



## TERMS AND CONDITIONS OF LISTEN 30 & WIN 30 CONTEST

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**LISTEN 30 & WIN 30 CONTEST**”. BY PROCEEDING WITH PLAYING THE **LISTEN 30 & WIN 30 CONTEST**, 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 **LISTEN 30 & WIN 30 CONTEST**.

### Terms and Conditions

1. “**LISTEN 30 & WIN 30 CONTEST**”(hereinafter referred to as the “**Contest**”) is an optional Contest conceptualized, organized and hosted by **Hungama Digital Media Entertainment Pvt. Ltd.**, a company incorporated under the Companies Act, 1956 and having its registered office at F-1, Laxmi Woolen Mills Estate, Shakti Mills Lane, Dr E Moses Road, Mahalaxmi, Mumbai 400 011- India (“**Hungama**” or “**Organizer**”) and is open for participation for active<sup>1</sup> pre-paid category of Subscribers<sup>2</sup> (“**Subscriber(s)**”) of Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited and Vodafone Spacetel Limited (hereinafter referred to as “**Vodafone India**”) as part of the Vodafone’s Radio Unlimited Pack (hereinafter referred to as “**Radio Unlimited Pack**”) during the period from **6<sup>th</sup> July, from 00:00:01 hrs till 4<sup>th</sup> August 2015, 23:59:59 hrs** (hereinafter referred to as the “**Contest Period**”). Organizer reserves the right to extend or shorten the Contest Period, as it deems fit, without any prior intimation to the Subscriber/s or any interested party.
2. The Contest is open for all active Subscribers who satisfy the eligibility criteria mentioned in Clause 3 below and who belong to the following Vodafone India telecom circles (“**Circle(s)**”) of ANDHRA PRADESH, ASSAM, NORTH EAST, BIHAR, DELHI, GUJARAT, HARYANA, KARNATAKA, KERALA, MAHARASTRA, MADHYA PRADESH,ORISSA, MUMBAI, PUNJAB, HIMACHAL PRADESH, JAMMU & KASHMIR, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, KOLKATA, WEST BENGAL, CHENNAI and TAMIL NADU who have successfully subscribed to the Radio Unlimited Pack (hereinafter referred to as “**Radio Unlimited Pack Member(s)**”) by following the subscription process mentioned hereunder.

### 3. Eligibility

This Contest is open for subscription for all subscribers (Pre-Paid consumer of Vodafone) who fulfil the following criteria:

- Subscriber must be of or above 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must be a Radio Unlimited Pack Member;

<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 competitions under the Radio Unlimited Pack or any other competitions offered by the Organizer and Vodafone India, jointly.

<sup>2</sup>Subscriber shall mean the rightful user of the Vodafone India connection, pre-paid or post-paid, in whose name the mobile phone connection number (MSISDN) is registered with the operator. In the event the number / connection is registered in the name of a company/ firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Competition, receive the prizes and accept the terms applicable for the Competition.



- Subscriber must belong to any one of the Circles mentioned herein;
- The Subscriber must not be employee or relative of -Hungama, Vodafone or any other promotional Partners like One97 & Onmobile.
- Subscriber must not be of an unsound mind; and
- Subscriber must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

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

Also, by participating in this Contest, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- Agree that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and Hungama and You are acting voluntarily, using Your own time and resources to participate in this Contest, solely at Your own risk;
- Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
- Warrant the accuracy, truthfulness and currency of all information that You have submitted; and
- Warrant that prior to subscribing to the Contest, 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 of the Radio Unlimited Pack.

The Contest will be known by and be made available in the below mentioned languages:

7 *Hindi, Tamil, Telegu, Kannada, Bengali*

A Radio Unlimited Pack Member, by subscribing to the Radio Unlimited Pack, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the winners under this Contest as set out herein, and any appropriate changes that may be made to this Contest by the Organizer including due to any legal or regulatory requirement, business exigencies, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the Organizer or Vodafone India, its affiliates and associates or for any reason whatsoever.

Subscribers who are roaming outside their home telecom Circle will be barred from subscribing to the Radio Unlimited Pack and from playing the Contest.

Further, the Radio Unlimited Pack Member/s who participate in the Contest and are chosen as winners shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number. If the winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile connection, the Organizer reserves the right to award the prize to the next eligible winner or to forfeit the prize, at its sole discretion.

