

## TERMS AND CONDITIONS OF THE RAINING GOLD/ SONE KI BAARISH QUIZ

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS QUIZ KNOWN AS “**RAINING GOLD QUIZ**” or “**SONE KI BAARISH QUIZ**” (HEREINAFTER REFERRED TO AS “**QUIZ**” or “**RAINING GOLD QUIZ**”). BY PROCEEDING WITH PLAYING THE **RAINING GOLD QUIZ** or **SONE KI BAARISH QUIZ** YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“**Terms and Conditions**”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE **RAINING GOLD QUIZ** or **SONE KI BAARISH QUIZ**

### Terms and Conditions:

This **RAINING GOLD QUIZ** is conceptualized, organized and conducted by OnMobile Global Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (hereinafter referred to as “**OnMobile**” or “**Organizer**”) as part of Players Zone. The **RAINING GOLD QUIZ** is valid and open for a limited period from **26th June 2015 00:00:01 hrs** till **24th August 2015 23:59:59 hrs**, both day inclusive, for the active<sup>1</sup> pre-paid as well as post-paid category of airtel Subscriber(s)<sup>2</sup> (“**Subscriber(s)**”) who have successfully subscribed to the Players Zone (“**Players Zone Member(s)**”) (airtel means Bharti airtel Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi – 110 070, India (hereinafter referred to as “**airtel**”) and who belong to the following airtel telecom circles of DELHI, UTTAR-PRADESH-WEST, UTTAR-PRADESH-EAST, JAMMU & KASHMIR, PUNJAB & HARYANA & HIMACHAL PRADESH, ANDHRA-PRADESH, KERALA, KARNATAKA, MUMBAI, MAHARASTRA, GUJARAT, MADHYA-PRADESH, RAJASTHAN, KOLKATA & WEST BENGAL, ORISSA, BIHAR, NORTH EAST & ASSAM (“**Circle(s)**”).

A Players Zone Member, by subscribing to Players Zone and/or participating in the **RAINING GOLD QUIZ**, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the winning Players Zone Members as set out herein, and any appropriate changes that may be made to this **RAINING GOLD QUIZ** by the Organizer or airtel including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of airtel or OnMobile, its affiliates and associates or for any other reason.

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

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

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

The **RAINING GOLD QUIZ** is available in the below mentioned languages on voice and in English on Short Message Service ("SMS"):

In English, Malayalam, Kannada and Telugu, - the Quiz will be called **RAINING GOLD QUIZ**.

In Hindi, Gujarati, Marathi, Bengali, Assamese and Oriya - the Quiz will be called **SONE KI BAARISH QUIZ**.

Also, by participating in this Quiz, You:

- Warrant that You have read, understood and agreed to conform to these Terms and Conditions.
- Warrant the accuracy, truthfulness and currency of all information that You may have submitted.
- Agree that You are entering into this Quiz as an independent party and nothing herein establishes an employer-employee relationship between You and airtel or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in the **RAINING GOLD QUIZ**, solely at Your own risk.
- Warrant that prior to participating in the **RAINING GOLD QUIZ**, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein and the terms and conditions under Players Zone.

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

<http://airtel.contestzone.in> ("**Website**"). The Terms and Conditions can be amended or varied from time to time or withdrawn, without any prior intimation to You and therefore, please visit the Website periodically to keep Yourself updated and informed.

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

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

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

- He/she must be of at least 18 years of age;
- He/she must be a resident of India;
- He/she must be an existing airtel Subscriber of any of the Circles mentioned herein;
- For Prepaid Subscribers-Subscribers must have the requisite balance of Rs. 2 per day, to be eligible to participate in the Quiz for that day;
- He/she must be a Players Zone Member;
- He/she must be an active Subscriber;
- He/she must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- He/she must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

Further, the Players Zone Members who participate in the **RAINING GOLD QUIZ** and are chosen as winners under each category of prize in accordance with the winner selection process detailed in these Terms and Conditions will be the registered Players Zone Members of the winning mobile phone number and not merely the players using such mobile number ("**Winner(s)**"). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number,

