

TERMS AND CONDITIONS OF AIRTEL WIN SUV CAR QUIZ

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS QUIZ KNOWN AS **"AIRTEL WIN SUV CAR Quiz"**(HEREINAFTER REFERRED TO AS **"QUIZ"** or **"AIRTEL WIN SUV CAR QUIZ"**. BY PROCEEDING WITH PLAYING THE **AIRTEL WIN SUV CAR 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 **AIRTEL WIN SUV CAR Quiz**.

Terms and Conditions:

This 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 a part of Winners Zone. The Quiz is valid and open for a limited period from **21st February 2018 08:00:00 hrs** till **21st May 2018 22:00:00 hrs**, both days 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 Winners Zone (**"Winners Zone Member(s)"**), in accordance with the subscription process mentioned below(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 (**"Circle(s)"**) 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.

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

¹ 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 Winners Zone or any other quiz offered by OnMobile and Airtel, jointly.

²Subscriber shall mean the rightful Winners Zone Member of Airtel connection, pre-paid or post-paid, in whose name the mobile phone number (**"MSISDN"**) is registered with the operator. In the event the MSISDN or connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN 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 gratification and accept the terms applicable for the Quiz.

A Winners Zone Member, by subscribing to Winners Zone and/or participating in the Quiz, hereby agrees to the Terms and Conditions mentioned below and gives the subscriber's irrevocable consent to the process of selecting the winning Winners Zone Members as set out herein, and any appropriate changes that may be made to this Quiz by the Organizer, including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Airtel or OnMobile, their respective 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 Winners Zone Member and the terms and conditions of the Winners Zone shall be deemed to be incorporated herein.

AIRTEL WIN SUV CAR Quiz is available in English and Hinglish on Short Message Service ("SMS") and in the below mentioned languages on Interactive voice response (IVR): English, Hindi, Malayalam, Gujarati, Marathi, Kannada, Telugu, Bengali, Assamese, Oriya, Tamil and Punjabi.

Also, by participating in this Quiz, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same.
- Warrant that You have read, understood and agreed to conform to these Terms and Conditions.
- Warrant the accuracy, truthfulness and currency of all information that You may have submitted.
- Agree that You are entering into this 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 Quiz, solely at Your own risk.
- Agree, that 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 Winners Zone, prior to participating in the Quiz.

These Terms and Conditions are available on the website at the following address: <http://airtel.contestzone.in> ("Website"). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website periodically to keep Yourself updated and informed.

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

Procedure and Eligibility to participate:

This Quiz is valid for all active Subscribers of Winners Zone who fulfill the following criteria:

- Winners Zone Member must be of at least 18 years of age;
- Winners Zone Member must be a resident of India;
- Winners 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;
- Winners Zone Member must be an active Subscriber
- Winners Zone Member must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- Winners Zone Member 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.

Further, the Winners Zone Members who participate in the 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 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 Winners 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:

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

- Typing the keyword 'WIN' and sending the SMS to 55000 Toll-Free.
- Calling the Toll-free number 55000
- Dialing the Unstructured Supplementary Service Data ("**USSD**") String *646*1#
- If the Subscriber dials the USSD string to subscribe, a double confirmation is required.
- Subscription will be open only in the above mentioned Circles of Airtel and the Winners Zone Members will not be barred from participating in the Quiz or subscribing to the Winners Zone while they are roaming outside their home Circles.
- Once the Subscriber is successfully subscribed Winners Zone Member will get an SMS on the subscriber's MSISDN registered with Airtel, informing the subscriber about the current Quiz or upcoming quizzes/challenges, gratification 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 the subscriber's MSISDN registered with Airtel.

- On non-quiz days the Winners Zone Members will not be charged (from the time after the end of one quiz, till the start of the next quiz).
- Winners Zone Members will be automatically entitled to play all quizzes/challenges launched as a part of Winners Zone.
- If a Winners Zone Member wants to unsubscribe from the Winners Zone, then it can be done by typing 'UNSUB WIN' and sending it as an SMS to 55000 (toll-free) or by calling the toll-free number 543212903/155223 or dialing the USSD String *646*2# or by sending STOP to 155223 (toll-free) as an SMS.
- The day after the Quiz ends, an SMS will be sent to the MSISDN's of all active Winners Zone Members informing them that the Quiz is closed and to watch out for the next Quiz.

