

Part –A Campaign Name: PowerPlay Quiz Campaign Season- 4 (10/10)

- **Campaign Period** – From **13th Jun, 2017** 11:00:00 hours to **16th Jun, 2017** 23:59:59 hours.
- For the avoidance of any doubt, please note that the gratifications offered under this Campaign are solely sponsored and distributed by PowerPlay Quiz for the Winner(s) (defined later) of this Campaign to be participated by the Paytm user.
- A Paytm user (participating in this Campaign shall be referred to as "**Participant**") by participating in the Campaign, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the winner as set out herein, and any appropriate changes that may be made to this Campaign by PowerPlay Quiz, 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 PowerPlay Quiz, its affiliates and associates or for any other reason whatsoever.
- 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.
- These Terms and Conditions are available on the website **<http://www.quizwin.mobi/deal/tnc>**. The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website periodically to keep yourself updated and informed.
- By participating in the Campaign, You indicate your acknowledgement and acceptance of these Terms and Conditions.

1. Unconditional Approval/Acceptance:

- 1.1. The Participant is aware that answers submitted on the WAP portal and sent by the Participant may not be received by PowerPlay Quiz instantly due to various factors outside the control of PowerPlay Quiz such as Network failure, system failure etc.
- 1.2. The time at which the Participant answered through click on WAP portal from his/her handset will not be considered even if it is earlier. (Example – Participant sent answer at 14:00hrs but it was received by PowerPlay Quiz only at 15:00hrs. PowerPlay Quiz will consider the time as 15:00hrs only).
- 1.3. The Participant undertakes not to dispute/challenge the delay caused in receiving the answer through WAP by PowerPlay Quiz due to network failure, system failure, etc., which are beyond the control of PowerPlay Quiz
- 1.4. **The winner may require a valid Paytm KYC verified account, for the purpose of claiming gratification under this Campaign.**
- 1.5. He/she must be registered Paytm User through which they attempted to play the Campaign and chosen as the Winner(s) under this Campaign. The participant must have Paytm account on his/her own name through which they are buying packs/questions.

2. Charging:

To participate in/register for the Campaign, the Participants have to:

- 2.1 Buy question packs available on the PowerPlay Quiz portal to play the Campaign by following the below mentioned steps:

- a. Click/Type PowerPlay Quiz URL (<https://goo.gl/YXPUXR>) on his/her mobile phone/laptop/desktop
 - b. After clicking/typing on the above mentioned URL, he/she will be redirected to Quiz portal (Home page)
 - c. Login with your Paytm account credentials
 - d. After successful login, Participant will be redirected to store page
 - e. After successful purchase he/she will be redirected to question page and shall be able to answer the questions.
- 2.2 Participant(s) can buy pack of questions for maximum 3 times in a day during Campaign Period. Participant would get "buy options" to select from and post giving consent on Paytm Payment page, participant shall be charged. Below are the various pack options for the participant:

Pack Price	No. of Questions
₹ 10.00	10

- 2.3 For every question participant will get pre defined time to answer.
- 2.4 The charged amount will not be refunded to Participants under any circumstances.
- 2.5 The participant will be granted questions according to the question pack as pasted above. The pack/question is available till the tenure of the Campaign Period, if there would be question which is left to be played and Campaign Period expires then the unplayed question will be forfeited by PowerPlay Quiz and unplayed question and points which he/she has earned shall not carry forward to any other campaign organized by PowerPlay Quiz in future.
- 2.6 Participants shall be asked skill/knowledge based questions during the Campaign Period.
- 2.7 Participants must be active during the Campaign Period and will be informed by PowerPlay Quiz from time to time about their engagement towards Campaign through WAP/APP and/or SMS Channels.
- 2.8 If a Participant(s) gets more questions than what s/he purchased due to any type of error, PowerPlay will select Winners only on the basis of the number of purchased questions answered correctly. The additional questions will be scrapped.

3. Point System:

- 3.1. For every right answer, participants will get 1 Point each.
- 3.2. There will be no negative marking.

4. Packs Limit:

Participants can buy pack for maximum 3 times in a day during Campaign Period. The questions may get repeated.

