

## TERMS AND CONDITIONS – CLICK TO WIN SMART PHONE CONTEST

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**CLICK TO WIN SMART PHONE CONTEST**”. BY PROCEEDING WITH PLAYING THE **CLICK TO WIN SMART PHONE 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 **CLICK TO WIN SMART PHONE CONTEST**.

### Terms and Conditions

1. “**CLICK TO WIN SMART PHONE CONTEST**” (hereinafter referred to as the “**Contest**”) is conceptualized, organized and conducted 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 “**Organizer**”) for enabling active<sup>1</sup> prepaid and postpaid category of subscribers (**Subscriber(s)**)<sup>2</sup> of either Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited or Vodafone Spacetel Limited (hereinafter referred to as “**Vodafone India**”) to participate in the Contest as part of the WAP Competition Pack (hereinafter referred to as “**WAP Competition Pack**”) from **27th October 2015 00:00:01 hrs to 24th January 2016 23:59:59 hrs**, both days inclusive (hereinafter referred to as the “**Contest Period**”). The Organizer reserves the right to extend or shorten the Contest Period, as it deems fit from time to time.

The Contest is valid for all active Subscribers who satisfy the eligibility criteria mentioned in Clause 4 herein below, who belong to the following 22 Vodafone India telecom circles of CHENNAI AND TAMIL NADU, NORTH EAST, ASSAM, ORISSA, MADHYA PRADESH, MUMBAI, PUNJAB, UTTAR PRADESH EAST, UTTAR PRADESH WEST, HARYANA, HIMACHAL PRADESH, ANDHRA PRADESH, KERALA, GUJARAT, MAHARASTHRA, KARNATAKA, KOLKATTA , REST OF BENGAL, BIHAR, RAJASTHAN, DELHI (“**Circle(s)**”) and who have successfully subscribed to the WAP Competition Pack (hereinafter referred to as “**WAP Competition Pack Member(s)**”) by following the subscription process mentioned hereunder. The Contest will be available only in English. 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 the Organizer or Vodafone India, in this regard.

2. Please note that participating or playing this Contest is optional for the WAP Competition Pack Members, who may participate or play from the date of commencement of this Contest till the end of the Contest or till un-subscription from the WAP Competition Pack, whichever is earlier. The WAP Competition Pack Members will be charged in accordance with these Terms and Conditions.
3. A Subscriber by successfully subscribing to the WAP Competition Pack and participating in the Contest, hereby accepts that he/she has read the Terms and Conditions mentioned herein and

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<sup>1</sup> 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 Competition Pack or any other Contests offered by the Organizer and Vodafone India, jointly.

<sup>2</sup> Subscriber shall mean the rightful user of the Vodafone 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.

agrees to the same and gives his/her irrevocable consent to the procedure for selecting the Winners of the Contest as set out herein, and any appropriate changes that may be made to this Contest by the Organizer 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 Vodafone India or OnMobile, their affiliates and associates or for any reason whatsoever.

#### **4. Eligibility and Procedure to participate in the Contest:**

This Contest is valid for active Subscribers who fulfill the following criteria:

- Subscriber must be of at least 18 years of age;
  - Subscriber must be a resident of India;
  - Subscriber must be an existing active Subscriber of Vodafone India;
  - Subscriber should be a WAP Competition Pack Member;
  - Subscriber must belong to any of the Circles mentioned above;
  - Subscriber must not be the subject of any criminal proceeding;
  - Subscriber must not - be of an unsound mind; 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 Prepaid Subscribers – He/she must have the minimum requisite balance of Rs 2 per day during the Contest Period to participate in the Contest for that particular day;
  - Further, the Subscribers who participate in the Contest and are chosen as winners of each category of prize in accordance with the winner selection process under the Terms and Conditions of the Contest shall be required to be the registered Vodafone India 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 number, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a WAP Competition Pack Member and the terms and conditions of the WAP Competition Pack shall be deemed to be incorporated herein.