the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

## **1. To Subscribe to Players Zone:**

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

- Typing the keyword 'START' and sending the SMS to 55000 (Toll-Free).
- Calling the (Toll-free) number 55000
  - Once the Subscriber calls 55000, he/she is asked to press 2 to subscribe. After pressing 2 for double confirmation, Subscribers have to press 5.
- Dialing the Unstructured Supplementary Service Data ("USSD") String \*646\*3#
  - If the Subscribers dial the USSD string to subscribe, they will receive a confirmation SMS on their MSISDNs registered with airtel and are required to respond by pressing 1 for double confirmation.
- Through accessing the Wireless Access Protocol <http://182.23.128.31/PlayerWap> ("WAP Link").
- On subscribing through any of the above mentioned modes, the successful Subscriber will receive an acknowledgement SMS on his/her MSISDN registered with airtel telling him/her that his/her subscription request has been accepted.
- Players Zone membership is valid until such time as the Subscriber chooses to unsubscribe from the Players Zone.
- Once the Subscriber is successfully subscribed, he/she will get an SMS on his/her MSISDN registered with airtel informing him/her about the current or upcoming quizzes, prizes to be won and that the current Quiz can be played at just Rs.5, Rs. 3 or Re. 1 per day, depending on the balance available on his/her MSISDN registered with airtel.
- On non-quiz days the Players Zone Members will not be charged i.e., for the period between the end of one quiz and before the start of the next quiz.
- Players Zone Members will be automatically eligible to play all quizzes launched as a part of Players Zone.
- If a Players Zone Member wants to unsubscribe from the Players Zone then it can be done by typing 'END' and sending it as an SMS to 55000 (toll-free) or by calling the toll-free number 543212903 or by sending 'STOP' as an SMS to 155223 (toll-free). Upon effective un-subscription, an SMS will be sent to the MSISDN of the Players Zone Member registered with airtel, confirming the un-subscription from Players Zone.
- The day after the quiz ends, an SMS will be sent to the all active Players Zone Members informing them that the quiz is closed and to watch out for the next quiz.
- All existing and new Players Zone Members will be sent an SMS on their number registered with airtel before the launch of a quiz, informing them about the upcoming quiz.
  - The SMS will contain the method of unsubscribing from the Players Zone.

### **B. Charging**

- There will be no subscription charges for Players Zone, other than the data charges applicable to the Subscriber's data plan for accessing the WAP Link.
- All existing Players Zone Members as on the 1<sup>st</sup> day of the Quiz and all airtel active Subscribers who subscribe to the Players Zone after the Quiz starts, will be charged Rs. 5/-, Rs. 3/- or Rs. 1/- per day

("Daily Charging Amount"), depending on the available balance on his/her MSISDN registered with airtel, on that day from 01:00:00 hours onwards<sup>3</sup>. All Players Zone Members will be charged from the 1<sup>st</sup> day of the Quiz, or the day that he/she subscribes to the Players Zone, till the end of the Quiz, or till the day he/she unsubscribes from the Players Zone, whichever happens first, irrespective of whether the Players Zone Member plays the Quiz or not. The Daily Charging Amount is charged each day, irrespective of successful charging or failure the previous day. This Daily Charging Amount will not be refunded to Players Zone Member under any circumstances

- All Players Zone Members, on the first day that he/she participates in the Quiz will be sent a success SMS on his/her MSISDN (if the charging is successful) which shall include without limitation the number on which he/she can participate in the Quiz, rules, prizes to be won, Terms and Conditions URL of the Quiz.
- Every 15 days from the date of commencement of the Quiz till its completion, all active Players Zone Members will be sent a reminder SMS on their MSISDN's registered with airtel informing them that they are active on Players Zone and such SMS shall detail the process of un-subscription from the Players Zone. All Players Zone Members will be allowed to play the Quiz each day irrespective of successful charging on each day. If the charging fails for any particular day during the Quiz, the Players Zone Member will be allowed to play the Quiz for that day, however the questions attempted by such Players Zone Member shall not be considered for the Winner selection process for any of the prizes under the Quiz . Notwithstanding the foregoing, such uncharged Players Zone Members will be allowed to play the Quiz only for five consecutive days, from the date of he/she participates in the Quiz without being charged.
- On subsequent days, the system will charge all eligible Players Zone Member Rs. 5, Rs. 3/- or Rs. 1/- per day, depending on the available balance on his/her MSISDN registered with airtel, at 01:00:00 hrs each day of the **RAINING GOLD QUIZ** through an automated charging system<sup>4</sup>, irrespective of successful charging or failure the previous day, till the completion of this **RAINING GOLD QUIZ** or till the day he/she unsubscribes from the Players Zone, whichever happens earlier. This amount will not be refunded to Players Zone Member under any circumstances. All the Players Zone Member will be allowed to play all 7 questions of the day, for each day of the Quiz, irrespective of the amount that has been charged for each day. However, for the purpose of Winner selection, correct answers to only those questions shall be considered which are eligible to be considered, based on the amount charged on any particular day. Therefore:

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<sup>3</sup> The Daily Charging Amount as applicable per Players Zone Member will be done through an automated charging system, where the system will automatically charge all the existing Players Zone Member the Daily Charging Amount per day, depending on the available balance on his/her number registered with airtel.

