

## TERMS AND CONDITIONS FOR THE AIRCEL Quiz Factory Season 11

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING to the **Quiz Factory Season 11**. BY PRECEDING WITH REGISTRATION/SUBSCRIPTION TO THE **Quiz Factory Season 11** YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS (“Terms and Conditions”), PLEASE DO NOT SUBSCRIBE or PARTICIPATE IN **Quiz Factory Contest Season 11**.

### Terms and Conditions:

The **Quiz Factory Contest Season 11** (also referred to as “Contest”) is organized and hosted by TIMWE, a company incorporated under the Companies Act, 1956 and having its registered office at Level 4 - Augusta Point, Golf Course Road, Gurgaon, 122002 India (“TIMWE” or “Organizer”) and is open to all prepaid and post-paid category of Subscribers (“Subscribers”) of Aircel Ltd. and Dishnet Wireles Ltd. (hereinafter collectively referred to as “Aircel”) residing in India and within the following Aircel telecom service areas (“Circles”)- Total 18 circles named as AS, BH, KO, NE, OR, WB, DL, HP, JK, PB, RJ, UE, AP, CH, KA, TN, MH, MU. The Current running contest will declare its winners post the finishing of the contest, and the next contest starts the very next day.

Subscription to this **Quiz Factory Season 11** contest Pack is valid from **24-10-2017** from [00:00:01 hrs] to **22-01-2018** [till 23:59:59 hrs]. (Hereinafter referred to as the “**Quiz Factory Season 11** contest Period”). Organizer reserves the right to extend or shorten the **Quiz Factory Season 11** contest Period, as it deems fit, and any such change shall be published on the website [quizfactory.net](http://quizfactory.net)

By subscribing to the **contest**, user hereby agrees to the Terms and Conditions mentioned below and gives his/her consent to the terms and conditions that may be launched as part of this **contest**. For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who is a **Quiz Factory Season 11** Participant.

**A.** All existing and new Subscribers of the **contest** hereby:

1. Agree to the terms and conditions mentioned below and gives his/her consent to the terms and conditions of any season of contest that may be launched as part of this contest.
2. Agree that they are entering into this **contest** as an independent individual person and nothing herein establishes an employer-employee relationship between them and Aircel or between them and **TIMWE** and they are acting voluntarily, using their own time and resources to participate in any of the seasons/contests launched as a part of this **contest** solely at their own risk;

3. Warrant the accuracy, truthfulness and currency of all information that they have submitted; and
4. Warrant that prior to subscribing to **contest it** shall be deemed that they have read and have acknowledged and agreed to be bound by the Terms and Conditions herein and the terms and conditions applicable to each such season of contest.
5. Warrant that the **contest** is played as individually and not as a group, agency or a registered or unregistered firm.
6. These Terms and Conditions are available on the website [quizfactory.net](http://quizfactory.net) ("Website"). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep yourself updated and informed.

## **B. PROCEDURE AND ELIGIBILITY FOR SUBSCRIPTION:**

### **Eligibility**

The **Quiz Factory Season 11** contest Pack is open for subscription for all active prepaid and post-paid Aircel Subscribers who fulfill the following criteria:

1. Subscriber must belong to any one of the Circles mentioned herein above;
2. Subscriber must be an active Aircel Subscriber;
3. Subscriber must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
4. 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.
5. The subscriber has to be an active Subscriber during the contest Period.
6. In case of MNP (Mobile Number Portability) i.e. subscriber is porting out his number from Aircel to other Telecom Operators during the contest period then the subscription of the subscriber shall get terminated on such date and time and shall not be eligible for any prize.
7. Score and charging for any subscriber should be in synchronization any score without the amount charged would be disqualified and score would be deemed forfeited. Despite the winner being announced on audit by the Auditor appointed by TIMWE, if these discrepancies are found Aircel holds the authority to cancel participation and winning of any subscriber.