Also, by participating in this Contest, You:

- Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
- Warrant the accuracy, truthfulness and currency of all information that You may have submitted;
- Agree that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in the Contest, solely at Your own risk; and

- Warrant that prior to playing this Contest, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein and the terms and conditions under WAP Competition Pack.
- Participation in the Contest will be construed as an acknowledgement and acceptance of the Terms and Conditions set out herein and the terms and conditions of the WAP Competition Pack and You further agree to be bound by these Terms and Conditions.
- These Terms and Conditions are available on [www.Vodafone.in/competition](http://www.Vodafone.in/competition) <http://vodafone.contestzone.in> ("**Website**"). The Terms and Conditions can be amended or varied from time to time or withdrawn without prior notice to You and therefore, please visit the Website to keep Yourself updated and informed.

## 5. Subscription process for WAP Competition Pack:

- **The Subscribers of Vodafone India may subscribe to the WAP Competition Pack either by logging on to <http://wapstore.onmobile.com/vodafonecontest/wap/> ("WAP Link"), through Short Message Service ("SMS") by sending ACT KHEL to the toll free number 144 or 199 or through Unstructured Supplementary Service Data ("USSD") string by dialing \*567\*969# or through Out Bound Dialers ("OBD(s)").**
- Subscription to the WAP Competition Pack is without any additional charges, other than the normal GPRS usage charges for accessing the WAP Link.
- GPRS browsing charges will be applicable as per the Subscriber's data plan on his/her number registered with Vodafone India, for all the Subscriber's subscribing, unsubscribing or playing any Contest on WAP Competition Pack.
- All WAP Competition Pack Members will automatically be eligible to play all Contests and win prizes offered under all Contests launched as part of the WAP Competition Pack, as will be detailed in the terms and conditions of that respective Contest. The prizes may vary from one Contest to another Contest.
- The WAP Competition Pack Members are required to maintain a minimum balance of Rs. 2 per day, throughout the period when there is any Contest live under the WAP Competition Pack, to be eligible to pay such Contest each day. Once the Subscriber has successfully subscribed to the WAP Competition Pack, he/she will get an SMS on his/her number registered with Vodafone India informing him/her about the current Contest or upcoming Contests, prizes to be won and that the current Contest can be played at just Rs. 5/-, Rs. 3/- or Re. 1/- depending on the balance available on his/her number registered with Vodafone India. If the subscription is unsuccessful, the Subscriber will be sent an appropriate SMS on his/her number registered with Vodafone India telling him/her to try again later.
- All WAP Competition Pack Members will be charged from the 1st day of the relevant Contest, or the day that he/she subscribes to the WAP Competition Pack, till the end of the relevant Contest, or till the day he/she unsubscribes from the WAP Competition Pack, whichever happens first.
- All WAP Competition Pack Members will be sent regular SMS updates and details about the current and the upcoming Contests on their numbers registered with Vodafone India, informing them about the prizes and charges with the terms and conditions URL of the specific Contest. The SMS will contain the method of unsubscribing from the WAP Competition Pack, so that the WAP Competition Pack Members are educated about the same.

- If a WAP Competition Pack Member wants to unsubscribe from the WAP Competition Pack then it can be done by sending CAN KHEL to 144 or 199 or clicking on the WAP Link <http://wapstore.onmobile.com/vodafonecontest/wap/>. Upon effective un-subscription, an SMS will be sent to the Vodafone India number of the WAP Competition Pack Member confirming the un-subscription from the WAP Competition Pack. The process could take up to 48 hours to get activated and the Subscriber undertakes not to dispute/challenge any promotional update send by the Organizer during this period.
- A Subscriber can subscribe and unsubscribe to the WAP Competition Pack multiple times- i.e. if he/she unsubscribes from the WAP Competition Pack he/she can subscribe again, at any time, if he/she wishes to do so during the validity of the WAP Competition Pack. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again, in case there is a Contest live on that day and therefore the amount deducted may be more than Rs. 5/- per day.

