

TERMS AND CONDITIONS OF GOLD RUSH CHALLENGE

PLEASE READ THESE TERMS & CONDITIONS (“T&C”) CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS OFFER KNOWN AS **“GOLD RUSH CHALLENGE”**. BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS **“GOLD RUSH 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 **GOLD RUSH 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 **16 May 2015 ,00:00:01** hours till **13th August 2015, 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)”**):

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 gratifications and accept the terms applicable for the Challenge.

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

Circle(s)
ANDHRA PRADESH
ASSAM
BIHAR
DELHI
GUJARAT
HARYANA
HIMACHAL PRADESH
JAMMU & KASHMIR
KARNATAKA
KERALA
KOLKATA
MAHARASHTRA
MADHYA PRADESH
MUMBAI
NORTH EAST
ORISSA
PUNJAB
RAJASTHAN
TAMIL NADU and CHENNAI
UTTAR PRADESH EAST
UTTAR PRADESH WEST
WEST BENGAL

For the avoidance of any doubt, please note that the gratifications 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.

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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	
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	Bengali	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

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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.

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.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 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;

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- 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
- 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 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 gratification to the next eligible Highest Scorer or to forfeit the gratification, at its sole discretion.

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

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

3. Challenge on Voice:

- The Challenge will be available on 55256 on Voice, for Rs 2/- per answer.
- Subscribers will be informed about the participation charges for the Challenge, 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.
- 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 1 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 2 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 played an appropriate response followed by the updated score and given the next question and answer options.

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- 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.
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- 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 gratifications 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 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.
- 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 to 55256, toll free.

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- Each Subscriber shall be charged Rs. 2/- 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 gratifications 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 as an SMS to 55256, a welcome SMS will be sent to the number of the Subscribers, informing them about the gratifications 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 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' 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.
- For every right answer the Subscriber will get 1 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 2 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 to the number 55256, he/she will receive the (n+1)th question.

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- 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 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. Gratifications and Highest Scorer selection:

- **Bumper Gratification:** The selection for the Bumper 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 be entitled to use the Gold Voucher subject to applicable terms and conditions. The Highest Scorer will be removed from the list of eligible MSISDNs for the Circle Bumper gratification. One MSISDN can get this only once in the Challenge.
- **Circle Bumper Gratification:** The selection for the Circle Bumper Gratification 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 the highest score, in the least amount of time in the Challenge, will become eligible for a Gold Voucher worth up to Rs 1 Lakh. The Highest Scorers shall be entitled to use the Gold Voucher subject to applicable terms and conditions. One MSISDN can get this only once in the Challenge.

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- **Monthly Gratification:** The selection for the Monthly Gratification will be conducted as per the Monthly Schedule** mentioned below. One MSISDN per Circle-Group, as per the classification of Circle-Groups* given below, with the highest score, in the least amount of time, during that month as mentioned in the Monthly Schedule** will become eligible for a Gold Voucher worth up to Rs 15,000. The Highest Scorers shall be entitled to use the Gold Voucher subject to applicable terms and conditions. One MSISDN can get the Monthly Gratification only once in the Challenge.

In case of a tie in the selection in the Bumper, Circle Bumper or Monthly 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.

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 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 Highest Scorer selection for all the gratifications.

1 Individual Highest Scorer, irrespective of MSISDNs, can get only 1 gratification out of – Bumper gratification and Circle Bumper gratification.

- **Fabulous Friday Gratification:** One MSISDN across all Circle-Groups, as per the classification of Circle-Groups* given below, with the highest score in the least amount

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of time, on each Fabulous Friday*** as given below, will be selected as the Highest Scorer for the gratification as per the Fabulous Friday grid***worth up to Rs. 10000/- for that Fabulous Friday. One MSISDN can get this Gratification only once in the Challenge. The Organisers shall communicate the details relating to the Fabulous Friday Gratification, through calls or SMS to the MSISDN of the Subscribers on the relevant Fabulous Friday.

- In case of a tie in the selection of the Fabulous Friday gratification, the Highest Scorer will be selected through a random system generated process.

Assured Gratification: The selection for the Assured Gratification will be conducted during the challenge. All MSISDNs across all circle groups*, who have answered 15 questions, during the challenge, will be gratified with mobile recharge worth up to Rs.30.

- 1 MSISDN can get this Gratification only once in the Competition. The score mentioned above for the assured gratification will be considered only for questions that are successfully charged.

