#### TERMS AND CONDITIONS OF AIRTEL PLAY FOR 5 LAKHS QUIZ

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS QUIZ KNOWN AS "AIRTEL PLAY FOR 5 LAKHS QUIZ" in Hindi "Jeeto 5 Lakh Quiz" (HEREINAFTER REFERRED TO AS "QUIZ" or "PLAY FOR 5 LAKHS QUIZ"). BY PROCEEDING WITH PLAYING THE PLAY FOR 5 LAKHS QUIZ 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 PLAY FOR 5 LAKHS QUIZ.

#### **Terms and Conditions:**

This **PLAY FOR 5 LAKHS QUIZ** is conceptualized, organized and conducted by OnMobile Global Ltd, 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 (hereinafter referred to as "**OnMobile**") as part of Players Zone. The **PLAY FOR 5 LAKHS QUIZ** is valid and open for a limited period **21st February 2018 08:00:00 hrs** till **21st May 2018 22:00:00 hrs**, both day inclusive, for the active¹ pre-paid as well as post-paid category of airtel Subscriber(s)² ("**Subscriber(s)**") who have successfully subscribed to the Players Zone ("**Players Zone Member(s)/ User(s)**")(airtel means Bharti Airtel Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi – 110 070, India (hereinafter referred to as "**airtel**") and who belong to the following airtel telecom circles of DELHI, UTTAR-PRADESH-WEST, UTTAR-PRADESH-EAST, JAMMU & KASHMIR, PUNJAB, HARYANA, HIMACHAL PRADESH, ANDHRA-PRADESH, KERALA, KARNATAKA, MUMBAI, MAHARASTRA, GUJARAT, MADHYA-PRADESH, RAJASTHAN, KOLKATA & WEST BENGAL, ORISSA, BIHAR, NORTH EAST & ASSAM, TAMIL NADU and CHENNAI ("**Circle(s)**").

ONMOBILE AND AIRTEL SHALL HEREINAFTER JOINTLY OR INDIVIDUALLY AS THE CONTEXT MAY REQUIRE BE REFERRED TO AS "ORGANIZER(S)"

A Player's Zone Member, by subscribing to Player's Zone and/or participating in the **PLAY FOR 5 LAKHS QUIZ**, hereby agrees to the Terms and Conditions mentioned below and gives Subscriber's irrevocable

<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 the Quiz under Player's Zone or any other quiz offered by the Organizer and Airtel, jointly.

<sup>&</sup>lt;sup>2</sup>Subscriber shall mean the rightful user of the Airtel connection, pre-paid or post-paid, in whose name the mobile phone number ("MSISDN") is registered with the operator. In the event the number or connection is registered in the name of a company or firm, the employee who is authorized to use the phone connection shall submit a no objection certificate and authorization of the employer duly permitting the employee to use the number for participation in the Quiz, receive the gratifications and accept the terms applicable for the Quiz.

consent to the process of selecting the winning Players Zone Members as set out herein, and any appropriate changes that may be made to this **PLAY FOR 5 LAKHS QUIZ** by the Organizer or Airtel 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 Airtel or OnMobile, its affiliates and associates or for any other reason.

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

The **PLAY FOR 5 LAKHS QUIZ** is available in English and Hinglish on Short Message Service ("**SMS**") and in the below mentioned languages on Interactive voice response (IVR): In English, Hindi, Malayalam, Gujarat, Marathi, Kannada, Telugu, Bengali, Assamese, Oriya and Tamil - the Quiz will be called **PLAY FOR 5 LAKHS QUIZ**.

For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who is a Players Zone Member and conditions of the Players Zone shall be deemed to be incorporated herein.

Also, by participating in this Quiz, You:

- Warrant that You have read, understood and agreed to confirm 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 Quiz as an independent party and nothing herein establishes
  an employer-employee relationship between You and Airtel or between You and OnMobile and
  You are acting voluntarily, using Your own time and resources to participate in the PLAY FOR 5
  LAKHS QUIZ, solely at Your own risk.
- Warrant that prior to participating in the **PLAY FOR 5 LAKHS QUIZ**, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein and the terms and conditions under Players Zone.

These Terms and Conditions are available on the website at the following address: <a href="http://airtel.contestzone.in">http://airtel.contestzone.in</a> ("Website"). The Terms and Conditions can be amended or varied from time to time or withdrawn, without any prior intimation to You and therefore, please visit the Website periodically to keep Yourself updated and informed.

By subscribing to Players Zone and participating in this Quiz, You indicate Your acknowledgement and acceptance of these Terms and Conditions and the terms and conditions of the Players Zone.

