

## TERMS AND CONDITIONS FOR MEGA WIN

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**MEGA WIN**” or “the CONTEST”. BY PROCEEDING WITH PLAYING THE **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 **CONTEST**.

### Terms and Conditions

1. **MEGA WIN** (hereinafter referred to as the “Contest”) is conceptualized and organized by Tata Teleservices Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Jeevan Bharti, 10th Floor, Tower-I, 124, Connaught Circus, New Delhi- 110001 and its corporate office at A & E Blocks, Voltas Premises, T. B. Kadam Marg, Chinchpokli, Mumbai - 400033 and Tata Teleservices (Maharashtra) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Voltas Premises, T.B.Kadam Marg, Chinchpokli, Mumbai - 400 033 (collectively referred herein as “**TTL**” or “operator”). This Contest is open for participation for the active<sup>1</sup> pre-paid and post-paid category of Subscribers<sup>2</sup> (“Subscriber(s)”) of TTL, during the period from **29<sup>th</sup> DECEMBER, 2017 00:00:01hrs to 28<sup>th</sup> MARCH, 2018 23:59:59hrs**, both days inclusive (hereinafter referred to as the “**Contest Duration**”).
2. This Contest is organized by TTL and sponsored by **OnMobile Global Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (“**OnMobile**” or “**Partner**”). TTL and Partner reserves the right to extend or shorten the Contest Duration as it deems fit.
3. TTL and OnMobile shall hereinafter be jointly referred to as “**Organizer/s**”. The Subscribers understand that the gratification/s under the Contest are sponsored and provided by Partner as mentioned above and TTL shall not be held responsible or liable for non-delivery or shortfall subject to the Terms and Conditions of the Contest.
4. **The Contest is open for all active subscribers of TTL telecom circles (“Circle(s)”) of DELHI, RAJASTHAN, MUMBAI, MAHARASHTRA, KARNATAKA, KERALA, MADHYA PRADESH, GUJARAT, ANDHRA PRADESH, TAMIL-NADU & CHENNAI, UTTAR-PRADESH EAST, UTTAR-PRADESH WEST, PUNJAB, HARYANA, HIMACHAL PRADESH, BIHAR, ORISSA, KOLKATA, WEST**

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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 offered by Partners and TTL, jointly.

<sup>2</sup>Subscriber shall mean the rightful user of the TTL India connection, pre-paid or post-paid, in whose name the mobile phone connection number (MSISDN) is registered with the operator. In the event the number / connection is registered in the name of a company/ firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Contest, receive the gratifications and accept the terms applicable for the Contest.

BENGAL and who have successfully subscribed to the Contest by following the process mentioned hereunder. Notwithstanding the foregoing, if the operation of or participation in the Contest is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Contest. No further notice shall be given by Partner or TTL in this regard to the Subscribers.

**5. Eligibility:**

- Subscriber must be of or above 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must belong to any one of the Circles mentioned in these Terms and conditions;
- The name and address of the Subscriber must at all times correspond with the name and address of such Subscriber as is registered with TTL during the Contest Duration and on the date of Winner selection and distribution of gratifications under this Contest unless otherwise expressly authorized in writing by TTL.
- Subscribers must maintain a minimum balance of Rs.5/- to play the Contest.
- Subscriber must not be under any legal disability e.g., insolvency, restraint by court order etc. and /or is prohibited from entering into any contractual relationship.

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

Also, by participating in this Contest, You:

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

6. The Contest will be available in English and Hindi languages on Interactive Voice Response (“IVR”) and in English and Hinglish on Short Message Service (“SMS”). The contest shall be called MEGA WIN Contest across all circles. It might be possible that user gets only 1 language option on IVR basis circle preferred language as decided by the operator.

