

## TERMS AND CONDITIONS OF **Mega Car Challenge**

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS QUIZ KNOWN AS “ **Mega Car Challenge**” (HEREINAFTER REFERRED TO AS “**QUIZ**”). BY PROCEEDING WITH PARTICIPATION IN **Mega Car Challenge**, 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 **Mega Car Challenge**.

### **Terms and Conditions:**

This QUIZ is conceptualized, organized and conducted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (hereinafter referred to as “**OnMobile**” or “**Organizer**”) as a part of the **Vaanga Vellalaam Club**. The QUIZ is open for a limited period from **18th November 2015, 00:00:01 hrs till 16th January 2016 , 23:59:59 hrs**, both days inclusive, for the active<sup>1</sup> pre-paid as well as post-paid category of airtel Subscriber(s)<sup>2</sup> (“**Subscriber(s)**”) who have successfully subscribed to Vaanga Vellalaam Club (“**Vaanga Vellalaam Club Member(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 Chennai and Tamil Nadu airtel telecom circles (“**Circle(s)**”).

A Vaanga Vellalaam Club Member, by successfully subscribing to the Vaanga Vellalaam Club and/or participating in the QUIZ, hereby agrees to the Terms and Conditions mentioned below and to the terms and conditions of the Vaanga Vellalaam Club and gives his/her irrevocable consent to the process of selecting the Winners (defined below) as set out herein, and any appropriate changes that may be made to this QUIZ by the Organizer or airtel, including due to any legal or regulatory requirement, business exigencies, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of airtel, OnMobile, their respective affiliates and associates or for any other reason.

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<sup>1</sup> An active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module (“**SIM**”) on a regular basis for purposes other than to participate in the challenges/quizzes/contests under the Vaanga Vellalaam Club or any other challenges/quizzes/contests offered by the Organizer and airtel, jointly.

<sup>2</sup> Subscriber shall mean the rightful user of an 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 / connection is registered in the name of a company/ 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 participating in the QUIZ, receive the prizes and accept the terms applicable to the 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 Vaanga Vellalaam Club Member and the terms and conditions of the Vaanga Vellalaam Club shall be deemed to be incorporated herein.

The QUIZ is available on Interactive Voice Response (“**IVR**”) in English and Tamil.

Also, by participating in this QUIZ, You:

- 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; and
- Warrant that prior to participating in the 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 Vaanga Vellalaam Club.

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 Vaanga Vellalaam Club and participating in the QUIZ, You indicate Your acknowledgement and acceptance of these Terms and Conditions and the terms and conditions of the Vaanga Vellalaam Club.

**Procedure and Eligibility to participate:**

This QUIZ is valid for active Subscribers who fulfill the following criteria:

- He/she must be of at least 18 years of age;
- He/she must be a resident of India;
- He/she must be an active Subscriber;
- He/she must belong to any of the Circles mentioned herein;
- He/she must be a Vaanga Vellalaam Club Member;
- For Prepaid Subscribers – Subscribers must have the requisite balance of at least Rs. 2 per day, to be eligible to participate in the QUIZ for that day;
- He/she must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- He/she 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 Vaanga Vellalaam Club Members who participate in the QUIZ and are chosen as the Winners of each category of prizes under the QUIZ in accordance with the Winner selection process under the Terms and Conditions of the QUIZ shall be required to be the registered airtel Subscribers of the winning mobile phone number and not merely the players using such mobile number (“**Winner(s)**”). If the Winner is not able to

provide sufficient evidence to show that he/she is the Subscriber of the mobile number, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