5. Winner Selection Criteria

Winner(s) selection shall be done based on the following criteria:

- 1) All participant giving correct answers of questions in a pack will get Paytm Cash as per the below mentioned table in clause 6 (A):

6. PRIZES:

A. Assured Prize -

All participant giving correct answers of questions in a pack will get Paytm Cash as per the below mentioned table:

No. of Right Answers in a pack	Paytm Cash
10	₹ 20.00
9	₹ 5.00
8	₹ 5.00
7	₹ 5.00
6 or less	₹ 0.00

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

***Disclaimer:** The residents of the state of Tamil Nadu (as per Tamil Nadu Prize Scheme (Prohibition) Act 1979) and wherever else prohibited by Law, shall not be entitled to participate in this Campaign as applicable.

The selection of all the winner(s) shall take place within 48 working hours & the gratification shall be distributed thereafter.

7. WINNER SELECTION AND ANNOUNCEMENT:

- 7.1. The Participant would be selected as winner by PowerPlay Quiz. Post selection of winner(s), the results will be published on mentioned link www.quizwin.mobi/winners
- 7.2. PowerPlay Quiz shall also make three (3) attempts within 48 working hours after declaration of winner(s) of the Campaign to gratify the winner on their registered Mobile Number (with Paytm). Post which PowerPlay will not be responsible for winner gratify
- 7.3. All decisions by PowerPlay Quiz regarding the selection of winner(s) shall be final and binding.
- 7.4. The gratification under this Campaign is neither assignable nor transferable under any circumstance, unless specifically provided hereunder.
- 7.5. The gratification to winner shall be given subject to compliance with all applicable statutory legislations including RBI guidelines in respect of prepaid payment instrument, processes and formalities (including KYC formalities as may be applicable) in connection with the gratification and on production of all such documents/papers as may be applicable and required by PowerPlay Quiz.

- 7.6. Any failure on Participant/Winner part to comply with directions issued by PowerPlay Quiz for claiming the gratification shall entitle PowerPlay Quiz to forfeit the gratification.
- 7.7. **Eligibility for claiming the prize:** To be eligible to claim the gratification/s under the Campaign, the winner **may require a valid Paytm KYC verified account (as per RBI guidelines). If the Paytm account is not KYC verified, the winner must submit documents for KYC and get his/her account KYC verified before claiming the prize.**
- 7.8. All gratification must be claimed by the winner(s), along with the documents (if applicable) specified herein below within the 48 hours by the Organizers. The documents required to be submitted along with the claim by the Winner(s) include the following (the document list* is only inclusive and not exhaustive and can change as per the requirements of law):
- a) Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc)
 - b) Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc. mandatory)
 - c) One passport size photo (compulsory)
 - d) Postpaid bill (for postpaid user) (additional document)
 - e) PAN card copy self-attested
 - f) Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.
- *(the document list is only inclusive and not exhaustive and can change as per the requirements of Law or Organizers). If the winner fails to comply with the herein set requirements his/her right to win the prize shall be forfeited. Once the winner's documents have been received and confirmed the result will be published on <http://quizwin.mobi/winners>
- 7.9. PowerPlay Quiz does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the participants.
8. The gratifications offered in this Campaign will be sponsored and distributed by PowerPlay Quiz. And, PowerPlay Quiz, at its sole discretion, may or may not provide an exchange/alternative to the gratification being offered in this Campaign.
9. Any gratifications to a person/participant of value in excess of INR 9999 daily , will be subject to deduction of taxes. PowerPlay Quiz shall in advance deduct TDS amount which is 30% of gratification/prize amount as per applicable Income tax rules. In case the prize is delivered/ given to the winner, then the winner shall pay TDS by Demand Draft (DD) equal to the TDS amount in advance in favour of One97 Communications Ltd.
10. This Campaign is skill based and is being made purely on a "best effort" basis and participation of eligible Participants is voluntary, and subject to the applicable terms and conditions.

