

TERMS AND CONDITIONS OF NEW YEAR GOLD CHALLENGE

PLEASE READ THESE TERMS & CONDITIONS ("T&C") CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS OFFER KNOWN AS "**NEW YEAR GOLD CHALLENGE**". BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS "**NEW YEAR GOLD CHALLENGE**", YOU HEREBY ACKNOWLEDGE AND ACCEPT THE OFFER AND THEREBY AGREE ON IRREVOCABLE BASIS, TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS & CONDITIONS, PLEASE DO NOT PARTICIPATE IN THIS OFFER.

Terms and Conditions:

The **NEW YEAR GOLD CHALLENGE** (hereinafter referred to as "**Challenge**") is conceptualized, organized and conducted by **OnMobile Global Limited** 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**") in association with **Idea Cellular Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Suman Tower, Plot No. 18, Sector – 11, Gandhinagar – 382 011 and its corporate office at 5th Floor, Windsor, Off CST Road, Kalina, Santacruz (E), Mumbai-400098 (hereinafter referred to as "**Idea**").

OnMobile and Idea shall hereinafter be jointly referred to as "**Organisers**".

The Challenge is open for a limited period from ~~18th~~ 20th November 2015 ,00:00:01 hours till ~~15th-17th~~ February 2016, 23:59:59 hours, both days inclusive, for the active¹ pre-paid as well as post-paid category of the Idea subscribers ("**Subscriber(s)**")² of the following Idea telecom service areas circles ("**Circle(s)**"):

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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 this Challenge or any other challenges offered by the Organizers jointly.

²Subscriber shall mean the rightful user of the Idea 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 or 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 MSISDN for participation in the Challenge, receive the ~~gratification prizes~~ G gratification and accept the terms applicable for the Challenge.

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***Classification of Circle(s) -**

Sl no	Circle-Group
1	ANDHRA PRADESH
2	ASSAM + NORTH EAST +ORISSA +KOLKATA & WEST BENGAL
3	BIHAR
4	DELHI & HARYANA
5	GUJARAT
6	HIMACHAL PRADESH, PUNJAB & JAMMU and KASHMIR
7	KARNATAKA
8	KERALA
9	MAHARASHTRA
10	MADHYA PRADESH
11	MUMBAI
12	RAJASTHAN
13	UTTAR PRADESH EAST
14	UTTAR PRADESH WEST
15	TAMIL NADU & CHENNAI

For the avoidance of any doubt, please note that the [gratification prizes](#) offered under this Challenge are solely sponsored and distributed by OnMobile for the Highest Scorers (defined later) of this Challenge and Idea is only providing information and data in relation to the active Subscribers participating in this Challenge and the Short Message Service Center ("**SMSC**"), to facilitate the Challenge to be played by the active Subscribers.

The Challenge is not available to the Subscribers who are roaming outside their home Circles.

The Challenge will be available in English and Hinglish on Short Message Service ("**SMS**"), and in the below mentioned languages as per the chart below on Interactive Voice Response ("**IVR**" or "**Voice**"):

Circle	Voice			SMS
	Language 1	Language 2	Language 3	

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AP	Telugu	English	Hindi	English
Assam	Assamese	Hindi		English
Bihar	Hindi	English		Hinglish
DL	Hindi	English		Hinglish
GJ	Gujarati	Hindi	English	Hinglish
HAR	Hindi	English		Hinglish
HP	Hindi	English		Hinglish
JK	Hindi	English		Hinglish
KAR	Kannada	English	Hindi	English
KER	Malayalam	English	Hindi	English
KOL	Bengali	Hindi	English	Hinglish
MH	Marathi	Hindi	English	Hinglish
MP	Hindi	English		Hinglish
MUM	Marathi	Hindi	English	Hinglish
NE	English	Hindi		English
OR	Oriya	Hindi	English	Hinglish
PUN	Punjabi	Hindi	English	Hinglish
RJ	Hindi	English		Hinglish
TN	Tamil	English	Hindi	English
UPE	Hindi	English		Hinglish
UPW	Hindi	English		Hinglish
WB	Bengali	Hindi	English	Hinglish

A Subscriber, by participating in the Challenge, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the Highest Scorers as set out herein, and any appropriate changes that may be made to this Challenge by the Organisers, 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 the Organisers, its affiliates and associates or for any other reason whatsoever.

For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a Subscriber.

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Also, by participating in this Challenge, 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 have submitted.
- Agree that You are entering into this Challenge as an independent party and nothing herein establishes an employer-employee relationship between You and Idea or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in the Challenge, solely at Your own risk.
- Warrant that prior to participating in the Challenge, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.
- Confirm and undertake that You will make an informed choice regarding the option to participate through voice or Short Message Service (“SMS”) and after understanding the implications of the same.

