gratification will be done within 15 working days

In case of a tie in the selection in the Circle Free Bumper Gratification, Monthly Bumper Gratification, Bumper Gratification, Fab Friday and Week Gratification in 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 tied 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 tied MSISDNs 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.

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Daily 1st Gratification

The selection for the Daily 1st Gratification will be done within 15 working days. One MSISDN per circle, with minimum score of 60 points in the least amount of time, on that day, will become eligible for Mobile Recharge worth up to Rs. 100.

One MSISDN can be eligible for the Daily 1st Gratification only once in the Challenge.

Eligible MSISDN will be removed from the list of eligible subscriber for the daily 2nd gratification of that day.

Daily 2nd Gratification

The selection for the Daily 2nd Gratification will be done with 15 working days. Four MSISDNs per circle, with minimum score of 30 points in the least amount of time, on that day, will become eligible for Mobile Recharge worth up to Rs. 50.

One MSISDN can be eligible for the Daily 2nd Gratification only once in the Challenge.

Daily Early Bird Gratification

The selection for the Early Bird Gratification Eligible user will be conducted during the challenge. First 500 MSISDNs daily across all circle groups*, who attempts 2nd question, will be selected as the eligible user for Mobile Recharge worth up to Rs. 30.

One MSISDN can be eligible for this gratification only once in the Challenge.

3. Challenge Period and Telecom circles

The Challenge is open for a limited period from **24th May 2017, 00:00:01** hours to **21st August 2017, 23:59:59 hours**, both days inclusive in the following telecom circles ("**Circle(s)**"):

List of Circles

Sl no	Circle-Group
1	ANDHRA PRADESH
2	PUNJAB
3	GUJARAT
4	UPW
5	Bihar
6	HP
7	J&K
8	Haryana
9	Karnataka
10	Kerala
11	TN
12	Delhi
13	MP
15	UPE
15	MH
16	RJ

4. Applicable Charges

IVR	Rs. 3 / Day
SMS	Rs. 3 / Day
Any other	NA

Charging:

- The Subscribers will be charged Rs.3 for each Day for the answers given by the Subscribers to the corresponding question in the Challenge.
- The charged amount will not be refunded to Subscribers under any circumstances.

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- In case the Subscriber stops participating in the Challenge at any time, the independent system of the Organisers will charge subscriber for all questions answered till that time, in the event charging for any answer has been unsuccessful. Answers for which the charging has not been successful shall be disregarded for the purpose of Highest Scorer selection.
- In case the charging is unsuccessful for any Subscriber playing on Voice, including due to insufficient balance in the participating MSISDN of the Subscriber, a 'Low Balance' prompt shall be played to the Subscriber and the call will be dropped. In case the charging is unsuccessful for any Subscriber playing on SMS, including due to insufficient balance in the participating MSISDN of the Subscriber, a 'Low Balance' SMS shall be sent to the Subscriber.
- After completing all the questions of the current day, in case the Subscriber has missed answering questions for previous day, for which they were successfully charged, the Subscriber shall be informed through IVR/SMS about these missed questions, and shall be entitled to play all such accumulated missed questions of the challenge. If a/the Subscriber subscribes to the Challenge after few days of the launch date, then also Subscriber will be able to play the missed question of the earlier days when they were not subscribed.

Questions eligibility based on charging is as follows:

1. Subscribers who are charged Rs. 3 will get to answer 6 questions.
2. Subscribers who are charged Rs. 2 will get to answer 4 questions.
3. Subscribers who are charged Re. 1 will get to answer 2 questions.

The aforesaid charges paid by the subscribers are towards the service and no additional charge is collected from the subscribers for participating in the Challenge.

Challenge on Voice:

- The Challenge will be available on 552560 on Voice, for Rs. 3/- per day.
- Subscribers will be informed about the participation charges for the Challenge, gratification and Terms and Conditions URL, when they call the Toll-free number 552560 to participate in the Challenge.
- After every question and answer options, a "beep" prompt will play. All Subscribers can answer questions only after the "beep". The time taken for answering a question is calculated from the time the question, answer and the "beep" prompts finish playing till the time the Subscriber provide an answer by pressing the relevant key.
- The Subscribers can press * to listen to a question again.
- The questions under the Challenge shall be based on information available to the public at large.