8. Any disconnection of contest, services, the number or any waiver of the service during the contest period, Aircel has the full rights to disqualify that subscriber and forfeit the score so earned. Once a Subscriber has deactivated as per the Subscription and deactivation process explained below, any further subscription to the contest shall be construed as a fresh subscription for the purpose of this contest and the score for the same shall start at Zero. The points or score made till before the deactivation shall not be carried forward even within the same contest period. However, in case of any discontinuation of the contest by the subscriber, the subscriber can re-register for the contest.
9. Despite the winner being announced on audit by the Auditor if these discrepancies are found the Subscriber has made any extra points due to any technical failure, unfair or alternative technology in that event also Aircel shall have the right to disqualify the Subscriber.
10. If the same person having different MSISDN\* has been selected more than once, in such event he/she shall be awarded only one Prize.
11. Eligibility of gratification would be that a subscriber shall be entitled to win only once during the entire contest Period. If a Subscriber has been declared as a Winner in more than one category (Bumper, Monthly, weekly/Surprise Day) then he/she shall be entitled to only one highest Prize amongst different Prizes/rewards across bumper, monthly, weekly, surprise days.
12. Winners (including spouse of winners and immediate/first blood relatives of winners) of the previous Aircel contests organized by the Organizer who have won bumper/ first/ grand/ monthly prize shall not be eligible for the bumper/first/grand/ monthly prize for one year (1) in the subsequent contests and winners agree to provide an undertaking to that effect that his/her spouse or immediate/first blood relatives of winners are not the winners of bumper / first /grand / monthly prize of previous contests organized by the Organizer across Company.

Further, the winners agree to provide an undertaking to the effect that His/her spouse or immediate/ first blood relatives of winners are not the winners of Bumper / First / Grand/Monthly Prize of previous contests organized by Organizer across any Operator. Winner, who is found to have made a false claim under sub clause (C), does hereby agree to:

- i. Allow Organizer to forfeit or recover the Prize (referred in sub-clause (A) supra); and
- ii. Completely indemnify Organizer, including any cost thereof, if declaration made in sub clause (A) supra is found false or incorrect.

13. An active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module (“SIM”) on a regular basis for purposes other than to participate in contests under the **Quiz Factory Season 11** or any other contests offered by the Organizer and Aircel, jointly.

***C. Contest Procedure***

1 Subscription –

IVR	Dial 584661 @ Rs.5/day Dial 584662 @ Rs.30/week Dial 584663 @ Rs.75/month
SMS	SMS WIN to 584661 @ Rs.5/day SMS WIN to 584662 @ Rs.30/week SMS WIN to 584663 @ Rs.75/month
WAP	<a href="http://m.quizfactory.net/d">m.quizfactory.net/d</a> @ Rs.5/day <a href="http://m.quizfactory.net">m.quizfactory.net</a> @ Rs.30/week <a href="http://m.quizfactory.net/m">m.quizfactory.net/m</a> @ Rs.75/month

Pay as you play –

IVR	Dial 58466 @ Rs.2/min
SMS	SMS OK to 58466 @ Rs.2/SMS

2. A Participant can subscribe and unsubscribe to the multiple times- i.e. if he/she unsubscribes from the contest Pack, he/she can subscribe again, at any time, if he/she wishes to do so during the validity of the contest. Upon each fresh subscription/ re-subscription, the Participant will be charged again. The points so scored till such fresh subscription/re-subscription shall become zero, and shall start from the beginning on such fresh/re-subscription. On re-subscription, the previous score shall not be considered.
3. The prizes under Contest are neither assignable nor transferable under any circumstances. All the prizes shall be subject to such other terms and conditions as may be applicable to specific prizes under specific gratification category of contests and shall have to be duly complied with by the winners of each contest. Despite the winner being announced on audit by the Auditor if these discrepancies are found or the Participant has been winner in any other gratification category of contest Aircel reserves the right to disqualify the winner.