These Terms and Conditions are available on the website at the following address:

<http://idea.contestchallengezone.in> and www.Ideacellular.com <http://idea.contestzone.in> and www.Ideacellular.com (“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.

Field Code Changed

By participating in the Challenge, You indicate Your acknowledgement and acceptance of these Terms and Conditions.

1. Procedure and Eligibility to participate:

This Challenge is valid for all active prepaid and postpaid Subscribers who fulfill the following criteria:

- He/she must be of or above 18 years of age;
- He/she must be a resident of India;
- He/she must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind;
- He/she must belong to any of the Circles mentioned above; and

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- 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 Subscribers who participate in the Challenge and are chosen as Highest Scorers of each category of ~~gratificationprize~~ gratification under the Challenge in accordance with the Highest Scorer selection process under the Terms and Conditions of the Challenge, shall be required to be the registered Subscribers of the mobile phone number chosen as the Highest Scorer and not merely the persons using such mobile number (“**Highest Scorer(s)**”). If the Highest Scorer is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number, the Organisers reserve the right to award the ~~gratificationprize~~ gratification to the next eligible Highest Scorer or to forfeit the ~~gratificationprize~~ gratification, at its sole discretion.

The Subscriber may subscribe to the Challenge either by calling the toll-free number 55256 or sending SMS “DREAM/GOLD” to 55256 or through USSD String *777*2001~~#~~*, unless otherwise specified herein.

2. Charging:

- The Challenge is available on voice and SMS. The Challenge consists of 900 skill/knowledge based questions with two answer options for each question. The Subscribers will be charged Rs. 3/- for each answer given by the Subscribers to the corresponding question in the Challenge.
- The charged amount will not be refunded to Subscribers under any circumstances.
- Subscribers shall be charged only after sending the response to the corresponding question.
- Subscribers will only receive the (n+1)th question after getting successfully charged for the nth question i.e if a subscriber is charged successfully for the first 3 questions he/she answered and is not charged successfully for the 4th question, then he/she will only receive the 5th question once he/she is charged for the 4th question successfully.
- In case the Subscriber stops participating in the Challenge at any time, the independent system of the Organisers will continue to charge him/her for all questions answered till that time, in the event charging for any answer has been unsuccessful. Answers for which the

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charging has not been successful shall be disregarded for the purpose of Highest Scorer selection.

- In case the charging is unsuccessful for any Subscriber playing on Voice, including due to insufficient balance in the participating MSISDN of the Subscriber, a 'Low Balance' prompt shall be played to the Subscriber and the call will be dropped .In case the charging is unsuccessful for any Subscriber playing on SMS, including due to insufficient balance in the participating MSISDN of the Subscriber, a 'Low Balance' SMS shall be sent to the Subscriber

3. Challenge on Voice:

- The Challenge will be available on 55256 on Voice, for Rs 3/- per answer.
- Subscribers will be informed about the participation charges for the Challenge, [prize gratification](#) and Terms and Conditions URL, when they call the number 55256 Toll-free to participate in the Challenge.
- The Challenge consists of 900 skill/knowledge based questions with two answer options for each question. The Subscribers may play these questions anytime during the Challenge Period. The Subscribers may press 1 for option 1 or press 2 for option 2, on their phone keypad to answer each question of the Challenge. All questions are in Multiple choice format and the answer to each must be selected from one of the 2 options only.
- After every question and answer options, a "beep" prompt will play. All *Subscribers* can answer questions only after the "beep". 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 Subscriber provide an answer by pressing the relevant key.
- The Subscribers can press * to listen to a question again.
- The questions under the Challenge shall be based on information available to the public at large.
- For every right answer the Subscriber will get 10 point. There is no negative marking for a wrong answer. For every right answer given during Happy Hours, from 18:00:00 Hours to 21:00:00 Hours every day, participant will get 20 points.
- Subscribers will be informed about Happy Hours two hours prior to its beginning by means of an SMS.

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- A Score Prompt will be played after every 50 points to the Subscriber informing him/her the score.
- After every answer, the Subscriber will be played an appropriate response and given the next question and answer options.
- The independent system of the Organisers will continue playing questions one after the other, while the corresponding charging happens for the questions played. A jingle will be played to users till the charging response is received back to system.
- In case the charging is not successful, a 'Not Charged Prompt' is played and the call is dropped. The answer input given by Subscriber will be discarded and this question will remain as an unanswered question and may be given to the Subscriber again sometime during the Challenge period. For the purposes of selection of the Highest Scorer for any of the [gratificationprizes_gratification](#) under this Challenge, only answers for which the charging has been successfully completed shall be considered for the purposes of Highest Scorer selection.
- If the Subscriber stops participating the Challenge after answering the nth question then when he/she calls on the number 55256 again or sends DREAM/ GOLD as an SMS to 55256 he/she will be given the (n+1)th question.
- If Subscriber stops participating in the Challenge without answering the nth question, then when he/she calls the afore-mentioned number, he/she will be given the nth question, which may be different from what he/she received previously, i.e., if a Subscriber listens to the 4th questions but drops the call without answering the 4th question, then when he/she calls again, he/she will be given the 4th question, which may be different from what he/she received previously.

