

## **TERMS AND CONDITIONS –NEW YEAR BONANZA COMPETITION**

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**NEW YEAR BONANZA COMPETITION**”. BY PROCEEDING WITH PLAYING THE **NEW YEAR BONANZA COMPETITION**, 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 **NEW YEAR BONANZA COMPETITION**.

### **Terms and Conditions**

- 1. “New Year Bonanza Competition”**(hereinafter referred to as the “**Competition**”) is conceptualized, organized and hosted by One97 Communications Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at First Floor Devika Tower, Nehru Place, New Delhi-110019 and its principal place of business at B-121, Sector-5, Noida-201 301, India (“**One97**” or “**Organizer**”) and is open for participation for active<sup>1</sup> pre-paid and post-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 Competition Pack (hereinafter referred to as “**Competition Pack**”) during the period from **22<sup>nd</sup> Jan 2016, 00:00:01 hrs till 20<sup>th</sup> Apr 2016, 23:59:59 hrs**, both days inclusive (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit.
- 2.** The Competition 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)**”) as mentioned in below table and who have successfully subscribed to the Competition Pack (hereinafter referred to as “**Competition Pack Member(s)**”) by following the subscription process mentioned hereunder.

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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 competitions under the Competition 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.

3. Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by the Organizer or Vodafone India, in this regard.

S. No.	Circle	Region
1	DELHI	North
2	HARYANA	North
3	UTTAR PRADESH EAST	North
4	UTTAR PRADESH WEST	North
5	PUNJAB, HIMACHAL PRADESH & JAMMU & KASHMIR	North
6	ORISSA	East
7	WEST BENGAL	East
8	ASSAM & NORTH EAST	East
9	BIHAR	East
10	KOLKATA	East
11	RAJASTHAN	West
12	MADHYA PRADESH	West
13	MUMBAI	West
14	MAHARASTRA	West
15	GUJARAT	West
16	CHENNAI & TAMIL NADU	South
17	KARNATAKA	South
18	KERALA	South
19	ANDHRA PRADESH	South

#### 4. *Eligibility*

This Competition is open for subscription for all Subscribers 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 Competition Pack Member;
- Subscriber must belong to any one of the Circles mentioned herein;
- Subscriber must be an active Subscriber;
- For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Rs.2 per day, during the Competition Period to be eligible to participate in the Competition for that day;
- Subscriber must not have been subject of any criminal proceeding;
- 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 Competition Pack Member and the terms and conditions of the Competition Pack shall be deemed to be incorporated herein.

Also, by participating in this Competition, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and One97 and You are acting voluntarily, using Your own time and resources to participate in this Competition, 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 Competition, 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 Competition Pack.

The Competition will be known by and be made available in the below mentioned languages: English, Malayalam, Telugu, Kannada, Tamil, Hindi, Gujarati, Marathi, Punjabi and Bengali, Oriya, Assamese on IVR

- *A Competition Pack Member, by subscribing to the Competition Pack and/or participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the Winners (defined below) under this Competition as set out herein, and any appropriate changes that may be made to this Competition by the Organizer or Vodafone India 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, its affiliates and associates or for any reason whatsoever.*
- *Subscribers who are roaming outside their home Circle will be barred from subscribing to the Competition Pack and from playing the Competition.*
  - *Further, the Competition Pack Members who participate in the Competition and are chosen as Winners of each category of prizes in accordance with the Winner selection process under the Terms and Conditions of the Competition 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 (“**Winner(s)**”). 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.*

## **5. Subscription Process to the Competition Pack**

### **a. The active Subscribers may either call 545450 (toll Free)**

- Subscription to the Competition Pack is at Rs. 3 for 6 questions daily.
- As soon as a Subscriber sends a subscription request:
  - Through USSD ( \*545\*1# ) or SMS (ACT SONA to 199 ) , 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 Voice channel, a double subscription is required.
- Once the Subscriber has been successfully subscribed through any of the above mentioned methods in clause 4 (a), he/she will get an SMS on his/her number registered with Vodafone India informing him/her about the current or upcoming competitions, prizes to be won and that the current Competition can be played at just Rs. 3/- or Rs 2 or Re. 1/- per day, depending on the balance available on his/her number registered with Vodafone India.
- 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 Competition Pack Members will automatically be eligible to play and win prizes offered in all competitions launched as part of the Competition Pack, as will be detailed in the terms and conditions of that respective competition. The prizes offered under the competitions may vary from one competition to the next.