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

Circle-Group	Circle
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

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11	MUMBAI
12	RAJASTHAN
13	UTTAR PRADESH EAST
14	UTTAR PRADESH WEST
15	TAMIL NADU and CHENNAI

****Schedule for Monthly Gratification**

Monthly Schedule		
Month	From	To
1	16-May	14-Jun
2	15-Jun	14-Jul
3	15-Jul	13-Aug

***** Fabulous Friday**

Day	Value	Prize
22-May	10000	Gold Voucher
29-May	10000	Smart Phone
05-Jun	10000	Digital Camera
12-Jun	10000	Smart Phone
19-Jun	10000	Gold Voucher
26-Jun	10000	Smart Phone
03-Jul	10000	Digital Camera
10-Jul	10000	Smart Phone
17-Jul	10000	Gold Voucher
24-Jul	10000	Smart Phone
31-Jul	10000	Digital Camera
07-Aug	10000	Smart Phone

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- i) The time taken for answering a question through the “Voice” mode or SMS on a day, is calculated from the time OnMobile’s system receives the 1st answer from an MSISDN till the time OnMobile’s system receives the respective last correct answers from that MSISDN on that day, for the purposes of determining the Fabulous Friday Gratification. 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 aforementioned 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.
 - ii) A Subscriber is eligible to receive more than one 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 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 gratifications offered in this Challenge will be sponsored and distributed by the OnMobile or by a designated third party.

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7. All gratifications 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 gratifications 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 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 gratifications and providing them the details as to how, when and where they can collect their respective gratification ("**Intimation**"). The 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 gratification may be sent by OnMobile, failing which the gratification shall be forfeited. The gratification shall, under no circumstance be distributed from the amount charged by the Organisers for participating in the Challenge. Delivery of 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 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 gratification cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of OnMobile, the Highest Scorers shall collect them from the nearest place specified by OnMobile.

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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 gratification for the said Highest Scorer and the same gratification will be given to the next eligible Highest Scorer. The 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 gratification. All costs and expenses for collecting the gratification unless otherwise specified shall be borne solely by the Highest Scorer under this Challenge and the gratification shall not be transferable and no request shall be entertained by the Organisers for such transfer.
10. To be eligible to claim the gratification/s 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 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 Gratification, Circle Bumper Gratification, Monthly Gratification and Fabulous Friday 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.
13. The purity of the gold being offered as 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.

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- 14.** The gratifications offered in this Challenge are subject to availability. OnMobile reserves the right to provide for an alternative model or brand of the gratifications hereunder or issue a Bank Gift Card (defined below) for the value of the gratification given under the Challenge, after deducting applicable taxes, which may be redeemed by the Highest Scorer at stores accepting such Bank Gift Card.
- 15.** Without prejudice to the foregoing, under no circumstance shall the Highest Scorers of the Challenge be entitled to redeem any category of 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 gratification being offered in this Challenge.
- 16.** 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.
- 17.** 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.
- 18.** 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 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.
- 19.** Mere participation in the Challenge shall not entitle a Subscriber to the gratification. No other person or agent can claim the gratification on behalf of the Subscriber, unless otherwise expressly mentioned herein.
- 20.** 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,

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

- 21.** 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.
- 22.** The Organisers are neither responsible nor guarantee the quality of the goods or services being offered as 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(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(s) on any grounds whatsoever.
- 23.** 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

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from the Website or through the Challenge shall be construed to mean the giving of any warranty of any kind by the Organisers.

- 24.** The gratification(s) under this Challenge are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the gratifications shall be subject to such other terms and conditions as may be applicable to specific gratification and shall have to be duly complied with by the Highest Scorer.
- 25.** The 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(s) and on production of all such documents/papers as may be required by the Organisers before accepting the delivery of the gratification. Any failure on the part of the Highest Scorer to comply with directions issued by the Organisers for claim of gratification shall entitle the Organisers to forfeit the gratification(s) or roll the gratification over to the next eligible Highest Scorer, at their sole discretion.
- 26.** 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. 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.
- 27.** 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 28 herein below for the purposes of receiving the gratification.
- 28.** All 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 Scorers include the following

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(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 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 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.

29. The Highest Scorers' names will be announced as registered in the system of Idea. The list of the Highest Scorers of the gratification will be published on the Website- <http://Idea.contestzone.in>

30. A Bank Gift Card acts as a pre-filled card, in which the Highest Scorer's 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 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
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 gratifications 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(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 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 gratification of value in excess of INR 10,000/- in a year will attract deduction of tax at source and all taxes to be paid on the gratification/s shall be paid by the Highest Scorer at the prevailing rate. Further, all Highest Scorers must furnish a valid Indian PAN Card copy to claim the gratification amount, or gratification, irrespective of the value of the same, failing which the Highest Scorer's gratification shall be forfeited, or the gratification shall be rolled over to the next eligible Highest Scorer, at the sole discretion of the Organisers.

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****A Highest Scorer earning 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 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 gratifications, 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 gratifications 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 gratifications offered in this Challenge.
41. The gratification shall be handed over by OnMobile on receipt of all the documents from the Highest Scorer required to process the distribution of the gratification. This Challenge including the 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.
43. If any Subscriber has won the Bumper Gratification of Tanishq Gold Voucher/Skoda Octavia Car in the Chase Your Dream Season 2 Challenge or has won the Bumper

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Gratification of Diamond \Platinum\ Gold \ World Tour \ Apartment \Skoda Superb under the Dream Big Challenge], such Subscriber shall not be eligible to get any gratifications 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 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 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 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 gratification and as on the date of claiming the gratification.

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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 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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