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- The Subscribers may discontinue participating in the Challenge anytime by sending 'STOP' an SMS to 55256 or through dialing the Unstructured Supplementary Service Data ("USSD") *900*9#

4. Challenge on SMS:

- The Challenge will be available on SMS on 55256. To participate in the Challenge, Subscribers are required to SMS DREAM/GOLD to 55256, toll free.
- Each Subscriber shall be charged Rs. 3/- per answer sent as an SMS to the number 55256, irrespective of whether the answer is correct or wrong. In case of unsuccessful charging, an appropriate prompt SMS will be sent to the MSISDN of the Subscriber, informing him/her of the unsuccessful charging. For the purposes of selection of the Highest Scorer for any of the ~~gratification~~prizes ~~gratification~~ under this Challenge, only answers for which the charging has been successfully completed shall be considered for the Highest Scorer selection.
- For all Subscribers who participate in the Challenge for the first time by sending the keyword DREAM/GOLD as an SMS to 55256, a welcome SMS will be sent to the number of the Subscribers, informing them about the ~~gratification~~prizes ~~gratification~~ offered under the Challenge, the charges per answer and the Terms and Conditions URL. This will be followed by the 1st question and answer options.
- Subscribers may participate in the Challenge by sending the keyword DREAM/ GOLD to 55256 as an SMS to receive a question and answer options and then sending a response to 55256 by typing 'A' or 'B' or by sending 'A' or 'B', ~~also 1 and 2~~ as a response to the question that they received last.
- All Subscribers can answer up to 900 questions in the Challenge. The questions have 2 answer options each. The questions are based on information available to the public at large. All questions are in Multiple choice format and the answer to each must be selected from one of the 2 options only.

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- For every right answer the Subscriber will get 10 point. There is no negative marking for a wrong answer. For every right answer given during Happy Hours, from 18:00:00 Hours to 21:00:00 Hours every day, participant will get 20 points.
- Subscribers will be informed about Happy Hours two hours prior to its beginning by means of an SMS.
- After every answer, the Subscriber will be sent an appropriate response, with the updated score and given the next question and answer options.
- If a Subscriber stops playing the Challenge after answering the nth question then when he/she sends an SMS typing DREAM/GOLD to the number 55256, he/she will receive the (n+1)th question.
- A Subscriber can play the Challenge only once.
- If a Subscriber does not receive the subsequent question after answering the nth question, then he/she can continue playing the Challenge either by sending SMS DREAM/GOLD to 55256, or calling 55256, during the Challenge, to receive the next question.

In case of charging not successful, a low balance SMS will be sent to user urging him/her to recharge his/her phone and continue playing the challenge. This question will be considered as unanswered and user can answer this question later.

- The Subscribers may discontinue playing the Challenge anytime by sending 'STOP' an SMS to 55256 or through dialing the Unstructured Supplementary Service Data ("USSD") *900*9#.

5. ~~Gratification~~Prizes~~Gratification~~ and Highest Scorer selection:

- **Bumper ~~Prize~~Prize-Gratification:** The selection for the Bumper ~~Prize~~Prize-Gratification will be conducted after the Challenge ends. One MSISDN, across all Circle-Groups*, as per the classification of Circle-Groups* given below, with the highest score, in the least amount of time, during the Challenge will become eligible for a Gold Voucher worth up to Rs 15 Lakhs as per the terms mentioned herein, and at its discretion. The Highest Scorer shall

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be entitled to use the Gold Voucher subject to applicable terms and conditions. One MSISDN can get this only once in the Challenge.

❓ In case of a tie in the selection in the Bumper [Prizes gratification](#), 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the tied 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 tied MSISDNs 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.

❓ Note: If a participant plays the Challenge over both the channels (Voice & SMS), his/her score will only be cumulative and not exclusive for each of the channels. i.e.: if the participant has started playing the Challenge 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 30. And this will be the score that will be considered for the [winnerchallenger](#) selection for all the [prizes gratifications](#).

- **Circle Bumper ~~Prize~~ Gratification:** The selection for the Circle Bumper Prize will be conducted after the Challenge ends and after the selection for the Bumper [Gratification](#) is completed. One MSISDN per Circle-Group, as per the classification of Circle-Groups* given below, with a minimum cumulative score of 500 points, in the least amount of time in the Challenge, will become eligible for Bajaj CT100 Bike worth up to Rs 40,000. One MSISDN can get this only once in the Challenge.

✓ In case of a tie in the selection in the Circle Bumper [Prizes Gratification](#), 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the

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time taken by the tied 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 tied MSISDNs 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.