## 6. Charging:

- All WAP Competition Pack Members will be charged Rs. 5/-, Rs. 3/- or Re. 1/- on all Contest days, depending on the balance available on his/her number registered with Vodafone India, irrespective of whether they participate in any Contest or not, once they have successfully subscribed to the WAP Competition Pack, until the completion of a Contest or until they unsubscribe from the WAP Competition Pack, whichever is earlier, unless the pricing has been revised for a particular Contest or for all further Contests, in which case the price revision will be communicated in advance.
- Charging for a particular day will be done irrespective of successful charging or failure for the previous day. Once charged, the amount will not be refunded to the WAP Competition Pack Members under any circumstances.
- WAP Competition Pack Members who do not have Rs. 5 balance will be charged Rs. 3 and WAP Competition Pack Members who do not have Rs. 3 balance will be charged Re. 1 for that particular day.
- Based on the amount charged on a particular day, the WAP Competition Pack Members will be allowed to answer questions as mentioned below for that particular day. Therefore:
  - WAP Competition Pack Members who are charged Rs. 5 will get to answer 7 questions;
  - WAP Competition Pack Members who are charged Rs. 3 will get to answer 5 questions; and
  - WAP Competition Pack Members who are charged Re. 1 will get to answer 3 questions.
- If the charging is successful, the WAP Competition Pack Member will get a confirmation SMS on his/her number registered with Vodafone India which will include details of the URL on which he/she can participate in the Contest and the URL for the Terms and Conditions. If the charging is not successful for any day during the Contest Period, an appropriate SMS will be

sent to the number of the WAP Competition Pack Member informing him/her about the unsuccessful charging.

- If a WAP Competition Pack Member does not get charged continuously for a period of 30 days when a Contest is active, the system will automatically deactivate the subscription to the WAP Competition Pack, without any liability on the Organizer or Vodafone India and the WAP Competition Pack Member shall not have any claims against the Organizer or Vodafone India in this regard. The WAP Competition Pack Member will be sent an SMS on his/her number registered with Vodafone India upon deactivation, which will also inform how he/she can again subscribe to the WAP Competition Pack.
- WAP Competition Pack Members will not be charged any amount on non-Contest days (i.e. after the end of one Contest, and before the start of the next Contest).

## **7. Contest:**

- Contest will be available on the WAP Link at <http://wapstore.onmobile.com/vodafonecontest/wap/> for all WAP Competition Pack Members.
- WAP Competition Pack Members will be allowed to play the Contest each day, only after successfully subscribing to the WAP Competition Pack and after being successfully charged for each day.
- The Contest consists of a total of 630 questions, with 2 answer options each. All questions are in multiple choice format and the answer to each must be selected from one of the 2 options only. WAP Competition Pack Members have to click on the 1st option or 2nd option, to answer the relevant question.
- On each day of the Contest, all successfully charged WAP Competition Pack Members will be sent the 1st question of the day as an SMS on their numbers registered with Vodafone India with the WAP Link. WAP Competition Pack Members can answer the question by clicking on the WAP Link. If a WAP Competition Pack Member has already started answering the questions on a day during the Contest Period through the WAP Link, she/he will not be sent the 1st question as an SMS.
- The WAP Competition Pack Member will get only one opportunity to answer each question. Once the WAP Competition Pack Member has answered a question, he/she will be given their updated scores and taken to the next question and answer options, irrespective of whether the answer is wrong or right.
- A WAP Competition Pack Member cannot answer more than 7 questions on any given day. The scores of the WAP Competition Pack Members in a day will not get carried over to the next day. His/her score will be reset to zero at the start of each day. The selection of the Winners will be based only on the points scored by a WAP Competition Pack Member on each day.
- For every right answer the WAP Competition Pack Member will get 1 point. There is no negative marking for a wrong answer.
- If a WAP Competition Pack Member stops playing the Contest after answering the nth question then when she/he visits the WAP Link to play the Contest on the same day, she/he will be given the (n+1)th question.

