

## Contest Name: Bumper - Win Yamaha Fascino & Movie Tickets

### Part-A Contest Terms & Conditions ("T&C"):

#### 1. **Contest Period:** - From **1<sup>st</sup> October, 2017** at **00:00:00 hours** to **31<sup>st</sup> October, 2017** at **23:59:59 hours**.

For the avoidance of any doubt, please note that the gratifications offered under this Contest are solely sponsored and distributed by One97 Communications Ltd., (hereinafter referred to as 'Paytm' which term shall include One97 Communications Ltd. and its permitted assigns )for the Winner(s) (defined later) of this Contest to be participated by the Paytm user.

1. A Paytm user (participating in this Contest shall be referred to as "**Participant**") by participating in the Contest, 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 Contest by Paytm at its sole discretion, 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 Paytm, its affiliates and associates or for any other reason whatsoever.
2. 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.
3. These Terms and Conditions are available on the website <https://Paytm.com/offer/recharge/bumper-offer/>. The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website periodically to keep yourself updated and informed.
4. By participating in the Contest, You indicate your acknowledgement and acceptance of these Terms and Conditions.
5. This Contest cannot be combined with any other promotions or offers. This Contest is valid for limited period only.

#### 2. **PRIZES & WINNER SELECTION CRITERIA:**

Category	Prize	No. of Winners
First Prize	Yamaha Fascino bike	Top 3 spenders
Second Prize	Movie Tickets	Next 100 Top spenders

##### **A. FIRST PRIZE**

- Top 3 Participants who will spend highest amount during the entire contest period across all categories mentioned below in this T&C will be eligible for one Yamaha Fascino each at the end of the Contest Period.

##### **B. SECOND PRIZE**

- Next Top 100 Participants (after the selection of First Prize Winners) who will spend highest amount during the entire Contest Period across all categories mentioned below in this T&C will be awarded Movie Ticket Vouchers (promo codes) at the end of Contest Period.
- Each winner will get a special movie voucher promo code which can be used only once to get cashback up to Rs. 500.

**\*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:** Winner(s) of previous seasons of this BUMPER Contests (which would have ended in last 12 months/1 year from the start date of this Contest) shall not be eligible to win any Prize(s) in this Contest.

**\*Disclaimer:** Paytm shall grant prize at its sole discretion and same shall be binding on Participant(s).

### **3. STEPS TO PARTICIPATE:**

1. Participant needs to do at least one transaction in any of the below mentioned categories on Paytm platform (app/website) during the Contest Period using Promocode: **BUMPER** in every transaction to be eligible for this contest.
2. To increase your chances of winning, we suggest you to spend as much as possible using Promocode: **BUMPER**.
3. Promocode is valid on below mentioned categories:
  - A. Mobile Recharge**
  - B. Data card Recharge/Bill Payment**
  - C. DTH Recharge**
  - D. Mobile Postpaid**
  - E. Landline Bill Payment**
  - F. Electricity Bill Payment**
  - G. Water Bill Payment**
  - H. Gas Bill Payment**
  - I. Metro Recharge**
  - J. Toll Tag Recharge**
  - K. Education Fees Payment**
  - L. Financial Services**
4. Only the successful transactions will be considered for this Contest.
5. Winners will be notified on or before 16<sup>th</sup> November'17.
6. Only transactions done by end consumers will be valid.
7. Paytm employees and their relatives will not be eligible to participate in this Contest. If found so, Paytm reserves the right to forfeit the prize.
8. Paytm reserves the right to disqualify any transaction or discontinue promotion any time.
9. Gratification is subject to the deduction of TDS as applicable. The selection of all the Winner(s) shall take place within 48 working hours (herein "Announcement Period") & the gratification shall be distributed thereafter.