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For every right answer the Subscriber will get 10 point. There is no negative marking for a wrong answer.

- After every answer, the Subscriber will be played an appropriate response and given the next question and answer options.
- The independent system of the Organizers will continue playing questions one after the other, while the corresponding charging happens for the questions played. A jingle will be played to users till the charging response is received back to system.
- In case the charging is not successful, a 'Low Balance Prompt' is played and the call is dropped. The answer input given by Subscriber will be discarded and this question will remain as an unanswered question and may be given to the Subscriber again sometime during the Challenge period. For the purposes of selection of the Highest Scorer for any of the gratifications under this Challenge, only answers for which the charging has been successfully completed shall be considered for the purposes of Highest Scorer selection.
- If the Subscriber stops participating the Challenge after answering the nth question, then when Subscriber calls on the number 552560 again or sends DREAM/GOLD/CAR as an SMS to 552560; the Subscriber will be given the (n+1) th question.
- If Subscriber stops participating in the Challenge without answering the nth question, then when Subscriber calls the afore-mentioned number, the Subscriber will be given the nth question, which may be different from what Subscriber received previously, i.e., if a Subscriber listens to the 4th questions but drops the call without answering the 4th question, then when the Subscriber calls again, Subscriber will be given the 4th question, which may be different from what Subscriber received previously.
- The Subscribers may discontinue participating in the Challenge anytime by sending 'STOP' an SMS to 552560.

Challenge on SMS:

- The Challenge will be available on SMS on 552560.
- Each Subscriber shall be charged Rs. 3/- per day sent as an SMS to the number 552560, irrespective of whether the answer is correct or wrong. In case of unsuccessful charging, an appropriate prompt SMS will be sent to the MSISDN of the Subscriber, informing subscriber of the unsuccessful charging. For the purposes of selection of the Highest Scorer for any of the gratifications under this Challenge,

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only answers for which the charging has been successfully completed shall be considered for the Highest Scorer selection.

- Subscribers may participate in the Challenge by sending the keyword DREAM/GOLD/CAR to 552560 as an SMS to receive a question and answer options and then sending a response to 552560 by typing 'A' or 'B' or by sending 'A' or 'B' as a response to the question that they received last.
- For every right answer the Subscriber will get 10 point. There is no negative marking for a wrong answer.
- After every answer, the Subscriber will be sent an appropriate response, with the updated score and given the next question and answer options.
- A Subscriber can play the Challenge only once.
- In case of charging not successful, a low balance SMS will be sent to user urging subscriber to recharge his/her phone and continue playing the Challenge. This question will be considered as unanswered and user can answer this question later.

The Subscribers may discontinue playing the Challenge anytime by sending 'STOP' an SMS to 552560.

5. The gratifications offered in this Challenge are sponsored and distributed by the OnMobile. Idea is only providing information and data in relation to the Active Subscribers to facilitate the Challenge. Idea shall not be held responsible or liable for non-delivery. in the gratification.

6. The highest scorers of the Challenge results will be announced within 15 days. The highest scorers will be contacted/communicated through a voice call from 080-49080661 or 080-40096344. In case of any daily gratification of recharge the communication about the highest scorers will be done within 15 days of the relevant day. In case of weekly gratification of recharges, the communication about the highest scorers will be done within 15 days of the relevant week. Failure on the part of highest scorers to acknowledge the email/SMS/call as stated herein or to redeem the gratification at the time of delivery will entitle the Organizer to forfeit the gratification at its sole discretion or disqualify the highest scorer and replace the earlier participant with next eligible participant. The names of highest scorer will be announced as registered in the system of Idea. The list of the highest scorer of the gratification will also be published on the Website.

In case of a tie in the selection in the Highest Scorers for any of the above Gratification, except Recharges in 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 tied MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker

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has 35 questions, and there is a tie in this, then, the time taken for tied MSISDNs 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.

This Challenge 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 the Organisers ("Force Majeure Event"). The Organisers shall not be liable for any delay or adverse effect caused to this Challenge thereunder as a result of a Force Majeure Event. The Organisers shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Subscribers within reasonable time.

