

## **TERMS AND CONDITIONS FOR FLY WITH BIKE**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “Fly with Bike” 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 THE **CONTEST**.

### **Terms and Conditions**

1. **Fly with Bike** (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 **17<sup>th</sup> Jan 2018 00:00:01 hrs to 10<sup>th</sup> Apr 2018 23:59:59 hrs**, both days inclusive (hereinafter referred to as the “**Contest Duration**”).
2. The Contest is organized by TTL for their subscribers, and sponsored, operated and managed by **Lumata Digital India Pvt. Ltd.** a company incorporated in India having its registered office at Level 12, Building No. 8, Tower C, DLF Cyber City, Phase II, Gurgaon, Haryana - 122002, India, (hereinafter referred to as “**Lumata/Partner**”). TTL and Partner reserves the right to extend or shorten the Contest Duration as it deems fit.
3. The Subscribers understand that the prize/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, delay, or shortfall or deficiency in the prize/s and all the legal remedies in relation to the prizes shall solely lie against the Partner.
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 , REST OF 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

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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 competitions 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 prizes and accept the terms applicable for the Contest.

and on the date of Winner selection and distribution of prizes under this Contest unless otherwise expressly authorized in writing by TTL.

- 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 currency of all information that You have submitted; and
- Warrant that prior to subscribing to the Contest, You have read, understood and have agreed to be bound by the Terms and Conditions herein

A Subscriber, by participating in the Contest, hereby agrees to these Terms and Conditions and gives his/her 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 TTL 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.

6. The participation in this contest is purely voluntary.

## 7. Contest

Subscribers	Charges	Call to action/How to participate
Existing users to Lumata powered services	Rs 3/Ans	Sms <b>WIN TO 54321/582820/58282</b>
Non-Existing users to Lumata powered services	Rs 5/Ans	Sms <b>WIN TO 54321/582820/58282</b>

- 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.
- The Monthly/Weekly/Daily subscription charges of Lumata pack shall be Rs.45/18/2 respectively, with all fall-back pricings. Daily pack of Rs. 5 will be available for special events like cricket etc.
- Subscribers can opt from the above mentioned subscription charges and can play the contest @Rs 3/Ans.
- Charges on roaming will be as per prevailing roaming rates for SMS services.
- The Participant will score 1 point for every correct answered question and there will be no negative marking for wrong answer.

## 8. Gratification Grid

Feel the Speed										
S.No	Prize	Description	Total Gratification Count	Amount			Eligibility Points			Total Gratification Cost
				1	2	3	1	2	3	
1	Daily Recharge	1/Daily	168	200			50			33,600
2	Cash Prize	1/Week	12	11,000			2,000			132,000
3	LED TV	1/Month	3	30,000			8,000			90,000
4	Sports Bike ( KTM Duke 200 )	1/Bumper	1	150,000			45,000			150,000
										405,600

9. TTL shall display the name of the winners of only Monthly and bumper prize category on their website. It is clarified that TTL shall display the name of the winners in such manner so as to prevent the complete disclosure of the winner's identity. It will be displayed for a period of one week within 30 days from the date the contest ends. Customer has to check the websites on regular basis.

10. The Subscribers who participate in the Contest and are chosen as Winners of each category of prizes 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 he/she is the Subscriber of the mobile connection, TTL reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion

#### 11. Selection Methodology

The criteria for selection of winners shall be as follows:

- Daily prize category:** The selection for the Daily Prize will be conducted as detailed in the Schedule. This selection shall be conducted only after the Contest ends and after the Bumper Prize Winner is selected. 1 (One) MSISDN across all Circles, with highest score during daily basis; subject to minimum score of 50 (Fifty) points and has played the contest as per the Schedule will be selected as the Winner of daily prize for the day. One Subscriber can win the daily Prize only once in the Contest Duration.
- Weekly prize category:** The selection for the Weekly Prize will be conducted as detailed in the Schedule\*\* given below. This selection shall be conducted only after the Contest ends and after the Bumper and monthly Prize Winner is selected. 1 (One) MSISDN across all Circles, with highest score during a Contest Week; subject to minimum score of 2000 (Two Thousand) points and has played the contest as per the Weekly Schedule \*\* below will be selected as the Winner of weekly prize for such week. The selection for the Weekly Prize Winners shall be conducted in ascending order of the months, as detailed in the Weekly Schedule\*\* below. One Subscriber can win the Weekly Prize only once in the Contest Duration.