### **4. WINNER SELECTION AND ANNOUNCEMENT:**

1. The Participant would be selected as Winner by Paytm. Post selection of Winner(s), the results will be published on mentioned link <https://Paytm.com/offer/recharge/bumper-offer/>
2. Paytm shall also make two(2) attempts within 48 working hours after completion of announcement period to contact the Winner on their registered Mobile Number (with Paytm) to inform about the gratification and further process the claiming of gratification.
3. The gratification will be forfeited and the Winner agrees to surrender the gratification if:
  - a)** The Winner does not get contacted within 20 working days.

- b) The Winner does not claim the gratification and/or fails to submit all necessary documents within 20 working days of being contacted by Paytm.
4. In case of weekends, the Winners will be contacted on the next working day(s).
  5. All decisions by Paytm regarding the selection of Winner(s) shall be final and binding.
  6. The gratification under this contest is neither assignable nor transferable under any circumstance, unless specifically provided hereunder.
  7. The gratification to Winner(s) 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 Paytm.
  8. Any failure on Participant/Winner part to comply with directions issued by Paytm for claiming the gratification shall entitle Paytm to forfeit the gratification.
  9. **Eligibility for claiming the prize:** To be eligible to claim the gratification/s under the Contest, the Winner must have 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.
  10. If the same person plays the challenge from multiple Paytm accounts, he /she will be awarded only one gratification and Paytm wallet through which he/she get registered themselves to play this Contest, the same Paytm wallet shall be considered and used by Paytm to gratify the Winner. Further Winner shall not raise any dispute against the decision of Paytm in this regard.
  11. 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) (applicable only for 1<sup>st</sup> prize winners):
    - 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.
    - g) Demand Draft (DD) equal to the TDS amount in advance in favour of "One97 Communications Ltd." (30.9% of prize amount if exceeding Rs 10,000 as per applicable Income tax rules)

\*(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 right to win the prize shall be forfeited. Once the Winner's documents have been received and confirmed the result will be published on <https://Paytm.com/offer/recharge/bumper-offer/>. This shall not be applicable to Second Prize winners.

12. Post completing documentation process, the Winner will be informed (through tele-calling) regarding the modalities of the prize and distribution thereof. Delivery of prize will be subject to the Winners giving the correct address and his/her availability there. In the event the prize cannot be delivered, the time specified for delivery, due to reasons beyond the control of Paytm, the Winners shall collect prize from the nearest place specified by Paytm.

13. Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
14. The gratifications offered in this Contest will be sponsored and distributed by Paytm.
15. Any gratifications to a person/Participant of value in excess of INR 10,000 (INR Ten Thousand Only) , will be subject to deduction of taxes. Paytm shall deduct TDS amount which is 30.9% 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 by Demand Draft (DD) equal to the TDS amount in advance in favour of One97 Communications Ltd. (30.9% of prize amount if exceeding Rs 10,000 as per applicable Income tax rules). In the event you are unable to share the DD towards TDS amount at the time of delivery of the prize, the prize may be forfeited by Paytm.
16. Without prejudice to the foregoing Clause, any failure on the part of the Winner(s) under this Contest to comply with directions issued by Paytm shall entitle Paytm, at its own discretion, to cancel and forfeit the gratification for the said Winner(s). The gratification shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("PAN") of the Winner(s).
17. Paytm shall deliver the prize to Winners vide its arrangement with third party courier agency. Paytm shall not be responsible for any delay on part of a third party including the courier agency, in delivering the gratification (if applicable). All costs and expenses for collecting the gratification unless otherwise specified shall be borne solely by the Winner(s) under this Contest and the gratification shall not be transferable and no request shall be entertained by Paytm for such transfer.
18. Without prejudice to the foregoing, under no circumstance shall the Winner(s) of the Contest be entitled to redeem any category of gratification for cash, unless expressly mentioned herein. Paytm, at its sole discretion, may or may not provide a cash alternative to any of the gratification being offered in this Contest.
19. This Contest being made purely on a "best effort" basis and participation of eligible Participants is voluntary, and subject to the applicable terms and conditions.
20. By entering the Contest, 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 Contest from Paytm, as they may in their sole and absolute discretion decide
21. Participants may contact Paytm at care@Paytm.mobi regarding any queries/complaints pertaining to the Contest 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 Paytm. Further, any information that the Participant may request in connection with the Contest, may be provided by Paytm' to the Participant, at the sole and absolute discretion of Paytm, depending on the nature of the information requested, and any such information may be provided only during the period of Contest. No such request shall be entertained thereafter. Paytm further clarifies that any information requested by any Participant shall only concern that Participant and under no circumstances will Paytm provide confidential information or information pertaining to other Participant(s).