- Irrespective of whether or not the WAP Competition Pack Member has answered all the questions on a particular day, when she/he accesses the WAP Link on any day, she/he will be given the first question of that day.
- The WAP Competition Pack Member will be given the questions one after the other till she/he finishes answering all the questions for that day.
- The questions under the Contest shall be based on information available to public at large.
- There will be a black-out time for the Contest every day between 11:45 PM and 12:15 AM of the next day. This black out time will be communicated to all Subscribers at the time of subscription to the WAP Competition Pack. During this time the WAP Competition Pack Members will not be allowed to play the Contest.
- If a WAP Competition Pack Member wishes to unsubscribe from WAP Competition Pack, it can also be done by sending CAN KHEL as an SMS to 199 or 144(toll free) or by visiting the WAP Link <http://wapstore.onmobile.com/vodafonecontest>. Upon effective un-subscription, an SMS will be sent to the Vodafone India number of the WAP Competition Pack Member confirming his/her un-subscription from the WAP Competition Pack.
- Participation will be open only in the above mentioned Circles of Vodafone India and Subscribers roaming outside their home-circles will be barred from subscribing to the WAP Competition Pack and participating in this Contest.

## **8. Winner Selection Criteria:**

### **a) Grand Prize:**

The selection for the Grand Prize Winner will be conducted after the Contest ends. One MSISDN across all Circle Groups, as per the classification of Circle Groups\*\*\* given below with a minimum cumulative score of 100 points, in the least amount of time, during the Contest Period will be selected as the Winner of an Apple iPhone 6 Plus worth up to Rs 60,000/-. One MSISDN can win the Grand Prize only once in the Contest.

### **b) Weekly Prize:**

The selection for the Weekly Prize will be conducted as per the Weekly Schedule\*\* given below. One MSISDN across all Circle Groups, as per the classification of Circle Groups\*\*\* given below, with minimum cumulative score of 20 points, in the least amount of time, that week, as per the Weekly Schedule\*\*, will be selected as the Winner of a Gold Voucher worth up to Rs 7,000/- for that week. One MSISDN can win the Weekly Prize only once in the Contest. The Winner is entitled to use the Gold Voucher, subject to the terms and conditions applicable to the Gold Voucher.

In the selection of the Grand Prizes and Weekly Prizes, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer 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 answer 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.

**c) Daily 1<sup>st</sup> Prize:**

The Daily 1st Prize will be conducted for each day of the Contest and the selection for the Daily 1<sup>st</sup> prize will be conducted after 5 working days. One MSISDN across all Circle Groups, as per the classification of Circle Groups\*\*\*given below, with the score of minimum 7 points on that day, in the least amount of time, will be selected as the Winner of a mobile Recharge<sup>3</sup> worth up to Rs.500/- for such day. The winning MSISDNs will be removed from the list of eligible MSISDN's for Daily 2nd Prize and Daily 3<sup>rd</sup> Prize of that day. One MSISDN can win this prize only once in this Contest.

**d) Daily 2<sup>nd</sup> Prize:**

The Daily 2nd Prize will be conducted for each day of the Contest. The selection of the Winner of the Daily 2nd Prize will be conducted after the selection of the Winners of the Daily 1st Prize of that day. One MSISDN across all Circle Groups, as per the classification of Circle Groups\*\*\*, given below with the score of at least 5 points, in the least amount of time, on that day, will be selected as the Winner of mobile Recharge worth up to Rs.200/- for that day. One MSISDN can win this prize only once in this Contest. The winning MSISDNs will be removed from the list of eligible MSISDN's for Daily 3<sup>rd</sup> Prize of that day.