- ✓ Note: If a participant plays the Challenge over both the channels (Voice & SMS), his/her score will only be cumulative and not exclusive for each of the channels. i.e.: if the participant has started playing the Challenge 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 30. And this will be the score that will be considered for the winnerchallenger selection for all the prizesGratification.

Weekly Prize Gratification

- The selection for the Weekly Prize will be conducted as per the schedule** mentioned below. Four MSISDNs per Circle-Group, as per the classification of Circle-Groups* given below, with minimum 150 points in the least amount of time, during that week as mentioned in the weekly Schedule** will become eligible for a Mobile Recharge Rs500 . One MSISDN can get the weekly prize only once in the Challenge.

☐ In case of a tie in the selection in the Weekly Prize, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the tied 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 tied MSISDNs 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.

Note: If a participant plays the Challenge over both the channels (Voice & SMS), his/her score will only be cumulative and not exclusive for each of the channels. i.e.: if the participant has started playing the Challenge 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 30. And this will be the score that will be considered for the winnerchallenger selection for all the prizes gratification.

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- **Fabulous Friday-Prize Gratification:** The selection for the Fabulous Friday Prize will be conducted as per the specified Day*** mentioned below. One MSISDN across all Circle-Groups, as per the classification of Circle-Groups* given below, with the highest score, in the least amount of time, on the specified day will become eligible for Samsung TV “24” worth up to Rs13 ,000. One MSISDN can get the Fabulous Friday Prize only once in the Challenge.
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- *In case of a tie in the selection of the Fabulous Friday Prize, the ~~Winner~~Challenger will be selected through a system generated process.*
- *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 is given by user. On SMS channel time taken is calculated from the time system pushes the question till the answer input is given by user on SMS.*

Assured Gifts

The selection for the Assured Gifts will be conducted during the challenge. All MSISDNs across all circle groups*, who have answered atleast 15 questions, during the challenge, will be selected as ~~winner~~challengers by system and will become eligible for a Mobile Recharge worth Rs50. • 1 MSISDN can win this Gift only once in the Challenge.

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 is given by user. On SMS channel time taken is calculated from the time system pushes the question till the answer input is given by user on SMS. If a participant plays the Challenge 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 Challenge on voice and has scored 20 points in 3 questions, if he/she drops the call and

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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 30. And this will be the score that will be considered for the Highest Scorer selection for all the [gratificationprizeprizes gratification](#).

***Classification of Circle-Group(s) -**

Sl no	Circle-Group
1	ANDHRA PRADESH
2	ASSAM + NORTH EAST +ORISSA +KOLKATA & WEST BENGAL
3	BIHAR
4	DELHI & HARYANA
5	GUJARAT
6	HIMACHAL PRADESH, PUNJAB & JAMMU and KASHMIR
7	KARNATAKA
8	KERALA
9	MAHARASHTRA
10	MADHYA PRADESH
11	MUMBAI
12	RAJASTHAN
13	UTTAR PRADESH EAST
14	UTTAR PRADESH WEST
15	TAMIL NADU & CHENNAI

*** **Schedule for Weekly [Prizes gratification](#)**

Weekly Schedule		
Week	From	To
1	20-Nov	25-Nov
2	26-Nov	02-Dec

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<u>3</u>	<u>03-Dec</u>	<u>09-Dec</u>
<u>4</u>	<u>10-Dec</u>	<u>16-Dec</u>
<u>5</u>	<u>17-Dec</u>	<u>23-Dec</u>
<u>6</u>	<u>24-Dec</u>	<u>30-Dec</u>
<u>7</u>	<u>31-Dec</u>	<u>06-Jan</u>
<u>8</u>	<u>07-Jan</u>	<u>13-Jan</u>
<u>9</u>	<u>14-Jan</u>	<u>20-Jan</u>
<u>10</u>	<u>21-Jan</u>	<u>27-Jan</u>
<u>11</u>	<u>28-Jan</u>	<u>03-Feb</u>
<u>12</u>	<u>04-Feb</u>	<u>10-Feb</u>
<u>13</u>	<u>11-Feb</u>	<u>17-Feb</u>

Weekly Schedule		
Week	From	To
1	18-Nov	23-Nov
2	24-Nov	30-Nov
3	01-Dec	07-Dec
4	08-Dec	14-Dec
5	15-Dec	21-Dec
6	22-Dec	28-Dec
7	29-Dec	04-Jan
8	05-Jan	11-Jan
9	12-Jan	18-Jan
10	19-Jan	25-Jan
11	26-Jan	01-Feb
12	02-Feb	08-Feb
13	09-Feb	15-Feb

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*** Fabulous Friday Schedule