- 11.** By entering the Campaign, 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 daily updates on the score under this Campaign from PowerPlay Quiz, as they may in their sole and absolute discretion decide.
- 12.** Participants may contact PowerPlay Quiz at care@quizwin.mobi regarding any queries/complaints pertaining to the Campaign between 9:30 AM to 6:30 PM, on working days from Monday to Friday. All disputes must be addressed by the Participants in writing to PowerPlay Quiz. Further, any information that the Participant may request in connection with the Campaign, may be provided by PowerPlay Quiz to the Participant, at the sole and absolute discretion of PowerPlay Quiz, depending on the nature of the information requested, and any such information may be provided only during the period of Campaign. No such request shall be entertained thereafter. PowerPlay Quiz further clarifies that any information requested by any Participant shall only concern that Participant and under no circumstances will PowerPlay Quiz provide confidential information or information pertaining to other Participant(s).
- 13.** We will entertain queries maximum for the period of one month, from the time the Campaign Period ends on completion of one month period, we will not be held accountable/answerable for the queries raised by the participants.

Part-B Terms & Conditions:

- 1.** The participation in the Campaign is open only for the Campaign Period for the Indian citizens of 18 years of age or above. Employees of Paytm (including their family members) and of their group companies, affiliate or associate companies, shall not be eligible for any of the gratifications under this Campaign. In case it comes to the knowledge of PowerPlay Quiz /Paytm that any winner is an employee of Paytm or their family member, PowerPlay Quiz reserves the right to forfeit the gratification. Further, to participate in Campaign the participant needs to have registered Paytm account.
- 2.** The residents of any state within territory of India, wherever prohibited by Law shall not be entitled to participate in this Campaign as applicable.
- 3.** By participating in this Campaign, participants have given us the right to use your name, photograph and other personal details for the purpose of this Campaign including announcing your name as eligible participant on social media, Paytm platform, or in public domain.
- 4.** By participating in the Campaign, participants consent to the following information available on Paytm platform and their concerned vendors and/or published or otherwise communicated to in any media that PowerPlay Quiz may deem fit, for the purpose of winner's announcement: name, mobile phone number, score and/or photograph. PowerPlay Quiz may, at their discretion, choose not to disclose the identity of the selected winner(s) to other participants unless expressly mentioned herein. The participants also consent to the information being shared by Paytm with its affiliates and service providers and to the information being processed and stored in the servers of Paytm or its service providers, inside or outside India.

5. Participants acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP/APP, Website and all material or content related to the Campaign shall remain, at all times, owned by Paytm/ PowerPlay Quiz and/or their respective owners. All material and content contained is made available for participant's personal and non-commercial use only. Any other use of the material/ content on the platform and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
6. **Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED including, but not limited to, meeting of the participant's requirements or aspirations, timeliness, security, the results or reliability of the Campaign, delay in sending or receiving the SMS for participating in the Campaign, delay in time taken or recorded for answering a question under the tie-breaker process, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Campaign or any transactions effected through the Campaign; (b) The participant expressly agree that his/her participation in the Campaign is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind.**
7. The gratification(s) under this Campaign are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the gratifications shall be subject to such other T&C as may be applicable to specific gratification and shall have to be duly complied by the winner(s).
8. The gratification(s) to the winner(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents/papers as may be required by PowerPlay Quiz before accepting the delivery of the gratification. Any failure on the part of the winner(s) to comply with directions issued by PowerPlay Quiz for claim of gratification shall entitle PowerPlay Quiz to forfeit the gratification(s) or roll the gratification over to the next eligible winner(s), at their sole discretion.
9. Any participant providing any incorrect information or concealing/withholding any information from PowerPlay Quiz with intent to participate and/or be chosen as the winner(s) of the Campaign will automatically be disqualified from participating in it and being chosen as the winner(s) of the different categories of gratification. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Operator number, domicile etc. by the participant or dispute with the platform, shall entitle PowerPlay Quiz to disqualify him/her without any further intimation.
10. The participants shall indemnify and keep indemnified PowerPlay Quiz /Paytm and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which PowerPlay Quiz /Paytm may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the

representations or obligations of the Participants under the T&C hereunder, any failure by the participants to comply with applicable law and any third party claim in respect of misuse of any information of a third party. PowerPlay Quiz /Paytm shall have the right to defend themselves, pursuant to this Clause, at the cost of the participants. PowerPlay Quiz /Paytm or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner(s) or any third party, in connection with the Campaign. It is expressly provided that transaction shall be between Participant & PowerPlay Quiz only.

