

TERMS AND CONDITIONS FOR PARTICIPATION IN THE
"SCAN & PAY - THREE LUCKY USERS TO WIN IPHONE 7 EVERYDAY ("CONTEST")

- 1) This Contest is organized by One97 Communications Ltd. (hereinafter referred to as "Organizer(s)" Each day, during the contest period, 3 lucky users will be selected on random basis from all eligible participants to win an iPhone 7 each.
- 2) ELIGIBILITY: The Contest is open to all applicants for participation who comply with below conditions, are 18 years of age, Indian citizens and residents of states where I this offer is available ("Participants").
- 3) CONTEST PERIOD: The Contest shall commence from 18th Aug, 2017 at 00:00:01 hours and shall conclude on 25th Aug, 2017, 23:59:59 hours.
- 4) STEPS TO PARTICIPATE:
 - (a) Participant will have to do a transaction of INR 50 or more across India at Retail Stores, Grocery stores, Petrol Pumps, Restaurants, Dairy outlets, Pharmacies, Parking, Auto/taxi Rides, Hospitals etc. by scanning the Paytm QR Code or through OTP mode during the Contest Period.
 - (b) To further clarify, each such scan & pay/OTP transaction should be of at least INR 50 to be considered eligible for winning in this contest.
 - (c) Only successful transactions will be considered for participation in this Contest.
- 5) WINNER SELECTION:
 - (a) Out of all participants who undertake above steps during the Contest Period & meet eligibility criteria, every day three (3) participants will be randomly selected as winners and will be eligible to win one (1) iPhone 7 32GB each (only if they comply with all the T&Cs mentioned herein).
 - (b) One participant will be eligible to win only once in this Contest.
- 6) PRIZE/GRATIFICATION:
 - a) The participants selected as winners will be notified through email or mobile registered with Paytm. A communication will be sent to only those Participants who have won in the Contest.
 - b) Each winner shall be sent a promo code which can be redeemed to purchase an iPhone 7 32 GB on Paytm App. Purchase has to be on Paytm App.
 - c) The promo code shall be equivalent to 70% of the price of the prize. Rest 30% amount shall be borne by the customer as TDS
 - d) Promo code will be communicated through SMS/Email once the required documents are received by One97.
 - e) Promo code will be valid till 15th September 2017
- 7) Documents required for claiming the prize: The documents required to be submitted by the winner/s include the following (the document list*):
 - a) Adhar Card
 - b) PAN Card

*(the document list is only inclusive and not exhaustive and can change as per the requirements of Law or Paytm representatives to which effect intimation shall be provided).

*Pan Card shall be mandatory in all the cases.

*If the winner fails to comply the above mentioned requirement, his right to win the prize shall be forfeited.

- 8) Organizer shall not bear any expenses incurred with respect to participating and availing of the Prize by the winner(s).
- 9) After the Winner is announced, the Winner shall be approached by the Organizer.
- 10) Paytm shall contact the Winner for submission of all documents.
- 11) Mere participation in the Contest or being announced as Winner does not entitle the Participants to win the Prize.
- 12) This Contest shall not be clubbed/used in conjunction/alongside any prevailing Contest/Contests/promotion running on Paytm Platform
- 13) Employees of Paytm (including their family members & relatives) and of their group companies, affiliate or associate companies, shall not be eligible for any of the gratifications under this Contest. In case it comes to the knowledge of Paytm that any winner is an employee of Paytm or their family member, Paytm reserves the right to forfeit the gratification/Prize. Further, to participate in contest the Participants needs to have registered Paytm account.
- 14) Paytm reserves the right to disqualify any transaction or discontinue promotion any time.

PART- B LEGAL TERMS & CONDITIONS

- 1) By accepting the prize, Winner gives Paytm the right to use his/her name, photograph and other personal details for the purpose of this Contest including advertising on social media, Paytm platform, or in public domain.
- 2) By participating in the Contest, Winner consents to use of his/her information by Paytm as made available by the Winner. The Winner 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.
- 3) Participants acknowledge and agree that all copyright, trademarks and all other intellectual property rights in the SMS content, WAP/APP, Website and all material or content related to the Contest shall remain, at all times, owned by Paytm and/or their respective owners. All material and content contained is made available for Participants' 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.
- 4) Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly Disclaimed (b) The Participants expressly agree that his/her participation in the Contest 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.
- 5) Any Participants providing any incorrect information or concealing/withholding any information from Paytm with intent to participate in the Contest will automatically be disqualified from participating in it. 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 Participants or dispute with the platform, shall entitle Paytm to disqualify him/her without any further intimation.

- 6) The Participants shall indemnify and keep indemnified Paytm and their officers, directors, employees, customers, subsidiaries, 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 Paytm may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the representations or obligations 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. Paytm shall have the right to defend itself, pursuant to this Clause, at the cost of the Participants. 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 Contest. It is expressly provided that transaction shall be between Participants & Paytm only.
- 7) The Participants hereby irrevocably authorize Paytm and its owners, affiliates, subsidiaries, associates to use the data gathered during and/or after the Contest in respect of the Participants (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the Contest, Participants /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 Contests from Paytm.
- 8) This Contest 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 Paytm ("Force Majeure Event"). Paytm shall not be liable for any delay or adverse effect caused to this Contest there under as a result of a Force Majeure Event. Paytm shall intimate the suspension of Contest caused as a result of such Force Majeure Event to the Participants within reasonable time.
- 9) Paytm reserves all the rights to Contest any amount/voucher/any other cashback as per its sole discretion and to such number of Participants as it may deem fit.
- 10) This Contest is subject to guidelines/directions issued by any applicable competent authority from time to time.
- 11) Paytm shall not be responsible for any claims arising out of technical failures before, during the Contest 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 Contest, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or any failures arising out of technical snags or resultant inability of the Participants.
- 12) Paytm reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest 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 Participants (s).
- 13) Failure by Paytm to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Paytm may assign any of its rights within the Contest to any party without prior intimation to Participants.
- 14) Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
- 15) The Participants understand and agree that Paytm, 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 Participants and/or any third party, directly or indirectly, by use or non-use of the cashback.
- 16) Apart from the entitlement to the cashback, the Participants or their legal heirs/ successors/ representative will have no other rights or claims against Paytm, its owners and affiliates. Maximum aggregate liability of Paytm shall not exceed value of the concerned cashback in case of any dispute, in pursuance to the terms and conditions herein.

17) Any dispute arising out of this Contest and terms & conditions of this Contest 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.

1. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Delhi.