- All Competition Pack Members will be charged Rs. 3/- or Rs. 2/- or Re 1/- per day, depending on the balance available on his/her number registered with Vodafone India, on all competition days, irrespective of whether they participate in any competition or not, once they have successfully subscribed to the Competition Pack until the completion of the competition or until they unsubscribe from the Competition Pack, whichever is earlier, unless the pricing has been revised for a particular competition or for all further competitions, in which case the price revision will be communicated in advance.
- *If a Competition Pack Member wants to unsubscribe from this Competition Pack then it can be done by calling 545450 toll-free. Upon effective un-subscription, an SMS will be sent to the number of the Competition Pack Member registered with Vodafone India confirming the un-subscription from the Competition Pack.*
- *All Competition Pack Members will be sent regular SMS updates and details about the current and the upcoming competitions informing about the prizes and charges with the terms and conditions URL of the specific competition. The SMS will contain the method of unsubscribing from the Competition Pack, so that the Competition Pack Members are educated about the same.*
- *Competition Pack Members will not be charged any amount on non-competition days (after the end of one competition, and before the start of the next competition).*

**b.** A Subscriber can subscribe and unsubscribe to the Competition Pack multiple times- i.e. if he/she unsubscribe from the Competition Pack, he/she can subscribe again, at any time, if he/she wishes to do so during the validity of the Competition Pack. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again.

**c.** All Competition Pack Members will be sent an SMS on their numbers registered with Vodafone India before the launch of a competition, informing them about the upcoming competition.

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

## **6. Charging:**

- *All Competition Pack Members shall be allowed to play the Competition each day only after being charged successfully for each day.*
- *All Competition Pack Members on the first day of the Competition will be charged Rs. 3/- or Rs 2, Re. 1/-per day during the Competition Period, depending on the available balance on his/her number registered with Vodafone India, from 01:00:00 hours onwards (or from the day on which he/she becomes eligible to participate in the Competition), till the end of this Competition or till the day he/she unsubscribe from the Competition Pack, whichever happens first.*
- *All Subscribers who subscribe to the Competition Pack, after the Competition starts, will be charged, Rs. 3/- or Rs 2 or Re. 1/- per day, depending on the available balance on his/her number registered with Vodafone India, from that day till the end of the Competition or till he/she unsubscribe from the Competition Pack, irrespective of whether he/she plays the Competition or not.*
- *On subsequent days, the system will try to charge all Competition Pack Members Rs.3/-, Rs. 2/- or Re. 1/- per day, depending on the available balance on his/her number registered with Vodafone India at 01:00:00 hours, irrespective of successful charging or failure the previous day. This amount will not be refunded to Competition Pack Members under any circumstances.*

## **7. Competition on Voice**

- *Competition will be available on voice on the toll-free number 545450 for all Competition Pack Members.*
- *All Competition Pack Members of the Competition Pack can play the Competition each day, by calling the toll-free number545450, only after being charged for the day.*
- *Based on the amount charged, Competition Pack Members will be allowed to answer questions for each day:*
  - *Competition Pack Members who are charged Rs 3 will get to answer 6 questions;*
  - *Competition Pack Members who are charged Rs 2 will get to answer 4 questions; and*
  - *Competition Pack Members who are charged Re 1 will get to answer 2 questions.*
- *The questions under this Competition shall be based on information available to the public at large.*
- *The Competition consists of a total of (max 6 per day) questions, with 2 answer options each.*
- *For every right answer the Competition Pack Member will get 10 point. There is no negative marking for a wrong answer.*