Sl No	Start Date	End Date
1	17-Jan	23-Jan

2	24-Jan	30-Jan
3	31-Jan	6-Feb
4	7-Feb	13-Feb
5	14-Feb	20-Feb
6	21-Feb	27-Feb
7	28-Feb	6-Mar
8	7-Mar	13-Mar
9	14-Mar	20-Mar
10	21-Mar	27-Mar
11	28-Mar	3-Apr
12	4-Apr	10-Apr

- Monthly prize category:** The selection for the Monthly Prize will be conducted only for such months as detailed in the Monthly Schedule\*\* given below. This selection shall be conducted only after the Contest ends and after the Bumper Prize Winner is selected. 1 (One) MSISDN across all Circle-Groups, with highest score during a Contest month; subject to minimum score of 8000 (Eight Thousand) points and has played the contest as per the Monthly Schedule \*\* below will be selected as the Winner of monthly prize for such month. The selection for the Monthly Prize Winners shall be conducted in ascending order of the months, as detailed in the Monthly Schedule\*\* below. One Subscriber can win the Monthly Prize only once in the Contest Duration.

Monthly**		
Sl No	Start Date	End Date
1	17-Jan	14-Feb
2	15-Feb	15-Mar
3	16-Mar	10-Apr

- Bumper Prize:** The selection for the Bumper Prize will be conducted after the Contest ends. 1 MSISDN scoring highest score during entire contest period and having scored more than 45000 (Forty Five Thousand) points (across India) during contest period.

Bumper**		
Sl No	Start Date	End Date
1	17-Jan	10-Apr

\*List of Circle Groups:

Circle Name
ANDHRA-PRADESH
BIHAR
CHENNAI
DELHI
GUJARAT
HARYANA
HIMACHAL-PRADESH

KARNATAKA
KERALA
KOLKATA
UTTAR-PRADESH- EAST
MADHYA-PRADESH
MAHARASTRA
MUMBAI
ORISSA
PUNJAB
RAJASTHAN
TAMIL-NADU
UTTAR-PRADESH-WEST
REST OFBENGAL

In the selection of the Winners of the Bumper Prize, Monthly or Weekly, in case of a tie if there are two or more Participants with the same score for the relevant Contest week or Contest Month or Contest Period; as the case may be, then the Participant who has made the relevant score first in point of time as per TTL/ Lumata's records will be considered by TTL/ Lumata as the first winner for the specific prize. The other Participants who have scored the same points as first winner but in time longer than first winner, will be first considered for the balance prizes of the relevant Contest day or Contest week or Contest month or Contest Period; as the case may be, and then the Participants with second highest score or so on. The decision of TTL/Lumata shall be final and binding on the Participants of the Contest. TTL shall not entertain any dispute in this respect. TTL shall be responsible only for validation of the Subscribers details.

Without prejudice to the foregoing, any failure on the part of the Winner under this Contest to comply with directions issued by Lumata or TTL shall entitle Lumata, at its discretion, to cancel and forfeit the prize for the said Winner.. 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 Lumata or TTL 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 Lumata, the Winners shall collect them from the place specified by Lumata.

12. Contestants can play any number of questions. There are no caps on number of question to be played and the score of each day shall be provided to the Contestant on a regular basis from time to time.
13. Neither TTL nor Lumata will be responsible for any loss, damage, claimed/demanded by the Participants due to any of the following reasons:-
  - a. Participant is unable to send the SMS for whatever reasons to the Contest short code;
  - b. Participant sends an SMS inadvertently or otherwise to a wrong SMS code;
  - c. Participant sends the SMS but with wrong text;
  - d. Participant is unable to understand the terms and conditions of the Contest;
  - e. Participant is unable to understand the process of participation or is unable to participate in the Contest;
  - f. Participant is declared as a winner but is aged less than 18 years of age or is incompetent to enter into a contract;
  - g. Any other reason, event, error or incidence not within the control of TTL/ Lumata but which is directly or indirectly against the spirit and/or purpose of the Contest which may be solely at the discretion of TTL. Apart from the entitlement to the above prize/s,

the winner/s or their legal heirs will have no other rights or claims against Lumata or TTL.