A Subscriber, by participating in the Contest, hereby agrees to these Terms and Conditions and gives the Subscriber's irrevocable consent to the process of selecting the Winners ("Selection Methodology") under this Contest as set out herein, and any appropriate changes that may be made to this Contest by Organizer including due to any legal or regulatory requirement, business exigencies, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the TTL or Partner, its affiliates and associates or for any reason whatsoever. Subscribers roaming outside their Circle shall be barred from playing the Contest. Further, the Subscribers who participate in the Contest and are chosen as Winners of each category of gratification in accordance with the Winner selection process under the Terms and Conditions of the Contest shall be required to be the registered TTL Subscribers of the winning mobile phone number and not merely the players using such mobile number ("Winner(s)"). If the Winner is not able to provide sufficient evidence to show that declared winner is the Subscriber of the mobile connection, Organizer's reserves the right to award the Gratification to the next eligible Winner or forfeit the gratification at the sole discretion of the Organizer's.

7. The participation in this Contest is purely voluntary.
8. The Subscribers may subscribe to this Contest by calling the toll-free number 543218 or sending an SMS to the toll-free number 543218 with the Key word "WIN" or any other keyword. It is clarified that any other keyword can be any random word input send by the Participant other than START, STOP, SCORE, PRI, RUL, TNC and this will in turn initiate the question for Subscriber.
9. It is also clarified that a Subscriber may participate in this Contest only through IVR and SMS. Each Subscriber shall be charged Rs. 5/- per Answer, during the Contest Duration.

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

In case of Low balance, a low balance prompt will be played and the call will be dropped.

If a Subscriber wants to unsubscribe from the Contest then it can be done by sending STOP as an SMS to 543218 (toll-free). Upon effective un-subscription, an SMS will be sent to the Subscriber, confirming the un-subscription from the Contest.

- Once a user calls 543218 or sends an SMS to 543218, the system checks if the caller has already subscribed to the contest or not. The above mentioned charges shall be deducted immediately after the recharge is done by the Subscriber.

## 10. Contest on Voice

The Contest consists of total 50 questions, with 2 answer options for each question and the Subscribers can answer the questions by pressing 1 or 2 on their mobile phone keypad. All questions are in multiple choice format and the answer to each must be selected from one of the two options only.

The Subscribers may answer any number of questions on a particular day at their discretion. The Subscribers will be played the questions one after the other till the Subscriber finishes answering all the questions of the Contest.

The questions under the Contest shall be based on general information available to public at large.

For all Subscribers who participate in the Contest for the first time by dialing 543218, a Subscriber will be able to hear the information informing them about the gratifications offered under the Contest, the charges per answer and the Terms and Conditions. This will be followed by the 1st question and answer options.

To listen to a question again the Subscriber can press\*. There will be no negative marking for a wrong answer.

For every right answer the Subscriber will be entitled to one point. After every answer, the Subscriber will be played an appropriate response followed by the updated score and given the next question.

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

## 11. Contest on SMS

The Contest consists of a total of 50 (fifty) questions, with 2 (two) answer options each and the Subscribers can answer the questions by sending A or B or 1 or 2 on their mobile phone keypad. The Subscribers may answer any number of questions on a particular day at their discretion. The Subscribers will receive the questions one after the other till subscriber finishes answering all the questions of the Contest.

The questions under the Contest shall be based on general information available to public at large.

For all Subscribers who participate in the Contest for the first time by sending the keyword WIN as an SMS to 543218, a welcome SMS will be sent to the Subscriber, informing them about the gratifications offered under the Contest, the charges per answer and the Terms and Conditions URL. This will be followed by the 1<sup>st</sup> question and answer options.

For every right answer the Subscriber will be entitled to 1 (one) point. After every answer, the Subscriber will be sent an appropriate response, with the updated score and given the next question and answer options. There will be no negative marking for a wrong answer.

If the Subscriber stops playing the Contest, then subscriber may resume playing the Contest by sending WIN or any other keyword except START, STOP, SCORE, PRI, RUL or TNC as an SMS to 543218 during Contest Duration, to receive the next question and answer options.