#### **Procedure and Eligibility to participate:**

This Quiz is valid for Subscribers who fulfill the following criteria:

• Subscriber/ Player's Zone Member must be of at least 18 years of age;

- Subscriber/ Player's Zone Member must be a resident of India;
- Subscriber/ Player's Zone Member must be an existing Airtel Subscriber of any of the Circles mentioned herein;
- For Prepaid Subscribers-Subscribers must have the requisite balance of Re. 1 per day, to be eligible to participate in the Quiz for that day;
- Subscriber/ Player's Zone Member must be a Players Zone Member;
- Subscriber/ Player's Zone Member must be an active Subscriber;
- Subscriber/ Player's Zone Member must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- Subscriber/ Player's Zone Member must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

Further, the Player's Zone Members who participate in the **PLAY FOR 5 LAKHS QUIZ** and are chosen as winners under each category of gratification in accordance with the winner selection process detailed in these Terms and Conditions will be the registered Players Zone Members 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 Subscriber/ Players Zone Member is the Subscriber of the mobile number, the Organizer reserves the right to award the gratification to the next eligible Winner or to forfeit the gratification, at its sole discretion.

## 1. To Subscribe to Players Zone:

#### A. An Airtel Subscriber can subscribe to the Players Zone by:

- Typing the keyword 'START' and sending the SMS to 55000 (Toll-Free).
- Calling the (Toll-free) number 55000
  - Once the Subscriber calls 55000, Subscriber/ Players Zone Member is asked to press 2 to subscribe. After pressing 2 for double confirmation, Subscribers have to press 5.
- Dialing the Unstructured Supplementary Service Data ("USSD") String \*646\*3#
  - If the Subscribers dial the USSD string to subscribe, they will receive a confirmation SMS on their MSISDNs registered with Airtel and are required to respond by pressing 1 for double confirmation.
- On subscribing through any of the above mentioned modes, the successful Subscriber will receive an acknowledgement SMS on Subscriber's MSISDN registered with Airtel telling Subscriber that Subscriber's subscription request has been accepted.
- Players Zone membership is valid until such time as the Subscriber chooses to unsubscribe from the Players Zone.
- Once the Subscriber has successfully subscribed, Subscriber/ Players Zone Member will get an SMS on Subscriber's MSISDN registered with Airtel informing Subscriber about the current or upcoming quizzes, gratifications to be won and that the current Quiz can be played at just Rs.5, Rs. 4, Rs. 3, Rs. 2 or Re. 1 per day, depending on the balance available on Subscriber's MSISDN registered with Airtel.

- On non-quiz days the Players Zone Members will not be charged i.e., for the period between the end of one quiz and before the start of the next quiz.
- Players Zone Members will be automatically eligible to play all quizzes launched as a part of Players Zone.
- If a Players Zone Member wants to unsubscribe from the Players Zone then it can be done by typing 'END' and sending it as an SMS to 55000 (Toll-free) or by calling the toll-free number 543212903/155223 or by sending 'STOP' as an SMS to 155223 (toll-free) or dialing USSD string \*646\*4#. Upon effective un-subscription, an SMS will be sent to the MSISDN of the Players Zone Member registered with Airtel, confirming the un-subscription from Players Zone.
- The day after the quiz ends, an SMS will be sent to the all active Players Zone Members informing them that the quiz is closed and to watch out for the next quiz.
- All existing and new Players Zone Members will be sent an SMS on their number registered with Airtel before the launch of a quiz, informing them about the upcoming quiz.
- The SMS will contain the method of unsubscribing from the Players Zone.

## **B.** Charging

- All existing Players Zone Members as on the 1<sup>st</sup> day of the Quiz and all Airtel active Subscribers who subscribe to the Players Zone after the Quiz starts, will be charged Rs. 5/-, Rs. 4/-, Rs. 3/-, Rs.2/- or Rs. 1/- per day ("Daily Charging Amount"), depending on the available balance on Subscriber's MSISDN registered with Airtel, on that day from 01:00:00 hours onwards³. All Players Zone Members will be charged from the 1<sup>st</sup> day of the Quiz, or the day that Subscriber/ Players Zone Member subscribes to the Players Zone, till the end of the Quiz, or till the day Subscriber/ Players Zone Member unsubscribes from the Players Zone, whichever happens first, irrespective of whether the Players Zone Member plays the Quiz or not. The Daily Charging Amount is charged each day, irrespective of successful charging or failure the previous day. This Daily Charging Amount will not be refunded to Players Zone Member under any circumstances
  - All Players Zone Members, on the first day that Subscriber/ Players Zone Member participates
    in the Quiz will be sent a success SMS on Subscriber's MSISDN (if the charging is successful)
    which shall include without limitation the number on which Subscriber/ Players Zone
    Member can participate in the Quiz, rules, gratifications to be won, Terms and Conditions
    URL of the Quiz.
- Every 15 days from the date of commencement of the Quiz till its completion, all active Players Zone Members will be sent a reminder SMS on their MSISDN's registered with Airtel informing them that they are active on Players Zone and such SMS shall detail the process of un-subscription