### **1. To Subscribe to the Vaanga Vellalaam Club:**

#### **A. airtel Subscribers can subscribe to the Vaanga Vellalaam Club by:**

- Typing the keyword **WIN** and sending it as a Short Message Service (“SMS”) to 55000, toll-free.
- Calling the toll free number 55000.
- Dialing the Unstructured Supplementary Service Data (“USSD”) string \*646\*5# on a cellular phone.
- Clicking on the Wireless Access Protocol URL on <http://182.23.128.31/shurl?d=182> (“WAP Link”)
- Subscription will be open only in the above mentioned Circles of airtel and the Vaanga Vellalaam Club Member/s will be barred from participating in the QUIZ or subscribing to the Vaanga Vellalaam Club while they are roaming outside their home Circles. Subscription to the Vaanga Vellalaam Club is completely free, other than the data charges applicable to the Subscriber as per his/her data plan for accessing the WAP Link.
- Once a Subscriber has successfully subscribed to Vaanga Vellalaam Club, he/she will get an SMS on his/her MSISDN registered with airtel informing him/her about the current or upcoming QUIZs, prizes to be won and that the current QUIZ can be played at just Rs.5/-, Rs.3/- or Re 1/-per day, depending on the balance available on his/her MSISDN registered with airtel, unless the price for individual QUIZs has been revised, in which case the revised prices shall be communicated to the Vaanga Vellalaam Club Members immediately.
- All Vaanga Vellalaam Club Members shall automatically be entitled to play the QUIZs under the Vaanga Vellalaam Club.
- Vaanga Vellalaam Club membership is valid until such time as the Subscriber chooses to unsubscribe from the Vaanga Vellalaam Club.
- If a Vaanga Vellalaam Club Member wants to unsubscribe from the Vaanga Vellalaam Club, then it can be done either by sending UNSUB WIN to 55000 as an SMS or by calling 155223 or by sending STOP as an SMS to 155223 or dialing USSD string \*121\*5#.
- Upon effective unsubscription, an SMS will be sent to the MSISDN of the Vaanga Vellalaam Club Member registered with airtel confirming the un-subscription from the Vaanga Vellalaam Club. A Vaanga Vellalaam Club Member can subscribe and unsubscribe from the Vaanga Vellalaam Club multiple times. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again, in case there is a QUIZ live on that day and therefore the amount deducted may be more than Rs. 5/- per day. However, irrespective of the charges and the number of subscriptions, each Vaanga Vellalaam Club Member will be allowed to attempt the 7 questions of the day only once.

#### **B. Charging**

- On all QUIZ days the system will try to charge all Vaanga Vellalaam Club Members Rs. 5/- , Rs. 3/- or Re. 1/- for each day of the QUIZ, depending on the available balance on his/her number registered with airtel, through an automated charging system irrespective of successful charging or failure in the previous day. This amount will not be refunded to Vaanga Vellalaam Club Members under any circumstances. Irrespective of whether a Vaanga Vellalaam Club Member has been charged for each day of the QUIZ, all Vaanga Vellalaam Club Members will be allowed to play questions every day,

however such Vaanga Vellalaam Club Members shall not be entitled to win any prizes and shall not be considered during the Winner selection process.

- On non-QUIZ days the Vaanga Vellalaam Club Members will not be charged i.e., for the period between the end of one QUIZ and before the start of the next QUIZ.
- All Vaanga Vellalaam Club Members from the first day of the QUIZ will be charged Rs.5/- , Rs. 3/- or Re. 1/- for each day during the QUIZ, depending on the available balance on his/her number registered with airtel from 01:00:00 hours till the end of this QUIZ or till the day he/she unsubscribes from the Vaanga Vellalaam Club, whichever happens first, irrespective of whether the Vaanga Vellalaam Club Member plays the QUIZ or not.
  - On all QUIZ days, all Vaanga Vellalaam Club Members will be sent the charging SMS (if the charging is successful) on their MSISDN's registered with airtel, along with the rules, prizes and Terms and Conditions URL and the number 55000, on which he/she can call and participate in the QUIZ.
- Every 15 days from the date of commencement of the QUIZ till its completion, all active Vaanga Vellalaam Club Members will be sent a reminder SMS on their MSISDN's registered with airtel informing them that they are active on Vaanga Vellalaam Club and such SMS shall detail the process of un-subscription from the Vaanga Vellalaam Club. All Vaanga Vellalaam Club 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 Vaanga Vellalaam Club Member will be allowed to play the QUIZ for that day, however the questions attempted by such Vaanga Vellalaam Club Member shall not be considered for the Winner selection process for any of the prizes under the QUIZ. Notwithstanding the foregoing, such uncharged Vaanga Vellalaam Club Members will be allowed to play the QUIZ only for five consecutive days, from the date of he/she participates in the QUIZ without being charged.
- All the Vaanga Vellalaam Club Members will be allowed to play all 7 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:
  - For Vaanga Vellalaam Club Members that are charged Rs.5 for a day, correct answers out of 7 questions played shall be considered for the purposes of Winner selection in accordance with the Terms and Conditions mentioned herein;
  - For Vaanga Vellalaam Club Members that are charged Rs.3 for a day, correct answers out of the first 5 questions played shall be considered for Winner selection in accordance with the Terms and Conditions mentioned herein; and
  - For Vaanga Vellalaam Club Member that are charged Re.1 for a day, correct answers out of the first 3 questions played shall be considered for Winner selection in accordance with the Terms and Conditions mentioned herein.