If the Subscriber stops playing the Contest after answering the nth question then when subscriber sends WIN or any other keyword except START, STOP, SCORE, PRI, RUL or TNC as an SMS on the toll free number 543218, subscriber will be played the (n+1)th question. If the Subscriber stops playing the Contest without answering the nth question, then when subscriber sends WIN or any other keyword except START, STOP, SCORE, PRI, RUL, TNC as an SMS on the toll free number 543218, subscriber will be played the nth question, which may be different from what subscriber received previously.

## 12. Gratification Grid\*

Gratification	Criteria	Point	Products	Selection	Price (INR)
Super Bumper Gratification	1 MSISDN	Highest Score	Bank Gift Card	National	1,00,000
Bumper Gratification	1 MSISDN	20	Activa4G	National	55,000
Valentines Special	1 MSISDN	3 points on that day	Gold Card	National	2,000
Holi Special	1 MSISDN	3 points on that day	Bank Gift Card	National	2,000
Weekly Gratification	1 MSISDN	7	Mobile Recharge	National	1,000
Daily 1st Gratification	1 MSISDN	4	Mobile Recharge	National	500
Daily 2nd Gratification	5 MSISDNs	2	Mobile Recharge	National	100
Daily Early Bird	10 MSISDNs	1	Mobile	National	50

Gratification			Recharge		
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\*The value of the above gratifications is subject to the clause 13 below.

### 13. Selection Methodology

#### Super Bumper Gratification

- The selection for the Super Bumper Gratification will be conducted after the Contest ends.
- 1 MSISDN with the highest score in the least amount of time, during the contest will be selected as the winner of BANK GIFT CARD worth Rs. 1,00,000.

#### Bumper Gratification

- The selection for the Bumper Gratification will be conducted after Super Bumper Gratification.
- 1 MSISDN with minimum of 20 points in the least amount of time, during the contest will be selected as the winner of AVTIVA 4G worth up to Rs. 55,000.
- Winner of Super Bumper Gratification will not be eligible for this Gratification

1 Individual winner, irrespective of MSISDNs, can get only one of the above Gratifications.

#### Valentines Special Gratification (14<sup>th</sup> February)

- The selection for the Valentines Special Gratification will be conducted as per the Valentines Special schedule\*\*\*\*\*
- 1 MSISDN with minimum of 3 points in the least amount of time, on 14<sup>th</sup> February will be selected as the winner of GOLD CARD worth Rs. 2,000.

#### Holi Special Gratification (2<sup>nd</sup> March)

- The selection for the Holi Special Gratification will be conducted as per the Holi Special schedule\*\*\*\*\*
- 1 MSISDN with minimum of 3 points in the least amount of time, on 2<sup>nd</sup> March will be selected as the winner of BANK GIFT CARD worth up to Rs.2,000.
- Winner of Valentine's Special Gratification will not be eligible for this Gratification.

#### Weekly Gratification

- The selection for the Weekly Gratification will be conducted as per the schedule\*\*\*.
- 1 MSISDN with minimum of 7 points in the least amount of time, during that week, will be selected as the winner of Mobile Recharge worth Rs. 1,000.
- 1 MSISDN can get the Weekly Gratification only once in the Contest.

#### Daily 1<sup>st</sup> Gratification

- 1 MSISDN with minimum of 4 points in the least amount of time on that day, will be selected as the winning MSISDN of Mobile Recharge worth up to Rs. 500.

- 1 MSISDN can win the Daily 1<sup>st</sup> Gratification only once in this contest.
- The winning MSISDN will be removed from the list of eligible MSISDNs for Daily 2<sup>nd</sup> of that day.

#### **Daily 2<sup>nd</sup> Gratification**

- 5 MSISDNs with minimum score of 2 points in the least amount of time on that day, will be selected as the winning MSISDN of Mobile Recharge worth up to Rs.100.
- 1 MSISDN can win the Daily 2<sup>nd</sup> Gratification only once in this contest

#### **Daily Early Bird Gratification**

- First 10 MSISDNs daily who scores 1 point, will be selected as the winning MSISDN of Mobile Recharge worth Rs. 50.
- 1 MSISDN can win the Daily Early Bird Gratification only once in this contest

In the selection of the Super Bumper and Bumper Gratification in case of a tie in the score & time taken, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. Winner of tie-breaker round will be the MSISDN with highest score in least amount of time. 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.