4. These Terms and Conditions are available on the Website. The Terms and Conditions can be amended or varied from time to time or withdrawn without prior notice to You and therefore, please visit the Website regularly to keep Yourself updated and informed.



## 5. Subscription Process to the Radio Unlimited Pack

**a. The active Subscribers may either call 55665 (toll Free) by double subscription through Out Bound Diallers (“OBD(s)”) or In Bound diallers to subscribe or through Wireless Access Protocol (“WAP”) by clicking on the link sent via promotional SMS or banners**

- As soon as a Subscriber sends a subscription request:
  - Through SMS, he/she will receive an acknowledgement on his/her number registered with Vodafone India telling him/her that his/her subscription request has been received.
  - Through OBD or Interactive Voice Response(“IVR”), a double subscription is required by pressing 1 and then 5 after which he/she will be informed that his/her subscription request has been received.
- If the subscription is unsuccessful, the Subscriber will be sent an appropriate SMS on his/her number registered with Vodafone India telling him/her to try again later.
- All Radio Unlimited Pack Members will automatically be eligible to play and win prizes offered in all Contests launched as part of the Radio Unlimited Pack, as will be detailed in the terms and conditions of that respective Contests. The prizes offered under the Contests may vary from one Contest to the next.
- All Radio Unlimited Pack Members will be charged Rs. 30/- per month, depending on the balance available on his/her number registered with Vodafone India, irrespective of whether they participate in any Contest or not, once they have successfully subscribed to the Radio Unlimited Pack until the completion of the Contest or until they unsubscribe from the Radio Unlimited Pack, whichever is earlier, unless the pricing has been revised for a particular Contest or for all further Contests, in which case the price revision will be communicated in advance.
- If a Radio Unlimited Pack Member wants to unsubscribe from this Radio Unlimited Pack then it can be done by calling 55665 toll-free. Upon unsubscribing successfully, an SMS will be sent to the number of the Radio Unlimited Pack Member registered with Vodafone India confirming the un-subscription from the Radio Unlimited Pack.

**b.** A Subscriber can subscribe and unsubscribe to the Radio Unlimited Pack multiple times- i.e. if he/she unsubscribes from the Radio Unlimited Pack, he/she can subscribe again, at any time, if he/she wishes to do so during the validity of the Radio Unlimited Pack. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again, in case there is a Contest live on that day and therefore the amount deducted may be more than RS.30/- per month.

**c.** All existing subscribers of Radio Unlimited Pack will be sent an SMS before the launch of the Contest, informing them about the upcoming Contest.

Please note that participating or playing this Contest is optional for the Radio Unlimited Pack Members, however, from the date of commencement of this Contest till the end of the Contest or un-subscription from the Radio Unlimited Pack, whichever is earlier, the Radio Unlimited Pack Members will be charged in accordance with these Terms and Conditions.

## 6. Charging:



- New Radio Unlimited Pack Members will be charged Rs.30/-per month, depending on the available balance on his/her number registered with Vodafone India, from 01:00:00 hours onwards till the day he/she unsubscribes from the Radio Unlimited Pack.
- On subsequent days, the system will try to charge all Radio Unlimited Pack Members who subscribe to the Radio Unlimited Pack Rs.30/-Per Month, depending on the available balance on his/her number registered with Vodafone India at 01:00:00 hours. This amount will not be refunded to Radio Unlimited Pack Members under any circumstances.
- Radio Unlimited Pack Members who do not have Rs. 30/- balance will be charged Rs. 15/-, Members who do not have 15/- balance will be charged 7/-and the Radio Unlimited Pack Members who do not have Rs. 7/-balance will be charged Re 1for that particular day.
  - If the charging is successful, the Radio Unlimited Pack Member will get a confirmation SMS on his/her number registered with Vodafone India, along with the rules, prizes, Terms and Conditions URL, and the number on which s/he can call to participate in the Contest. If the charging is not successful, then the Radio Unlimited Pack Member will be informed about such unsuccessful charging through an SMS.