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

- For Players Zone Members that are charged Rs.5 for a day, correct answers out of 7 questions played shall be considered for the purposes of Winner selection in accordance with the Terms and Conditions mentioned herein;
- For Players Zone Member that are charged Rs.3 for a day, correct answers out of the first 5 questions played shall be considered for Winner selection in accordance with the Terms and Conditions mentioned herein; and
- For Players Zone Member that are charged Re.1 for a day, correct answers out of the first 3 questions played shall be considered for Winner selection in accordance with the Terms and Conditions mentioned herein.

The Players Zone Members will not be charged for the days on which the **RAINING GOLD QUIZ** is not being held.

### C . Playing Rules:

- The **RAINING GOLD QUIZ** or **SONE KI BAARISH QUIZ** consists of a total of 420 questions, with 2 answer options for each question. A Players Zone Member can play only up to 7 questions each day. There will be a fresh set of 7 questions every day.
- The questions under the **RAINING GOLD QUIZ** or **SONE KI BAARISH QUIZ** shall be based on information available to the public at large.
- After every answer, the Players Zone Member will be informed if the given answer is right or wrong, followed by the updated score and given the next question and answer options.
- For every right answer the Players Zone Member will get 1 point. There is no negative marking for a wrong answer.
- If the Players Zone Member stops playing the **RAINING GOLD QUIZ** or **SONE KI BAARISH QUIZ** after answering the nth question then when he/she resumes on the same day by calling the number 55000 (toll free) or sending the keyword 'GET' through SMS to 55000 (toll free), he/she will be given (n+1)th question. If Players Zone Member stops playing the **RAINING GOLD QUIZ** or **SONE KI BAARISH QUIZ** without answering the nth question then when he/she resumes playing on the same day, he/she will be given the nth question, which may be different than the question received previously, i.e., if a Players Zone Member listens to the 4<sup>th</sup> question but drops the call without answering the 4<sup>th</sup> question, then when he/she calls back on the same day, he/she will be played the 4<sup>th</sup> question of the day, which may be different from what he/she received previously, similarly if Players Zone Member received 4<sup>th</sup> question as SMS and sends 'GET' then he/she will get 4<sup>th</sup> question that may be different from the 4<sup>th</sup> question he/she received before.
  - Irrespective of whether or not the Players Zone Member has answered all 7 questions on a particular day, when he/she attempts on the next day, he/she will be provided the first question of that day.
  - If a user has answered only 3 questions the previous day and sends the answer to the 4th question the next day then that will be considered as the answer to the 1st question of the new day and response will be sent accordingly if the 1st question has been pushed to the user.
  - If a user has answered only 3 questions the previous day and sends the answer to the 4th question the next day then User will be prompted with 1st question of the day if 1st question is not pushed to the user.
- The Players Zone Member will be provided the questions one after the other till he/she finishes answering all the questions for that day.

- If a Players Zone Member stops playing the Quiz on voice on any particular day, he/she may continue playing the remaining questions of that particular day on SMS by sending "GET" as an SMS to 55000 to receive the next question and answer options. If a Players Zone Member stops playing the Quiz on SMS, he/she can resume playing on the same day by calling 55000.
- There will be a black-out time for **RAINING GOLD QUIZ** or **SONE KI BAARISH QUIZ** every day between 11:45 PM in the evening to 12:15 AM in the morning of the next day. The black-out time will be communicated to all the Players Zone Members at the time of subscription to Players Zone. During this black-out period, the Players Zone Members will not be allowed to play the **RAINING GOLD QUIZ** or **SONE KI BAARISH QUIZ**.
- The points scored by the Players Zone Member in a day will not get carried over to the next day. His/her score will be reset to zero at the start of each day. The selection of the Winner for the Daily Prize for each day of the Quiz will be based only on the points scored by a Players Zone Member for each day of the Quiz.
  - Players Zone Members who are roaming outside their home Circles will be barred from subscribing to the Players Zone and/or participating in the Quiz.

#### **D. Quiz on Call:**

- All Players Zone Members can play the **RAINING GOLD QUIZ** each day of the Quiz by calling the toll-free number 55000.
- The Players Zone Members can press 1 for 1st option or 2 for 2nd option on the phone keypad to answer any question.

Players Zone Members can press \* to listen to a question again.