B. Charging

- Subscription charges shall be applicable for the Quiz for Winner Zone Members.
- All Winners Zone Members will be charged Rs.5, Rs.4, Rs.3, Rs.2 or Re.1 per day ("**Daily Charging Amount**") depending on the balance available on the subscriber's MSISDN registered with Airtel for that day from 01:00:00 hours onwards, from the date of commencement of the Quiz or from the day Winners Zone Member subscribes to Winners Zone till the end of the Quiz, or till the day Winners Zone Member unsubscribes from the Winners Zone, whichever happens first, irrespective of whether the Winners 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 Winners Zone Member under any circumstances.
- All Winners Zone Members, on the first day that Winners Zone Member participates in the Quiz will be sent a success SMS on the subscriber's MSISDN (if the charging is successful) which shall include without limitation the number on which Winners Zone Member can participate in the Quiz, rules, gratifications to be won, Terms and Conditions URL of the Quiz.
- At a regular interval of 15 days, from the date of commencement of the Quiz till its completion, all active Winners Zone Members will be sent a reminder SMS on their MSISDN's registered with Airtel, informing them that they are active on Winners Zone and such SMS shall detail the process of un-subscription from the Winners Zone and the number on which Winners Zone Member can call and participate in the Quiz. 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.

- All the Winners Zone Members 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 on 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 a particular day, therefore:
- For Winners Zone Members that are charged Rs.5 on a day, correct answers out of 5 questions played shall be considered for the purposes of Winner selection in accordance with the Terms and Conditions mentioned herein;
- For Winners Zone Members that are charged Rs.4 on a day, correct answers out of 4 questions played shall be considered for Winner selection in accordance with the Terms and Conditions mentioned herein;
- For Winners Zone Members that are charged Rs.3 on a day, correct answers out of 3 questions played shall be considered for the purposes of Winner selection in accordance with the Terms and Conditions mentioned herein
- For Winners Zone Members that are charged Rs.2 on a day, correct answers out of 2 questions played shall be considered for the purposes of Winner selection in accordance with the Terms and Conditions mentioned herein: and
- For Winners Zone Members that are charged Re.1 on a day, correct answer played shall be considered for Winner selection in accordance with the Terms and Conditions mentioned herein.
- The Winners Zone Members will not be charged for the days on which the Quiz is not being held.

C. Playing / Rules:

- The Quiz consists of a total of 450 questions, with 2 answer options for each question. A Winners Zone Member can play only up to 5 questions each day. There will be a fresh set of 5 questions every day. All questions are in multiple choice format and the answer to each must be selected from one of the 2 options only.
- The questions under the Quiz shall be based on information available to the public at large.
- After every answer, the Winners 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 Winners 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 Winners Zone Member will get 1 point. There is no negative marking for a wrong answer.
- If the Winners Zone Member stops playing the Quiz after answering the nth question then when Winners Zone Member resumes playing on the same day by calling the number 55000 (toll free) or sending the keyword 'PLAY' through SMS to 55000 (toll free), Winners Zone Member will be given (n+1)th question. If Winners Zone Member stops playing the Quiz without answering the nth question then when Winners Zone Member resumes playing on the same day, Winners Zone Member will be given the nth question, which may be different than the question received previously.
- Irrespective of whether or not the Winners Zone Member has answered all 5 questions on a particular day, when Winners Zone Member attempts on the next day, Winners Zone Member will be provided the first question of that day.
- The Winners Zone Member will be provided the questions one after the other till Winners Zone Member finishes answering all the questions for that day.
- There will be a black-out time for the Quiz everyday between 11:45PM to 12:15AM. This black-out time will be communicated to all the Winners Zone Members at the time of subscription to Winners Zone. During this black-out period, the Winners Zone Members will not be allowed to play the Quiz. If the Winners Zone Members send responses after 12:15AM, then that will be considered as a response to the 1st question of the new day and based on the right answer configured for the 1st question of such day, the response will be sent along with the next question and answer options.
- 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 Winners Zone Member on each day of the Quiz.
- If a Winners 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 Winners Zone Member.
- Winners Zone Members who are roaming outside their home Circles will not be barred from subscribing to the Winners Zone and/or participating in the Quiz.
- After completing all the questions of the current day, in case the Winners Zone Member has missed answering questions for previous day, for which they were successfully charged, the Winners 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.

- Winners Zone Member can play questions that were missed on earlier days of the quiz. If Winners Zone Member was charged on earlier day, then Winners Zone Member can play the questions directly for the charged amount else he will be asked consent for getting charged and then will be allowed to play questions of the earlier day.
- If a Winners Zone Member subscribes the quiz after the launch date, then also Winners Zone Member will be able to play the missed question of the earlier days when they were not subscribed.
- If Winners 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 Winners 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.

D. Quiz on Call:

- All Winners Zone Members can play the Quiz by calling the toll-free number 55000.
- The Winners Zone Members can press 1 for 1st option or 2 for 2nd option on the phone keypad to answer any question.
- Winners Zone Members can press 8 to listen to a question again.