<sup>&</sup>lt;sup>3</sup>The Daily Charging Amount as applicable per Players Zone Member will be done through an automated charging system, where the system will automatically charge all the existing Players Zone Member the Daily Charging Amount per day, depending on the available balance on subscriber's number registered with Airtel.

from the Players Zone. All Players Zone Members will be allowed to play the Quiz each day irrespective of successful charging on each day. If the charging fails for any particular day during the Quiz, the Players Zone Member will be allowed to play the Quiz for that day, however the questions attempted by such Players Zone Member shall not be considered for the Winner selection process for any of the gratifications under the Quiz for which the Participant is not charged prior to end of the Contest. All Winners Zone Members will be allowed to play the Quiz each day irrespective of successful charging for 5 consecutive days during the Contest period. Post 5 consecutive days of on 0 (zero) balance, Participant will have to be charged for the previous days questions first and then for the current days question will be given and subsequently charged.

- On subsequent days, the system will charge all eligible Players Zone Member Rs. 5/-, Rs. 4/-, Rs. 3/-, Rs. 2/- or Rs. 1/- per day, depending on the available balance on Subscriber's MSISDN registered with Airtel, at 01:00:00 hrs each day of the PLAY FOR 5 LAKHS QUIZ through an automated charging system<sup>4</sup>, irrespective of successful charging or failure the previous day, till the completion of this PLAY FOR 5 LAKHS QUIZ or till the day Subscriber/ Players Zone Member unsubscribes from the Players Zone, whichever happens earlier. This amount will not be refunded to Players Zone Member under any circumstances. All the Players Zone Member will be allowed to play all 5 questions of the day, for each day of the Quiz, irrespective of the amount that has been charged for each day. However, for the purpose of Winner selection, correct answers to only those questions shall be considered which are eligible to be considered, based on the amount charged on any particular day. Therefore:
  - Subscribers that are charged Rs.5 in a day are eligible for 5 questions on that day
  - Subscribers that are charged Rs.4 in a day are eligible for 4 questions on that day
  - Subscribers that are charged Rs.3 in a day are eligible for 3 questions only on that day
  - Subscribers that are charged Rs.2 in a day are eligible for 2 questions on that day
  - Subscribers that are charged Re.1 in a day are eligible for 1 question only on that day The Players Zone Members will not be charged for the days on which the Quiz is not being held.

# C. Playing Rules:

The PLAY FOR 5 LAKHS QUIZ consists of a total of 450 questions, with 2 answer options for each
question. A Players Zone Member can play only up to 5 questions each day. All questions are in
Multiple choice format and the answer to each must be selected from one of the 2 options only.
There will be a fresh set of 5 questions every day.

<sup>&</sup>lt;sup>4</sup>The daily charging of Rs.5/-, Rs.4/-, Rs.3/-, Rs.2/- or Re. 1/-, as applicable per Players Zone Member will be done through an automated charging system, where the system will automatically charge all the existing Players Zone Member Rs.5/-, Rs.4, Rs. 3/-, Rs.2/- or Re. 1/- per day, depending on the available balance on subscriber's number registered with Airtel. This charging will be done at 01:00:00 hours each day commencing from the launch of the Quiz until the end of the Quiz.

- The questions under the PLAY FOR 5 LAKHS QUIZ shall be based on information available to the public at large.
- After every answer, the Players Zone Member will be informed if the given answer is right or
  wrong, followed by the updated score and given the next question and answer options. The
  Players Zone Member shall also be informed the total score which shall be based on the days of
  successful charging (which will consider the charging and score update the day before the
  previous day).
- For every right answer the Players Zone Member will get 1 point. There is no negative marking for a wrong answer.
- If the Players Zone Member stops playing the PLAY FOR 5 LAKHS QUIZ after answering the nth question then when Subscriber/ Players Zone Member resumes on the same day by calling the number 55000 (toll free) or sending the keyword 'GET' through SMS to 55000 (toll free), Subscriber/ Players Zone Member will be given (n+1)th question. If Players Zone Member stops playing the PLAY FOR 5 LAKHS QUIZ without answering the nth question then when Subscriber/ Players Zone Member resumes playing on the same day, Subscriber/ Players Zone Member will be given the nth question, which may be different than the question received previously, i.e., if a Players Zone Member listens to the 4<sup>th</sup> question but drops the call without answering the 4<sup>th</sup> question, then when Subscriber/ Players Zone Member calls back on the same day, Subscriber/ Players Zone Member will be played the 4<sup>th</sup> question of the day, which may be different from what Subscriber/ Players Zone Member received previously, similarly if Players Zone Member received 4<sup>th</sup> question as SMS and sends 'GET' then Subscriber/ Players Zone Member will get 4<sup>th</sup> question that may be different from the 4<sup>th</sup> question Subscriber/ Players Zone Member received before.
  - Irrespective of whether or not the Players Zone Member has answered all 5 questions on a particular day, when Subscriber/ Players Zone Member attempts on the next day, Subscriber/ Players Zone Member will be provided the first question of that day.
  - If a Players Zone Member has answered only 3 questions the previous day and sends the answer to the 4th question the next day, then that will be considered as the answer to the 1st question of the new day and response will be sent accordingly if the 1st question has been pushed to the Players Zone Member.
- The Players Zone Member will be provided the questions one after the other till Subscriber/ Players Zone Member finishes answering all the questions for that day.
- If a Players Zone Member stops playing the Quiz on voice on any particular day, Subscriber/ Players Zone Member may continue playing the remaining questions of that particular day on SMS by sending "GET' as an SMS to 55000 to receive the next question and answer options. If a Players Zone Member stops playing the Quiz on SMS, Subscriber/ Players Zone Member can resume playing on the same day by calling 55000.

