**TERMS AND CONDITIONS**

*PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS*

*CHALLENGE KNOWN AS “****!DEA GOLD BONANZA CHALLENGE SEASON 6****”. IF YOU ARE NOT ELIGIBLE TO PARTICIPATE AS PER ELIGIBILITY CONDITIONS STIPULATED UNDER THIS TERMS AND CONDITIONS OR IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE* ***!DEA GOLD BONANZA CHALLENGE SEASON 6****. BY PROCEEDING WITH PARTICIPATION IN THE* ***!DEA GOLD BONANZA CHALLENGE SEASON 6****, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“****Terms and Conditions****”).*

**!DEA GOLD BONANZA CHALLENGE SEASON 6 (**hereinafter referred to as *“***Challenge**”) is conceptualized, organized and conducted by **Spice Digital Limited,** a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 60-D, Street No. C-5, Sainik Farms, New Delhi-110062 and corporate office at S Global Knowledge Park, 19A & 19B, Sector-125, Noida - 201301, [U.P.], (hereinafter referred to as “**SDL**”) in association with **Idea** **Cellular Limited**, a company incorporated under the provisions of the Companies Act, 1956 andhaving 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**”).

SDL and Idea shall hereinafter be jointly referred to as “**Organisers**”.

1. 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.
2. By participating in this Challenge, You:
3. Warrant that you have read, understood and agreed to conform to these Terms and Conditions.
4. Warrant the accuracy, truthfulness and currency of all information that You have submitted or You will submit.
5. 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 SDL and You are acting voluntarily, using Your own time and resources to participate in the Challenge, solely at Your own risk.
6. 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.
7. These Terms and Conditions are available on the website at the following address: <http://content.spicegang.in/utils/idcontnc.htm> (“**Website**”). The Terms and Conditions can be amended or varied from time to time or withdrawn without any notice to You and therefore, please visit the Website periodically to keep Yourself updated and informed.
8. Eligibility for participation in the Challenge:

4A. All active Subscribers of Idea (prepaid and postpaid) who fulfill the following criteria are eligible to participate in this Challenge:

1. He/she must be of or above 18 years of age;
2. He/she must be a resident of India;
3. He/she must be a active Subscriber registered in any of the Circles, as defined in clause 15 below as mentioned below;
4. He/she must not have been convicted and / or prosecuted for commission of any criminal offence;
5. He/she must not be of an unsound mind;
6. He/she must not be under any legal disability e.g. insolvency, restraint by court order etc. or prohibition from entering any contractual relationship.
7. He/she should not have, won any gratification or, been selected or declared as Highest scorer, in any of the challenges organized by Organisers, at any time prior to commencement of this Challenge;

4B. This Challenge is not available to the following Subscribers of Idea and they shall not be eligible to participate in this Challenge;

1. The Subscribers, roaming outside their home Circles;
2. The Subscribers being the employees of the Organisers and of their group companies, Affiliate or associate companies. “Affiliate” here shall mean with respect to each of the Organisers, any entity directly or indirectly controlling or controlled by or under direct or indirect common control with such Organiser. For the purposes of this definition, “control”, “controlled” or “controlling” shall be construed as the control by virtue of  having the right to appoint the majority of the Board of Directors or owning the largest or controlling percentage of the voting securities or by virtue of any contractual arrangements or otherwise.
3. Highest scorers (including spouse of highest scorers and  immediate/first blood relatives of highest scorers) of previous challenges organized by Organisers across operators who have won a Bumper / First / Grand Gratification shall not be eligible for the Bumper / First / Grand Gratification under this challenge and highest scorers agree to provide an undertaking to the effect that His/her spouse or immediate/first blood relatives of highest scorers are not the highest scorers of Bumper / First / Grand Gratification of previous challenges organized by Organisers across any operator;

4C. Only one person from a family shall be eligible to get a gratification in the Challenge, meaning thereby that all other relatives of such person in the Family shall not be so eligible. The Family in relation to a person shall mean immediate family, consisting of any of the following relatives:

1. Spouse, (ii) Brother (iii) Sister (iv) Father (v) Mother (vi) Son (vii) Daughter

4D. The Subscriber whose residential address is same as that of a Subscriber who is eligible for a gratification as per terms and conditions of this Challenge, shall not be entitled to a gratification worth Rs. 10,000/- and above.