## 7. Winner selection and Prizes

### Daily Winners and Daily Prizes:

- During the Contest Period, **400 daily winners** will be selected across all Vodafone India Circles who use the service at least for 30 minutes in a day.
- The first 400 Subscribers who dial Radio Unlimited IVR -55665 portal and use the service for more than 30 minutes in a day shall be eligible for the daily prize.
- The daily winners selected based on the usage report generated daily by the Organiser shall win a **recharge of Rs. 30** as prize.
- The prize i.e. a recharge of Rs. 30 will be transferred to Subscriber's account **(Only Pre-Paid users)** after 24 hours post getting validation through MIS report of the Organiser. The selection of the winners will be done purely basis the logs and data containing time and duration of each Subscriber as certified by a third party independent auditor appointed by the Organiser.
- An SMS shall be sent by the Organiser to the winner informing his/her about the prize.
- Once an MSISDN is selected as the winning MSISDN based on the usage report generated daily by the Organiser for a prize stated herein, then that MSISDN will not be eligible to win the same prize again during the Contest Period.
  - Without prejudice to the foregoing, the Radio Unlimited Pack Members shall not hold Hungama or Vodafone India liable for the winner selection process under this Contest.
  - The process of winner selection in accordance with the winner selection process detailed in this Contest will be certified by an independent third party auditor, appointed by the Organiser.

8. All decisions of the Organizer in respect of all transactions under this Contest, including without limitation the selection of winners and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.



9. Radio Unlimited Pack Members may directly contact Hungama at 9930130598 regarding any queries or complaints pertaining to the Contest between 9:30 AM and 6:30 PM on all working days from Monday to Friday. All disputes must be addressed by the Radio Unlimited Pack Member in writing to Hungama directly and Vodafone India shall not entertain any communication in this regard.
10. Organizer, Vodafone India and their respective affiliates shall be entitled to use, in any manner, the details of the Radio Unlimited Pack Members including the Information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Contest, all Radio Unlimited Pack Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Radio Unlimited Pack Members to other Radio Unlimited Pack Members unless expressly mentioned herein. The Radio Unlimited Pack Members also consent to the information being shared by Hungama with its affiliates and service providers and to the information being processed and stored in the servers of Hungama or its service providers, inside or outside India.
11. Any prize of value in excess of INR 10,000/- in a year\* will attract deduction of tax at source being 30% of the gratification amount and all taxes to be paid on the prize/s shall be paid by the winner at the prevailing rate. Further, all the winners must furnish a valid Indian PAN Card along with proof of payment of tax at source to claim the prize amount, or prize, irrespective of the value of the same, failing which the winners' prize shall be forfeited, or the prize shall be rolled over to the next eligible winner, at the sole discretion of the Organizer.  
  
\*A Radio Unlimited Pack Member earning prize in excess of INR 10,000 in a year in aggregate from all Contests / offers conducted by Hungama Digital Media Entertainment Pvt Ltd as one of the organizers irrespective of the operator or other organizers will be subject to tax as per the provisions of the Income Tax Act, 1961 and shall be solely borne by the winner before claiming the gratification.
12. Organizer and Vodafone India are not liable for any direct/indirect costs or expenses in relation to the Contest which are to be borne by the Radio Unlimited Pack Member personally, including without any limitation applicable taxes to be borne by the Radio Unlimited Pack Members eligible for the prize.
13. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizer and Vodafone India including, but not limited to, meeting of the Radio Unlimited Pack Member's requirements or aspirations, timeliness, security, the results or reliability of the Contest, 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 Contest or any transactions effected through the Contest; (b) The Radio Unlimited Pack Member expressly agrees that his/her participation in the Contest offered by the Organizer is at the Radio Unlimited Pack Member's 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 Contest shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone India.
14. 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).
15. The list of winners of the prizes shall be published on [www.vodafone.in](http://www.vodafone.in) ("Website") after the end of the Contest and/or after all winner selection processes have been completed. The Terms and Conditions for the Contest may also be available on the website defined above. The Terms and



Conditions of the Contest can be amended or varied from time to time or withdrawn and therefore, please visit the Website regularly to keep yourself updated and informed.