- There will be a black-out time for PLAY FOR 5 LAKHS QUIZ every day between 11:45 PM to 12:15
   AM. The black-out time will be communicated to all the Players Zone Members at the time of subscription to Players Zone. During this black-out period, the Players Zone Members will not be allowed to play the PLAY FOR 5 LAKHS QUIZ.
- The points scored by the Players Zone Member in a day will not get carried over to the next day. Subscriber's score will be reset to zero at the start of each day. The selection of the Winner for the Daily Gratification for each day of the Quiz will be based only on the points scored by a Players Zone Member for each day of the Quiz.
- Players Zone Members who are roaming outside their home Circles will not be barred from subscribing to the Players Zone and/or participating in the Quiz.
- After completing all the questions of the current day, in case the Players Zone Member has missed answering questions for previous day, for which they were successfully charged, the Players Zone Member shall be informed through IVR/SMS about these missed questions, and shall be entitled to play all such accumulated missed questions of the Quiz. In case Players Zone Member was not charged earlier day he will be asked consent for getting charged and then will be allowed to play questions of the earlier day. If a Players Zone Member subscribes to the Quiz after few days of the launch date, then also Subscriber/ Players Zone Member will be able to play the missed question of the earlier days when they were not subscribed.
- If Players Zone Member answers questions on a particular day without being charged on that day but gets charged on a later day then points scored by Players Zone Member on that day will be considered for all the gratifications whose winner selection is done at end of the Quiz only. These points will not be considered for the gratifications whose winner selection is done in middle of the Quiz.
  - 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 his/her 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.
  - 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.

#### D. On Call:

- All Players Zone Members can play the PLAY FOR 5 LAKHS QUIZ each day of the Quiz by calling the toll-free number 55000.
- The Players Zone Members can press 1 for 1st option or 2 for 2nd option on the phone keypad to answer any question.
- Players Zone Member can answer only after the Beep.

Players Zone Members can press 8 to listen to a question again.

#### E. Quiz on SMS:

- The **PLAY FOR 5 LAKHS QUIZ** will be available on the toll-free number 55000 for Players Zone Members.
- All Players Zone Members can play the Quiz, on the toll-free number 55000, by sending 'GET' to 55000.
- All active Subscribers of the Players Zone can play the Quiz by sending 'GET' as an SMS to the toll-free number 55000,
- A Players Zone Member can play the Quiz either by sending the keyword "GET" to 55000 to receive the question followed by sending GET 1 or GET 2 or just 1 or 2 as an SMS to 55000 as their response to the question, or by sending a response like GET 1 or GET 2 or just 1 or 2, without the keyword GET, as an answer to the question that Subscriber/ Players Zone Member last received on that particular day.
- In case a Players Zone Member experiences a delay in receiving a response or receives no response at all from the system, at any time during the Quiz period, Subscriber/ Players Zone Member is required to SMS the Quiz keyword 'GET' to the toll-free number, 55000. The Players Zone Member should refrain from sending the answer options, '1' or '2' in such a situation, as it may be considered as a reply to an unanswered question.
- There will be a black-out time of 30 minutes from 11:45 PM to 12:15 AM of the next day. The
  black-out time will be communicated to the Players Zone Members at the time of subscribing
  to the Players Zone. The Players Zone Members will not be allowed to play the Quiz during
  this black-out time.
- If the OnMobile system receives responses like GET 1 or GET 2 or just 1 or 2 after 12.15 am then that will be considered as response to the 1st question of the new day and based on the right answer configured for the 1st question of the day, the response will be sent along with the next question.

### F. Quiz Flow on USSD \*646\*3#

Quiz will be available on \*646\*3# USSD String for subscribers of the Players Zone.

Format of question and answer options will be as mentioned in the below example. Every
question will have a pre-question text in set 1 that will introduce Players Zone Member to the
Quiz

E.g.

Q1. What is....?