4. You may contact TIMWE Customer Care on our toll-free number 9268819999 or regarding any queries, complaints, disputes pertaining to the contest between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, You may send an email to [support.qf@timwe.com](mailto:support.qf@timwe.com) and [quizfactory.support@timwe.com](mailto:quizfactory.support@timwe.com) which will be answered on 2 working days, between Monday to Friday, from 9:30 a.m. to 6:30 p.m. All queries, disputes and complaints arising in relation to the contest must be addressed by you in writing to TIMWE only along with the mobile number, and Aircel shall not, for any reason whatsoever, entertain any communication in this regard.
5. By subscribing to 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 the current contest and updates about current and upcoming contests from the Organizer, as it may in its sole and absolute discretion decide.
6. By subscribing to the contest, the Participant consents to the following information relating to them to be exchanged between Aircel, TIMWE and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer may deem fit, for the purpose of winner announcement organized under Contest: **Quiz Factory Season 11**, mobile phone number, score and/or photograph ("Information"). The Participant also consent to the Information being shared by organizers with its affiliates and service providers and to the Information being processed and stored in the servers of organizers or its service providers, inside or outside India.
7. You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP or Website and all material or content related to the contest shall remain, at all times, owned by Aircel or the Organizer or their respective owners. All material and content contained in this Website is made available for your personal and non-commercial use only. Any other use of the material or content on this Website and/or WAP site and/or any information disseminated by SMS or any other means of communication are strictly prohibited.
8. Points obtained for this contest will be valid only for this contest and shall not be carried forward for the new contest under any circumstance.
9. All prizes offered in the contest are subject to availability. Organizer reserves the right to provide alternate models or brands for any of the prizes without prior intimation or consent of the participants under the contest. However, the prizes, can under no circumstances, be substituted with cash of the equivalent amount.
10. There shall be set list of winners for each prize allocated, in case the winner does not comply with the TnC or denies to take the prize, then the said prize (only in case of Bumper/Mega Prize) shall be forfeited.

A. *The winner selection and declaration for the Contest shall take place after completion of the Contest. Winner selection will be done based on the following criteria:*

- i. Highest Score*
- ii. Minimum attempts*
- iii. First to score*
- iv. In case there is tie between users - then tie breaker round will be conducted - In case of a tie in the time taken, the participants who have tied will be asked to answer a set of 5 tie breaker questions, the participant who answers the maximum questions correctly in the given time or in case both the participants answer equal number of questions the participant who answers the maximum questions correctly in the least time, will be selected as the winner.*

*If the same person having different MDN has been selected more than once, in such event he /she will be awarded only one Prize. A Participant will be entitled to win only once during the entire Contest Period. If a Participant is declared as a Winner in more than one category/ period then he/ she shall be entitled to only one highest Prize amongst different prize/rewards across bumper, monthly, weekly, daily & surprise day categories. T*

11. The winner shall be selected by an external Auditor appointed by the Organizer. of each list so made.
12. After the selection and validation of the winners, the winners will be contacted, by calling them for 5 times at different hours of the day over a weeks' time, on the number of the Aircel, and will be given further details as to how, when and where they can collect their respective prizes. In the event the winner does not answer the calls of the Organizer, an SMS will be sent to the winner intimating them regarding the same. The prizes must be claimed by the Winners within time period specified subject to submission of the requisite documents within the timelines so specified from the date of intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer(s) under the respective categories under the contest. The Prize/s offered under contest may be given to the winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of that particular contest. In the event no special event is being conducted by the Organizer, the winners shall collect the Prize from the specific location communicated by the Organizer through SMS./email. In the event Winner does not collect within 7 days from the date of receiving the SMS/ email failing which the prize shall be forfeited. The prizes under contest shall, under no circumstance be distributed from the amount charged by Organzier or Aircel for playing the contest. Delivery of prizes will be subject to the winners giving the correct address and his/her availability there. The winners agree that there shall be no liability on Organizer in the event such message does not reach such winner on any account for any reason whatsoever. In the event that any of the winners cannot be reached or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.
13. The Organizer reserves the right to forfeit the prizes under the following circumstances:

- a) If documents as mentioned in required documents clause are not submitted within 7 days
- b) If TDS (if applicable) not submitted within 15 days
- c) If documents provided are found to be inaccurate/misleading
- d) If the winner is unwilling to claim/accept the prize within a period of 15 days from the date of announcement
- e) If the winner is not reachable over phone after trying 5 times over a week's time and/or SMS sent and is not responding to speed to post within specified time.
- f) Participant has used unfair means to play the contest;
- g) Usage pattern confirming multiple player for the same mobile number;
- h) scoring and charging are not synchronized and/or not matching Aircel record;
- i) Any Participant providing any incorrect information, concealing or withholding any information from the Organizer with an intent to participate and/or win any prize/s in contest will automatically be disqualified from participating in it and winning the different categories of prizes under the contests. 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 Aircel number, domicile, payment of outstanding amount to Aircel or any other information provided by the Participant, shall entitle the Organizer to forthwith disqualify him/her without any further intimation.

If the winner is not able to provide sufficient evidence to show that he/she is the Participant of the mobile number. Any failure on the part of the winner to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the Prize.

- 14. In the event, it is found or is brought to the knowledge of Organizer that a Participant and/or winner has submitted inaccurate/misleading details/information as requested by the Organizer as per the required document section mentioned above or in the future course of action, Organizer reserves the right to recover the prize handed over to the highest score(s) and/or to be handed over to the winner(s) and take the required legal action against them.
- 15. Without prejudice to the foregoing Clause11, any failure on the part of the winner of any contest to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said winner.
- 16. All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the winners and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer. All decisions by the Organizer/Auditor regarding the selection of the winners under each contest shall be final and binding. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the winners shall collect them from the place specified by the Organizer.

17. The prize(s) to the winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) and on production of all such documents/papers as may be required by the Organizer before accepting the delivery of the prize.
18. All prizes/gifts must be claimed by the winner, along with the documents specified herein below within the specified timelines mentioned above and specified under each contest. The documents required to be submitted along with the claim by the winner include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):
  - Identity Proof.
  - Address Proof.
  - Photocopy of PAN Card.
19. In case of winner holding a post-paid connection of Aircel India 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 Aircel number registered with the Organizer under the contest Pack would be required at the time of claim of prize by the winner.
20. In case of winner holding a pre-paid connection of Aircel India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], an affidavit would be provided in the format provided by the Organizer, declaring that the winner is the rightful user of the Aircel number and the same is registered with the operator in the name of the winner. Letter of Compliance with rules and regulations and declarations in the format as may be required by Aircel etc.
21. The employees of Aircel, TIMWE and their group companies, affiliate or associate companies shall not be eligible to participate or win any of the prizes offered in the Contest.
22. These Terms and Conditions are subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Aircel and/or Organizer ("Force Majeure Event"). Neither Organizer nor Aircel shall be liable for any delay or adverse effect caused to user as a result of a Force Majeure Event. Organizer and/ or Aircel shall intimate the suspension of contest caused as a result of such Force Majeure Event to the Participants.
23. Subject to any applicable law (a) warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Aircel and/ or TIMWE including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any contest, 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 contest or any transactions effected through contest; (b) The Participant expressly agrees that his/her participation in the contest offered by Aircel is at the his/her 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 shall be construed to mean the giving of any warranty of any kind by Aircel or TIMWE.

24. Aircel, TIMWE or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, 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), by Participant and/or any third party, directly or indirectly, by use or non-use of the prizes offered in contest.
25. Aircel and/ or TIMWE may assign any or all of their rights under these Terms and Conditions to their affiliates without consent of the Participants.
26. The Participants participating in Contests shall indemnify and keep indemnified Aircel and Organizer 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 Organizer or Aircel may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Participants under the Terms and Conditions hereunder. Aircel and Organizer shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participants. The Organizer, Aircel 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 or any third party, under **Quiz Factory Season 11** or otherwise.
27. Nothing in **Quiz Factory Season 11** shall affect any intellectual property right of Aircel or TIMWE in any product or service, which may be the subject matter of the individual, which shall, at all times, remain with Aircel or TIMWE, as the case may be.
28. These terms are subject to guidelines/ directions issued by the Department of Telecommunications (DoT), Telecom Regulatory Authority of India (TRAI) or any other statutory authority from time to time.
29. The decision of the Organizer in respect of all transactions/issues pertaining to the contest shall be final and binding on all Participants.
30. Neither the Organizer nor Aircel shall be responsible for any claims arising out of technical failures before, during, between or after the completion of contest including but not limited to any technical failures in the telephone lines, mobile connectivity, any action that has been initiated, actioned or completed through the Participants mobile phone, failure of servers or the failure to provide the correct contest score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, neither Aircel nor the Organizer shall be responsible