**e) Daily 3<sup>rd</sup> Prize:**

The Daily 3<sup>rd</sup> Prize will be conducted for each day of the Contest. The selection of the Winner of the Daily 3<sup>rd</sup> Prize will be conducted after the selection of the Winners of the Daily 1st Prize and Daily 2<sup>nd</sup> Prize of that day. One MSISDN across all Circle Groups, as per the classification of Circle Groups\*\*\*, given below with the score of at least 3 points, in the least amount of time, on that day, will be selected as the Winner of mobile Recharge worth up to Rs.100/- for that day. One MSISDN can win this prize only once in this Contest.

In case of a tie in the selection of any of the Daily Prizes, all the tied MSISDNs will receive the prize.

**Schedule for Weekly Prizes \*\*::**

Weekly Schedule		
Week	From	To
1	27-Oct	1-Nov
2	2-Nov	8-Nov
3	9-Nov	15-Nov
4	16-Nov	22-Nov
5	23-Nov	29-Nov

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<sup>3</sup> Recharge is the amount that will be given to the Winners as talk-time, based on the available denominations/offers in the respective Circle, Zone or State. In case in any of the Circles or 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 shall be borne by the Winner. It is clarified that Winners who are post-paid Subscribers of Vodafone India will receive the Recharge amount by way of credit of the Recharge amount in their respective winning MSISDN's.

6	30-Nov	6-Dec
7	7-Dec	13-Dec
8	14-Dec	20-Dec
9	21-Dec	27-Dec
10	28-Dec	3-Jan
11	4-Jan	10-Jan
12	11-Jan	17-Jan
13	18-Jan	24-Jan

**Classification of Circle Groups \*\*\*:**

<b>Sl.No.</b>	<b>Circle Groups</b>
1	Chennai + Tamil Nadu
2	North East + Assam + Orissa
3	Madhya Pradesh + Mumbai
4	Punjab, Uttar Pradesh East, Uttar Pradesh West, Haryana, Himachal Pradesh
5	Andhra Pradesh + Kerala
6	Gujarat
7	Maharashtra
8	Karnataka
9	Kolkatta & Rest Of Bengal & Bihar
10	Rajasthan & Delhi

- A Subscriber is eligible to win more than one prize during the Contest Period, which means that he/she can win more than one prize provided he/she meets the above said criteria of the respective prizes or gets selected by the selector in case of a tie, subject to Clause 23 and 24 below.
  - The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Contest will be witnessed in the presence of an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Winners, certify such process.
  - Without prejudice to the foregoing, the WAP Competition Pack Members shall not hold OnMobile, the Independent Auditor or Vodafone India liable for the Winner selection process under this Contest.
- 9.** The list of Winners of all prizes will be announced after the end of the Contest and after all the Winner selection processes are completed.
- 10.** All prizes, unless otherwise expressly specified herein, will be given after deducting various taxes, license fees and charges as applicable. To be eligible to claim the prizes of the Contest, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement.
- 11.** All decisions of the Organizer in respect of all transactions under this Contest, including without limitation the selection of Winners as certified by the Independent Auditor and other related transactions shall be final and binding and no correspondence or communication shall be entertained in this regard.

12. All prizes offered in this Contest are subject to availability. Organizer reserves the right to provide alternate models or brands of the same value, for any of the prizes or issue a Bank Gift Card (defined below) 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.
13. After the selection and validation of the Winners of all the prizes under the Contest, the Winners will be contacted, by calling them on 3 consecutive days on the number of the Winner(s) registered with Vodafone India, and will be given further details as to how, when and where they can collect their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-49292425 or 080-67186344. The Organizer and Vodafone India shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. In the event the Winners do not answer the calls of the Organizer, an SMS will be sent to the MSISDN of the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes ("**Intimation**"). 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 the Organizer 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 the Organizer, at its sole discretion, subsequent to completion of the Contest. In the event no special event is being conducted by the Organizer, the Winners shall be requested to provide their address to which the prizes may be sent by Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing the Contest. Delivery of prizes by the Organizer will be subject to the Winners giving the correct address and his/her availability there. Vodafone India shall not be responsible for delivering the prizes to the Winners and no such complaints or claims shall be entertained by Vodafone India in respect of delivery of such prize(s). The Winners agree that there shall be no liability on Organizer and Vodafone India 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 over phone or through SMS for a period of 3 days from the date of Intimation or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.
14. Without prejudice to the foregoing Clause 13, any failure on the part of the Winner under this 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 and the same prize will be given to the next eligible Winner, and this is limited up to 3 Winners for the Grand Prize. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s). 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 Organizer and Vodafone India 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 the Organizer, the Winners shall collect them from the place specified by the Organizer.
15. WAP Competition Pack Members may directly contact OnMobile at 08049292444 regarding any queries / complaints pertaining to the Contest between 9.30 AM and 6.30 PM on all working days from Monday to Friday. Alternatively, the WAP Competition Pack Members can send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which will be answered on working days, between Monday to Friday, from 9:30 AM to 6:30 PM. All disputes must be addressed by the WAP Competition Pack Member in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.