#### **E. Quiz on SMS:**

- The **RAINING GOLD QUIZ** or **SONE KI BAARISH QUIZ** will be available on the toll-free number 55000 for Players Zone Members.
- All Players Zone Members can play the Quiz, on the toll-free number 55000, by sending 'GET' to 55000.
- All active Subscribers of the Players Zone can play the Quiz by sending 'GET' as an SMS to the toll-free number 55000,
- A Players Zone Member can play the Quiz either by sending the keyword "GET" to 55000 to receive the question followed by sending GET 1 or GET 2 or just 1 or 2 as an SMS to 55000 as their response to the question, or by sending a response like GET 1 or GET 2 or just 1 or 2, without the keyword GET, as an answer to the question that he/she last received on that particular day.
- In case a Players Zone Member experiences a delay in receiving a response or receives no response at all from the system, at any time during the Quiz period, he/she is required to SMS the Quiz keyword 'GET' to the toll-free number, 55000. The Players Zone Member should refrain from sending the answer options, '1' or '2' in such a situation, as it may be considered as a reply to an unanswered question.
- There will be a black-out time of 30 minutes from 11:45 PM to 12:15 AM of the next day. The black-out time will be communicated to the Players Zone Members at the time of subscribing to the Players Zone. The Players Zone Members will not be allowed to play the Quiz during this black-out time.

- If the OnMobile system receives responses like GET 1 or GET 2 or just 1 or 2 after 12.15 am then that will be considered as response to the 1st question of the new day and based on the right answer configured for the 1st question of the day, the response will be sent along with the next question.

## **2. Prizes and Winner Selection process**

### **2.1 Winner selection:**

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

**Bumper Prize: The selection for the Bumper Prize will be conducted at the end of the Quiz.** One MSISDN, per Circle-Group, as per the classification of Circle-Groups\* given below, with the minimum cumulative score of 210 points, during the Quiz period, will be selected as the Winner of a Gold Voucher worth up to 100,000 /-. The Winner is entitled to use the Gold Voucher, subject to the terms and conditions applicable to the Gold Voucher.

**Weekly Prize:** The selection for the Weekly Bumper Prize Winner will be conducted for each week of the Quiz, as per the Weekly Schedule\*\* mentioned below. One MSISDN per Circle-Group, as per the classification of Circle-Groups \* given below, with the minimum cumulative score of 20 points during each week in accordance with the Weekly Schedule below\*\*, will be selected as the Winner of a Silver voucher worth up to Rs. 5000/- for such week. One MSISDN shall be entitled to win this prize only once in the Quiz. The Winner is entitled to use the Silver Voucher, subject to the terms and conditions applicable to the Gold Voucher.

**Daily 1<sup>st</sup> Prize:** The selection for the Daily 1<sup>st</sup> Prize Winners will be conducted for each day of the Quiz. One MSISDN across all Circle-Groups, as per the classification of Circle-Groups\* given below, with the score of 7 points on any day, will be selected as the Winner of mobile Recharge<sup>5</sup> worth up to Rs. 400/- for such day. The winning MSISDN will be removed from the eligible list of MSISDN's for the Daily 2<sup>nd</sup> Prize and Daily 3<sup>rd</sup> Prize of that day. One MSISDN shall be entitled to win this prize only once in the Quiz.

**Daily 2<sup>nd</sup> Prize:** The selection for the Daily 2<sup>nd</sup> Prize will be conducted for each day of the Quiz, after the selection of the Winners of Daily 1<sup>st</sup> Prize for that day. One MSISDN, across all Circle-Groups, as per the classification of Circle-Groups\* given below, with the score of 5 points on any day will be selected as the Winner of a mobile Recharge worth up to Rs.350/- for such day. The winning MSISDN will be removed from the list of eligible MSISDN's for the Daily 3<sup>rd</sup> Prize of that day. One MSISDN shall be entitled to win this prize only once in the Quiz.

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<sup>5</sup> Recharge is the amount that will be given to the Winners as talk-time, based on the available denominations or offers in the respective Circle or State. In case in any of the Circles or Circle-Groups, the talk-time recharge value or denomination offered in the Quiz is not available, the Winners will be provided with the nearest value or denomination available for talk-time, data or SMS recharge which could be equal to or closest to the recharge value or denomination offered. All taxes and charges including but not limited to State tax, cess, operator charges etc. on such recharge will be applicable and will be borne by the Winner. It is clarified that Winners who are post-paid Subscribers of airtel will receive the Recharge amount by way of credit of the Recharge amount in their respective winning MSISDN's.