1. The Challenge is open for a limited period from **12th December 2015 ,00:00:01** hours till **10th March 2016, 23:59:59 hours** for the active1pre-paid as well as post-paid category of the Ideasubscribers (“**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 Idea. The term MSISDN (Mobile Station International Subscriber Directory Number) in these Terms and Conditions shall also refer to the Subscriber who is the rightful user of a particular MSISDN. In the event the number / connection is registered in the name of a company or firm, the employee of such company or firm 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.

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

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1. For the avoidance of any doubt, please note that the gratifications offered under this Challenge are solely sponsored and distributed by Spice Digital Limited 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 participated by the active Subscribers.
2. 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** |  |  | **Defualt language** |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | ANDHRA PRADESH | |  | Telugu | |  | English | |  | Hindi | |  | English | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | ASSAM | |  | English | |  | Hindi | |  |  |  |  | English | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | BIHAR | |  | Hindi | |  | English | |  |  |  |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | DELHI | |  | Hindi | |  | English | |  |  |  |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  | |  |  | |  |
|  | GUJARAT | |  | Gujarati | |  | Hindi | |  | English | |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | HARYANA | |  | Hindi | |  | English | |  |  |  |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | HIMACHAL PRADESH | |  | Hindi | |  | English | |  |  |  |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | JAMMU & KASHMIR | |  | Hindi | |  | English | |  |  |  |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  | |  |  | |  |
|  | KARNATAKA | |  | Kannada | |  | English | |  | Hindi | |  | English | |  |
|  |  | |  |  | |  |  | |  |  | |  |  | |  |
|  | KERALA | |  | Malayalam | |  | English | |  | Hindi | |  | English | |  |
|  |  | |  |  | |  |  | |  |  | |  |  | |  |
|  | KOLKATA | |  | Bengali | |  | Hindi | |  | English | |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  | |  |  | |  |
|  | MAHARASHTRA | |  | Marathi | |  | Hindi | |  | English | |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | MADHYA PRADESH | |  | Hindi | |  | English | |  |  |  |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  | |  |  | |  |
|  | MUMBAI | |  | Marathi | |  | Hindi | |  | English | |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | NORTH EAST | |  | English | |  | Hindi | |  |  |  |  | English | |  |
|  |  | |  |  | |  |  | |  |  | |  |  | |  |
|  | ORISSA | |  | Hindi | |  | English | |  | Bengali | |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  | |  |  | |  |
|  | PUNJAB | |  | Punjabi | |  | Hindi | |  | English | |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | RAJASTHAN | |  | Hindi | |  | English | |  |  |  |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  | |  |  | |  |
|  | TAMIL NADU | |  | Tamil | |  | English | |  | Hindi | |  | English | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | UTTAR PRADESH EAST | |  | Hindi | |  | English | |  |  |  |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  |  |  |  | |  |
|  | UTTAR PRADESH WEST | |  | Hindi | |  | English | |  |  |  |  | Hinglish | |  |
|  |  | |  |  | |  |  | |  |  | |  |  | |  |
|  | WEST BENGAL | |  | Bengali | |  | Hindi | |  | English | |  | English | |  |

1. A Subscriber, by participating in the Challenge, hereby agrees to the Terms and Conditions mentioned herein and gives his/her irrevocable consent to the process of selecting the Highest Scorers as set out herein, and any appropriate changes that may be made to this Challenge by the Organisers, including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the Organisers, its affiliates and associates or for any other reason whatsoever.
2. By participating in the Challenge, You indicate Your acknowledgement and acceptance of the terms and conditions of this Challenge.
3. Unconditional Approval/Acceptance:

The Subscriber is aware that SMS sent by the Subscriber under the Challenge, may not be received by Organisers instantly due to various factors outside the control of the Organisers such as network failure, system failure, etc. The time at which the Organisers shall receive the answer to the question, from Subscriber through sending SMS from his handset will be considered for the selection of Highest scorer as per the terms and conditions of this Challenge. (Example – Subscriber sends answer at 2 pm but it was received by Organisers only at 3 pm. Organisers will consider the time of answering the question as 3 pm only, under the Challenge)

The Subscriber hereby warrants and undertakes not to challenge the selection process of highest scorer(s), under the Challenge, in case of tie in the number of points scored by the subscriber, since the time at which the SMS was received by Organisers will be considered for selecting the highest scorer. The Subscriber agrees and undertakes not to dispute/challenge the delay caused in receiving the SMS by Organisers due to network failure, system failure, etc., which are beyond the control of Organisers .

