

****TERMS AND CONDITIONS FOR “New Year” CONTEST****

PLEASE READ THESE TERMS & CONDITIONS AS MENTIONED BELOW (T&C) CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “New Year” (HEREINAFTER THE “CONTEST”). BY PROCEEDING WITH REGISTRATION AND USE OF THE CONTEST, YOU AGREE TO BE LEGALLY BOUND BY THESE T&C. IF YOU DO NOT AGREE TO THESE T&C, PLEASE DO NOT PARTICIPATE IN THE CONTEST.

PARTICIPATION

1. The Contest is open only to Indian citizens (individuals), residing in India, aged 18 years or above and who are valid GSM and CDMA subscribers Tata Teleservices Limited (TTSL) a company 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/or Tata Teleservices (Maharashtra) Limited (TTML) having its registered office at Voltas Premises, T. B. Kadam Marg, Chinchpokli, Mumbai - 400 033 (TTSL and TTML are hereinafter collectively referred to as “TTL”)
2. To participate in the Contest, the TTL subscribers have to read, understand and accept the terms and conditions contained on the website and dial into the IVR short code and correctly answer questions designed around content related to Bollywood Short movies, Songs, Dialogues & Reviews
3. This contest will be open for both new Subscribers as well as existing Subscribers of Live Astrology (Voice Service). The Subscribers may participate in this Contest by calling the toll-free number 5330013 (GSM and CDMA) Prepay and Postpay Subscribers. New Subscribers can also call the toll free number 5330013 and start playing the contest.
4. Subscriber needs to pay subscription Charge of Rs.20/- for Live Astrology service to be eligible for the contest.
5. The Contest is organized by TTL for its Subscribers and sponsored and managed by its platform partner Hariom Media Services Pvt. Ltd. (hereinafter “Hariom”).
6. The Contest is not open for the employees, distributors, franchisees, agents, vendors and suppliers of TTL and HARIOM or for the relatives/dependants of such employees, distributors, franchisees, agents, vendors and suppliers. For the purpose of the Terms and Conditions of this Contest, the term relative shall have the same meaning as contemplated under section 2(41) of the Income Tax Act, 1961, or as may be determined by TTL at its sole discretion.

DURATION AND TERRITORY

7. The Contest shall run for the period of 45 days commencing from 30th December , 2017 at 00.01 hours in the morning and concluding on 12th February 2017 at 23:59 hours in the night (both days inclusive) (hereinafter referred as the “Contest Period”). The Contest is valid throughout the telecom circles in India where TTL is entitled to provide telecom services.

CONTEST PARTICULARS

8. Subscriber needs to be active on service during Contest period.
9. The Contest is in the form of questions based on general knowledge, which must be answered by the Participant by using his own knowledge and skill.
10. Subscriber needs to go to **New Year** CONTEST menu & answer the questions and pay Rs 3 for per Answer.
11. The Subscriber will be gratified basis on the highest score by answering maximum questions & Subscriber has to be active on Live Astrology service during the contest period
12. Subscribers can answer the questions by pressing on their mobile phone keypad.
13. The questions under the Contest shall be based on General Knowledge
14. If the Subscriber stops playing the Contest, then he/she may resume playing the Contest by calling the toll free number 5330013 during Contest Period, to receive the next question and answer options.

Selection of successful Winners-

15. The winner of the contest shall be announced after the conclusion of the Contest Period.

16. The prizes in this Contest will be as follows:

Sr. No	Gratification Description	Quantity	Costing
1	4 Gm Gold Coin	1	13000
2	2000 Cash Vouchers	6	12000