*The Vaanga Vellalaam Club Members will not be charged for the days on which the QUIZ is not being held.*

### **C. QUIZ on Call:**

- All Vaanga Vellalaam Club Members can play the QUIZ by calling the toll-free number 55000.
- The QUIZ consists of a total of 420 questions, with 2 answer options each.
- All Vaanga Vellalaam Club Members can play all 7 questions a day. There will be a fresh set of 7 questions every day.
- The questions under the QUIZ shall be based on information available to the public at large. The Vaanga Vellalaam Club Member can press 1 for 1<sup>st</sup> Option or 2 for 2<sup>nd</sup> Option on the phone keypad to answer the questions.
- After every question and answer options, a “beep” prompt will be played, post which the Vaanga Vellalaam Club Member can answer the question.
- After every answer, the Vaanga Vellalaam Club Member will be played an appropriate response followed by the updated score and given the next question and answer options.
- For every right answer the Vaanga Vellalaam Club Member will get 1 point. There is no negative marking for a wrong answer.
- The time taken for answering a question is calculated from the time the question, answer and the “beep” prompts finish playing till the time the Vaanga Vellalaam Club Member provides an answer by pressing the relevant key.
- Vaanga Vellalaam Club Members can press \* to listen to a question again.  
The points scored by the Vaanga Vellalaam Club Member in a day will not get carried over to the next day. His/her score will be reset to zero at the start of each day.
- If the Vaanga Vellalaam Club Member stops playing the QUIZ after answering the nth question then when he/she calls back on the number 55000 (toll free) the same day, he/she will be played the (n+1)th question. If Vaanga Vellalaam Club Member stops playing the QUIZ without answering the nth question then when he/she calls back on the number 55000 (toll free), the same day, he/she will be played the nth question of the day which may be different than the question received previously. i.e., if a Vaanga Vellalaam Club Member listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back on the same day, he/she will be played the 4th question of the day, which may be different from what he/she received previously.
- If the Vaanga Vellalaam Club Member stops playing the QUIZ, then he/she can continue playing by calling back on 55000, on the same day, to receive the next question.
- Irrespective of whether or not the Vaanga Vellalaam Club Member has answered all questions on a particular day, when he/she calls on the next day, he/she will be played the first question of that day.
- The Vaanga Vellalaam Club Member will play the questions one after the other till he/she finishes answering all the questions for that day.
- There will be a black-out time for the QUIZ every day between 11:45 PM in the evening to 12:15 AM in the morning of the next day. This black-out time will be communicated to all Vaanga Vellalaam Club Members at the time of subscription to the Vaanga Vellalaam Club. During this black-out period, the Vaanga Vellalaam Club Members will not be allowed to play the QUIZ.

All existing Vaanga Vellalaam Club Members will be sent an SMS on their numbers registered with airtel, before the launch of a QUIZ, informing them about the upcoming QUIZ.

- Vaanga Vellalaam Club Members who are roaming outside their home Circles will be barred from subscribing to the Vaanga Vellalaam Club Members and/or participating in the QUIZ.

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## 2. Prizes and Winner Selection process:

## 2.1 Winner selection:

The selection of all the prizes hereunder shall be conducted after the QUIZ ends. For the avoidance of doubt, for the purposes of Winner selection of any of the prizes hereunder, the points scored by an MSISDN shall be calculated based on the number of questions which an MSISDN is entitled to answer in a day, based on that day's charged value, as detailed in Paragraph B above.

**Bumper Prize:** The selection for the Bumper Prize Winner will be conducted after the Quiz ends. One MSISDN across all Circle-Groups, as per the classification of Circle-Groups\* given below, with the minimum cumulative score of 180 points in the least amount of time during the Quiz, will be selected as the Winner of a Ford EcoSport Car worth upto Rs. 750,000/-. 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.

The winning MSISDN will be removed from the eligible list of 2nd Bumper, 3rd Bumper, Monthly Prizer, & Daily Bumper Prize.