In case of a tie in the selection of winners for any of the Weekly, Daily Gratifications, Valentines Special and Holi Special in the Contest, the Winner will be the MSISDN that has achieved the relevant score as detailed above, first in point of time, which shall be electronically recorded by an independent system of the Organizer.

For winner selection, first question time taken will not be considered.

**The time taken for answering a question on Voice and SMS mode is calculated from the time system pushes the question till the answer input received by the system.**

A Subscriber is eligible to win more than one Gratification during the period of the Contest, which means that participant can win more than one Gratification provided participant meets the above said criteria of the respective Gratifications.

Time Taken of the users playing on SMS channel will be reduced by 8 times.

Example: If time taken by a user to answer a question on SMS channel is 800 milli seconds, then the time taken i.e. 800 milli second will be divided by 8, so the final time taken of the user considered for winner selection will be 100 milli second of that question.

Note: If a participant plays the contest over any of the available channels (IVR & SMS), his/her score will only be cumulative and not exclusive for each of the channels. ie: if the participant has started playing the contest on voice and has scored 2 points in 3 questions, if participant drops the call and resumes playing through SMS, participant will be given the 4th question, and if participant answers the question correctly, participant's score will be 3. And this will be the score that will be considered for the winner selection for all the Gratifications.

**\*\*Monthly Schedule**

Month 1	29-Dec	27-Jan
Month 2	28-Jan	26-Feb
Month 3	27-Feb	28-Mar

**\*\*\*Weekly Schedule**

<b>Weekly Schedule for gratification</b>		
<b>Week</b>	<b>From</b>	<b>To</b>
1	29-Dec	10-Jan
2	11-Jan	17-Jan
3	18-Jan	24-Jan
4	25-Jan	31-Jan
5	01-Feb	07-Feb
6	08-Feb	14-Feb
7	15-Feb	21-Feb
8	22-Feb	28-Feb
9	01-Mar	07-Mar
10	08-Mar	14-Mar
11	15-Mar	21-Mar
12	22-Mar	28-Mar

- The process of Winner selection for each category of Gratification, in accordance with the Winner selection process detailed in this Contest shall be the sole discretion of OnMobile and shall be witnessed by an independent third party auditor ("**Independent Auditor**") appointed by OnMobile who shall, after the selection of the Winners, certify such process. TTL shall be responsible only for the validation of the Subscribers details.



15. After the selection and validation of the Winners of all the gratifications under this Contest, the Winners will be contacted by OnMobile, by calling them for 3 (three) consecutive days on the number of the Winner(s) registered with TTL, and will be given further details as to how, when and where they can redeem their respective gratifications. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-67186344 or 080-49080661. In the event the Winners do not answer the calls of OnMobile, an SMS will be sent to the MSISDN of the Winners, from the number 543218 intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective gratifications ("**Intimation**"). For the avoidance of doubt, Intimation shall be on such date on which the respective Winners are contacted by OnMobile regarding their winnings under the Contest, either by way of voice calls or SMS detailed above.
16. OnMobile or TTL shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any numbers, other than as detailed hereinabove. The gratifications must be claimed by the Winners within 30 (thirty) days from the date of Intimation to the Winner, failing which, the Gratification(s) shall be deemed to be forfeited by OnMobile under the respective categories under the Contest. The gratifications 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 OnMobile, at its sole discretion, subsequent to completion of the Contest. In the event no special event is being conducted by OnMobile, the Winners shall be required to provide their address to which the gratifications may be sent by OnMobile, failing which the Gratification shall be forfeited. Delivery of gratifications will be subject to the Winner giving the correct address and the Subscriber's availability there. The Winners agree that there shall be no liability on OnMobile or TTL in the event the Winners cannot be contacted, on any account whatsoever. In the event that any of the Winners cannot be reached over phone or through SMS for a period of 3 (three) days from the date of Intimation for any reason whatsoever, OnMobile and TTL reserves the right to forfeit the Gratification at its sole discretion.