- 16.** 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 including without limitation daily updates of Your score and such other updates of the current Contest, promotional updates on any such Contest/ Contests as may be active for participation during the Contest Period. Also, the Subscribers may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming Contest/ Contests for 20 days from the date of commencement of such upcoming Contest.
- 17.** Organizer, Vodafone India or their affiliates shall be entitled to use, in any manner, the details of the WAP Competition Pack Members 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 WAP Competition Pack Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected WAP Competition Pack Members to other WAP Competition Pack Members unless expressly mentioned herein.
- 18.** Prize(s) under this Contest shall neither be transferable nor exchangeable for cash, unless otherwise expressly agreed by the Organiser. Mere participation in the Contest shall not entitle a WAP Competition Pack Member to any prize. No other person or agent can claim the prize on behalf of the WAP Competition Pack Member, unless specifically mentioned herein.
- 19.** 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 Organiser. 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 Organiser, at its sole discretion, to any of the category of prizes under this Contest .
- 20.** A WAP Competition Pack Member shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in Clause 21 herein.
- 21.** All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organiser. 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; and
  - d. In case of Winner holding a post-paid connection of Vodafone 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 Vodafone India number registered with the Organizer under the WAP Competition Pack;
  - e. In case of Winner holding a pre-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], an affidavit in the format provided by the Organizer, declaring that the Winner is the rightful user of the Vodafone India number and the same is registered with the operator in the name of the Winner.
- 22.** 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 Winner at the prevailing rate. 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 Winner, at the sole discretion of the Organizer.

**\*\*A WAP Competition Pack Member earning prize in excess of INR 10,000 in a year in aggregate from all Contests / offers conducted by OnMobile Global Limited as one of the Organizers irrespective of the operator or other Organisers will be subject to TDS under the Income Tax Act, 1961.**

- 23.** In all Contests launched by Organizer and Vodafone India jointly ("**Vodafone Contest(s)**") for the financial year 2015-16, one individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, 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 Vodafone India, has not crossed the Threshold Limit for the financial year 2015-16, and subsequently wins an individual prize in the financial year 2015-16 which results in his/her cumulative winnings for the financial year 2015-16 exceeding the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2015-16. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any Vodafone Contest in the financial year 2015-16, individually results in him/her crossing the Threshold Limit in the financial year 2015-16.
  - b. Once any individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, achieves the Threshold Limit for the financial year 2015-16, he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in financial year 2015-16; and
  - c. In the event there are multiple Vodafone Contests live simultaneously, the Winner announcement of which need not follow the same order as the respective Vodafone Contest launch dates, then the order of the Vodafone Contests for the purpose of reckoning the Threshold Limit shall be as determined by the Organizer in its sole discretion, and no claims will be made by any WAP Competition Pack Member in this regard.
- 24.** In all Vodafone Contests held in the financial year 2014-15, if one individual Winner, irrespective of number of mobile connections registered in his/her name with Vodafone India, has already won prizes aggregating Rupees Ten Lakhs or more for such financial year 2014-15, he/she will be eligible to win prizes worth up to Rupees Ten Thousand only, for the financial year 2015-16.
- 25.** Organizer and Vodafone India are not liable for any direct or indirect costs or expenses in relation to the Contest which are to be borne by the WAP Competition Pack Member personally, including without any limitation applicable taxes to be borne by the WAP Competition Pack Members eligible for prizes under the Contest.
- 26.** The WAP Competition Pack Members shall not have the right to claim any damages, loss or costs from the Organizer and Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever.
- 27.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the WAP Competition Pack Members in connection with the Contest.

28. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizer and Vodafone India including, but not limited to, meeting of the WAP Competition Pack Member's requirements or aspirations, timeliness, security, the results or reliability of the Contest, delay in time taken or recorded to answer a question, including 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 WAP Competition Pack Member expressly agrees that his/her participation in the Contest offered by the Organizer is at the WAP Competition Pack Member's sole risk and is governed by the Terms and Conditions herein and the terms and conditions of the WAP Competition Pack; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website (defined below) or through the Contest shall be construed to mean the giving of any warranty of any kind by the Organizer and Vodafone India.
29. 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. Any failure on the part of the Winners to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s).
30. The WAP Competition Pack Members hereby agree and undertake not to hold the Organizer, Vodafone India 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 they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of their participation in the Contest or subscription to the WAP Competition Pack.
31. The prizes shall be handed over by the Organizer on receipt of all the documents, from the Winners, required to process the distribution of the prize/s.
32. The list of Winners of the prizes shall be published on [www.vodafone.in](http://www.vodafone.in) and on <http://vodafone.contestzone.in> ("**Website**") after the end of the Contest and after all Winner selection processes have been completed. The Terms and Conditions of the Contest can be amended or varied from time to time or withdrawn and such amendments and changes would be specified in the website hence please visit the Website to keep Yourself updated and informed.
33. All incidental costs/taxes/levies related to the prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), insurance and any other taxes applicable by the Central, State or Municipal government.
34. This offer under this Contest cannot be used in conjunction with any similar offer or promotion.
35. This Contest (including without limitation prizes offered herein, content or questions used in this Contest) may contain factual references to the names of certain companies, products and individuals. The Organizer/s 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.
36. 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 or any circumstance beyond the reasonable control of Vodafone India and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to WAP Competition Pack or this Contest as a result of a Force Majeure Event.

OnMobile and/ or Vodafone India shall intimate the suspension of WAP Competition Pack or the Contest caused as a result of such Force Majeure Event to the WAP Competition Pack Members.

37. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
38. This Contest is 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.
39. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the WAP Competition Pack, so far as the same impact the terms and conditions of subscription to WAP Competition Pack as are specifically provided on the Website, the terms and conditions of the WAP Competition Pack shall prevail. In the event of any such discrepancies impacting the Terms and Conditions of this Contest, only these Terms and Conditions shall prevail and override the terms and conditions of the WAP Competition Pack.
40. 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. The facts are based on largely known facts and any exceptions are not considered. In the event of any discrepancy / dispute regarding the questions or answers, neither OnMobile, Vodafone India nor any third party involved shall be liable towards any WAP Competition Pack Member in any manner.
41. The Gold Vouchers offered as prize in this Competition will be given to the Winner(s) after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, TDS (if any) as applicable from time to time and applicable VAT on the purchase of the gold. The Winners will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold received.
42. The Winners can use the Gold Vouchers being given as Weekly Prize in this Competition to purchase gold only up to the value specified in the respective Gold Vouchers, irrespective of the rate of conversion of gold at the time of such purchase. The purity of the gold being offered as Prize in this Competition will be of 22 carat certified gold. Vodafone India does not vouch for the authenticity or quality of gold offered by the merchants.
43. Neither Vodafone India nor OnMobile shall be responsible for any claims arising out of technical failures before, during or after the completion of the Contest including but not limited to any technical failures in the telephone lines, any action that has been initiated, actioned or completed through the WAP Competition Pack Members mobile phone, delay in time recorded or taken for answering a question, including during the tie-breaker process, 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, Vodafone India and /or OnMobile shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of OnMobile or Vodafone India.
44. Organizer, Vodafone India nor 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 a WAP Competition Pack Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Contest.