- 1) XYZ
- 2) ABC

Send 1 or 2

- Quiz consists of <u>450</u> questions, which can be answered by Players Zone Members at any time.
   Once Players Zone Member completes Set 1, Subscriber/ Players Zone Member will be taken to Set 2 and so on.
- All the questions have 2 answer options each and Players Zone Members can answer by sending 1 /
   2, as a response to the questions.
  - All subscribers can play up to 5 questions a day. There will be a fresh set of 5 questions every day.
  - Subscribers with status as "Suspended" will be allowed to play only for 5 consecutive days.
  - For every right answer the Players Zone Member will get 1 point. There is no negative marking for a wrong answer and call-to-action.
  - After every right/wrong answer, the Players Zone Member will be sent USSD message giving Subscriber's score for the day, followed by the next question and call-to-action.
  - If the Players Zone Member gives an invalid input then an SMS is sent saying invalid answer, followed by how to answer.
- In case of an invalid USSD input, a random unanswered question is sent to the Players Zone Member.
- If Players Zone Member stops playing after answering the nth question then when Subscriber/ Players Zone Member sends dials USSD string again, Subscriber/ Players Zone Member will get the (n+1)th question on USSD.

#### 2. Gratifications and Winner Selection process

### A. Bumper Gratification

- The selection for the Bumper Gratification winner will be conducted after the Quiz ends.
- 1 MSISDN Nationally\*, with the minimum cumulative score of 400 points, in the least amount of time during the Quiz, will be selected as the winner of BANK GIFT CARD or GOLD worth up to Rs. 5 LAKHS

## **B.** Zonal Bumper Gratification

- The selection for the Zonal Bumper Gratification winner will be conducted after the Quiz ends.
- 1 MSISDN per zone group\*, with the minimum cumulative score of 3 points, <u>in the least amount of time during the Quiz</u>, will be selected as the winner of Gold worth up to Rs.1 Lac.

## C. Circle Bumper Gratification

- The selection for the Circle Bumper Gratification winner will be conducted after the Quiz ends.
- 1 MSISDN per circle group\*, with the minimum cumulative score of 200 points, in the least amount of time during the Quiz, will be selected as the winner of TVS Star City Plus worth up to Rs. 50000.

Note: One Individual winner irrespective of the MSISDN can win only one of the above Gratifications.

## D. Weekly Gratification

- The selection for the Weekly Gratification will be conducted as per the schedule\*\*\*\*\*.
- 1 MSISDN across circle groups\*, with the minimum cumulative score of 30 points in the least amount of time, during that week, will be selected as the winner of a Smartphone worth up to Rs.10,000.
- 1 MSISDN can win this Gratification only once in the Quiz.

In the selection of the Bumper, Zonal Bumper, Circle Bumper and Weekly gratifications in case of a tie in the score and time taken, 1 round of tie-breaker will be conducted on 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.

#### E. Daily Bumper Gratification

- 2 MSISDNs across circle-group\* with the score of 4 points on that day in the least amount of time, will be selected as the winners of 10GB Mobile Data/Recharge worth up to Rs.1000.
- The winning MSISDN is removed from the list of eligible subscribers for the Daily 1st Gratification of that day.
- 1 MSISDN can win this Gratification only once in the Quiz.

## F. Daily 1st Gratification

- 15 MSISDNs per circle group\*, with the minimum cumulative score of 2 points in the least amount of time, on that day, will be selected as the winners of Mobile Recharge worth of Rs. 30.
- The selection for the Daily 1st Gratification winner will be conducted after the selection of Daily Bumper Gratification of that day.
- 1 MSISDN can win this Gratification only once in the Quiz

Note: In case of a tie in the selection of winners for all Daily Gratifications in the Quiz, 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.

# **G.** Daily Assured Gratification

- <u>Daily first 30 MSISDNs per circle groups\*</u>, who scores 1 point of the contest on that day, will be selected as the winners of Mobile Recharge worth of Rs. 20.
- **1 MSISDN** can win this Gratification only once in the Quiz.
  - In the selection of the winners of the Daily Assured Gratification the score considered for selection will **NOT** include the scores accumulated by users by answering missed questions if any.
  - Scores of customers who are charged later for the earlier days will NOT be considered for this.

Note: In the selection of the winners of all the above Gratifications except Bumper, Zonal Bumper, Circle Bumper gratifications the score considered for selection will NOT include the scores accumulated by users by answering missed questions if any and will only consider the respective question of each particular day.

• Scores of users who are charged later for the earlier days will NOT be consider for any of the above Gratifications except Bumper, Zonal Bumper and Circle Bumper gratifications.

The time taken for answering a question on "Voice" mode, is calculated from the time OnMobile's system plays beep (after question) till the answer DTMF input received by system. On SMS, WAP and USSD channel time taken is calculated from the time system pushes the question till the answer input is received by system.

