

Terms and Conditions of 'Summer Bonanza' Contest

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**Summer Bonanza' Contest**”. BY PROCEEDING WITH PLAYING THE ‘**Summer Bonanza' Contest**, 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 ‘**Summer Bonanza' Contest**.

Terms and Conditions

1. ‘**Summer Bonanza' Contest** (hereinafter referred to as the “**Contest**”) is conceptualized and organized by Tata Teleservices Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Jeevan Bharti, 10th Floor, Tower-I, 124, Connaught Circus, New Delhi- 110001 and its corporate office at A & E Blocks, Voltas Premises, T. B. Kadam Marg, Chinchpokli, Mumbai - 400033 and Tata Teleservices (Maharashtra) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Voltas Premises, T. B. Kadam Marg, Chinchpokli, Mumbai - 400 033 (collectively referred herein as “**TTL**”). This Contest is open for participation for the active¹ pre-paid and post-paid category of Subscribers² (“**Subscriber(s)**”) of TTL, during the period from [20th April'15 00:00:01 hrs to 18th June'15 23:59:59 hrs), both days inclusive (hereinafter referred to as the “**Contest Duration**”). TTL and Partners reserves the right to extend or shorten the Contest Duration as it deems fit.
2. This Contest is organized by TTL and sponsored 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 (“**OnMobile**” or “**Partner**”).

The Subscribers understand that the prize/s under the Contest are sponsored and provided by Partner as mentioned above and TTL shall not be held responsible or liable for non-delivery or shortfall or deficiency in the prize/s and all the legal remedies in

¹An 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 offered by Partners and TTL, jointly.

²Subscriber shall mean the rightful user of the TTL 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 Contest, receive the prizes and accept the terms applicable for the Contest.

relation to the prizes shall solely lie against the Partner, subject to these Terms and Conditions.

3. The Contest is open for all active Subscribers who satisfy the eligibility criteria mentioned in Clause 4 below and who belong to the following TTL telecom circles (“**Circle(s)**”) of ANDHRA PRADESH, BIHAR, DELHI, GUJARAT, HARYANA, KARNATAKA, KERALA, MAHARASTRA, MADHYA PRADESH, ORISSA, MUMBAI, PUNJAB, HIMACHAL PRADESH, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, KOLKATA, WEST BENGAL, CHENNAI and TAMIL NADU and who have successfully subscribed to the Contest by following the process mentioned hereunder. Notwithstanding the foregoing, if the operation of or participation in the Contest 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 Contest. No further notice shall be given by Partner or TTL in this regard to the Subscribers.

4. Eligibility

This Contest is open for subscription for all Subscribers who fulfill the following criteria:

- Subscriber must be of or above 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must belong to any one of the Circles mentioned in these Terms and conditions;
- The name and address of the Subscriber must at all times correspond with the name and address of such Subscriber as is registered with TTL during the Contest Duration and on the date of Winner selection and distribution of prizes under this Contest unless otherwise expressly authorized in writing by TTL.
- Subscribers must maintain a minimum balance of Rs.3/- on each day of the Contest to play the Contest on that day; and
- Subscriber must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a Subscriber.

Also, by participating in this Contest, You:

- Agree to these Terms and Conditions and give Your consent for the same;
- Agree that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and TTL or between You and Partner and You are acting voluntarily, using Your own time and resources to participate in this Contest, 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 correctness of all information that You have submitted; and
- Warrant that prior to participating in the Contest, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.

The Contest will be available in English and Hindi languages on Interactive Voice Response (“IVR”).

A Subscriber, by participating in the Contest, hereby agrees to these Terms and Conditions and gives his/her irrevocable consent to the process of selecting the Winners (detailed below) under this Contest as set out herein, and any appropriate changes that may be made to this Contest by TTL including due to any legal, statutory or regulatory requirement, business exigencies, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the TTL or Partners, its affiliates and associates or for any reason whatsoever.

Subscribers are not entitled to play this Contest while on roaming on the TTL network outside their respective Circle. Further, the Subscribers who participate in the Contest and are chosen as Winners of each category of prizes in accordance with the Winner selection process under the Terms and Conditions of the Contest shall be required to be the registered TTL Subscribers of the winning mobile phone number and not merely the players using such mobile number (“**Winner(s)**”). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile connection, TTL reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

5. Subscription

The Subscribers may play to this Contest by calling the toll-free number 543218. It is clarified that a Subscriber may participate in this Contest only through IVR.

Each Subscriber shall be charged Rs 3/- per answer, during the Contest Duration.