17. In case there are two or more Subscribers with the same highest score, then the Subscriber that gave answers in less time span will be considered as winner for the specific prize. The decision of TTL shall be final and binding on the Subscribers of the Contest. Neither TTL nor **HARIOM** will entertain any dispute in this respect. Winner will get only 1 Gratification as per eligibility. The Subscriber understands and accepts that the prize/s under the Contest are sponsored and provided by **HARIOM**. TTL does not guarantee or make any representations or warranties regarding the quality, performance, features or capabilities/utility of the prizes to winner(s) of the Contest and TTL shall not be held responsible or liable for non-delivery or delay or shortfall or deficiency in the prize/s, and all the legal remedies in relation to the prizes shall solely lie against **HARIOM**.
18. TTL and **HARIOM** are neither responsible nor guarantee the quality or merchantability of the goods/services being offered as prizes nor are they liable for any defect or deficiency of goods or services so obtained/availed, by the subscribers under this Contest.
19. The winner/s shall be intimated within 60 business days of the conclusion of the Contest, by **HARIOM** through a telephonic call and/or SMS, on confirmation of the list of winners by TTL.
20. There will not be any assured gift to the subscribers for participating in the Contest.
21. Existing subscribers needs to be active (Subscribed on My Talkies Service) during the contest and has to pay Charges as per the Tariff for the My Talkies Service Subscriber should not unsubscribe from the service while the contest is running or else even if the user is eligible for gratification the same will not be given to him. To redeem the prize, the winner should declare his name & address and provide proof of identity and other supporting documents as may be required by TTL.
22. The prize/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 an active TTL subscriber at the time of receipt of prize/s and winner should have cleared all the outstanding dues of TTL. To redeem the prize, the winner should declare his name & address and provide proof of identity and other supporting documents as may be required by TTL.
23. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by TTL. 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):
- Identity Proof;
 - Address Proof;
 - Photocopy of PAN Card;
 - In case of Winner holding a post-paid connection of TTL number and is entitled to a prize, the value of which exceeds Rs.5000/-, self-attested copy of the latest bill issued by the operator in respect of the TTL number registered with operator in the name of the Winner; and
 - In case of Winner holding a pre-paid connection of TTL number and is entitled to a prize, the value of which exceeds Rs.5000/-, an affidavit in the format provided by TTL, declaring that the Winner is the rightful owner of the TTL number and the same is registered with the operator in the name of the Winner.
24. TTL is not liable for any direct/indirect costs or expenses in relation to the contest which are to be borne by the Subscriber personally, including without any limitation, applicable taxes to be borne by the Subscriber eligible for the prize.
25. The prize/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 prize/s will be borne by the Winner. 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 respective Winners at the prevailing rate, unless expressly specified otherwise. 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 Subscriber, at the sole discretion of TTL.
26. In the event, no response is received from the concerned winner to the telephonic call or SMS within 30 business days of intimation by **HARIOM**, then the winner will be intimated through the registered post, to the address provided by the subscriber as per TTL records. If the concerned winner does not respond to the registered post communication within 7

business days of the receipt of the post or if the registered post returns undelivered, then his/her prize/s will stand forfeited.

27. The prize/s will be distributed by **HARIOM** within 15 business days from the acknowledgement by the concerned winner of the communication sent by **HARIOM**, subject to the submission of supporting documents by winner as required by TTL and **HARIOM**. If the winner abstains from taking the delivery of the prize/s, and/or fails to collect the same within 30 business days from the said acknowledgement, then the prize/s shall stand forfeited.
28. The prize/s to the winners shall be given subject to compliance with all applicable statutory legislations/ processes / formalities in connection with the prize(s) and on production of all such documents / papers as may be required by TTL before the delivery of the prize. Any failure on the part of the winners to comply with directions issued by TTL for claiming the prize shall entitle TTL to forfeit the prize(s) or roll the prize over to the next eligible winner, at its sole discretion. TTL at its sole discretion shall decide the model/variant of any prize being offered in this Contest.
29. The prizes are non-endorsable, not transferable and non-substitutable. The prizes are offered on '**NO EXCHANGE NO REFUND**' basis. TTL will entertain no requests for exchange in lieu of the Prize/s.
30. Apart from the entitlement to the above prize/s, the winner or his legal heirs will have no other rights or claims against TTL or **HARIOM**.
31. The prizes shall be subject to the laws of India, including all the tax laws. All applicable regulatory and statutory duties, cess, surcharges, taxes (including TDS deduction by **HARIOM**), insurances, transfer fees, registration fees etc. that may be applicable to avail/use the prize/s, will be borne by the Partner