For all the above Gratifications, the points scored by an MSISDN from the questions that the MSISDN is entitled to answer in a day, based on that day's charged value will only be considered for selection

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

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

All subscribers will be able to answer all 5 questions every day. Questions eligibility based on charging is as follows:

- 1. Subscribers that are charged Rs.5 in a day are eligible for 5 questions on that day
- 2. Subscribers that are charged Rs.4 in a day are eligible for 4 questions on that day
- 3. Subscribers that are charged Rs.3 in a day are eligible for 3 questions only on that day
- 4. Subscribers that are charged Rs.2 in a day are eligible for 2 questions on that day
- 5. Subscribers that are charged Re.1 in a day are eligible for 1 question only on that day

**NOTE:** Automated Winner Selection Tool will be used in this challenge.

# \*classification of Circle-groups and Zones

S.No.	Circle-Group	Zone	S.No.	Circle-Group	Zone
1	DELHI	NORTH	11	GUJARAT	WEST
2	UTTAR-PRADESH-WEST	NORTH	12	MADHYA-PRADESH	WEST
3	UTTAR-PRADESH-EAST	NORTH	13	RAJASTHAN	WEST
4	JAMMU & KASHMIR	NORTH	14	KOLKATA & WEST BENGAL	EAST
5	HARYANA & HIMACHAL PRADESH	NORTH	15	ORISSA	EAST
6	ANDHRA-PRADESH	SOUTH	16	BIHAR	EAST
7	KERALA	SOUTH	17	NORTH EAST & ASSAM	EAST
8	KARNATAKA	SOUTH	18	PUNJAB	NORTH
9	MUMBAI	WEST	19	TAMIL NADU/CHENNAI	SOUTH
10	MAHARASTRA	WEST			

# Monthly Schedule \*\*

Monthly Schedule					
Month 1	21-Feb	22-Mar			
Month 2	23-Mar	21-Apr			
Month 3	22-Apr	21-May			

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

13 Weekly Schedule for Gratification					
Week	From	To			
1	21-Feb	26-Feb			
2	27-Feb	05-Mar			
3	06-Mar	12-Mar			
4	13-Mar	19-Mar			
5	20-Mar	26-Mar			
6	27-Mar	02-Apr			
7	03-Apr	09-Apr			
8	10-Apr	16-Apr			
9	17-Apr	23-Apr			
10	24-Apr	30-Apr			
11	01-May	07-May			
12	08-May	14-May			
13	15-May	21-May			

# 3. Winner Announcement and claiming process

# 3.1 Gratification details:

With regard to the vehicles which are offered in the Quiz, not exceed the respective prices as detailed in Clause 2.1 above. The winners eligible for such gratifications will be liable to pay all applicable charges over and above the ex-showroom price of the respective vehicles as applicable, which shall include but not be limited to applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the afore-mentioned gratifications or any other costs or charges which may be levied by the Central, State or Municipal authority or government or any other liabilities related to the respective vehicles.

In case the specified model, type of vehicle offered in this Quiz discontinued or not available during or after the Quiz, the Organizer will, at its own discretion, offer another vehicle, as applicable, of the same value which may or may not be of the same brand. If the Winner wants the exact same model or type of vehicle of the same brand, if the price of the respective vehicle increases during or after the Quiz or at the time of gratification distribution or Winner announcement, the Organizer will only pay the value of the vehicle(s) that was during the launch of the Quiz and the Winner has to pay/bear the extra amount. The gratification amount shall be given by way of cheque in the name of the dealer from whom the respective vehicles are being purchased under each category of gratification hereunder.

- 3.2 The gold card which may be given to the Winner(s) 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") @ 30.99% or as applicable from time to time and applicable Goods and Services Tax ("GST") on the purchase of the gold.
- 3.2.1. The Winner Selection process detailed under Clause 2 will be conducted using an automated ISO certified Winner selection system. The gratifications offered in this Quiz will be sponsored and distributed by the Organizer or by a designated third party. This Quiz is being made purely on a "best effort" basis and participation of eligible Players Zones Members is voluntary, and subject to the applicable Terms and Conditions.
- 3.2.2 The process of Winner selection for each category of gratification, in accordance with the Winner selection process detailed in this Quiz will be witnessed by an independent third party auditor ("Independent Auditor") who shall, after the selection of the Winners, certify such process.
- 3.2.3 After the selection and validation of the Winners of all the gratifications under the Quiz, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Players Zone registered with Airtel, and will be given further details as to how, when and where they can collect their respective gratifications. In the event any of the Winners do not answer the calls of the Organizer, an SMS will be sent to the Winners 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 purpose of Intimation, the Winner(s) will receive calls only from one of the numbers mentioned

herein, i.e., 080-40096344 or 080-46156661 and/or SMS from 55000. The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other numbers. The gratifications must be claimed by the Winners within 30 days from the date of Intimation to the Winners, failing which, the gratification(s) will be deemed to be forfeited by the Organizer under the respective categories of gratifications. The gratification/s offered under the Quiz 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 Quiz. In the event no special event is being conducted by the Organizer, the Winners shall be requested to provide their address to which the gratifications may be sent by Organizer, failing which the gratification shall be forfeited. Delivery of gratifications will be subject to the Winners giving the correct address and Subscriber's availability there. The Winners agree that there shall be no liability on Organizer in the event the Winners cannot be contacted for the aforesaid time periods stated in this clause, on any account for any reason whatsoever. In the event that any of the Winners cannot be reached through SMS or calls 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 gratification at its sole discretion.