**2<sup>nd</sup> Bumper Prize:** The selection for the 2<sup>nd</sup> Bumper Prize Winner will be conducted at the end of the QUIZ and the Winner of the Bumper Prize is selected. One MSISDN across all Circle-Groups, as per the classification of Circle-Groups\* given below, with the minimum cumulative score of 150 points in the least amount of time during the Quiz, will be selected as the Winner of a Honda Activa Bike worth up to Rs. 60,000/-. One MSISDN can win the 2<sup>nd</sup> Bumper Prize 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. The winning MSISDN will be removed from the eligible list of 3rd Bumper, Monthly Prizer, & Daily Bumper Prize.

**3<sup>rd</sup> Bumper Prize:** The selection for the 3<sup>rd</sup> Bumper Prize will be conducted after the Quiz ends and the Winner of the Bumper Prize and 2nd Bumper Prize is selected. One MSISDN, across all Circle Groups per Group, as per the classification of Circle Groups\* given below, with the minimum cumulative score of 120 points in the least amount of time, will be selected as the Winner of a Hero Splendor Bike worth up to Rs. 60,000/-. One MSISDN can win the 3<sup>rd</sup> Bumper Prize 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. The winning MSISDN will be removed from the eligible list of Monthly Prizer, & Daily Bumper.

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**Monthly Prize:** The selection for the Monthly Prize winner will be conducted at the end of the Quiz and after the Bumper Prize, 2<sup>nd</sup> Bumper Prize and 3<sup>rd</sup> Bumper Prize Winner is selected. 4 MSISDNs across all circles groups\*, with the minimum cumulative score of 90 points, in the least amount of time, during that month\*\* will be selected as the winner of a Gold Voucher worth up to Rs 5000/-. 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. The winning MSISDNs will be removed from the eligible list of Daily Bumper. The winning MSISDN will be removed from the eligible list of Daily Bumper Prize winners. The Winner is entitled to use the Gold Voucher, subject to the terms and conditions applicable to the Gold Voucher

**Daily Bumper Prize:** The selection for the Daily Bumper Prize Winners will be conducted after the Bumper Prize, 2nd Bumper Prize, 3rd Bumper Prize, Monthly Bumper Prize winners are selected. 1 MSISDN across all circle-groups\*, with the score of 7 points in the least amount of time, on that day is selected as winner of a Bank Gift Card worth up to Rs 2500/-. 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. 1 MSISDN can get this prize only once in the Quiz.

✓ **In the selection of the Bumper , 2<sup>nd</sup> Bumper Prize 3<sup>rd</sup> Bumper Prize, Monthly Prize, or Daily Prize, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted 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.**

✓ **One individual can win only one of the above prizes (Bumper , 2<sup>nd</sup> Bumper, 3<sup>rd</sup> Bumper, Monthly Prize and Daily Prize ) once in the Quiz**

List of Circle Group \*

S.No.	Circle Group
1	Tamil Nadu & Chennai

Monthly Schedule\*\*

Month	From	To
1	18-Nov	17-Dec
2	18-Dec	16-Jan

Subject to the other terms contained herein including Clause 3.1.19 and 3.1.20 herein below, a Vaanga Vellalaam Club Member is eligible to win more than one prize during the period of the QUIZ, provided he/she satisfies the conditions for winning the respective prizes. Notwithstanding anything to the contrary, the Participants agree and confirm that the Organiser is entitled to introduce such other categories of prizes/gifts as it may deem fit, during the period of the Quiz. The Organiser shall, prior to the introduction of the other categories of prizes/gifts, inform the Participants of the details relating to such prizes by way of a call or SMS and through the Website. The Participants hereby agree to not raise any claims against the Organiser in this regard.

Without prejudice to the foregoing, the Vanga Vellalaam Club Members shall not hold OnMobile, the Independent Auditor (defined below) or airtel liable for the Winner selection process under this QUIZ.

### 3.1 Winner Announcements and Claiming Process:

- 3.1.1 The Winner selection process detailed under Clause 2 will be conducted using an automated ISO certified Winner selection system.
- 3.1.2 The process of Winner selection for each category of prize, 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.
- 3.1.3 After the selection and validation of the Winners of all the prizes under the QUIZ, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Vaanga Vellalaam Club registered with airtel, and will be given further details as to how, when and where they can collect their respective prizes. 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 prizes ("**Intimation**"). For the purpose of Intimation, the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-49292425/ 080-67186344 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 prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winners, failing which, the prize(s) will be deemed to be forfeited by the Organizer under the respective categories of prizes. The prize/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 prizes may be sent by Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or airtel for playing the QUIZ. Delivery of prizes will be subject to the Winners giving the correct address and his/her 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 prize at its sole discretion.