1	20th Nov 2015
2	27th Nov 2015

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3	04th Dec 2015
4	11th Dec 2015
5	18th Dec 2015
6	25th Dec 2015
7	01st Jan 2016
8	08th Jan 2016
9	15th Jan 2016
10	22nd Jan 2016
11	29th Jan 2016
12	05th Feb 2016
13	12th Feb 2016

- i) The total time taken by an MSISDN to provide the correct answers in a day, whether on Voice or SMS is used to determine the Highest Scorer for the afore-mentioned ~~gratificationprizeprize~~ [gratification](#). All Subscribers who participate in the Challenge are provided the option to participate in the Challenge through Voice (as detailed in Paragraph 3) and SMS (as detailed in Paragraph 4) and are aware that time taken to answer a question through SMS is recorded only upon receipt of the SMS by OnMobile's system and not from the time that the SMS has been sent by the Subscriber. Accordingly, time taken to correctly answer the questions in a day through SMS may be more than the time that is clocked in the Voice mode. Subscribers hereby agree and confirm that he/she 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

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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 Highest Scorer Selection. The Subscriber undertakes not to challenge the selection process of Highest Scorer(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 Highest Scorer. Participants hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Challenge to know the Highest Scorer and to claim their ~~gratificationprizeprize~~ [gratification](#), if any. Post Highest Scorer declaration and completion of their announcement and further process as the case may be if Organizer finds that the declared Highest Scorers are wrong then organizer reserves the right to declare the correct Highest Scorers again and cancel the ~~gratificationprize~~ [gratification](#) of Highest Scorers declared earlier.

- ii) A Subscriber is eligible to receive more than one ~~gratificationprize~~ [gratification](#) during the period of the Challenge, provided he/she meets the above said criteria's for the respective or gets selected during the tie-breaker process, subject at all times to Clause 43 below.
- iii) Without prejudice to the foregoing, the Subscribers shall not hold OnMobile, the Independent Auditor (defined below) or Idea liable for the Highest Scorer selection process under this Challenge.
- iv) The process of Highest Scorer selection for each category of ~~gratificationprize~~ [gratification](#), in accordance with the Highest Scorer selection process detailed in this Challenge will be witnessed by an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Highest Scorers, certify such process.

- 6. The ~~gratificationprizes~~ [gratification](#) offered in this Challenge will be sponsored and distributed by the OnMobile or by a designated third party.

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7. All [~~gratificationprizes~~ gratification](#) will be given after deducting various taxes, license fees and charges as applicable.
8. After the selection and validation of the Highest Scorers of the [~~gratificationprizes~~ gratification](#) under the Challenge, the Highest Scorers will be contacted, by calling them on 3 consecutive days on the number registered with Idea, and will be given further details as to how, when and where they can collect their respective [~~gratificationprize~~ gratification](#). For such purpose the Highest Scorer(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-67186344 or +91-80-49292425. The Organisers shall not be liable for any reason whatsoever in the event the Highest Scorers respond or communicate in any form, with any other number. In the event any of the Highest Scorers do not answer the calls of OnMobile, an SMS will be sent to the Highest Scorers intimating them regarding their selection as the Highest Scorers under the different categories of [~~gratificationprizes~~ gratification](#) and providing them the details as to how, when and where they can collect their respective [~~gratificationprize~~ gratification](#) ("Intimation"). The [~~gratificationprize~~ gratification](#) offered under the Challenge may be given to the Highest Scorers during a special event, the venue, date and time of which shall be announced by the OnMobile, at its sole discretion, subsequent to completion of the Challenge. In the event no special event is being conducted by OnMobile, the Highest Scorers shall be requested to provide their address to which the [~~gratificationprize~~ gratification](#) may be sent by OnMobile, failing which the [~~gratificationprize~~ gratification](#) shall be forfeited. The [~~gratificationprize~~ gratification](#) shall, under no circumstance be distributed from the amount charged by the Organisers for participating in the Challenge. Delivery of [~~gratificationprize~~ gratification](#) will be subject to the Highest Scorers giving the correct address and his/her availability there. The Highest Scorers agree that there shall be no liability on the OnMobile in the event such message does not reach such Highest Scorer on any account for any reason whatsoever. In the event that any of the Highest Scorers 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, OnMobile reserve the right to forfeit the [~~gratificationprize~~ gratification](#) at its sole discretion. All decisions by the Organisers regarding the selection of the Highest Scorers shall be final and binding. In the event the [~~gratificationprize~~ gratification](#) cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of

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OnMobile, the Highest Scorers shall collect them from the nearest place specified by OnMobile.