1. **Charging:**
2. Subscribers shall be asked total 900 skill or knowledge based questions (questions will be a mix of movies/sports/GK/current affairs/history) during the challenge period. The Subscribers will be charged Rs. 3/- for each answer given by the Subscribers to the corresponding question in the Challenge.
3. The charged amount will not be refunded to Subscribers under any circumstances. Subscriber is charged for the 1st question. Only after system receives response for
4. the 1st question will charging be initiated for the 2nd question and so on.
5. In case the Subscriber stops participating in the challenge at any time, the system will continue to charge him/her for all questions answered till that time.
6. In case of a low balance response for any question, charging will stop.
7. Charging will resume when user initiates again by answering a question through any channel i.e. either on SMS or Voice.
8. In case Subscriber has completed all 900 questions of the Challenge, then, if there was a low balance response for any question, every subsequent day, till all questions are charged / till end of the Challenge, whichever happens first, the system will try to charge user for all uncharged answered questions.
9. Every answer sent to the number 52256 shall be charged at Rs. 3/- per SMS.
10. **Challenge on Voice:**
11. The Challenge will be available on 52256 on Voice.
12. Subscribers will be informed about the participation charges for the Challenge, gratification and Terms and Conditions URL, when they call the number 52256 Toll-free to participate in the Challenge.
13. The Challenge consists of 900 questions with two answer options for each question. The Subscribers may attempt 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.
14. The Subscribers can press \* to listen to a question again.
15. The questions under the Challenge shall be based on information available to the public at large.
16. For every right answer the Subscriber will get 10 point. There is no negative marking for a wrong answer.
17. Every day from start of the Challenge till the last day of Challenge, there will be a particular period of hours designated as happy hours (“Happy Hours”), as decided by the Organisers at their sole discretion. Subscribers participating in the Challenge during Happy Hours will get double points i.e. 20 points for every right answer. Information regarding the Happy Hours will be sent to all registered users/subscribers each day by SMS in advance.
18. After every answer, the Subscriber will be given the next question and answer options.
19. System will continue playing questions one after the other, while the charging happens. However happening of such charging may not necessarily be simultaneous to the question attempted and can also be charged at a later stage i.e. post answering of the question. The score being intimated to the participant over SMS and voice is tentative and will be updated upon successful charging.
20. Charging responses can be “Success”, “Failure” and “Low Balance”. These will be offline responses received by the system in parallel to the questions attempted.
21. In case of responses as Success OR Failure, call to continue.
22. In case of response as low balance, the current question attempted by the Subscriber, if any, will complete and once the Subscriber has been given the score and right/wrong answer response, a low balance prompt will be played and the call will be dropped. However if the Subscriber is willing to continue with the said Challenge he / she can do so by recharging his/her mobile account with the required amount and thereafter, would need to send ‘GOLD’ as an SMS to 52256 , to receive the next question.
23. If the Subscriber stops participating in the Challenge after answering the nth question then when he/she calls on the number 52256 again or sends GOLD as an SMS to 52256 he/she will be given the (n+1)th question.
24. 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.
25. The Subscribers are given the questions one after the other till he/she finishes answering all the questions of the Challenge.
26. The Subscribers may discontinue participating in the Challenge anytime by sending ‘STOP’ an SMS to 52256.
27. **Challenge on SMS:**
28. The Challenge will be available on SMS on 52256. To participate in the Challenge, Subscribers are required to SMS GOLD to 52256 for free.