Without prejudice to the foregoing, any failure on the part of the Winner under this Contest to comply with directions issued by OnMobile or TTL shall entitle OnMobile, at its discretion, to cancel and forfeit the Gratification for the said Winner. The gratifications shall be delivered by Onmobile only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s).

17. All costs and expenses for collecting the Gratification unless otherwise specified shall be borne solely by the Winners under this Contest and the Gratification shall not be transferable and no request shall be entertained by OnMobile or TTL for such transfer. In the event the gratifications cannot be delivered, when specified that they will be delivered,

due to reasons beyond the control of OnMobile, the Winners shall collect them from the place specified by OnMobile.

18. All gratifications will be given after deducting various taxes, cess, license fees and charges, as applicable.
19. By entering the Contest, Subscriber 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 the current Contest or/and any such contest/s 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 Partner, of the upcoming contest/s for 20 (twenty) days from the date of commencement of such upcoming contests. Subscribers may send STOP as an SMS to 543218 to stop receiving such updates. The process could take up to 48 (forty eight) hours to get activated and the Subscriber undertakes not to dispute/challenge any promotional update send by the Partner during this period.
20. Subscriber may directly contact OnMobile at 080-46156661 TOLL-NUMBER regarding any queries or complaints pertaining to the Contest between 9.00 AM to 9.00 PM, on all working days except public holidays. Alternatively, the Subscribers may send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Subscriber in writing to OnMobile directly, and TTL shall not entertain any communication in this regard.
21. Where Gold Card is given to the Winner as a Gratification, it shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source ("TDS") as applicable from time to time and applicable GST on the purchase of the Gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the Gold received.
22. The Terms and Conditions for the Contest are also available on the Website [www.tatadocomo.com](http://www.tatadocomo.com) . The Terms and Conditions of the Contest can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.
23. The value of the gratification offered as the Monthly gratification i.e. Iphone7 shall not exceed Rs.50000. In case the specified model, type of phone offered in this CONTEST is discontinued or not available during or after the CONTEST, the Partner shall at its own discretion offer another phone of the similar value which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the Monthly Gratification that he is eligible to in this CONTEST and if the price of the

phone increase during or after the CONTEST or at the time of Gratification distribution/Winner announcement period, the Partner will only pay the value of the phone that was during the launch of the CONTEST and the Winner has to pay or bear the extra amount. The Gratification amount shall be given by way of cheque in the name of the dealer from whom the phone is being purchased.

24. The Gratification/s of the Contest will be given only to the winner/s in whose name the mobile phone number is registered. The Winner needs to be the TTL active subscriber at the time of receipt of Gratification/s and Winner should have cleared all the outstanding dues of TTL. To redeem the Gratification, the Winner should declare his name & address and provide proof of identity and other supporting documents as may be required by TTL.
25. The Gratification/s shall be subject to the laws of India, including all the tax laws. All applicable regulatory and statutory duties, cess, surcharges, taxes (including TDS), insurances, transfer fees, registration fees etc. that may be applicable to avail/use the Gratification/s will be borne by the Winner. Further, all the Winners must furnish a valid Indian PAN Card to claim the Gratification amount, or Gratification, irrespective of the value of the same, failing which the Winners' Gratification shall be forfeited, or the Gratification shall be rolled over to the next eligible Subscriber, at the sole discretion of OnMobile.

Any Gratification of value in excess of INR 10,000/- (Rupees ten thousand only) in a year\*\*\* will attract deduction of tax at source and all taxes to be paid on the Gratification/s shall be paid by the respective Winners at the prevailing rate, unless expressly specified otherwise.

\*\*\*A Subscriber earning Gratification in excess of INR 10,000/- (Rupees ten thousand only) in a year in aggregate from all contests or offers conducted by OnMobile Global Limited as one of the Partner irrespective of the telecom operator or other partner/ organizations will be subject to TDS under the Income Tax Act, 1961.

26. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
27. 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.
28. This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of a similar nature.

29. 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 nor TTL nor any third party involved shall be liable towards any Subscriber in any manner.
30. Neither TTL nor Partners will be responsible for any loss, damage, claims/demands by the Subscribers during or after completion of the Contest including without limitation due to any of the following reasons:-
- Subscriber is unable to understand the Terms and Conditions of the Contest;
  - Any other reason, event, error or incidence not within the control of TTL and/ or Partner;
  - Failure of servers or telephone lines or the failure to provide the correct Contest score updates; or
  - Any errors arising from or in connection with network failure, network congestion, network unavailability or any such technical issues including those arising out of technical snags or resultant inability of the listener.
31. Partner and TTL reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the Terms and Conditions and gratifications at their sole discretion at any time during its validity as may be required including in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscribers from the time of its posting on the Website. You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You, should discontinue the subscription to the Contest. Your continued subscription to Contest and/ or participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.

TTL and OnMobile may assign any or all of their respective rights under these Terms and Conditions to their affiliates or any third person without consent of the Subscriber

32. TTL and/or OnMobile shall not be liable for any delay, failure to comply with its obligations contained herein or adverse effect caused to this Contest, including without limitation those caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riots, civil commotion, terrorist attack, inevitable accidents, acts of god, technical snags, or any other circumstances beyond the reasonable control of TTL and/or OnMobile (“Force Majeure”).

33. OnMobile, TTL and their respective affiliates shall be entitled to use, in any manner, the details of the Subscribers including the information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the gratifications awarded to them, if any. By participating in the Contest, all Subscribers hereby agree to the same. OnMobile may, at its discretion, choose not to disclose the identity of the selected Subscriber to other Subscribers unless expressly mentioned herein. The Subscribers also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.
34. TTL and OnMobile reserve the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Contest. Failure by TTL and OnMobile to enforce any of its rights at any stage does not constitute a waiver of those rights and shall not give rise to any claim by any person
35. The Subscribers shall indemnify and keep indemnified TTL and OnMobile and their officers, directors, employees, customers, and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which TTL and OnMobile may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers under these Terms and Conditions, any failure by the Subscriber participating in this Contest to comply with applicable law and any third party claim in respect of misuse of any information of a third party. TTL and OnMobile shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber.
36. Any Subscriber providing any incorrect information, concealing or withholding any information from the Partners with an intent to participate and/or win the Contest will automatically be disqualified from receiving the gratification. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the TTL number, domicile, payment of outstanding amount to TTL or any other information provided by the Subscriber, shall entitle Partner to disqualify him/her without any further intimation.
37. This Contest is being made purely on a "best endeavor" basis and participation of Subscribers is voluntary, and subject to acceptance of these Terms and Conditions.
38. The employees and family members of the Organizers and of their group companies, affiliates or associate companies shall not be eligible to participate in the Contest.

39. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, Website and all material or content related to the Contest shall remain, at all times, owned by Partner, TTL or its respective owners. All material and content contained in this Website or any SMS content is made available for Your personal and non-commercial use only. Any other use of the material/content on this Website or any information disseminated by SMS or any other means of communication is strictly prohibited. Nothing in the Contest shall affect any intellectual property rights of Partners or TTL or any of their affiliates in any product or service made available on the Website.
40. All gratification offered in this Contest are subject to availability. OnMobile reserves the right to provide alternate models or brands of the same value, for any of the gratifications or issue a Bank Gift Card<sup>3</sup> for the value of the Gratification won under the Contest, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Card.
41. This Contest may contain factual references to the names of certain companies, products and individuals. The Partner and TTL make no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
42. The Subscribers shall not have the right to claim any damages, loss, expiry or costs from the Partners and/or TTL for delay in delivery of the Gratification(s) on any grounds whatsoever. Partners and/or TTL are neither responsible nor guarantee the quality of the goods or services being offered as Gratification/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Contest. TTL and/ or Partner is also not liable for any defect or deficiency in the Gratification(s) so offered or availed by the Subscribers under this Contest.
43. The gratifications under this Contest can be redeemed only once. Gratification are offered on 'NO EXCHANGE' and 'NO REFUND' basis. Neither the Partner, TTL nor any third party will entertain any requests for exchange in lieu of the Gratification/s. Mere participation in the Contest shall not entitle a Subscriber to the Gratification. No other person or agent can claim the Gratification on behalf of the Subscriber, unless otherwise expressly mentioned herein. Apart from the entitlement to the above Gratification/s, the Winner/s and/or their legal heirs, successors or representative will have no other rights or claims against TTL and/or Partner, unless otherwise expressly provided hereunder.