- 3.2.4 Without prejudice to the foregoing Clause 3.2.3, any failure on the part of the Winners of the Quiz to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the gratification for the said Winner and the same gratification will be given to the next eligible Winner. All costs and expenses for collecting the gratification unless otherwise specified, shall be borne solely by the Winners under the Quiz and the gratification shall not be transferable and no request shall be entertained by the Organizer 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 the Organizer, the Winners shall collect them from the place specified by the Organizer. The Organiser and Airtel shall not be responsible for any delay on part of a third party including the courier agency, in delivering the gratification.
- 3.2.5 To be eligible to claim the gratification/s under the Quiz, the winning MSISDNs have to be active Subscribers of Airtel during Winner announcement
- 3.2.6 This Quiz may contain factual references to the names of certain companies, products and individuals. The Organizer and Airtel 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.
- 3.2.7 All gratifications offered in this Quiz are subject to availability. Organizer reserves the right to provide alternate models or brands, cash or issue a Bank Gift Card (defined below) for the value of the gratification won under the Quiz, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Card.
- 3.2.8 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 under any category of

- gratifications under the Quiz, at the sole discretion of the Organizer. This Bank Gift Card can be used and/or swiped as a credit or debit card in all outlets where debit or credit cards are accepted. The Bank Gift Card is valid for a minimum period of 6 (six) months from the date of issue to the Winner. The applicable terms and conditions for such Bank Gift Cards shall be the terms and conditions stipulated by the relevant bank.
- 3.2.9 Airtel and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as gratifications nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Players Zone Members under this Quiz.
- 3.2.10 The gratification(s) under this Quiz are neither assignable nor transferable under any circumstances. Mere participation in the Quiz shall not entitle a Players Zone Member to any gratification. No other person or agent can claim the gratification on behalf of the Winner, unless expressly mentioned herein.
- 3.2.11 The gratification(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the gratification(s).
- 3.2.12 Any Players Zone Member providing any incorrect information, concealing or withholding any information from the Organizer with an intent to participate and/or win the Quiz will automatically be disqualified from participating in it and winning the different categories of gratifications. 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 Airtel number, domicile, payment of outstanding amount to Airtel or any other information provided by the Players Zone Member, shall entitle the organizer to disqualify Subscriber without any further intimation.
- 3.2.13 All gratifications must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. 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)Photocopy of PAN Card; (c)Address Proof;
- 3.2.14 All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), road tax, insurance and any other taxes applicable by the Central, State or Municipal government.
- 3.2.15. Any gratification 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 gratification/s shall be paid by the Winner at the prevailing rate, unless expressly specified otherwise. Further, all Winners must furnish a valid Indian PAN Card copy to claim the gratification amount, or gratification, irrespective of the value of the same, failing which the Winner's gratification shall be forfeited, or the gratification shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer.
  - \*\* A Winner earning gratification in excess of INR 10,000/- in a year in aggregate from all quizzes or offers conducted by OnMobile Global Limited as one of the organizers

- irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.
- 3.2.16. The list of the Winners of the gratifications will be published on the Websitehttp://airtel.contestzone.in/ after the completion of the Quiz and after all the Winner selection processes are complete.

# 4. Customer Support:

Players Zone Members may contact OnMobile at 080-46156661 TOLL-NUMBER regarding any queries or complaints pertaining to the Quiz between 9.00 AM to 9.00 PM, on all working days except public holidays. Alternatively, Players Zone Members may send an email to <a href="mailto:contest@onmobile.com">contest@onmobile.com</a> which shall be answered on all working days, between Monday to Friday. All disputes must be addressed by the Players Zone Members in writing to OnMobile, and Airtel shall neither be responsible nor shall entertain any communication in this regard.

#### 5. Content:

- 5.1 You 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 Quiz shall remain, at all times, owned by OnMobile, Airtel and/or their respective owners. All material and content contained in this Website is made available for Your personal and non-commercial use only. Any other use of the material or content on this Website, or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 5.2 Questions and their answers, designed or sourced by the Organizer, 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 case there is any discrepancy or dispute regarding the questions or answers, neither the Organizer nor any third party involved shall have any liability towards any Players Zone Member.