29. Each Subscriber shall be charged Rs. 3/- per answer sent as an SMS to the number 52256, irrespective of whether the answer is correct or wrong.
30. For all Subscribers who participate in the Challenge for the first time by sending the keyword GOLD as an SMS to 52256, 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.
31. Subscribers may participate in the Challenge by sending the keyword GOLD to 52256 as an SMS to receive a question and answer options and then sending a response to 52256 by typing ‘1’ or ‘2’ to the question that they received last.
32. All Subscribers can answer up to 900 questions in the Challenge. The questions have 2 answer options each.
33. For every right answer the Subscriber will get 10 point. There is no negative marking for a wrong answer.
34. Every day from start of the Challenge till the last day of Challenge, there will be Happy Hours decided by the Organisers. Subscribers participating in the Challenge during Happy Hours will get double points i.e. 20 points for every right answer. Information regarding the Happy Hours will be sent to all registered users/subscribers each day by SMS in advance.
35. After every answer, the Subscriber will be sent an appropriate response and given the next question and answer options.
36. If a Subscriber stops participating in the Challenge after answering the nth question then when he/she sends an SMS typing GOLD to the number 52256, he/she will receive the (n+1)th question. If the Subscriber stops participating after answering the nth question then he/she can continue participating by sending GOLD as an SMS to 52256, to receive the next question.
37. If a Subscriber does not receive the subsequent question after answering the nth question, then he/she can continue participating in the Challenge either by sending SMS GOLD to 52256, or calling 52256, during the Challenge, to receive the next question.
38. The Subscriber will be given the questions one after the other till he/she finishes answering all the questions of the Challenge.
39. The Subscribers may discontinue participating the Challenge anytime by sending ‘STOP’ an SMS to 52256.
40. Challenge on USSD (applicable for all the telecom circles except UP west circle.)
41. The Challenge will be available on USSD on \*563\*256# across circle groups. To participate in the Challenge, Subscribers needs to dial the string \*563\*256# for free.
42. Each Subscriber shall be charged Rs. 3/- per answer attempted by the subscriber through the USSD mode, irrespective of whether the answer is correct or wrong.
43. For all Subscribers who participate in the Challenge for the first time by dialing \*563\*256#, 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.
44. Subscribers may participate in the Challenge by dialing \*563\*256# to receive a question and answer options and then sending a response by typing ‘1’ or ‘2’ to the question that they received last.
45. All Subscribers can answer up to 900 questions in the Challenge. The questions have 2 answer options each.
46. For every right answer the Subscriber will get 10 point. There is no negative marking for a wrong answer.
47. Every day from start of the Challenge till the last day of Challenge, there will be Happy Hours decided by the Organisers. Subscribers participating in the Challenge during Happy Hours will get double points i.e. 20 points for every right answer. Information regarding the Happy Hours will be sent to all registered users/subscribers each day by SMS in advance.
48. After every answer, the Subscriber will be sent an appropriate response and given the next question and answer options.
49. If a Subscriber stops participating in the Challenge after answering the nth question then when he/she dial \*563\*256#, he/she will receive the (n+1)th question.
50. If a Subscriber does not receive the subsequent question after answering the nth question, then he/she can continue participating in the Challenge either by dialing \*563\*256# or by sending SMS GOLD to 52256, or calling 52256, during the Challenge, to receive the next question.
51. The Subscriber will be given the questions one after the other till he/she finishes answering all the questions of the Challenge.
52. The Subscribers may discontinue participating the Challenge anytime by sending ‘STOP’ an SMS to 52256.
53. **Highest Scorer selection and Gratifications:**
54. **Bumper Gratification (National)**