16. This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of a similar nature.
17. If, in any State and/or territory or part thereof, the running of this Contest is prohibited as per local rules or laws, the Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Contest. No further notice shall be given by the Organizer or Vodafone India, in this regard.
18. This Contest 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 Vodafone India and/or Hungama ("**Force Majeure Event**"). Neither Hungama nor Vodafone India shall be liable for any delay or adverse effect caused to Radio Unlimited Pack or this Contest as a result of a Force Majeure Event. Hungama and/ or Vodafone India shall intimate the suspension of Radio Unlimited Pack or the Contest caused as a result of such Force Majeure Event to the Radio Unlimited Pack Members on the numbers registered with Vodafone by SMS for three consecutive days, post that neither Vodafone nor Organiser is liable for giving any further SMS in this regard to the Radio Unlimited Pack Members.
19. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
20. This Contest 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.
21. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Radio Unlimited Pack, so far as the same impact the terms and conditions of subscription to Radio Unlimited Pack as are specifically provided on the Website, the terms and conditions of the Radio Unlimited Pack shall prevail. In the event of any such discrepancies impacting the Terms and Conditions of this Contest, only these Terms and Conditions shall prevail and override the terms and conditions of the Radio Unlimited Pack.
22. By entering the Contest, 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 of Your score and such other updates of the current Contest, promotional updates on the Dream Diamond Contest and any such Contest/s as may be active for participation during the Contest Period. Also, the participants may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming Contest/s for 20 days from the date of commencement of such upcoming contest/Contest.
23. Neither Vodafone India nor Hungama shall be responsible for any claims arising out of technical failures before, during or after the completion of the Contest including but not limited to any action that has been initiated or completed through the Radio Unlimited Pack Members' mobile phone, failure of servers or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, Vodafone India and /or Hungama shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Hungama or Vodafone India.





- 24.** Organizer and Vodafone India reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest 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, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Radio Unlimited Pack Members from the time of its posting on the Website. You are therefore advised to check this 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 Radio Unlimited Pack and any other services offered on and/or through Radio Unlimited Pack. Your continued subscription to Radio Unlimited Pack and/ or participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.
- 25.** Any Radio Unlimited Pack Member providing any incorrect information, concealing or withholding any information from the Organiser with an intent to participate and/or win the Contest 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 the Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Radio Unlimited Pack Member, shall entitle the Organiser to disqualify him/her without any further intimation.
- 26.** The Radio Unlimited Pack Members shall indemnify and keep indemnified Vodafone India and Hungama 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 Hungama or Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Radio Unlimited Pack Members under the Terms and Conditions, any failure by the Radio Unlimited Pack Member participating in the Contest to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and Hungama shall have the right to defend themselves, pursuant to this Clause, at the cost of the Radio Unlimited Pack Member. The Organizer, Vodafone India 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, whether in connection with the Radio Unlimited Pack Members or the Contest.
- 27.** The employees, agents, associates, distributors, dealers of the Organizer or Vodafone India shall not be eligible to win any of the prizes offered in the Contest.
- 28.** Vodafone India and Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the Radio Unlimited Pack Members.
- 29.** The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Radio Unlimited Pack Member who tampers with or who in any way abuses the process or Terms and Conditions of the Contest. Failure by the Organizer or Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 30.** Any attempt by a Radio Unlimited Pack Member to deliberately undermine the legitimate operation of the Contest is a violation of laws and should such an attempt be made, the Organizer and/or Vodafone



India reserve the right to seek damages from any such Radio Unlimited Pack Member to the fullest extent permitted by law.

- 31.** Failure by the Organiser to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of the Organizer shall at all times be binding and final.
- 32.** Organizer and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Radio Unlimited Pack Members.
- 33.** This Contest is being made purely on a “best endeavour” basis and participation of eligible Radio Unlimited Pack Members is voluntary, and subject to acceptance of these Terms and Conditions.
- 34.** Organizer, Vodafone India and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Radio Unlimited Pack Member in respect of the Contest.
- 35.** You, the Radio Unlimited Pack Member, 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 Contest shall remain, at all times, owned by Hungama, Vodafone India or its 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 or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 36.** Nothing in the Contest shall affect any intellectual property rights of the Organizer or Vodafone India or any of their affiliates in any product or service made available on the Website.
- 37.** Apart from the entitlement to the aforementioned prize, the winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone India and/or Hungama, unless otherwise expressly provided hereunder.
- 38.** By participating in the Contest, the Radio Unlimited Pack Members consent to the following information relating to them to be exchanged between Vodafone India, Hungama and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer may deem fit, for the purpose of winner announcement: name, mobile phone number and/or photograph.
- 39.** The Radio Unlimited Pack Members hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Contest in respect of the Radio Unlimited Pack Members (including Radio Unlimited Pack Member name and photograph etc.) shall be used by Vodafone India and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India’s brand.
- 40.** The winner’s names will be announced as registered in the system of Vodafone India.
- 41.** The winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an active Subscriber of Vodafone India on the date of claiming the prize/s.





**42.** These Terms and Conditions are subject to Indian laws. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone, whose decision shall be final and binding on the parties. The place of Arbitration shall be at Bangalore.