E. Quiz on SMS:

- The Quiz will be available on the toll-free number 55000 for Winners Zone Members.
- All Winners Zone Members can play the Quiz, on the toll-free number 55000, by sending 'PLAY' to 55000.
- A Winners Zone Member can play the Quiz either by sending the keyword PLAY as an SMS to 55000 to get the question and answer options followed by sending PLAY A or PLAY B or just 'A' or 'B' as an SMS to 55000 as their response to the question that Winners Zone Member has last received on that particular day.
- In case a Winners Zone Member experiences a delay in receiving a response or receives no response at all from the system at any time during the Quiz, Winners Zone Member is required to send an SMS with the Quiz keyword PLAY to the toll-free number, 55000. The Winners Zone Member should refrain from sending the answer options, 'A' or 'B' in such a situation, as it may be considered as a reply to an unanswered question.

Quiz Flow On USSD *646*1#

- Quiz will be available on *646*1# USSD String for subscribers of the Winners 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 Winners Zone Member to the quiz
 - E.g.
 - Q1. What is....?
 - 1) XYZ
 - 2) ABC
 - Send 1 or 2
- Quiz consists of 450 questions, which can be answered by Winners Zone Members at any time.
 1. Each set will have extra questions, but the Winners Zone Member can play only a limited number of questions.
 2. Once Winners Zone Member completes Set 1, Winners Zone Member will be taken to Set 2 and so on.
- All the questions have 2 answer options each and Winners Zone Members can answer by sending 1 or 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 Winners 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 Winners Zone Member will be given the subscriber’s score for the day, followed by the next question and call-to-action.
 - If the Winners 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 Winners Zone Member.
- If Winners Zone Member stops playing after answering the nth question then when Winners Zone Member sends dials USSD string again, Winners Zone Member will get the (n+1)th question on USSD.

2. Gratifications and Winner Selection process:

2.1 Winner selection:

Bumper Gratification

- The selection for the Bumper Gratification winner will be conducted after the Quiz ends.
- 1 MSISDN across all circle groups*, with the minimum cumulative score of 400 points in the least amount of time during the Quiz, will be selected as the winner of a FORD EcoSport worth up to Rs.9 lakhs.

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 HONDA Activa 4G worth up to Rs. 55,000.

Surprise Bumper Gratification

- The selection for the Surprise Bumper Gratification winner will be conducted after the Quiz ends.
- 1 MSISDN across all circle groups*, with the minimum cumulative score of 4 points in the least amount of time during the Quiz, will be selected as the winner of a Hyundai i10 worth up to Rs.5 Lakhs.

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

Weekly Bumper Gratification

- The selection for the **Weekly Bumper Gratification** winner will be conducted as per the **Weekly** schedule***.
- 1 MSISDNs across circle group*, with the minimum cumulative score of 25 points, during that week, in the least amount of time, will be selected as the winner of a BANK GIFT CARD worth up to Rs.25,000.
- One MSISDN can win **Weekly Bumper Gratification** only once in the quiz.

SPECIAL EVENT GRATIFICATIONS:

Holi Special (21st February 2018 to 2nd March 2018)

- The selection for the **Holi Special** Gratification will be conducted as per the schedule****.
- 1 MSISDN per Zone*, with the minimum cumulative score of 40 points in the least amount of time during the period **(21st February 2018 to 2nd March 2018)**, will be selected as the winner of BANK GIFT CARD worth up to Rs.50,000.

In the selection of the Bumper, Circle Bumper , Surprise Bumper, Weekly Bumper, Holi Special gratifications, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted on voice for all the tied MSISDNs. 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.

Daily Bumper Gratification

- 1 MSISDN across circle-group* with the score of 5 points on that day in the least amount of time, will be selected as the winners of BANK GIFT CARD worth up to Rs.10,000.
- The winning MSISDN is removed from the list of eligible subscribers for the Daily 1st and 2nd Gratification of that day.
- **1 MSISDN** can win this Gratification only once in the Quiz.

Daily 1st Gratification

- 5 MSISDNs per circle-group* with the score of 3 points on that day in the least amount of time, will be selected as the winners of Mobile Recharge worth up to Rs.100.
- The selection for the Daily 1st Gratification will be conducted after the selection of Daily Bumper Gratification winners of that day are selected.
- The winning MSISDN is removed from the list of eligible subscribers for the Daily 2nd Gratification of that day.
- **1 MSISDN** can win this Gratification only once in the Quiz.

Daily 2nd Gratification

- 15 MSISDNs per circle* group with the score of 2 points in the least amount of time on that day, will be selected as the winners of Mobile Recharge worth up to Rs.30.