**No. of Gratification = 1**

**Gratification = Gold Voucher worth Rs. 15,00,000/-**

The selection for the Bumper Gratification will be conducted after the Challenge ends. One (1) MSISDN, who has scored highest points across all circle-groups, will become eligible for this gratification of Gold Voucher worth Rs. 15,00,000 (Rupees Fifteen Lakhs Only). In case of a tie, all such tied Subscribers will be eligible to participate in a tie-breaker round on Voice channel. Based on the performance in the tie-breaker round, the MSISDN who has scored maximum points in least time would be selected as the highest scoring MSISDN and will become eligible for bumper gratification. Such highest scoring MSISDN will be removed from the list of eligible Subscribers for the Circle Wise Bumper Gratification.

1. **Circle Wise Bumper Gratification:**

**No. of Gratification (3/circle-group) = 45**

**Gratifications = (a) Two Wheeler Honda Activa worth upto ex-showroom price of Rs. 55,000/- for 1st circle wise bumper gratification for each circle (i.e the MSISDN scoring highest in each circle) (b) LED TV worth upto Rs. 30,000/- for 2nd circle wise bumper gratification for each circle (i.e the MSISDN scoring 2nd highest in each circle) and (c) Washing Machine worth upto Rs. 15,000/- for 3rd circle wise bumper gratification for each circle (i.e the MSISDN scoring third highest in each circle).**

The selection for the Circle Wise Bumper Gratifications will be conducted after the Challenge ends. In each of the Circlegroup, top three (3) MSISDNs scoring highest points in chronological order in each Circle, during the period of the Challenge will become eligible for this Circle Wise Bumper Gratification as mentioned above. In case of a tie, all such tied numbers will be eligible to participate in a tie-breaker round on voice channel. Based on the performance in the tie-breaker round, the MSISDN who has scored maximum points in least time would be selected as the highest scoring MSISDN and will become eligible for circle wise bumper gratification. An MSISDN can get this gratification only once in the Challenge.

1. **Surprise Day Gratifications - Twice in every week**

**No. of Gratifications = 26**

**Gratification = Smart phone worth upto Rs. 15,000-**

Two (2) MSISDNs across all circle-groups, who has generated the highest score in least time on Surprise Day, during the Challenge, will become eligible for this gratification of mobile phone worth upto Rs. 15,000/- , each. In case of a tie, then all such tied numbers will be eligible to participate in a tie-breaker round on voice channel. Based on the performance in the tie-breaker round the MSISDN who has scored maximum points in least time would be selected as the highest scoring MSISDN and will become eligible for Surprise Day gratifications. An MSISDN can get the Surprise Day Gratification only once in the Challenge, i.e an MSISDN, which has once been selected as highest scorer for this gratification on any Surprise Day during the Challenge shall not be eligible for this gratification on any subsequent Surprise Day.

1. **Circle Wise Daily Gratification**

**No. of Prizes (15 Circles x 5 participants x 90 days) = 6750 Gratification=** **Recharges worth Rs. 100/-.**

Five (5) MSISDN in each Circle group, who shall participate in this Challenge and shall answer/attempt and are charged for ten (10) questions first in a Circle group, will become eligible for the circle wise daily gratification, i.e the circle wise daily gratification of pre-paid recharge worth Rs. 100/-, each.

1. **Note:**
2. Surprise Day here shall mean any day of each week during the Challenge, determined at the sole discretion of the Organisers, on which subscriber shall be selected to be eligible for the Surprise day Gratification by the Organisers.
3. Gold Voucher here shall mean voucher/card through which the eligible highest scorer can purchase gold of the value and as per the terms as specified in the voucher.
4. In case the participant(s) participates with multiple MSISDN in the Challenge, the MSISDN which has been selected to be eligible for the gratification of highest value, shall only be considered for the purpose of awarding the gratifications to such participant (s) and the other MSISDN(s) shall not be considered for any other gratification, irrespective of the points earned through such MSISDN(s).
5. In case of a tie in the selection of Bumper and circle bumper Gratifications, 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 MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 5 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 5-1=4 questions will be considered. In case of a tie in this, then the time taken to answer 4-1=3 questions, and so on will be considered.
6. If a subscriber participates in the Challenge over multiple channels (Voice, USSD & SMS), his/her score will only be cumulative and not exclusive for each of the channels. i.e.: if the subscriber participates in the Challenge on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes through SMS, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the Highest scorer selection for all the gratifications.
7. A Subscriber is eligible to get more than one Gratification during the period of the Challenge, which means that he/she can get more than one Gratification provided he/she meets the above said criteria of the respective Gratifications and gets selected.
8. A subscriber will be eligible for any gratification only after successful charging of 5 questions.
9. If a subscriber participates over any of the channels (IVR, USSD & SMS), his/her score will only be cumulative and not exclusive for each of the channels if the subscriber has participated the Challenge on In-dial and has scored 2 points in 2 questions, if he/she drops the call and resumes the Challenge through SMS, he/she will be given the 3rd 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 highest scorer selection for all the gratifications.

3 Recharge is the amount that will be given to the Highest Scorers as talk-time, based on the available denominations or offers in the respective Circle-Group or State. In case in any of the Circle-Groups, the talk-time recharge value or denomination offered in the Challenge is not available, the Highest Scorers 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 Highest Scorer.