9. Without prejudice to the foregoing Clause 8, any failure on the part of the Highest Scorer under this Challenge to comply with directions issued by the OnMobile shall entitle OnMobile, at its discretion, to cancel and forfeit the [gratificationprize gratification](#) for the said Highest Scorer and the same [gratificationprize gratification](#) will be given to the next eligible Highest Scorer. The [gratificationprize gratification](#) shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("PAN") of the Highest Scorer(s). The Organisers shall not be responsible for any delay on part of a third party including the courier agency, in delivering the [gratificationprize gratification](#). All costs and expenses for collecting the [gratificationprize gratification](#) unless otherwise specified shall be borne solely by the Highest Scorer under this Challenge and the [gratificationprize gratification](#) shall not be transferable and no request shall be entertained by the Organisers for such transfer.
10. To be eligible to claim the [gratificationprize/s- gratification](#) under the Challenge, the MSISDNs chosen as the Highest Scorers shall be required to be active Subscribers of Idea during Highest Scorer announcement period.
11. The gold voucher offered as [gratificationprize gratification](#) in this Challenge will be given to the Highest Scorer(s) after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, TDS and as applicable from time to time and applicable VAT on the purchase of the gold. The Highest Scorers will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold received.
12. The Highest Scorers can use the gold vouchers being given as Bumper [GratificationPrize- gratification](#) in this Challenge to purchase gold only up to the value specified in the respective gold vouchers, irrespective of the rate of conversion of gold at the time of such purchase. The value of the [GratificationPrize gratification](#) offered as Bumper [GratificationPrize gratification](#) in this Challenge shall not exceed net amount of Rs. 15,00,000/-.

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13. The purity of the gold being offered as [gratificationprize gratification](#) in this Challenge will be of 22 carat certified gold. The Highest Scorer(s) may use the gold vouchers being given in this Challenge to purchase gold only up to the value specified in the respective gold vouchers, irrespective of the rate of conversion of gold at the time of such purchase.
14. With regard to the Circle Bumper [GratificationPrize gratification](#) as vehicle, the Highest Scorer will be eligible for the Ex-showroom price of such [GratificationPrize gratification](#). The Highest Scorers eligible for such [GratificationPrizesGratification](#) will be liable to pay any applicable charges over and above the Ex-showroom price of the respective vehicles as applicable. The Highest scorer shall be liable to pay applicable taxes, levies, charges on the additional parts opted by the Highest Scorer to be purchased along with the aforementioned [GratificationPrizesGratification](#).
15. The value of the [GratificationPrize gratification](#) offered as Circle Bumper [GratificationPrize gratification](#) in this Challenge shall not exceed net amount of Rs. 40,000/-. The [GratificationPrize gratification](#) amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased.
16. The [gratificationprizesG gratification](#) offered in this Challenge are subject to availability. OnMobile reserves the right to provide for an alternative model or brand of the [gratificationprizesG gratification](#) hereunder or issue a Bank Gift Card (defined below) for the value of the [gratificationprize gratification](#) given under the Challenge, after deducting applicable taxes, which may be redeemed by the Highest Scorer at stores accepting such Bank Gift Card.
17. Without prejudice to the foregoing, under no circumstance shall the Highest Scorers of the Challenge be entitled to redeem any category of [gratificationprize gratification](#) including a Bank Gift Card for cash, unless expressly mentioned herein. OnMobile, at its sole discretion, may or may not provide a cash alternative to any of the [gratificationprize gratification](#) being offered in this Challenge.

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18. This Challenge is being made purely on a “best effort” basis and participation of eligible Subscribers is voluntary, and subject to the applicable terms and conditions.
19. By entering the Challenge, 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 under this Challenge from the Organisers, as they may in their sole and absolute discretion decide. Also, the Subscribers may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming ~~contestchallenge~~ challenge/s for 20 days from the date of commencement of such upcoming challenges. Subscribers may send STOP as an SMS to 55256 to stop receiving such updates. The process could take up to 48 hours to get activated and the Subscriber undertakes not to dispute/challenge any promotional update send by the Organizer during this period.
20. Subscribers may contact OnMobile at 080-49292444 Toll number regarding any queries/complaints pertaining to the Challenge between 9.30 AM to 6.30 PM, on working days from Monday to Friday. Alternatively, Subscribers may send an email to ~~contestchallenge@onmobile.com~~ contest@onmobile.com which shall be answered on working days. All disputes must be addressed by the Subscribers in writing to OnMobile, and Idea shall neither be responsible nor shall entertain any communication in this regard.
21. Mere participation in the Challenge shall not entitle a Subscriber to the ~~gratificationprize~~ [gratification](#). No other person or agent can claim the ~~gratificationprize~~ [gratification](#) on behalf of the Subscriber, unless otherwise expressly mentioned herein.
22. By participating in the Challenge, Subscribers consent to the following information relating to them to be exchanged between Idea, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organisers may deem fit, for the purpose of Highest Scorer’s announcement: name, mobile phone number, score and/or photograph. Organisers may, at their discretion, choose not to disclose the identity of the selected Highest Scorers to other Subscribers unless expressly mentioned herein. The Subscribers also consent to the information being shared by OnMobile with its affiliates and

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service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.