- The selection for the Daily 2nd Gratification will be conducted after the selection of Daily 1st Gratification winners of that day are selected.
- **1 MSISDN** can win this Gratification only once in the Quiz.

Daily Assured Gratification

- Daily first 30 MSISDNs per circle groups*, who scores 1st point of the contest, will be selected as the winners of Mobile Recharge worth up to Rs.20.
- **1 MSISDN** can win this Gratification only once in the Quiz.
- 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.

In case of a tie in the selection of winners for any Daily Bumper, Daily 1st and 2nd Gratification, 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.

In the selection of the winners of all the above Gratifications except Bumper Gratification, Circle Bumper Gratification and Surprise 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 were charged later for the earlier days will NOT be consider for any of the above Gratifications except Bumper Gratification, Circle Bumper Gratification and Surprise Bumper.

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 the system. On SMS, WAP and USSD channel time taken is calculated from the time system pushes the question till the answer input received by the system.

A Subscriber is eligible to win more than one Gratification during the period of the 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 4th 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 questions only on that day

****classification of Circle-groups and Zones for winner selection & gratification***

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	WBK – KOLKATA & WESTBENGAL	EAST
5	HHP –HARYANA & HIMACHAL PRADESH	NORTH	15	ORISSA	EAST
6	ANDHRA-PRADESH	SOUTH	16	BIHAR	EAST
7	KERALA	SOUTH	17	NESA – NE & ASSAM	EAST
8	KARNATAKA	SOUTH	18	PUNJAB	NORTH
9	MUMBAI	WEST	19	TAMIL NADU/CHENNNAI	SOUTH
10	MAHARASTRA	WEST	20		

Weekly Schedule ***

Weekly Schedule for Gratification		
Week	From	To

1	21-Feb	5-Mar
2	6-Mar	12-Mar
3	13-Mar	19-Mar
4	20-Mar	26-Mar
5	27-Mar	2-Apr
6	3-Apr	9-Apr
7	10-Apr	16-Apr
8	17-Apr	23-Apr
9	24-Apr	30-Apr
10	1-May	7-May
11	8-May	14-May
12	15-May	21-May

3.1.1 With regard to the Gratification related to vehicles, the Winner will be eligible for the ex-showroom price of such gratification, which shall 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, is 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, and if the price of the respective vehicles 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.

- 3.1.2 The value of the gratification offered as the gadget/home appliances/phone, shall not exceed in value as detailed in Clause 2.1 above. If the price of the gadget/home appliances/phone increases during or after the Quiz or at the time of gratification distribution/Winner announcement period, the Organizer will only pay the value of the gadget/home appliances/phone that was during the launch of the Quiz and the Winner has to pay or bear the extra amount.

3.2 Others:

- 3.2.1. The Winner selection process 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 Winners Zone 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 Winners 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 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 Onmobile

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 the 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 Organizer 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. OnMobile 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, 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 Winners 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 Winners 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 Winners Zone Member providing any incorrect information, concealing or withholding any information from the Organizer with intent to participate and/or win the Quiz will automatically be disqualified from 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, or any other information provided by the Winners Zone Member, shall entitle the organizer to disqualify the 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 Rs.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 Rs.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 Website- <http://airtel.contestzone.in> after the completion of the Quiz and after all the Winner selection processes are complete.
- 3.2.17 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.
- 3.2.18 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.

4. Customer Support:

Winners 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, Winners Zone Members may send an email to contest@onmobile.com which shall be answered on all working days, between Monday to Friday. All disputes must be addressed by the Winners 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 and/ 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 Winners 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, Winners 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 Winners 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 Winners 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 Winners 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 or win any of the gratifications offered 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 Winners Zone or this Quiz as a result of a Force Majeure Event. OnMobile and/ or Airtel shall intimate the suspension of Winners Zone or the Quiz, caused as a result of such Force Majeure Event to the Winners 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 the 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 Winners 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 Winners Zone Member (including Winners 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.
- 6.12 In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Winners Zone, so far as the same impact the terms and conditions of subscription to Winners Zone as are specifically provided under the terms and conditions of the Winners Zone, the terms and conditions of the Winners 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 Winners 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 Winners Zone Members. The latest revised version of the Terms and Conditions shall be effective and binding on the Winners 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 Winners Zone.
- 6.14 The Organizer and/or Airtel may use sub-contractors or 3rd 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 Winners Zone Member who tampers with or who in any way abuses the process or Terms and Conditions, without giving any prior intimation to the Winners 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 Winners 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 Winners Zone Members hereunder; any failure by the Winners 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 Winners 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 Winners Zone Members.
- 6.18 A Winner shall not be entitled to the gratification, in case he/ she 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 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.