7. Any gratification of value in excess of INR 10,000/- in a year will attract deduction of tax at source and all taxes on the gratification/s shall be paid by the highest scorer at the prevailing rate. All gratification will be given after deducting various taxes, license fees and charges as applicable. All incidental costs (*i.e. costs for collecting gratification including but not limited to travel from highest scorer's place of residence to venue, lodging, boarding, food, local transport etc in case of meet & greet event as gratification or insurances, transfer fees, registration fees, all the expenses over ex-showroom price etc in case of vehicle/car offered as gratification*) /taxes/levies related to the gratification(s), if any, shall be exclusively borne by the highest scorers including but not limited to TDS, Gift tax (if any), road tax, Insurance as may be applicable and any other taxes levied by the Central, State or Municipal government.

8. The Organizers may use sub-contractors or third party vendors to execute certain tasks associated with this Challenge, without your consent.

9. The Organizers shall not be responsible for any delay on part of a third party including the courier agency in delivering the gratification.

10. DND subscribers will not be sent any engagement SMS as DND subscribers themselves have to discover about the Challenge. By entering the Challenge, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages and alerts including without limitation any updates regarding the present Challenge.

11. By participating in the Challenge, subscribers consent to the following information relating to them to be exchanged between Idea, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media as Organizers may deem fit, for the purpose of announcement of highest scorers: name, mobile number, score and/or photograph. Organizer may, at their discretion, choose not to disclose the identity of the selected highest scorers to other subscribers unless expressly mentioned herein. The subscribers 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 within India only.

12. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in the Website and all material or content related to the Challenge shall at all times be owned by the Organizers and/or their respective owners. All material and content on the Website is made available for your personal and non-commercial use only. Any other use of the material/ content available on the Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

13. The Organizers are neither responsible nor guarantee the quality of the goods or services being offered as gratification nor are they liable for any defect or deficiency in goods or services offered as gratification under this Challenge. The subscribers shall not have the right to claim any damages, loss or costs from the Organizers for delay in delivery of the gratification(s) on any grounds whatsoever. The pictures of gratification depicted on the Website/promotional material/Facebook page etc. are only indicative and the actual gratification may vary from the depictions.

In case of *“Meet And Greet”* as gratification which involves interaction with the celebrity, the highest scorer shall maintain proper decorum, discipline and follow the instructions given by the Organizer. Organizer reserves the right to dismiss, remove, expel, evict, disqualify or refuse participation of any highest scorer in the ‘Meet and Greet’ session if the highest scorer indulges in any activity, conduct or behavior which brings about/or would bring about disrepute, disgrace, dishonor, disrespect or embarrassment to the celebrity /event.

14. The Organizers make no representation of having a business relationship or tie up with any such companies, individuals or any other organization whose products are offered as gratifications in the Challenge. All trade names shall continue to remain owned by their respective owners.

15. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organizers including, but not limited to, meeting of the subscriber's requirements or aspirations with respect to Challenge, timeliness, security, delivery, quality, merchantability or fitness of telecom/internet services, non-disruption or error free operation of telecom/ internet services , delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods/services/merchandise/benefits/ awards offered through the Challenge; and (b) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Challenge shall be construed to mean the giving of any warranty of any kind by the Organizers.

16. The gratification(s) shall be given subject to compliance by the highest scorer of all the applicable statutory legislations, processes and formalities and production of all relevant documents/papers as may be required by the Organizers before accepting the delivery of the gratification. Any failure on the part of the highest scorer to comply with directions issued by the Organizers for claiming gratification shall entitle the Organizers to forfeit the gratification(s) or roll the gratification over to the next highest scorer, at their sole discretion.

The documents required to be submitted by the highest scorer include the following:

- Identity Proof;
- Photocopy of PAN Card;
- Address Proof

17. The gratification(s) under this Challenge are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. No other person or agent can claim the gratification on behalf of the highest scorer, unless otherwise expressly mentioned herein.

Apart from the entitlement to the above gratification(s), the highest scorer or his/her legal heirs/successors/representative will have no other rights or claims against the Organizers.

18. The Organizers, at their sole discretion reserve the right to substitute gratification(s) of equal or greater value at any time. However, under no circumstance shall the highest scorer of the Challenge be entitled to redeem any category of gratification for cash.