OTHER CONDITIONS

32. TTL shall not be responsible for any incorrect / misleading information relating to this Contest presented / displayed on any other information center, webpage through any source other than the Contest Page. TTL will not be liable for any loss suffered by any Subscriber/s based on the representation, terms, conditions, information presented / displayed on any source other than the Contest Page.
33. The subscriber hereby understands and gives his/ her irrevocable consent for personal information relating to the subscriber to be exchanged with TTL or **HARIOM** or published and/or communicated to/in any media that it may deem fit, and TTL or **HARIOM** or their vendors may, at its sole discretion choose to publish or disclose the name(s), phone number(s), score(s) and/or photographs of all Subscribers, if required, and specifically, of winners.
34. Participation of subscribers is voluntary, and subject to acceptance of these Terms and conditions. Any failure on the part of the Subscriber to comply with directions issued by TTL or **HARIOM**, or in the event of any ambiguity/ uncertainty/ unavailability as to the identity of the Subscriber, TTL in their own discretion will be entitled to cancel the prizes for the said Subscriber and the decision of TTL in this regard shall be final.
35. The subscribers shall indemnify the TTL and **HARIOM**, their officers, directors and affiliates against any claims including third party claims, disputes, actions, liabilities and damages that may arise as a result of act or omissions of the subscribers, on account of (i) subscriber's breach of the T&C of this Contest, (ii) submission of incorrect personal information and /or (iii) subscriber's failure to comply with applicable laws.
36. Neither TTL nor **HARIOM** will be responsible for any loss, damage, claimed/demanded by the subscribers due to any of the following reasons:-
 - a. Subscriber is unable to understand the terms and conditions of the Contest;
 - b. Subscriber is unable to understand the process of participation or is unable to participate in the Contest;
 - c. Subscriber is declared as a winner but is aged less than 18 years of age or is incompetent to enter into a contract;
 - d. Any other reason, event, error or incidence not within the control of TTL and **HARIOM**.
 - e. Network failure, network congestion, network unavailability or any such other technical issues.
37. TTL will not be liable for any loss, claim, damage, expenses whether expressed, implied, real, consequential incurred by the Subscribers due to participation in the Contest.
38. By taking part in the contest, the Participant confirms and waives the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive promotional messages including without limitation daily updates of 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 organizer, of the upcoming contest/s for 30 days from the date of commencement of such upcoming contest.
39. The Contest cannot be clubbed with any other contest or offer.
40. TTL and/or **HARIOM** shall not be liable for any failure to comply with its obligations contained herein, caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riots, civil commotion, terrorist attack, inevitable accidents, acts of god or any other circumstances amounting to Force Majeure.

41. TTL shall not be responsible for any loss or damage if it has to discontinue or cancel this Contest in compliance with any law, ruling, order, regulation, circular, notification, requirement or instruction of any Central/State Government or for any other unavoidable reason beyond its control.
42. 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.
43. The Subscriber hereby agrees and undertakes not to hold TTL and any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that the Subscriber may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Contest.
44. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by TTL including, but not limited to, meeting of the Subscriber's requirements or aspirations, timeliness, security, the results or reliability of any Contest, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any transactions effected through the Contest; (b) The Subscriber expressly agrees that his/ her participation in the Contest offered by TTL is at the Subscriber's 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 TTL.
45. The participation in this Contest implies unconditional acceptance of all the terms and conditions of the Contest by the subscribers.
46. TTL reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the T&C and prizes at its sole discretion and at anytime during its validity and the same shall be binding on the subscriber/participant. Subscriber is therefore advised to check this website regularly for any update(s) or amendment(s) made to these T&C. The decision of TTL as to the interpretation of any of these terms and conditions shall be final and binding on the Subscribers of this Contest.
47. 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 T&C, which shall remain in full force and effect.
48. TTL and HARIOM, or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Subscriber and/or any third party, directly or indirectly, by use of the prizes offered in this Contest.
49. Any disputes with regard to the Contest, will be subject to the exclusive jurisdiction of the courts in Mumbai.