**Daily 3<sup>rd</sup> Prize:** The selection for the Daily 3<sup>rd</sup> Prize will be conducted for each day of the Quiz and after the selection for the Winners for the Daily 1<sup>st</sup> Prize and Daily 2<sup>nd</sup> Prize for that day. One MSISDN, across all Circle-Groups, as per the classification of Circle-Groups\* given below, with the score of 3 points on any day will be selected as the Winner of a mobile Recharge worth up to Rs.300/- for that day. One MSISDN shall be entitled to win this prize only once in the Quiz.

**Early Bird Prize:** The selection for the Early Bird Prize will be conducted either during or after the end of the Quiz. The first 8000 MSISDNs, across all Circle-Groups, as per the classification of Circle-Groups\* given below, who achieve a score of 1 points in the Quiz will be selected as the Winners of Recharge worth up to Rs.20/-. One MSISDN shall be entitled to win this prize only once.

**Assured Gratification (Level 1):** The selection for the Assured Gratification (Level 1) will be conducted during the Quiz. All MSISDNs across all Circle-Groups, as per the classification of Circle-Groups\* given below, who achieve a score of 10 points during the Quiz will be eligible to win the mobile Recharge worth up to Rs.30/-. One MSISDN shall be entitled to win this prize only once.

**Assured Gratification (Level 2):** The selection for the Assured Gratification (Level 2) will be conducted during the Quiz. All MSISDNs across all Circle-Groups, as per the classification of Circle-Groups\* given below, who achieve a score of 25 points during the Quiz will be eligible to win the mobile Recharge worth up to Rs.50/-. One MSISDN shall be entitled to win this prize only once.

**Assured Gratification (Level 3):** The selection for the Assured Gratification (Level 3) will be conducted during the Quiz. All MSISDNs across all Circle-Groups as per the classification of Circle-Groups\* given below, who achieve a score of 420 points during the Quiz will be eligible to win the mobile Recharge worth up to Rs.3000/-. One MSISDN shall be entitled to win this prize only once.

#### **Redeeming Assured Gratifications.**

All Winners will be sent the mobile Recharge code for the value that they have won along with the mobile recharge website link. Winners are required to enter the Recharge code on the website to redeem their recharge amount. In the event the relevant Recharge codes are not available for the assured prize(s), the Organiser shall be entitled to credit the relevant winning Recharge amount to the MSISDN's of the Winners directly and the Players Zone Members agree to not have any claim in this regard whatsoever.

Notwithstanding anything to the contrary, the Players Zone Members agree and confirm that the Organiser is entitled to introduce such other categories of prizes as it may deem fit, during the period of the Quiz. The Organizer shall, prior to the introduction of the other categories of prizes, inform the Players Zone Members of the details relating to such prizes by way of a call or SMS on the MSISDN's of the Players Zone Members registered with airtel, and through the Website. The Players Zone Members hereby agree to not raise any claims against the Organiser in this regard.

#### **Classification of Circle-Groups\*:**

<b>S.No.</b>	<b>Circle-Group</b>	<b>Zone</b>	<b>S.No.</b>	<b>Circle-Group</b>	<b>Zone</b>
1	<b>DELHI</b>	NORTH	10	MAHARASTRA	WEST
2	UTTAR-PRADESH-WEST	NORTH	11	<b>GUJARAT</b>	WEST
3	UTTAR-PRADESH-EAST	NORTH	12	MADHYA-PRADESH	WEST
4	JAMMU & KASHMIR	NORTH	13	RAJASTHAN	WEST
5	HPPH – PUNJAB, HARYANA & HIMACHAL PRADESH	NORTH	14	WBK – KOLKATA & WESTBENGAL	EAST
6	<b>ANDHRA-PRADESH</b>	SOUTH	15	ORISSA	EAST
7	KERALA	SOUTH	16	<b>BIHAR</b>	EAST
8	KARNATAKA	SOUTH	17	<b>NESA – NE &amp; ASSAM</b>	EAST
9	MUMBAI	WEST			

### Weekly Schedule\*\*

<b>Weekly Schedule</b>		
<b>Week</b>	<b>From</b>	<b>To</b>
1	26-Jun	06-Jul
2	07-Jul	13-Jul
3	14-Jul	20-Jul
4	21-Jul	27-Jul
5	28-Jul	03-Aug
6	04-Aug	10-Aug
7	11-Aug	17-Aug
8	18-Aug	24-Aug