### **Part-B Legal Terms & Conditions:**

1. The participation in the Contest is open only for the Contest Period and the Contest is open to all Indian citizens of 18 years of age or above. Further, to participate in contest 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. 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 Paytm that any Winner is an employee of Paytm or their family member, Paytm reserves the right to forfeit the gratification.
4. In addition terms and conditions mentioned at <https://paytm.com/about-us/our-policies/#tandc> shall apply.
5. By participating in this Contest, Participants have given us the right to use your name and photograph and other personal details for the purpose of this contest including announcing your name as eligible Participant on social media, Paytm platform, or in public domain.
6. By participating in the Contest, 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 Paytm may deem fit, for the purpose of Winner's announcement: name, mobile phone number, score and/or photograph. Paytm 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.
7. 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 Contest shall remain, at all times, owned by Paytm/Paytm 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.
8. **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 Contest, delay in sending or receiving the SMS for participating in the Contest, 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 Contest or any transactions effected through the Contest; (b) The Participant 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.**
9. The gratification(s) under this Contest 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 with by the Winner(s).
10. 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 Paytm before accepting the delivery of the gratification. Any failure on the part of the Winner(s) to comply with directions issued by Paytm for claim of gratification shall entitle Paytm to forfeit the gratification(s) or roll the gratification over to the next eligible Winner(s), at their sole discretion.

11. Any Participant providing any incorrect information or concealing/withholding any information from Paytm with intent to participate and/or be chosen as the Winner(s) of the Contest 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 Paytm to disqualify him/her without any further intimation.
12. The Participants shall indemnify and keep indemnified 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 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. Paytm shall have the right to defend themselves, 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 Participant & Paytm only.
13. 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); Paytm shall not be responsible for the same or any cost of travel and accommodation incurred by any of them.
14. The Participants and Winner(s) 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 Participant (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the contest, 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 contests from Paytm.
15. 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.
16. This Contest is subject to guidelines/ directions issued by any applicable competent authority (Government or otherwise) from time to time.
17. 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 the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the Participant.
18. 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 Participant.
19. 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.

- 20.** Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
- 21.** Paytm neither guarantee or warranty the quality of the goods offered for sale on its Platform nor shall be liable/ responsible for any defect in the goods so obtained/availed, by the Winners under this Contest. Paytm shall also not be liable for any defect in the Prize so offered to the Winner under this Contest (as applicable). The Winner further understands that the goods provided as prize will carry manufacturer's guarantee and in case of any deficiency in the goods, Participant will contact the manufacturer only (as applicable).
- 22.** The Prize is subject to availability and same can be replaced in form of the 70% equivalent amount of winning prize in form of Cash vide Cheque / Demand Draft /Paytm Cash only at sole discretion of Paytm.
- 23.** The Winners 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 a Winner and/or any third party, directly or indirectly, by use or non-use of the Prize.
- 24.** Apart from the entitlement to the Prize, the Winners 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 prize in case of any dispute, in pursuance to the terms and conditions herein.
- 25.** 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 Paytm, and subsequent use by Paytm of such information for lawful purposes as per its discretion.
- 26.** Post Winner(s) declaration and completion of their announcement and further process as the case may be if Paytm finds that the declared Winner(s) are wrong then Paytm reserves the right to declare the correct Winner(s) again and cancel the gratification of Winner(s) declared earlier.
- 27.** Any dispute arising out of this offer 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.
- 28.** These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Delhi.