19. To claim gratification/s under the Challenge, the MSISDNs/subscribers chosen as the highest scorers shall be required to be Active Subscribers of Idea at the time of announcement of Challenge results. The highest scorers shall not be entitled to the gratification in case he/ she fails to clear all outstanding dues payable to Idea.

20. Any subscriber providing any incorrect information or concealing/withholding any information from the Organizers with an intent to participate and/or be chosen as the highest scorer of the Challenge will automatically be disqualified from participating in it and being chosen as the highest scorer. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Idea number, domicile, payment of outstanding amount to Idea or any other information provided by the subscriber, shall entitle the Organizers to disqualify him/her without any further intimation.

21. Apart from the entitlement to the above gratifications, the highest scorer or their legal heirs, successors and representative will have no other rights or claims against the Organizers.

22. You shall indemnify and keep indemnified the Organizers 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 the Organizers may incur, pay or become responsible/liable for as a result of your breach or alleged breach of the representations or obligations under the Terms and Conditions hereunder, your failure to comply with applicable law and any third party claim in respect of misuse of any information of a third party.

23. The Organizers and/or their respective affiliates, directors, officers, employees, agents shall not be held responsible and liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, that may be incurred or for any personal loss or injury that may be suffered (including loss of life), by a participant and/or highest scorer and/or any third party, directly or indirectly, by reason of Challenge or the Challenge gratification(s).

The Organizers shall not be responsible for any claims arising out of any failure(s) which is beyond their reasonable control. Without limiting the generality of the foregoing, the Organizers shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Challenge, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.

24. You hereby agree and undertake not to hold the Organizers and/or any of their group entities or affiliates, their respective officers, employees, agents 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 Challenge.

25. The gratification shall be handed over by OnMobile on receipt of all the documents from the highest scorer required to process the distribution of the gratification.

26. This Challenge including the gratification thereof cannot be used in conjunction with any alternative offer or promotion of a similar nature.

27. This Challenge 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 the Organizers ("**Force Majeure Event**"). The Organizers shall not be liable for any delay or adverse effect caused to Challenge as a result of a Force Majeure Event. The Organizers shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the subscribers within reasonable time.

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28. The Terms and Conditions stated herein shall not override the terms and conditions of the subscriber Enrolment Form.

29. This Challenge 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.

30. The decision of the Organizers in respect of all transactions under this Challenge including without limitation the selection of the highest scorers shall be final and binding. Participant hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Challenge 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.

31. Questions and their answers, designed/sourced by the Organizers, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, neither the Organizers nor any third party involved shall have any liability towards any subscriber.

32. The Organizers reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge or any part thereof including the eligibility criteria, the Terms and Conditions and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the subscribers. The latest revised version of the Terms and Conditions shall be effective and binding on the subscriber 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 participating in the Challenge.

33. The Organizers reserve the right, at any time, to unconditionally disqualify any Idea subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Challenge, without giving any prior intimation to such subscriber. Failure by the Organizers to enforce any of their rights at any stage does not constitute a waiver of those rights.

34. Any attempt by a subscriber to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the Organizers reserve the right to seek damages from any such subscriber to the fullest extent permitted by law.

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35. The Challenge and these Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the courts in Mumbai, India.

36. The subscribers may contact OnMobile at 080-49080661 (toll-number) regarding any queries/complaints pertaining to the Challenge between 9.00 AM to 9.00 PM, on all working days except public holidays. Alternatively, subscribers may send an email to contest@onmobile.com which shall be answered on working days between Monday to Friday. All disputes must be addressed by the subscribers in writing to OnMobile, and Idea shall neither be responsible nor shall entertain any communication in this regard.

37. Subscribers hereby agree and confirm that Subscriber is aware that an SMS sent by the Subscriber may not be received by the Organizers instantly due to various factors outside the control of the Organizers 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 Subscriber sends an answer from his/her handset. For example – If a subscriber sends an answer at 2 PM but it was received by Organizers only at 3 PM, then 3 PM will be considered for Winner Selection. The Subscriber 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 Organizers will be considered for selecting the winner.

38. The Organizers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the subscribers.

39. The officers of the Organizers, including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any subscriber in respect of the Challenge.

40. The provisions of this Challenge and any other promotional endeavor may not be used for any commercial purpose by any subscriber.