- 3.1.4 Without prejudice to the foregoing Clause 3.1.3, 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 prize for the said Winner and the same prize will be given to the next eligible Winner. All costs and expenses for collecting the prize unless otherwise specified, shall be borne solely by the Winners under the QUIZ and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of 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 prize.
- 3.1.5 To be eligible to claim the prize/s under the QUIZ, the winning MSISDNs have to be active Subscribers of airtel during Winner announcement
- 3.1.6 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.
- 3.1.7 All prizes 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 prize won under the QUIZ, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Card.
- 3.1.8 A Bank Gift Card acts as a pre-filled card, in which the Winner's prize amount, less TDS if applicable, is available and is given to the Winners under any category of prizes 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.
- 3.1.9 airtel and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as prizes nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Vaanga Vellalaam Club Members under this QUIZ.
- 3.1.10 The prize(s) under this QUIZ are neither assignable nor transferable under any circumstances. Mere participation in the QUIZ shall not entitle a Vaanga Vellalaam Club Member to any prize. No other person or agent can claim the prize on behalf of the Winner, unless expressly mentioned herein.
- 3.1.11 The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s).
- 3.1.12 Any Vaanga Vellalaam Club 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 prizes. 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 Vaanga Vellalaam Club Member, shall entitle the Organiser to disqualify him/her without any further intimation.

- 3.1.13 All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organiser. 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; (d) In case of Winner holding a post-paid connection of airtel number and is entitled to a prize, the value of which exceeds Rs. 5,000/-, self-attested copy of the latest bill issued by the operator in respect of his/her airtel number registered with the Organizer under the Vaanga Vellalaam Club and in case of Winner holding a pre-paid connection of airtel number and is entitled to a prize, the value of which exceeds Rs. 5,000/-, an affidavit in the format provided by the Organizer, declaring that the Winner is the rightful owner of the airtel number and the same is registered with the operator in the name of the Winner; and (e) Letter of compliance with rules and regulations and declarations in the format as may be required by airtel and/or Organizer or applicable law.
- 3.1.14 All incidental costs, taxes or levies related to the prize(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.
- 3.1.15 Any prize of value in excess of INR 10,000/- in a year will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the Winner at the prevailing rate, unless expressly specified otherwise. Further, all Winners must furnish a valid Indian PAN Card copy to claim the prize amount, or prize, irrespective of the value of the same, failing which the Winner's prize shall be forfeited, or the prize shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer.

\*\* A Winner earning prize in excess of INR 10,000/- in a year in aggregate from all QUIZs 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.

- 3.1.16. With regard to the 1<sup>st</sup> Bumper Prize, 2<sup>nd</sup> Bumper Prize and 3<sup>rd</sup> Bumper Prize the Winner will be eligible for the ex-showroom price of such prize, i.e. of the Ford EcoSport Car, Honda Activa and Hero Splendor respectively, which shall not exceed the respective prices as detailed in Clause 2.1 above. The Winners eligible for such prizes 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 prizes 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 as Bumper Prize, 2<sup>nd</sup> Bumper Prize and 3<sup>rd</sup> Bumper Prize 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 mentioned as the Bumper Prize, 2<sup>nd</sup> Bumper Prize and 3<sup>rd</sup> Bumper Prize, and if the price of the respective vehicles increase during or after the QUIZ or at the time of prize 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 prize 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 prize hereunder.

3.1.17 The Gold Voucher offered as the Monthly Prize hereunder will be organized by OnMobile. The Gold Vouchers may be used by the Winner to purchase gold only up to the value specified in the respective Gold Voucher, irrespective of the rate of conversion of gold at the time of such purchase. The Winners shall not have any claims in matters arising from or in connection with the Gold Voucher and shall indemnify and keep indemnified the Organizer, airtel and the third party issuing the Gold Voucher. The respective Gold Vouchers may be used only in stores accepting the Gold Voucher as will be detailed in the Gold Voucher. You acknowledge and agree that the amount mentioned in the Gold Voucher may not be fully utilized, subject to change in the rates and related antecedents to such Gold Voucher; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the prize money for using the Gold Voucher at the time of purchase and You shall not claim any reimbursements from the Organizer and/or airtel. You hereby agree that the Gold are at all times subject to the terms and conditions mentioned in the respective Gold Voucher and will be applicable to be used only for a limited period as detailed in the respective Gold Voucher. The purity of the gold being offered as prize in this Quiz will be of 22 carat certified gold. The gold voucher which may be given to the Winner as a prize 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 Value Added Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold received.