If the charging is unsuccessful, a 'not charged' prompt shall be played to the Subscriber and the call will be dropped. The answer given by the Subscriber for such uncharged question shall not be considered for the purposes of this Contest and such question will remain as an unanswered question, which may be played to the Subscriber again, during the Contest Duration.

6. Contest

- The Contest consists of a total of 700 questions, with 2 answer options for each question. The Subscribers can answer the questions by either pressing 1 or 2 on their mobile phone keypad. The Subscribers may answer any number of questions on a particular day at their discretion.
- The Subscribers will be played the questions one after the other till he/she finishes answering all the questions of the Contest.
- The questions under the Contest shall be based on general information available to public at large.
- To listen to a question again the Subscriber can press “*”.
- There will be no negative marking for a wrong answer.
- For every right answer the Subscriber will be entitled to one point. After every answer, the Subscriber will be played an appropriate response followed by the updated score and given the next question and answer options.
- If the Subscriber stops playing the Contest, then he/she may resume playing the Contest by calling the toll free number 543218, during Contest Duration, to receive the next question and answer options.

If the Subscriber stops playing the Contest after answering the nth question then when he/she calls back on the toll free number 543218, he/she will be played the (n+1)th question. If the Subscriber stops playing the Contest without answering the nth question, then when he/she calls back on the toll free number 543218, he/she will be played the nth question, which may be different from what he/she received previously, i.e., if the Subscriber listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back, he/she will be played the 4th question, which question maybe different from what he/she received previously.

7. Selection Methodology

Summer Bonanza Contest					
Prize Model	Product	Budget	Selection	Qty	Total Budget
Bumper Prize	TATA NANO(Ex-Showroom)	200,000	National	1	200,000
Weekly Prize	Smart Phone	10,000	National	8	80,000
Daily Prize	Mobile Recharges	200	National	60	12,000
				69	2,92,000

Bumper Prize: The selection for the Bumper Prize Winner will be conducted after the Contest ends. One MSISDN across all Circle-Groups, as per the schedule of Circle-Groups* given below, who score the maximum points, in the least number of questions, during the Contest Duration will be selected as the Winner of a TATA NANO car worth up to Rs 200,000/-. The Bumper Prize Winner shall not be eligible for the Weekly Prize, during the Contest Duration.

Weekly Prize: The selection for the Weekly Prize will be conducted only for such weeks as detailed in the Weekly Schedule** given below. This selection shall be conducted only after the Contest ends and after the Bumper Prize Winner is selected. After the completion of the Weekly Schedule**, no further selections for the Weekly Prize shall be conducted during the Contest Duration. One MSISDN across all Circle-Groups*, in accordance with the classification of Circle-Groups*, that scores the maximum points, in the least number of questions, during the relevant week, as per the Weekly Schedule ** below will be selected as the Winner of a Smart Phone worth up to Rs 10,000/- for such week. The selection for the Weekly Prize Winners shall be conducted in ascending order of the weeks, as detailed in the Weekly Schedule** below. One Subscriber can win the Weekly Prize only once in the Contest Duration.

Weekly Schedule		
Week	From	To
1	20-Apr-15	26-Apr-15
2	27-Apr-15	03-May-15
3	04-May-15	10-May-15
4	11-May-15	17-May-15

5	18-May-15	24-May-15
6	25-May-15	31-May-15
7	01-Jun-15	07-Jun-15
8	08-Jun-15	18-Jun-15

Daily Prize: The selection for the Daily Prize will be conducted for each day of the Contest and after the completion of the Contest. 1 MSISDN across all Circle-Groups, as per the schedule of Circle-Groups* given below, with maximum points, in the least amount of questions, on each day, will be selected as the Winner of Daily Recharge³ of Rs 200/- for such day. One MSISDN can win the Daily Prize only once in Contest Duration.

Only 1 (one) Individual Winner, irrespective of the number of MSISDN's registered in his/her name with TTL is entitled to win either the Bumper Prize or Weekly Prize.

List of Circle Groups*:

Circle Groups
ANDHRA-PRADESH
BIHAR
CHENNAI
DELHI
GUJARAT
HARYANA
HIMACHAL-PRADESH
KARNATAKA
KERALA
KOLKATA
UTTAR-PRADESH- EAST
MADHYA-PRADESH
MAHARASTRA

³ Recharge is the amount that will be given to the Winners as talk-time, based on the available denominations or offers in the respective Circle-Group or State. In case in any of the Circle-Groups, the talk-time recharge value or denomination offered in the Contest is not available, the Winners will be provided with the nearest value or denomination available for talk-time, data or SMS recharge which could be equal to or closest to the recharge value or denomination offered. All taxes and charges including but not limited to State tax, cess, operator charges etc. on such recharge will be applicable and will be borne by the Winner. It is clarified that Winners who are post-paid Subscribers of TTL will receive the Recharge amount by way of credit of the Recharge amount in their respective winning MSISDN's.