**Classification of Circle–**

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1. Without prejudice to the foregoing, the Subscribers shall not hold the Organisers liable for the Highest Scorer selection process under this Challenge.
2. Without prejudice to the foregoing, the Subscribers shall not hold SDL or Idea liable for the Highest scorer selection process under this Challenge.
3. The gratifications offered in this Challenge will be sponsored and distributed by SDL or by a designated third party.
4. All gratifications will be given after deducting various taxes, license fees and charges as applicable.
5. 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. In the event any of the Highest Scorers do not answer the calls of SDL, 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 must be claimed by the Highest Scorers within 45 (Forty- five) days from the date of Intimation to the Highest Scorer, failing which, the gratification(s) will be deemed to be forfeited by SDL under the respective categories under the Challenge. 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 SDL, at its sole discretion, subsequent to completion of the Challenge. In the event no special event is being conducted by SDL, the Highest Scorers shall be requested to provide their address to which the gratification may be sent by SDL, 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 SDL 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, SDL 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 SDL, the Highest Scorers shall collect them from the nearest place specified by SDL.
6. Without prejudice to the foregoing clauses, any failure on the part of the Highest Scorer under this Challenge to comply with directions issued by SDL shall entitle SDL, 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.
7. 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.
8. The gold voucher/ gold / cash card 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.
9. The Highest Scorers can use the gold vouchers being given as 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.
10. The purity of the gold being offered as gratification in this Challenge will be of 22 carat certified gold.
11. The gratifications offered in this Challenge are subject to availability.
12. Without prejudice to the foregoing, under no circumstance shall the Highest Scorers of the Challenge be entitled to redeem any category of gratification for cash, unless expressly mentioned herein. SDL, however, at its sole discretion, may or may not provide a cash alternative to any of the gratification being offered in this Challenge.
13. 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.
14. 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.
15. Subscribers may contact SDL at [Challenge.idea@spicedigital.in](mailto:Challenge.idea@spicedigital.in) regarding any queries/complaints pertaining to the Challenge between 9.30 AM to 6.30 PM, on working days from Monday to Friday. All disputes must be addressed by the Subscribers in writing to SDL, and Idea shall neither be responsible nor shall entertain any communication in this regard.
16. 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.
17. By participating in the Challenge, Subscribers consent to the following information relating to them to be exchanged between Idea, SDL and their concerned vendors and/or published or otherwise communicated to in any media that the Organisers may deem fit, for the purpose of Highest Scorer’s announcement: name, mobile phone number, score and/or photograph and/or video. 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 SDL with its affiliates and service providers and to the information being processed and stored in the servers of SDL or its service providers, inside or outside India.
18. 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.
19. 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.
20. 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 under the tie-breaker process, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Challenge or any transactions effected through the Challenge; (b) The Subscriber expressly agree that his/her participation in the Challenge offered by the Organisers is at his/her sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Challenge shall be construed to mean the giving of any warranty of any kind by the Organisers.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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 herein below for the purposes of receiving the gratification.
26. 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 (the document list is only inclusive and not exhaustive and can change as per the requirements of law):
27. Identity Proof;
28. Photocopy of PAN Card;
29. Address Proof;
30. 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;
31. 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
32. Letter of compliance with rules and regulations and declarations in the format as may be required by the Organisers or applicable laws.

1. 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://content.spicegang.in/utils/idcontnc.htm>

1. 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 attorney’s fees and court costs) which the Organisers may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers under the Terms and Conditions hereunder, any failure by the Subscribers to comply with applicable law and any third party claim in respect of misuse of any information of a third party. The Organisers shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. The Organisers or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Highest Scorer or any third party, in connection with the Challenge.
2. 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.
3. 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.
4. 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.

\*\*A Highest Scorer earning gratification in excess of INR 10,000/- in a year in aggregate from all challenges / offers conducted by SDL as one of the Organisers irrespective of the operator or other Organisers will be subject to TDS under the Income Tax Act, 1961.

1. 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.
2. 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.
3. The Subscribers and Highest Scorers 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.
4. The gratification shall be handed over by SDL 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.
5. 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 thisChallenge 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.
6. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
7. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. The Organisers may use sub-contractors or 3rd party vendors to execute certain tasks associated with this Challenge, without consent from the Subscribers.
8. 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.
9. 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.
10. 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.
11. The Organisers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.
12. The officials 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.
13. The provisions of this service, the Challenge and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.
14. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in New Delhi.