45. Organizer and Vodafone India 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 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 WAP Competition Pack Members 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 WAP Competition Pack and any other services offered on and/or through WAP Competition Pack. Your continued subscription to WAP Competition Pack and/ or participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.
46. The WAP Competition Pack Members shall indemnify and keep indemnified Vodafone India and OnMobile, and their respective 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 OnMobile or Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the WAP Competition Pack Members under the Terms and Conditions, any failure by the WAP Competition Pack Member participating in the Contest to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the WAP Competition Pack Member. The Organizer, Vodafone India 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, whether in connection with WAP Competition Pack or the Contest.
47. An officer, director, employee, agent, associates, distributors, dealers of the Organizer or Vodafone India shall not be eligible to win any of the prizes offered in the Contest.
48. Vodafone India and Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates or any third party without consent of the WAP Competition Pack Members.
49. The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any WAP Competition Pack Member who tampers with or who in any way abuses the process or Terms and Conditions of the Contest. Failure by the Organizer or Vodafone India 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.
50. Any attempt by a WAP Competition Pack Member to deliberately undermine the legitimate operation of the Contest is a violation of laws and should such an attempt be made, the Organizer and/or Vodafone India reserve the right to seek damages from any such WAP Competition Pack Member to the fullest extent permitted by law.
51. Vodafone India and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as prizes nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the WAP Competition Pack Members under this Contest. OnMobile and Vodafone India are also not liable for any defect or deficiency in the prize(s) so offered to or availed by the WAP Competition Pack Members under this Contest. The WAP Competition Pack Members shall not have the right to claim any damages, loss or costs from OnMobile for delay in delivery of the prize(s) on any grounds whatsoever.

- 52.** Organizer and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the WAP Competition Pack Members.
- 53.** Organizer, Vodafone India and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any WAP Competition Pack Member in respect of the Contest.
- 54.** You, the WAP Competition Pack Member, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Contest shall remain, at all times, owned by OnMobile, Vodafone India or its 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/content on this Website, WAP Link and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 55.** Nothing in the Contest shall affect any intellectual property rights of the Organizer or Vodafone India or any of its affiliates in any product or service made available on the Website.
- 56.** Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone India and/or OnMobile, unless otherwise mentioned herein.
- 57.** By participating in the Contest, the WAP Competition Pack Members consent to the following information relating to them to be exchanged between Vodafone India, OnMobile 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: name, mobile phone number, score and/or photograph. The WAP Competition Pack Members 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.
- 58.** Any WAP Competition Pack Member providing any incorrect information, concealing or withholding any information from the Organizer or Vodafone India with 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 Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the WAP Competition Pack Member, shall entitle the Organizer to disqualify him/her without any further intimation.
- 59.** The WAP Competition Pack Members and Winners hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Contest in respect of the WAP Competition Pack Members (including WAP Competition Pack Member name and photograph etc.) shall be used by Vodafone India and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India's brand.
- 60.** The Winner's name will be announced as registered in the system of Vodafone India.
- 61.** The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an active Subscriber of Vodafone India on the date of claiming the prize/s.

- 62.** The service, the Contest and any other promotional endeavour or service may not be used for any commercial purpose by any WAP Competition Pack Member.
- 63.** These Terms and Conditions are subject to laws of India and subject to Clause 64, the Courts at Bangalore shall have exclusive jurisdiction.
- 64.** Any disputes or any matter arising here from will be referred to arbitration, in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996 and shall be conducted by a sole arbitrator to be appointed by Vodafone India, whose decision shall be final and binding on the parties to the dispute. The arbitration proceedings shall be conducted in English language and the venue of arbitration shall be Mumbai.