MUMBAI
ORISSA
PUNJAB
RAJASTHAN
TAMIL-NADU
UTTAR-PRADESH-WEST
WEST-BENGAL

In the selection of the Winners of the Bumper Prize or Weekly Prize, in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice, which shall consist of 10 questions. The MSISDN with the highest score in the least amount of time shall be selected as the Winner for the relevant prize. In case of a further tie in the score, the selection will be conducted by checking the time taken by the MSISDNs to score $x-1$, $x-2$ 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 score $35-1=34$ 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.

In the selection of the Winners for the Daily Prize, the Winners will be selected through a system generated process, scrutinized by an independent audit committee.

Without prejudice to the foregoing, the Subscribers shall not hold OnMobile, the Independent Auditor (defined below) or TTL liable for the Winner selection process under this Contest.

8. The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Contest will be witnessed by an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Winners, certify such process.
9. After the selection and validation of the Winners of all the prizes under this Contest, the Winners will be contacted by OnMobile, by calling them for 3 consecutive days on the number of the Winner(s) registered with TTL, and will be given further details as to how, when and where they can redeem their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-67186344 or +91-80-49292425. In the event the Winners do not answer the calls of

OnMobile, an SMS will be sent to the MSISDN of the Winners, from the number 543218 intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes ("**Intimation**"). For the avoidance of doubt, Intimation shall be date on which the respective Winners are contacted by OnMobile regarding their winnings under the Contest, either by way of voice calls or SMS as detailed above.

10. OnMobile shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any numbers, other than as detailed hereinabove. 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 OnMobile under the respective categories under the Contest. The prizes offered under the Contest may be given to the Winners during a special event, the venue, date and time of which shall be announced by OnMobile, at its sole discretion, subsequent to completion of the Contest. In the event no special event is being conducted by OnMobile, the Winners shall be required to provide their address to which the prizes may be sent by OnMobile, if the winners fail to send their address on such request the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or TTL for playing the Contest. Delivery of prizes will be subject to the Winner giving the correct address and his/her availability there. The Winners agree that there shall be no liability on OnMobile or TTL in the event the Winners cannot be contacted, on any account whatsoever. In the event that any of the Winners cannot be reached over phone or through SMS for a period of 3 days from the date of Intimation for any reason whatsoever, OnMobile and TTL reserves the right to forfeit the prize at its sole discretion.
11. Without prejudice to the foregoing Clause 10, any failure on the part of the Winner under this Contest to comply with directions issued by the OnMobile or TTL shall entitle OnMobile, at its discretion, to cancel and forfeit the prize for the said Winner. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s). PAN is required for all prizes worth above Rs 10,000, where TDS is applicable. All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Contest and the prize shall not be transferable and no request shall be entertained by OnMobile or TTL 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 OnMobile, the Winners shall collect them from the place specified by OnMobile.
12. All prizes will be given after deducting various taxes, license fees and charges as applicable.

13. All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Contest and the prize shall not be transferable and no request shall be entertained by the Partners or TTL for such transfer.
14. Subscriber may directly contact OnMobile at 080-49292444 (requisite charges shall apply) regarding any queries or complaints pertaining to the Contest between 9.30 AM and 6.30 PM on all working days from Monday to Friday. Alternatively, the Subscribers may send an email to contest@onmobile.com which will be answered between 9.30 AM and 6.30 PM on all working days from –Monday to Friday. All disputes must be addressed by the Subscriber in writing to OnMobile directly, and TTL shall not entertain any communication in this regard.
15. With regard to the Bumper Prize, the Winners will be eligible for the ex-showroom prize of such prize i.e. of the TATA Nano car.
The Winner eligible for such prize will be liable to pay any applicable charges over and above the ex-showroom price of vehicle and shall be liable to pay applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the afore-mentioned prizes. The value of the prize offered as Bumper Prize in this Contest shall not exceed the ex-showroom price, a net amount of Rs.200,000/-. In case the specified model, type of the vehicle offered in this Contest as Bumper Prize is discontinued or not available during or after the Contest, OnMobile shall at its own discretion offer another vehicle of the same value which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the Bumper Prize of this Contest and if the price of the vehicle increases during or after the Contest or at the time of prize distribution or Winner announcement period, OnMobile will only pay the value of the vehicle that was during the launch of the Contest and the Winner has to pay or bear the extra amount. The prize amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased.
16. All decisions of TTL and Partners in respect of all transactions under this Contest, including without limitation the selection of Winners and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
17. By participating in this Contest, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive messages and alerts and calls regarding intimation of prize and updates about current and upcoming contests from OnMobile, as it may in its sole and absolute discretion decide.
18. The Terms and Conditions for the Contest will also be made available on the Website www.tatadocomo.com. The Terms and Conditions of the Contest can be amended or

varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.

19. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by Partners. 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 TTL 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 TTL number registered with OnMobile; and
 - e. In case of Winner holding a pre-paid connection of TTL number and is entitled to a prize, the value of which exceeds Rs. 5,000/-, an affidavit in the format provided by TTL, declaring that the Winner is the rightful owner of the TTL number and the same is registered with the operator in the name of the Winner.

OnMobile and TTL are not liable for any direct/indirect costs or expenses in relation to the Contest which are to be borne by the Subscriber personally, including without any limitation applicable taxes to be borne by the Subscriber eligible for the prize.

20. The prize/s shall be subject to the laws of India, including all the tax laws. All applicable regulatory and statutory duties, cess, surcharges, taxes (including TDS), insurances, transfer fees, registration fees etc. that may be applicable to avail/use the prize/s will be borne by the Winner. 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 Subscriber, at the sole discretion of OnMobile.
21. ***A Subscriber 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.

22. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
23. This Contest is subject to guidelines/ directions issued by the Department of Telecommunications (“DoT”), Telecom Regulatory Authority of India (“TRAI”) or any other statutory or regulatory authority from time to time.
24. In all contests launched by OnMobile and TTL India jointly (“TTL Competition(s)”) for the financial year 2014-15, one individual Winner, irrespective of the number of mobile connections registered in his/her name with TTL, 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 TTL, has not crossed the Threshold Limit and subsequently wins an individual prize in the financial year 2014-15 which results in his/her cumulative winnings for the financial year 2014-15 crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2014-15. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any TTL Competition in the financial year 2014-15, individually results in him/her crossing the Threshold Limit in the financial year 2014-15;
 - 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 2014-15, he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in financial year 2014-15; and
 - c. In the event there are multiple TTL Competitions live simultaneously, the Winner announcement of which need not follow the same order as the respective TTL Competition launch dates, then the order of the TTL Competitions for the purpose of reckoning the Threshold Limit shall be as determined by OnMobile in its sole discretion, and no claims will be made by any Subscriber in this regard.
25. In all TTL Competitions held in the financial year 2013-14, if one individual Winner, irrespective of number of mobile connections registered in his/her name with TTL, has already won prizes aggregating Rupees Ten Lakhs or more for such financial year 2013-14, he/she will be eligible to win prizes worth up to Rupees Ten Thousand only, for the financial year 2014-15.
26. This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of a similar nature.
27. Questions and their answers are designed/ sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In the event of any discrepancy / dispute regarding the questions or answers, neither OnMobile nor TTL nor any third party involved shall be liable towards any Subscriber in any manner.

28. Neither TTL nor Partner will be responsible for any loss, damage, claimed/demanded by the Subscribers during or after completion of the Contest including without limitation due to any of the following reasons:-
- a. Subscriber is unable to understand the Terms and Conditions of the Contest;
 - b. Any other reason, event, error or incidence not within the control of TTL and/ or Partners;
 - c. failure of servers or telephone lines or the failure to provide the correct Contest score updates;
 - d. any errors arising from or in connection with network failure, network congestion, network unavailability or any such technical issues including those arising out of technical snags or resultant inability of the listener.
29. Partner and TTL reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at their sole discretion at any time during its validity as may be required including in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscribers from the time of its posting on the Website. You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue the subscription to the Contest and any other services offered on and/or through Contest. Your continued subscription to Contest and/ or participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.
30. TTL and OnMobile 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 Subscriber.
31. TTL and/or OnMobile shall not be liable for any delay, failure to comply with its obligations contained herein or adverse effect caused to this Contest, including without limitation those caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riots, civil commotion, terrorist attack, inevitable accidents, acts of god, technical snags, or any other circumstances beyond the reasonable control of TTL and/or OnMobile ("**Force Majeure**").
32. OnMobile, TTL and their respective affiliates shall be entitled to use, in any manner, the details of the Subscribers including the information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Contest, all Subscribers hereby agree to the same. OnMobile

may, at its discretion, choose not to disclose the identity of the selected Subscriber 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, inside or outside India.