- 11.** All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the winner(s), including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government. The participant/s who have won the gratifications have to make their own arrangements for travel, accommodation to claim the gratification (if applicable); PowerPlay Quiz shall not be responsible for the same or any cost of travel and accommodation incurred by any of them.
- 12.** The participants and Winner(s) hereby irrevocably authorize PowerPlay Quiz and its owners, affiliates, subsidiaries, associates to use the data gathered during and/or after the Campaign in respect of the Participant (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the Campaign, participant/s confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future campaign from PowerPlay Quiz.
- 13.** This Campaign is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of PowerPlay Quiz ("**Force Majeure Event**"). PowerPlay Quiz shall not be liable for any delay or adverse effect caused to this Campaign there under as a result of a Force Majeure Event. PowerPlay Quiz shall intimate the suspension of Campaign caused as a result of such Force Majeure Event to the participants within reasonable time.
- 14.** PowerPlay Quiz reserves all the rights to offer any amount/voucher/any other prize equivalent to the cost of the prize.
- 15.** This Campaign is subject to guidelines/directions issued by any applicable competent authority from time to time.
- 16.** Questions and their answers, designed/sourced by PowerPlay Quiz, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, the decision by PowerPlay Quiz shall be final and neither PowerPlay Quiz nor any third party shall have any liability towards any participant. No questions whatsoever in this regard will be entertained.
- 17.** PowerPlay Quiz shall not be responsible for any claims arising out of technical failures before, during the Campaign or after the completion including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Campaign, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed

through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the participant.

- 18.** PowerPlay Quiz reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Campaign or any part thereof including the eligibility criteria, the T&C and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the participant.
- 19.** Failure by PowerPlay Quiz to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, PowerPlay Quiz may assign any of its rights within the Campaign to any party without prior intimation to participants.
- 20.** PowerPlay Quiz does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the participants.
- 21.** Assured prize as explained in **Clause 6 of Part-A** shall be given as Cheque / Demand Draft/Paytm Cash only on sole discretion of PowerPlay Quiz.
- 22.** The winners understand and agree that PowerPlay Quiz, its owners and affiliates, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a Winner and/or any third party, directly or indirectly, by use or non-use of the Prize.
- 23.** Apart from the entitlement to the Prize, the winners or their legal heirs/ successors/ representative will have no other rights or claims against PowerPlay Quiz, its owners and affiliates. Maximum aggregate liability of PowerPlay Quiz shall not exceed value of the concerned prize in case of any dispute, in pursuance to the terms and conditions herein.
- 24.** The winner(s) understand and agree that acceptance of the Prize by them, constitutes grant of permission to the facilitators to click photographs of the winner and use the winner's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and trade without any additional compensation whatsoever to the winners. The participant/winner hereby provides his/ her irrevocable consent for sharing /submission of his/her personal information to PowerPlay Quiz, and subsequent use by PowerPlay Quiz of such information for lawful purposes as per its discretion.
- 25.** Post winner(s) declaration and completion of their announcement and further process as the case may be if PowerPlay Quiz finds that the declared winner(s) are wrong then PowerPlay Quiz reserves the right to declare the correct winner(s) again and cancel the gratification of winner(s) declared earlier.
- 26.** The Campaign is open to all Indian citizens of 18 years of age or above.
- 27.** The Organizer shall not be responsible for any claims from any Participant or any third party arising out of any failure(s) which is beyond the reasonable control of the Organizer. Without limiting the generality of the foregoing, the Organizer 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. Organizer shall neither make any alteration in the score/data/records for the challenge played by the Participant nor grant any point for the right answered question or extra benefit for the right answered question will be granted to Participant.

- 28.** The Participant's hereby agree and undertake not to hold the Organizer and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this.
- 29.** Any dispute arising out of this offer and terms & conditions of this Campaign shall first be attempted to be resolved amicably through negotiations. In the event, amicable settlement fails, the dispute shall be referred to Mediation. The venue of Mediation shall be at Delhi.
- 30.** These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Delhi.