- *After every right or wrong answer, the Competition Pack Member will be played an appropriate prompt and will be given his/her updated score followed by the next question and answer options. If a Competition Pack Member stops playing the Competition after answering the nth question then when he/she calls back on the toll-free number 545450 on the same day, he/she will be played the (n+1)th question.*
- *If the Competition Pack Member stops playing further questions, then he/she can continue playing by calling back on 545450, on the same day, to receive the next question.*
- *Irrespective of whether or not the Competition Pack Member has answered all the questions on a particular day, when he/she calls on the next day, he/she will be played the first question of that day.*
- *The points scored by the Competition Pack Members in a day will get carried over to the next day.*
- *The Competition Pack Member will be played the questions one after the other till he/she finishes answering all the questions for that day.*
- *There will be a black-out time for the Competition every day between 11:55 PM and 1:00 AM of the next day.*
- *If a Competition Pack Member wishes to unsubscribe from the Competition Pack that may be done by calling the toll-free number 545450. Upon effective un-subscription an SMS will be sent to the number of the Competition Pack Member registered with Vodafone India confirming the un-subscription from the Competition Pack.*

**8. Selection of successful Winners – The selection process of the successful Winners for all the prizes in this Competition will be as follows:**

***Bumper Prize -: Mahindra XUV500 – Diesel W4***

*(Total 1 Bumper Prize - PAN INDIA LEVEL)*

*One Grand Prize Winner shall be selected from PAN INDIA on fulfilling the Winner selection criteria after completion of the Competition. There will be a total of 1 Grand Prize Winner in this Competition.*

***Second Prize -: Hyundai EON Dlite– Petrol***

*(Total 19 prizes - CIRCLE LEVEL (1 for each Circle))*

*One Winner shall be selected from each Circle as identified in point 2 above on fulfilling the Winner selection criteria, after completion of the Competition and Grand Prize Winner selection. There will be total 19 Second Prize (1 from each Circle) Winners in this Competition.*

***Third Prize -: Hero Splendor Plus Bike***

*(Total 19 Circle prizes i.e. 1 per Circle)*

*One Winner will be selected from each Circle as identified in point 2 above on fulfilling the Winner selection criteria after completion of the Competition and selection of Bumper & Second prize Winners. There will be total 19 Third Prize Winners (1 winner per Circle) in this Competition*

**Fourth Prize –:Digital Camera Nikon Cool Pix L29-** (Total 19 Circle prizes i.e. 1 per Circle)

*One Winner will be selected from each Circle as identified in point 2 above on fulfilling the Winner selection criteria after completion of the Competition and selection of Bumper , Second & third prize Winners. There will be total 19 Fourth Prize Winners (1 winner per Circle) in this Competition.*

**Recharges -: Rs. 200 & Rs. 100 worth of recharge daily per Circle:\***

*Two daily Winner will be selected who will win recharge of Rs 200 & Rs 100 based on fulfilling the Winner criteria, from each participating Circle, after the completion of Competition and declaration of Bumper , 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> prize winners. There will be total 3420 daily winners for the Term of the Competition.*

\*\* In case of increase in the value of any prize, the incremental difference shall be borne by the winner.

- Without prejudice to the foregoing, the Competition Pack Members shall not hold One97, the **Independent Auditor** (defined below) or Vodafone India liable for the Winner selection process under this Competition.
- The participant would be declared as winner by an Independent External Auditor appointed by the One97.
- Prize/rewards contained herein are applicable for the participants scoring points by playing the Competition.
- The selection of the Winner of the Competition, shall take place after completion of the Competition. Winner selection is done based on following criteria:
  - 1. Highest Score**
  - 2. Shortest Possible Time**
  - 3. In- case there is tie between participants- then tie breaker round will be conducted.**
- All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent External Auditor appointed by the Organizer and decision of Independent External Auditor shall be final and binding on the Subscribers.