- Subject to the Clause 3.2.17 and 3.2.18 and other terms contained herein, a Players Zone Member is eligible to win more than one prize during the period of the RAINING GOLD QUIZ, which means that he/she can win more than one prize provided he/she meets the above conditions of the respective prizes.
- If an MSISDN plays the Quiz over both channels (Voice and SMS), such score of the MSISDN will only be cumulative and not exclusive for each of the channels. i.e. if the MSISDN has started playing the Quiz on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4<sup>th</sup> question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the Winner selection for all the prizes.
- In case of a tie in the above selection of Bumper Prize , Weekly Prize and all the Daily Prizes ,the winners will be selected through a Random system generated process which will be scrutinized by an independent audit mechanism.
- Without prejudice to the foregoing, the Players Zone Members shall not hold OnMobile, the Independent Auditor (defined below) or airtel liable for the Winner selection process under this Quiz.

### 3. Winner Announcement and claiming process

#### 3.1 Prize details:

The Gold Voucher offered as the Special Prize hereunder will be organized by OnMobile. The Gold Vouchers may be used by the Winner to purchase gold only up to the value specified in the respective Gold Voucher, irrespective of the rate of conversion of gold at the time of such purchase. The Winners shall not have any claims in matters arising from or in connection with the Gold Voucher and shall indemnify and keep indemnified the Organiser, airtel and the third party issuing the Gold Voucher. The respective Gold Vouchers may be used only in stores accepting the Gold Voucher as will be detailed in the Gold Voucher. You acknowledge and agree that the amount mentioned in the Gold Voucher may not be fully utilized, subject to change in the rates and related antecedents to such Gold Voucher; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the prize money for using the Gold Voucher at the time of purchase and You shall not claim any reimbursements from the Organiser and/or airtel. You hereby agree that the Gold and Silver Vouchers are at all times subject to the terms and conditions mentioned in the respective Gold and Silver Voucher and will be applicable to be used only for a limited period as detailed in the respective Gold and Silver Voucher. The purity of the gold being offered as prize in this Quiz will be of 22 carat certified gold. The gold or silver voucher which may be given to the Winner as a prize shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source ("TDS") @ 30.99% or as applicable from time to time and applicable Value Added Tax on the purchase of the gold or silver. The Winner will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold or silver received.

#### 3.2 Others:

- 3.2.1. The Winner selection process detailed under Clause 2 will be conducted using an automated ISO certified Winner selection system.
- 3.2.2 The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Quiz will be witnessed by an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Winners, certify such process.
- 3.2.3 After the selection and validation of the Winners of all the prizes under the Quiz, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Players Zone registered with airtel, and will be given further details as to how, when and where they can collect their respective prizes. In the event any of the Winners do not answer the calls of the Organizer, an SMS will be sent to the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes ("**Intimation**"). For the purpose of Intimation, the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-49292425/ 080-67186344 and/or SMS from 55000. The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other numbers. The prizes must be claimed by the Winners within 30 days from the date of

Intimation to the Winners, failing which, the prize(s) will be deemed to be forfeited by the Organizer under the respective categories of prizes. The prize/s offered under the Quiz may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Quiz. In the event no special event is being conducted by the Organizer, the Winners shall be requested to provide their address to which the prizes may be sent by Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or airtel for playing the Quiz. Delivery of prizes will be subject to the Winners giving the correct address and his/her availability there. The Winners agree that there shall be no liability on Organizer in the event the Winners cannot be contacted for the aforesaid time periods stated in this clause, on any account for any reason whatsoever. In the event that any of the Winners cannot be reached through SMS or calls for a period of 3 days from the date of Intimation, or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.

- 3.2.4 Without prejudice to the foregoing Clause 3.2.3, any failure on the part of the Winners of the Quiz to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and the same prize will be given to the next eligible Winner. All costs and expenses for collecting the prize unless otherwise specified, shall be borne solely by the Winners under the Quiz and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the place specified by the Organizer. The Organizer and airtel shall not be responsible for any delay on part of a third party including the courier agency, in delivering the prize.
- 3.2.5 To be eligible to claim the prize/s under the Quiz, the winning MSISDNs have to be active Subscribers of airtel during Winner announcement
- 3.2.6 This Quiz may contain factual references to the names of certain companies, products and individuals. The Organizer and airtel make no representation of having a business relationship or tie -up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
- 3.2.7 All prizes offered in this Quiz are subject to availability. Organizer reserves the right to provide alternate models or brands, cash or issue a Bank Gift Card (defined below) for the value of the prize won under the Quiz, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Card.
- 3.2.8 A Bank Gift Card acts as a pre-filled card, in which the Winner's prize amount, less TDS if applicable, is available and is given to the Winners under any category of prizes under the Quiz, at the sole discretion of the Organizer. This Bank Gift Card can be used and/or swiped as a credit or debit card in all outlets where debit or credit cards are accepted. The Bank Gift Card is valid for a minimum period of 6 (six) months from the date of issue to the Winner. The applicable terms and conditions for such Bank Gift Cards shall be the terms and conditions stipulated by the relevant bank.
- 3.2.9 airtel and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as prizes nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Players Zone Members under this Quiz.
- 3.2.10 The prize(s) under this Quiz are neither assignable nor transferable under any circumstances. Mere participation in the Quiz shall not entitle a Players Zone Member to any