- 23.** 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 Challenge shall remain, at all times, owned by the Organisers 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/ content on this Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 24.** The Organisers are neither responsible nor guarantee the quality of the goods or services being offered as ~~gratification prize~~ gratification nor are they liable for any defect or deficiency of goods or services so obtained/availed, by the Subscribers under this Challenge. The Organisers are also not liable for any defect/deficiency in the gratification prize gratification (s) so offered or availed, by the Subscribers under this Challenge. The Subscribers shall not have the right to claim any damages, loss or costs from the Organisers for delay in delivery of the ~~gratification prize(s)~~ gratification on any grounds whatsoever.
- 25.** Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organisers including, but not limited to, meeting of the Subscriber's requirements or aspirations, timeliness, security, the results or reliability of the Challenge, delay in sending or receiving the SMS for participating in the Challenge, delay in time taken or recorded for answering a question including under the tie-breaker process, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Challenge or any transactions effected through the Challenge; (b) The Subscriber expressly agree that his/her participation in the Challenge offered by the Organisers is at his/her sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Challenge shall be construed to mean the giving of any warranty of any kind by the Organisers.

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26. The gratification prize gratification (s) under this Challenge are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the gratification prizes gratification shall be subject to such other terms and conditions as may be applicable to specific gratification prize gratification and shall have to be duly complied with by the Highest Scorer.
27. The gratification prize gratification (s) to the Highest Scorer shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification prize gratification (s) and on production of all such documents/papers as may be required by the Organisers before accepting the delivery of the gratification prize gratification. Any failure on the part of the Highest Scorer to comply with directions issued by the Organisers for claim of gratification prize gratification shall entitle the Organisers to forfeit the gratification prize gratification (s) or roll the gratification prize gratification over to the next eligible Highest Scorer, at their sole discretion.
28. Any Subscriber providing any incorrect information or concealing/withholding any information from the Organisers with an intent to participate and/or be chosen as the Highest Scorer of the Challenge will automatically be disqualified from participating in it and being chosen as the Highest Scorer of the different categories of gratification prize gratification. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Idea number, domicile, payment of outstanding amount to Idea or any other information provided by the Subscriber, shall entitle the Organisers to disqualify him/her without any further intimation.
29. A Subscriber shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in clause 30 herein below for the purposes of receiving the gratification prize gratification.
30. All gratification prize gratification must be claimed by the Highest Scorers, along with the documents specified herein below within the specified timelines intimated by the Organisers. The documents required to be submitted along with the claim by the Highest

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Scorers include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):

- Identity Proof;
- Photocopy of PAN Card;
- Address Proof;
- In case of Highest Scorer holding a post-paid connection of Idea number and is entitled to a ~~gratificationprize~~ gratification, the value of which exceeds [Rs. 5,000/-], self-attested copy of the latest bill issued by the operator in respect of the Idea MSISDN registered with the Organisers under the Challenge;
- In case of Highest Scorer holding a pre-paid connection of Idea number and is entitled to a ~~gratificationprize~~ gratification, the value of which exceeds [Rs. 5,000/-], an affidavit in the format provided by the Organisers, declaring that the Highest Scorer is the rightful user of the Idea MSISDN and the same is registered with the operator in the name of the Highest Scorer; and
- Letter of compliance with rules and regulations and declarations in the format as may be required by the Organisers or applicable laws.

31. The Highest Scorers' names will be announced as registered in the system of Idea. The list of the Highest Scorers of the ~~gratificationprize~~ gratification will be published on the Website- ~~http://idea-contestchallengezone.in~~ http://Idea.contestzone.in

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32. A Bank Gift Card acts as a pre-filled card, in which the Highest Scorer's ~~gratificationprize~~ gratification amount, less TDS if applicable, is available and is given to the Highest Scorer at the discretion of the Organisers. This Bank Gift Card can be used / swiped as a debit card in all outlets where Bank Gift Cards are accepted. The Bank Gift Card is valid for a minimum period of 6 (six) months from the date of its issue to the Highest Scorer. The applicable terms and conditions for such Bank Gift Card shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by the Organisers, at its sole discretion, to any of the category of ~~gratificationprizes~~ G gratification.

33. The Subscribers shall indemnify and keep indemnified the Organisers 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

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attorney's fees and court costs) which the Organisers may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers under the Terms and Conditions hereunder, any failure by the Subscribers to comply with applicable law and any third party claim in respect of misuse of any information of a third party. The Organisers shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. The Organisers 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 Highest Scorer or any third party

34. *The Organizer makes no representation of having a business relationship or tie up with any such companies, individuals or any other organization whose products are offered as ~~gratificationprizes~~ gratification in the Challenge. All trade names shall continue to remain owned by their respective owners.*

35. All incidental costs, taxes or levies related to the ~~gratification prize~~ gratification (s), if any, shall be exclusively borne by the Highest Scorers, including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government. The Highest Scorers are required to make their own arrangements for travel, accommodation and such other ancillary facilities to claim their respective ~~gratificationprize~~ gratification. Organisers shall not be responsible in this regard whatsoever. Additionally, the Subscribers shall not be liable to reimburse any cost of travel, accommodation or such other costs incurred by any of the Subscribers.