for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or Aircel.

31. The Participant(s) hereby agrees and undertakes not to hold the Organizer, Aircel 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 remote that the Participant may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of c **Quiz Factory Season 11**.
32. Organizer and Aircel reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify any part of the Contest or any part there of including the Terms and Conditions, prizes at its sole discretion at anytime during it's validity as may be required in view of business exigencies and/or changes by regulatory authorities and/or statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective from and shall be binding on the Participant 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 of contest by unsubscribing. Your continued subscription to contest will constitute your acceptance of the latest revised Terms and Conditions.
33. The Participant and the winners shall be liable to pay taxes as applicable for participation and on the winning prize. Apart from the prize, all applicable levies, cesses, insurances, transfer and other expenses, if any, will be borne by the winner.
34. Failure by the Organizer to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of the Organizer shall at all times be binding and final.
35. This contest is being made purely on a "best endeavor" basis and participation of eligible Participants is voluntary, and subject to acceptance of these Terms and Conditions.
36. There entire gratification process shall be completed within 90-120 days from the date the winner has been announced and post that no Participant shall have any claim towards the Organizer or Aircel for the prizes or gratification under this Contest.
37. Upon the submission of the TDS and other required documents by the Participant , the Organizer shall be obligated to complete the gratification process within a period of 60 days from the date of completion of all the formalities by the Participant.

38. These Terms & Conditions are governed by the laws of India and the exclusive jurisdiction in this matter will reside with the Courts in Gurgaon.

*\* For the sake of clarity, a "Subscriber/s /participant" for the purpose of this Contest shall mean and include an individual/person, who is the rightful owner/user of the pre-paid or post-paid mobile connection of Operator, registered in Aircel telecom circles in India and in whose name the mobile connection is active and registered as per the records maintained by Operator (and which shall be conclusive).*

## Annexure A

### The Prizes are distributed as:

Bumper, Monthly, Weekly, Surprise Day & Daily prize

Prize	Description	Eligibility for winning
<b>BUMPER National</b>	One prize PAN India: Mahindra XUV	One participant shall be eligible for only one prize among Bumper, Monthly, Circle, Weekly and surprise day prizes. If a participant is declared as winner of more than one prize for Bumper, Monthly, Circle, Weekly and surprise day prizes then the participant shall be entitled to only one highest prize/reward amongst the above-mentioned prizes.
<b>Monthly Prize National</b>	One prize every month PAN India: Gold Voucher	
<b>Weekly Prize National</b>	One Prize every week PAN India: Smartphone	
<b>Guaranteed Prize on 50000 score</b>	Recharge (MRP up to Rs.100 each participant)	Each participant will be eligible to win recharge prize on reaching the contest score threshold i.e. 10000 points, 50000 points, 100000 points and 500000 points. During the contest the user will eligible only for 1 MRP recharge as per above mentioned score threshold i.e. if user X has won Rs.500 on reaching 500000 score then user X cannot win other threshold recharges during the contest.
<b>Guaranteed Prize on 100000 score</b>	Recharge (MRP up to Rs.200 each participant)	
<b>Guaranteed Prize on 250000 score</b>	Recharge (MRP up to Rs.250 each participant)	
<b>Guaranteed Prize on 500000 score</b>	Recharge (MRP up to Rs.500 each participant)	

\*\*Kindly note, the above mentioned prices can be modified in case of unavailability.