3.1.18. The list of the Winners of the prizes 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.

3.1.19 In all challenges/quizzes launched by Organizer and airtel jointly ("**airtel Challenge(s)**" or "**airtel quizzes**"), in any State or circle or circle groups as may be applicable, for the financial year 2015-16 ("**Financial Year**"), one individual Winner, irrespective of the number of mobile connections registered in his/her name with airtel, is entitled to win prizes aggregating worth up to Rupees One Lakh only ("**Threshold Limit**"). However,

- (a) Notwithstanding the Threshold Limit, If an individual Winner, irrespective of the MSISDN's has either not achieved the Threshold Limit or has not won any prize under any airtel QUIZ in the Financial Year and subsequently wins an individual prize during the Financial Year which results in such individual Winner crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the Financial Year. It is clarified that such individual Winner will be entitled to the afore-said exception only if winning one individual prize results in him/her crossing the Threshold Limit in the Financial Year; and

- (b) Once any individual Winner, irrespective of the MSISDN's achieves the Threshold Limit for the Financial Year, he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in the Financial Year; and
- (c) In the event there are multiple airtel QUIZ simultaneously, the Winner announcement of which need not follow the same order as the respective airtel QUIZ launch date, then the order of the airtel QUIZs, for the purpose of reckoning the Threshold Limit shall be as determined by the Organizer at its sole discretion.

3.1.20 In all airtel QUIZs launched by the Organizer, in a circle, State or circle groups as applicable for the financial year 2014-15, one individual Winner, irrespective of number of MSISDN's, who has already won prizes aggregating Rupees Two Lakh Fifty Thousand or more for such financial year 2014-15, will not be eligible to win prizes equal to or exceeding Rupees Ten Thousand for the Financial Year.

#### **4. Customer Support:**

Vaanga Vellalaam Club Members may contact OnMobile at 08049292444 TOLL NUMBER regarding any queries or complaints pertaining to the QUIZ between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, Vaanga Vellalaam Club Members may send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which shall be answered on all working days. All disputes must be addressed by the Vaanga Vellalaam Club 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, WAP Link, 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, WAP Link 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. 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 Vaanga Vellalaam Club 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, Vaanga Vellalaam Club 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 Vaanga Vellalaam Club 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 Vaanga Vellalaam Club 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, prizes, 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 Vaanga Vellalaam Club Member and/or any third party, directly or indirectly, by use or non-use of the prizes 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 of airtel, OnMobile and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes 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 Vaanga Vellalaam Club or this QUIZ as a result of a Force Majeure Event. OnMobile and/ or airtel shall intimate the suspension of Vaanga Vellalaam Club or the QUIZ, caused as a result of such Force Majeure Event to the Vaanga Vellalaam Club 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 his/her mobile phones, delay in time recorded for answering a question through voice or 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 Vaanga Vellalaam Club 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 Vaanga Vellalaam Club Member (including Vaanga Vellalaam Club Members name, photograph etc.) in any of its communications including marketing promotions and advertisements along with or without airtel's brand.

- 6.11 Apart from the entitlement to the above prizes, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organiser, unless otherwise mentioned herein.
- 6.12 In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Vaanga Vellalaam Club, so far as the same impact the terms and conditions of subscription to Vaanga Vellalaam Club as are specifically provided under the terms and conditions of the Vaanga Vellalaam Club, the terms and conditions of the Vaanga Vellalaam Club 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 Vaanga Vellalaam Club.
- 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 prizes 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 Vaanga Vellalaam Club Members. The latest revised version of the Terms and Conditions shall be effective and binding on the Vaanga Vellalaam Club 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 Vaanga Vellalaam Club.
- 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 Vaanga Vellalaam Club Member who tampers with or who in any way abuses the process or Terms and Conditions, without giving any prior intimation to the Vaanga Vellalaam Club 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 Vaanga Vellalaam Club 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 Vaanga Vellalaam Club Members hereunder; any failure by the Vaanga Vellalaam Club 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 Vaanga Vellalaam Club 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 Vaanga Vellalaam Club Members.
- 6.18 A Winner shall not be entitled to the prize, 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 prize and as on the date of claiming the prize.
- 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.