14. After the selection and validation of the Winners of all the prizes under this Contest, the Winners will be contacted by Partner, by calling them for 3 consecutive days on the mobile 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 prizes. In the event the Winners do not answer the calls of Partner, an SMS will be sent by Partner 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**").
15. Neither Partner nor TTL shall be liable for any reason whatsoever in the event the Winners respond or communicate in any other form, with any other numbers, other than the registered mobile number with TTL. 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 Partner under the respective categories under the Contest.. The Winners shall be required to provide their address to which the prizes may be sent by the Partner, failing which the prize shall be forfeited. Delivery of prizes will be subject to the Winner giving the correct address and his/her availability there. The Winners agree that there shall be no liability on Partner 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 days from the date of Intimation for any reason whatsoever, the Partner and TTL reserves the right to forfeit the prize at its sole discretion.
16. 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 Lumata or TTL 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 Lumata, the Winners shall collect them from the place specified by Lumata.
17. All prizes will be given after deducting various taxes, license fees and charges as applicable.
18. The Terms and Conditions for the Contest is also available on the Website [www.tatadocomo.com](http://www.tatadocomo.com) and [www.tataindicom.com](http://www.tataindicom.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.
19. 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 the TTL active 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.
20. 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. 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 and Lumata.
21. 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. ( \*\*\*A Subscriber earning prize in excess of INR 10,000/- in a year in aggregate from all competitions or offers conducted by Lumata as one of the Partner irrespective of other Partner/ organisations will be subject to TDS under the Income Tax Act, 1961.
22. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
23. 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.

24. In all contests launched by Lumata and TTL India jointly ("TTL Competition(s)") for the financial year 2017-18, one individual Winner, irrespective of the number of mobile connections registered in his/her name with TTL, is entitled to win prizes aggregating up to Rupees Five Lakhs only ("Threshold Limit"). However, notwithstanding the Threshold Limit, if an individual Winner, irrespective of the number of mobile connections registered in his/her name with TTL, has not crossed the Threshold Limit and subsequently wins an individual prize in the financial year 2017-18 which results in his/her cumulative winnings for the financial year 2017-18 crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2017-18. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any TTL Competition in the financial year 2017-18, individually results in him/her crossing the Threshold Limit in the financial year 2017-18.
25. In all TTL Contests held in the financial year 2017-18, if one individual Winner, irrespective of number of mobile connections registered in his/her name with TTL, has already won prizes aggregating Rupees Ten Lakhs or more for such financial year 2017-18, he/she will be eligible to win prizes worth up to Rupees Ten Thousand only, for the financial year 2017-18. This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of a similar nature.
26. Questions and their answers are designed/ sourced by Lumata, 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 Lumata nor TTL nor any third party involved shall be liable towards any Subscriber in any manner.
27. 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 Terms and Conditions and prizes 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.
28. TTL and/or Lumata 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 Lumata ("Force Majeure").
29. The Subscribers shall indemnify and keep indemnified TTL and Lumata 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 Lumata 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 Lumata shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscriber.
30. The Contest is neither open to employees, distributors, franchisees, agents and suppliers of, TTL and Lumata, nor to the relatives /dependents of such employees, distributors, franchisees, agents, vendors and suppliers, of TTL and Lumata. Unwanted agencies/ professional player/professional player using automated responders/programs/any tool to reply to contest questions and any subscriber who has won One Bumper Prize across all contests in all circles organized by TTL from January 2017 to December 2018 shall be considered as professional for participating in these

types of contest and winning prizes. Such Subscribers shall not be eligible as they shall dilute the complete proposition of this Contest. TTL's decision in this regard shall be final and binding on the Participants of the Contest. TTL shall entertain no dispute in this regard.

31. The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to TTL and / or is not an active Subscriber of TTL on the date of claiming the prize/s.
32. The prizes under this Contest can be redeemed only once. Prize 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 prize/s. Mere participation in the Contest shall not entitle a Subscriber to the prize. No other person or agent can claim the prize on behalf of the Subscriber, unless otherwise expressly mentioned herein. Apart from the entitlement to the above prize/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.
33. 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.
34. TTL shall not be responsible for any incorrect / misleading information relating to the Contest, presented / displayed on any other information centre, webpage through any source other than the Contest Page. TTL will not be liable for any loss suffered by any Participant/s based on the representation, terms, conditions, information presented / displayed on any source other than the Contest Page.
35. 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.
36. **Dispute Resolution**
  - a. This Terms and conditions and the Contest shall be governed by and construed under the laws of India.
  - b. In the event of any dispute, difference or question between the Participants and TTL hereto relating to or concerning or arising out of these Terms, the same shall at first be attempted to be resolved through mutual negotiation and discussions between the Participant and TTL. In the event the dispute cannot be resolved within a period of [fifteen (15)] days, such dispute shall be referred to the courts..
37. **Jurisdiction:** Subject to the provisions of "Dispute Resolutions" hereinabove, the competent courts at place where the head quarters of the concerned TTL Circle is based alone shall have jurisdiction in this matter.