prize. No other person or agent can claim the prize on behalf of the Winner, unless expressly mentioned herein.

- 3.2.11 The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s).
- 3.2.12 Any Players Zone Member providing any incorrect information, concealing or withholding any information from the Organizer with an intent to participate and/or win the Quiz will automatically be disqualified from participating in it and winning the different categories of prizes. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of airtel number, domicile, payment of outstanding amount to airtel or any other information provided by the Players Zone Member, shall entitle the organizer to disqualify him/her without any further intimation.
- 3.2.13 All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law): (a) Identity Proof; (b) Photocopy of PAN Card; (c) Address Proof; (d) In case of Winner holding a post-paid connection of airtel number and is entitled to a prize, the value of which exceeds Rs. 5,000/-, self-attested copy of the latest bill issued by the operator in respect of his/her airtel number registered with the Organizer under the and in case of Winner holding a pre-paid connection of airtel number and is entitled to a prize, the value of which exceeds Rs. 5,000/-, an affidavit in the format provided by the Organizer, declaring that the Winner is the rightful owner of the airtel number and the same is registered with the operator in the name of the Winner; and (e) Letter of compliance with rules and regulations and declarations in the format as may be required by airtel and/or Organizer or applicable law.
- 3.2.14 All incidental costs, taxes or levies related to the prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), road tax, insurance and any other taxes applicable by the Central, State or Municipal government.
- 3.2.15. Any prize of value in excess of INR 10,000/- in a year will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the Winner at the prevailing rate, unless expressly specified otherwise. Further, all Winners must furnish a valid Indian PAN Card copy to claim the prize amount, or prize, irrespective of the value of the same, failing which the Winner's prize shall be forfeited, or the prize shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer.
- \*\* A Winner earning prize in excess of INR 10,000/- in a year in aggregate from all quizzes or offers conducted by OnMobile Global Limited as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.
- 3.2.16. The list of the Winners of the prizes will be published on the Website- <http://airtel.contestzone.in> after the completion of the Quiz and after all the Winner selection processes are complete.
- 3.2.17 In all challenges/quizzes launched by Organizer and airtel jointly ("**airtel quiz(s)**" or **airtel challenge(s)**"), in any State or circle or circle groups as may be applicable, for the financial year 2015-16 ("**Financial Year**"), one individual Winner, irrespective of the number of mobile connections registered in his/her name with airtel, is entitled to win prizes aggregating worth up to Rupees Five Lakhs only ("**Threshold Limit**"). However,
- (a) Notwithstanding the Threshold Limit, If an individual Winner, irrespective of the MSISDN's has either not achieved the Threshold Limit or has not won any prize under any airtel challenge in the Financial Year and subsequently

wins an individual prize during the Financial Year which results in such individual Winner crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the Financial Year. It is clarified that such individual Winner will be entitled to the afore-said exception only if winning one individual prize results in him/her crossing the Threshold Limit in the Financial Year; and

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

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

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

Players Zone Members may contact OnMobile at 08049292444 TOLL-NUMBER regarding any queries or complaints pertaining to the Quiz between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, Players Zone Members may send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which shall be answered on all working days. All disputes must be addressed by the Players Zone Members in writing to OnMobile, and airtel shall neither be responsible nor shall entertain any communication in this regard.

#### **5. Content:**

- 5.1 You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Quiz shall remain, at all times, owned by OnMobile, airtel and/or their respective owners. All material and content contained in this Website is made available for Your personal and non-commercial use only. Any other use of the material or content on this Website, WAP Link and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 5.2 Questions and their answers, designed or sourced by the Organizer, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, neither the Organizer nor any third party involved shall have any liability towards any Players Zone Member.

#### **6. Others:**

- 6.1 By entering the Quiz, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages and alerts including without limitation daily updates on the score from OnMobile and/or airtel, as they may in their sole and absolute discretion decide.