#### 6. Others:

- 6.1 By entering the Quiz, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages and alerts including without limitation daily updates on the score from OnMobile and/or Airtel, as they may in their sole and absolute discretion decide.
- 6.2 By participating in the Quiz, Players Zone Members consent to the following information relating to them to be exchanged between Airtel, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer/s may deem fit, for any legal purpose: name, mobile phone number, score and/or photograph. The Players Zone 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.
- 6.3 Subject to any applicable law, all warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by OnMobile and Airtel including, but not limited to, (a)meeting of the Players Zone Member's requirements or aspirations, timeliness, security, the results or reliability of the Quiz; (b) delay or failure in sending or receiving an SMS; (c) the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, gratifications, benefits or awards acquired or obtained through the Quiz or any transactions effected through the Quiz; (d) by way of and /or on account of this Quiz or for any loss or damage whatsoever that may be suffered; (e) for any personal loss or injury that may be suffered (including loss of life), by a Players Zone Member and/or any third party, directly or indirectly, by use or non-use of the gratifications offered in this Quiz; and (f); any advice or information whether by representations, oral, written or pictorial derived from the Website or through the Quiz.
- 6.4 The employees and family members of Airtel, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Quiz.
- 6.5 This Quiz cannot be used in conjunction with any alternative offer or promotion which is of similar nature.
- 6.6 This Quiz 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 Airtel and/or OnMobile ("Force Majeure Event"). Neither OnMobile nor Airtel shall be liable for any delay or adverse effect caused to Players Zone or this Quiz as a result of a Force Majeure Event. OnMobile and/ or Airtel shall intimate the suspension of Players Zone or the Quiz, caused as a result of such Force Majeure Event to the Players Zone Members. Without limiting the generality of the foregoing, neither Airtel nor OnMobile shall be responsible for any claims arising out of technical failures before, during or after the completion of the Quiz including but not limited to any technical failures in the mobile connectivity, any action that has been initiated, actioned or completed through Subscriber's mobile phones, delay in time recorded for answering a question through voice and SMS mode including during the tie-breaker process, failure of servers, failure or any defect in viewing, downloading, using or removing the Content or related URL from their devices, delay or failure in sending or receiving an SMS, the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation
- 6.7 The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 6.8 This Quiz 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.
- 6.9 The decision of the Organizer in respect of all transactions under this Quiz including the process of Winner selection shall be final and binding and no requests shall be entertained in this regard for any reason whatsoever.
- 6.10 The Players Zone Members and Winners hereby irrevocably authorize Airtel and its subsidiaries to use the data gathered during and/or after the Quiz in respect of the Players Zone Member

- (including Players Zone Members name, photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Airtel's brand.
- 6.11 Further in case of death of the Winner after being selected as a Winner, the gratification can be claimed by the legal heir of the deceased Winner provided, such legal heir shall produce the death certificate and legal heir certificate within 15 days of such intimation by the Organizers. Apart from the entitlement to the above gratifications, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organizer, unless otherwise mentioned herein.
- 6.12In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Players Zone, so far as the same impact the terms and conditions of subscription to Players Zone as are specifically provided under the terms and conditions of the Players Zone, the terms and conditions of the Players Zone shall prevail. In the event of any such discrepancies impacting the Terms and Conditions of this Quiz, only these Terms and Conditions shall prevail and override the terms and conditions of the Players Zone.
- 6.13 Airtel and OnMobile reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Quiz 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 and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond its control and the same shall be binding on the Players Zone Members. The latest revised version of the Terms and Conditions shall be effective and binding on the Players Zone Members from the time of its posting on the Website. You are therefore advised to check the 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 Players Zone.
- 6.14 The Organizer and/or Airtel may use sub-contractors or 3<sup>rd</sup> party vendors or affiliates to execute certain tasks associated with this Quiz.
- 6.15 The Organizer and/or Airtel reserves the right, at any time, to unconditionally disqualify any Players Zone Member who tampers with or who in any way abuses the process or Terms and Conditions, without giving any prior intimation to the Players Zone Members. Failure by the Organizer or Airtel to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 6.16 The Players Zone Members shall indemnify and keep indemnified Airtel and OnMobile and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which OnMobile or Airtel may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Players Zone Members hereunder; any failure by the Players Zone Members to comply with applicable law, including without limitation attempting to undermine the legitimate operation of the Quiz; and/or misuse of any information of a third party. Airtel and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Players Zone Members. The Organizer, Airtel 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, in connection with the Quiz.
- 6.17 The Organizer and/or Airtel do not make any commitment, express or implied to respond to any feedback, suggestion, advice, service and/or queries of the Players Zone Members.
- 6.18 A Winners shall not be entitled to the gratification, in case participant fails to clear all outstanding dues payable to Airtel and / or is not an active Subscriber of Airtel on the date of announcement of the gratification and as on the date of claiming the gratification.
- 6.19 The Winners' names will be announced as registered in the system of Airtel.
- 6.20 These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Bangalore.
- 6.21 Note: Tamil Nadu and Chennai has now been included in Players Zone. So subscribers from these two circles are also now included in Players Zone to play the quiz.
  - 6.22 If a Subscriber ports out of home circle to a new circle during the contest period, such Subscriber score for the circle will be considered for eligible Circle gratifications only. However, Subscribers consolidated total score will be considered for across all circle groups gratification of the Quiz.