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<sup>3</sup>A Bank Gift Card acts as a pre-filled card, in which the Winner's Gratification amount, less TDS if applicable, is available and is given to the Winners at the sole discretion of the Partner. 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 Partner, at its sole discretion, to any of the category of gratifications.

44. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Partner and TTL including but not limited to, meeting of the Subscribers requirements or aspirations, timeliness, security, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process due to technical snags including network failure or system error or otherwise, the results or reliability of the Contest, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any transactions effected through the Contest; (b) The Subscribers expressly agrees that the Subscriber's participation in the Contest offered by TTL is at the Subscribers sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Contest shall be construed to mean the giving of any warranty of any kind by the Partners or TTL

Neither TTL nor Partner shall be responsible for any loss, damage, claimed/demanded by the Subscribers due to any of the following reasons:

- Subscriber is unable to send the SMS for whatever reasons to the Contest short code;
  - Subscriber sends an SMS inadvertently or otherwise to a wrong SMS code;
  - Subscriber sends the SMS but with wrong text;
  - Subscriber is unable to understand the terms and conditions of the Contest;
  - Subscriber is unable to understand the process of participation or is unable to participate in the Contest;
  - Subscriber is declared as a winner but is aged less than 18 years of age or is incompetent to enter into a contract; and /or
  - Any other reason, event, error or incidence not within the control of TTL/ Partner.
45. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect. Any disputes with regard to the Contest, will be subject only to the jurisdiction of the courts in Delhi.
46. Subscribers hereby agree and confirm that Subscriber is aware that an SMS sent by the Subscriber may not be received by the Organizers instantly due to various factors outside the control of the Organizers such as Network failure or System failure and hereby agrees not to dispute/challenge the delay caused hence. The time for recording of answer shall be the time at which the Organizer receives the answer and not the time at which the Subscriber sends an answer from the Subscriber's handset. For example – If a subscriber sends an answer at 2 PM but it was received by Organizers only at 3 PM, then 3 PM will be considered for Winner Selection. The Subscriber undertakes not to challenge the selection

process of winner(s) in case of tie in the number of points scored, since the time at which the SMS was received by Organizers will be considered for selecting the winner.

47. Subscriber hereby agrees and confirms that Subscriber is aware that in case of any delay or any kind of error relating to call connectivity and/ or call drops while playing the Contest through IVR, due to various factors outside the control of the Organizers such as Network failure or System failure, Subscriber agrees not to dispute/challenge the delay hence caused. The time for recording of answer shall be the time at which the Organizer receives the answer and not the time at which the Subscriber sends an answer from the Subscriber's handset. For example – If a subscriber sends an answer at 2 PM but it was received by Organizers only at 3 PM, then 3 PM will be considered for Winner Selection. The Subscriber undertakes not to challenge the selection process of winner(s) in case of tie in the number of points scored, since the time at which the response was received by Organizers will be considered for selecting the Winner.
  
48. Subscribers hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Challenge to know the winner and to claim their gratification, if any. Post winner declaration and completion of their announcement and further process as the case may be if Organizer finds that the declared winners are wrong then organizer reserves the right to declare the correct winners again and cancel the gratification of winners declared earlier.