33. TTL and OnMobile reserve the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Contest. Failure by TTL and OnMobile 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.
34. The Subscribers shall indemnify and keep indemnified TTL and OnMobile and their officers, directors, employees, customers, *res* 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 TTL and OnMobile may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers under these Terms and Conditions, any failure by the Subscriber participating in this Contest to comply with applicable law and any third party claim in respect of misuse of any information of a third party. TTL and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscriber.
35. Any Subscriber providing any incorrect information, concealing or withholding any information from the Partners with an intent to participate and/or win the Contest will automatically be disqualified from participating in it and winning the different categories of prizes. Such act of providing incorrect information, concealing or withholding any information, including without limitation, incorrect declaration of information relating to name, age, identity, address, mobile connection of the TTL number, domicile, payment of outstanding amount to TTL or any other information provided by the Subscriber, shall entitle Partners to disqualify him/her without any further intimation.
36. The Contest is neither open for employees, distributors, franchisees, agents and suppliers of TTL and Partners nor for the relatives of such employees, distributors, franchisees, agents, vendors and suppliers of TTL and Partners.
37. The Winners' names will be announced as registered in the system of TTL.
38. This Contest is being made purely on a "best endeavor" basis and participation of Subscribers is voluntary, and subject to acceptance of these Terms and Conditions.

39. You, the Subscriber, acknowledge and agree that all copyright, trademarks and all other intellectual property rights in the SMS content, Website and all material or content related to the Contest shall remain, at all times, owned by Partner , TTL or its respective owners. All material and content contained in this Website or any SMS content is made available for Your personal and non-commercial use only. Any other use of the material/ content on this Website or any information disseminated by SMS or any other means of communication is strictly prohibited. Nothing in the Contest shall affect any intellectual property rights of Partners or TTL or any of their affiliates in any product or service made available on the Website.
40. All prizes offered in this Contest are subject to availability. OnMobile reserves the right to provide alternate models or brands of the same value, for any of the prizes or issue a Bank Gift Card⁴ for the value of the prize won under the Contest, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Card.
41. This Contest may contain factual references to the names of certain companies, products and individuals. Partner and TTL 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.
42. The Subscribers shall not have the right to claim any damages, loss or costs from the Partner and/or TTL for delay in delivery of the prize(s) on any grounds whatsoever. Partner and/or TTL are neither responsible nor guarantee the quality of the goods or services being offered as prize/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Contest. Partner is also not liable for any defect or deficiency in the prize(s) so offered or availed by the Subscribers under this Contest.
43. The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to TTL and / or is not an active Subscriber of TTL on the date of claiming the prize/s.
44. The prizes under this Contest can be redeemed only once. Prize are offered on 'NO EXCHANGE' and 'NO REFUND' basis. Neither the Partners, TTL nor any third party will

⁴ A Bank Gift Card acts as a pre-filled card, in which the Winner's prize amount, less TDS if applicable, is available and is given to the Winners at the sole discretion of the Organizer. This Bank Gift Card can be used / swiped as a debit card in all outlets where Bank Gift Cards are accepted. The Bank Gift Card shall be valid for a minimum period of 6 (six) months from the date of its issue to the Winners. The applicable terms and conditions for such Bank Vouchers shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by the Organizer, at its sole discretion, to any of the category of prizes.

entertain any requests for exchange in lieu of the prize/s. Cash alternative for the prizes above maybe given at the sole discretion of the Partners. Mere participation in the Contest shall not entitle a Subscriber to the prize. No other person or agent can claim the prize on behalf of the Subscriber, unless otherwise expressly mentioned herein. Apart from the entitlement to the above prize/s, the Winner/s and/or their legal heirs, successors or representative will have no other rights or claims against TTL and/or Partner, unless otherwise expressly provided hereunder.

45. OnMobile shall solely be responsible for sending all engagement messages to Subscribers, relating to the Contest. Additionally, OnMobile shall not send such engagement messages to active Subscribers of TTL who have played any contest (other than this Contest) organized and conducted by TTL jointly with OnMobile, and have subscribed to the Do Not Call registry, under applicable laws.

46. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Partner and TTL including, but not limited to, meeting of the Subscribers requirements or aspirations, timeliness, security, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process due to technical snags including network failure or system error or otherwise, the results or reliability of the Contest, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any transactions effected through the Contest; (b) The Subscribers expressly agrees that his/her participation in the Contest offered by TTL is at the Subscribers 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 Contest shall be construed to mean the giving of any warranty of any kind by the Partners or TTL.

47. Any disputes with regard to the Contest, will be subject only to the jurisdiction of the courts in Mumbai.