- 6.2 By participating in the Quiz, Players Zone Members consent to the following information relating to them to be exchanged between airtel, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer/s may deem fit, for any legal purpose: name, mobile phone number, score and/or photograph. The Players Zone Members also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.
- 6.3 Subject to any applicable law, all warranties of any kind whatsoever, whether express or implied, are hereby expressly **DISCLAIMED** by OnMobile and airtel including, but not limited to, (a) meeting of the Players Zone Member's requirements or aspirations, timeliness, security, the results or reliability of the Quiz; (b) delay or failure in sending or receiving an SMS; (c) the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, prizes, benefits or awards acquired or obtained through the Quiz or any transactions effected through the Quiz; (d) by way of and /or on account of this Quiz or for any loss or damage whatsoever that may be suffered; (e) for any personal loss or injury that may be suffered (including loss of life), by a Players Zone Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Quiz; and (c); any advice or information whether by representations, oral, written or pictorial derived from the Website or through the Quiz.
- 6.4 The employees of airtel, OnMobile and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in this Quiz.
- 6.5 This Quiz cannot be used in conjunction with any alternative offer or promotion which is of similar nature.
- 6.6 This Quiz is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of airtel and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor airtel shall be liable for any delay or adverse effect caused to Players Zone or this Quiz as a result of a Force Majeure Event. OnMobile and/ or airtel shall intimate the suspension of Players Zone or the Quiz, caused as a result of such Force Majeure Event to the Players Zone Members. Without limiting the generality of the foregoing, neither airtel nor OnMobile shall be responsible for any claims arising out of technical failures before, during or after the completion of the Quiz including but not limited to any technical failures in the mobile connectivity, any action that has been initiated, actioned or completed through his/her mobile phones, delay in time recorded for answering a question through voice and SMS mode including during the tie-breaker process, failure of servers, failure or any defect in viewing, downloading, using or removing the Content or related URL from their devices, delay or failure in sending or receiving an SMS, the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation
- 6.7 The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 6.8 This Quiz is subject to guidelines/ directions issued by the Department of Telecommunications ("**DoT**"), Telecom Regulatory Authority of India ("**TRAI**") or any other statutory authority from time to time.
- 6.9 The decision of the Organizer in respect of all transactions under this Quiz including the process of Winner selection shall be final and binding and no requests shall be entertained in this regard for any reason whatsoever.
- 6.10 The Players Zone Members and Winners hereby irrevocably authorize airtel and its subsidiaries to use the data gathered during and/or after the Quiz in respect of the Players Zone Member (including Players Zone Members name, photograph etc.) in any of its communications including marketing promotions and advertisements along with or without airtel's brand.

- 6.11 Apart from the entitlement to the above prizes, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organiser, unless otherwise mentioned herein.
- 6.12 In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Players Zone, so far as the same impact the terms and conditions of subscription to Players Zone as are specifically provided under the terms and conditions of the Players Zone, the terms and conditions of the Players Zone shall prevail. In the event of any such discrepancies impacting the Terms and Conditions of this Quiz, only these Terms and Conditions shall prevail and override the terms and conditions of the Players Zone.
- 6.13 airtel and OnMobile reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Quiz or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond its control and the same shall be binding on the Players Zone Members. The latest revised version of the Terms and Conditions shall be effective and binding on the Players Zone Members from the time of its posting on the Website. You are therefore advised to check the Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue the subscription to the Players Zone.
- 6.14 The Organizer and/or airtel may use sub-contractors or 3<sup>rd</sup> party vendors or affiliates to execute certain tasks associated with this Quiz.
- 6.15 The Organizer and/or airtel reserves the right, at any time, to unconditionally disqualify any Players Zone Member who tampers with or who in any way abuses the process or Terms and Conditions, without giving any prior intimation to the Players Zone Members. Failure by the Organizer or airtel to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 6.16 The Players Zone Members shall indemnify and keep indemnified airtel and OnMobile and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which OnMobile or airtel may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Players Zone Members hereunder; any failure by the Players Zone Members to comply with applicable law, including without limitation attempting to undermine the legitimate operation of the Quiz; and/or misuse of any information of a third party. airtel and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Players Zone Members. The Organizer, airtel or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any third party, in connection with the Quiz.
- 6.17 The Organizer and/or airtel do not make any commitment, express or implied to respond to any feedback, suggestion, advice, service and/or queries of the Players Zone Members.
- 6.18 A Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to airtel and / or is not an active Subscriber of airtel on the date of announcement of the prize and as on the date of claiming the prize.
- 6.19 The Winners' names will be announced as registered in the system of airtel.
- 6.20 These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Bangalore.