36. Any ~~gratificationprize~~ gratification of value in excess of INR 10,000/- in a year will attract deduction of tax at source and all taxes to be paid on the ~~gratificationprize~~ gratification /s shall be paid by the Highest Scorer at the prevailing rate. Further, all Highest Scorers must furnish a valid Indian PAN Card copy to claim the ~~gratificationprize~~ gratification—amount, or ~~gratificationprize~~ gratification, irrespective of the value of the same, failing which the Highest Scorer's ~~gratificationprize~~ gratification shall be forfeited, or the ~~gratificationprize~~ gratification shall be rolled over to the next eligible Highest Scorer, at the sole discretion of the Organisers.

****A Highest Scorer earning ~~gratificationprize~~ gratification in excess of INR 10,000/- in a year in aggregate from all challenges / offers conducted by OnMobile Global Limited as one of the**

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Organisers irrespective of the operator or other Organisers will be subject to TDS under the Income Tax Act, 1961.

37. Apart from the entitlement to the above [gratificationprizesG gratification](#), the Highest Scorer or their legal heirs, successors and representative will have no other rights or claims against the Organisers, unless expressly mentioned herein.

38. The list of Highest Scorers for the [gratificationprizesG gratification](#) will be announced after the end of the Challenge and after all the Highest Scorer selection processes are completed.

39. The Subscribers hereby irrevocably authorize Idea and its subsidiaries to use the data gathered during and/or after the Challenge in respect of the Subscriber (including Subscriber's name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Idea's brand.

40. The employees of the Organisers and of their group companies, affiliate or associate companies shall not be eligible to be chosen as the Highest Scorer of any of the [gratificationprizesG gratification](#) offered in this Challenge.

41. The [gratificationprize gratification](#) shall be handed over by OnMobile on receipt of all the documents from the Highest Scorer required to process the distribution of the [gratificationprize gratification](#). This Challenge including the [gratificationprize gratification](#) cannot be used in conjunction with any alternative offer or promotion of a similar nature.

42. This Challenge 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 the Organisers ("**Force Majeure Event**"). The Organisers shall not be liable for any delay or adverse effect caused to this Challenge thereunder as a result of a Force Majeure Event. The Organisers shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Subscribers within reasonable time.

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43. If any Subscriber has won the Bumper ~~GratificationPrize gratification~~ of Gold Voucher in the Gold Rush Challenge and Chase Your Dream Season 3 or has won the Bumper ~~GratificationPrize gratification~~ of Tanishq Gold Vocuher/Skoda Octavia Car in the Chase Your Dream Season 2 Challenge, -such -Subscriber shall not be eligible to get any ~~gratificationprizesG~~ ~~gratification~~ above Rs. 10,000/- under the present Challenge. The Subscribers agree not raise any claims in this regard.

44. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.

45. This Challenge 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.

46. The decision of the Organisers in respect of all transactions under this Challenge including without limitation the selection of the Highest Scorers shall be final and binding.

47. Questions and their answers, designed/sourced by the Organisers, 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 Organisers nor any third party involved shall have any liability towards any Subscriber.

48. The Organisers shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organisers. Without limiting the generality of the foregoing, the Organisers shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Challenge, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.

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49. The Subscribers hereby agree and undertake not to hold the Organisers and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Challenge.

50. The Organisers or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the ~~gratificationprize~~ [gratification](#) offered in this Challenge.

51. The Organisers reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge or any part thereof including the eligibility criteria, the Terms and Conditions and ~~gratificationprize~~ [gratification](#) 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 their control and the same shall be binding on the Subscriber. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscriber 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 participating in the Challenge.

52. The Organisers may use sub-contractors or 3rd party vendors to execute certain tasks associated with this Challenge, without consent from the Subscribers.

53. The Highest Scorers shall not be entitled to the ~~gratificationprize~~ [gratification](#), in case he/ she fails to clear all outstanding dues payable to Idea and / or is not an active Subscriber of Idea on the date of announcement of the ~~gratificationprize~~ [gratification](#) and as on the date of claiming the ~~gratificationprize~~ [gratification](#).

54. The Organisers reserve the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of

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the Challenge, without giving any prior intimation to the Subscriber. Failure by the Organisers to enforce any of their rights at any stage does not constitute a waiver of those rights.

55. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the Organisers reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.

56. The Organisers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.

57. The officers of the Organisers, including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the Challenge.

58. The provisions of this service, the Challenge and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.

59. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Mumbai.

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