- In case of a tie in the time taken, the participant's who have tied will be asked to answer a set of 5 tie breaker questions on IVR, the participant who answers the maximum questions correctly in the given time or in case both the participants answer equal number of questions the participant who answers the maximum questions correctly in the least time, will be selected as the Winner.
- Post selection of Winners the results will be uploaded on <http://one97.com/competition/SJ>. One97 shall also make 5 consecutive attempts to contact Winners over call to inform about the gratification and further process of claiming the gratification. The Winner will have to claim prize and submit the documents (required documents mentioned below) within 30 days when One97 uploads the results on website. It is the responsibility of participants to check the result link provided on daily basis post completion of Competition to know the Winners. And further it is the responsibility of Winners to claim their prize. The details required for claiming the prize shall be mentioned along with Competition Winner list.
- The prize will be rolled over to next eligible participant or forfeited, at the sole discretion of Organizer and Winner agrees to surrender the prize if:
  1. The Winner does not claim the prize or fail to submit all necessary documents within 30 days; or
  2. The Winner does not submit TDS (if applicable) amount within 20 days of receipt of information from One97.

Post completing documentation process Winner will be informed (through telecalling) regarding the modalities of the prize and distribution thereof. Delivery of prize will be subject to the Winners giving the correct address and his/her availability there. In the event the prize cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of One97, the Winners shall collect them from the nearest place specified by One97.

Note: If there is any delay in the verification of Grand / Circle winner due to certain reasons such as verification documents pending, TDS pending etc. then this will delay the declaration of final winner list.

- 9.** All prizes will be given after deducting various taxes, license fees and charges as applicable.
- 10.** All decisions of the Organizer in respect of all transactions under this Competition, including without limitation the selection of Winners as certified by the Independent External Auditor and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.

11. All prizes offered in this Competition are subject to availability. Organizer reserves the right to provide alternate models or brands of the same value, for any of the prizes prize/s under different categories mentioned in the T&C. Also, no request for any upgradation in the prize offered shall be entertained by the Organizer. Model or brand for alternate prize will be decided by One97 at its sole discretion, any choice of winner in respect to Model or brand will not be consider in any case.
12. This Competition may contain factual references to the names of certain companies, products and individuals. The Organizer and Vodafone India 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.
13. Any failure on the part of the Winner under this Competition 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 and which shall in the case of Grand Prize Winners, is limited up to 3 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“**PAN**”) of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Competition and the prize shall not be transferable and no request shall be entertained by the Organizer or Vodafone India 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.
14. The Competition Pack Members may send an email to [games@one97.net](mailto:games@one97.net) which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Competition Pack Member in writing to One97 directly and Vodafone India shall not entertain any communication in this regard.
15. Upon participating in the Competition, the Subscriber confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Competition and engagement calls / sms, promoting the new competition. Such interest & the subscription for the competition will be valid for all upcoming competitions done jointly by Organizer and Vodafone. The participant will be informed about the next competition to be launched after the end of a competition. They can at any given point of time deactivate from the competition.

**16.** *Organizer, Vodafone India and their respective affiliates shall be entitled to use, in any manner, the details of the Competition 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 Competition, all participants consent to the following information relating to them to be exchanged between Vodafone India, One97 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, score and/or photograph. The participants also hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Competition Pack Members to other Competition Pack Members unless expressly mentioned herein. The Competition Pack Members also consent to the information being shared by One97 with its affiliates and service providers and to the information being processed and stored in the servers of One97 or its service providers, inside or outside India.*

**17.** Prize(s) under this Competition shall not be transferable. Cash alternative for the prizes above maybe given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle a Competition Pack Member to the prize. No other person or agent can claim the prize on behalf of the Competition Pack Member unless otherwise expressly mentioned herein.

**18.** A Competition Pack Member shall be considered ineligible if he/she does not confirm to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in Clause 18 herein.

**19.** 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):

- i. Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc)
- ii. Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc)
- iii. One passport size photo
- iv. Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner)
- v. Post paid bill (for post paid user) (additional document)

- vi. DD equal to TDS amount in advance in favor of One97 Communications Ltd. (30% of prize amount if exceeding Rs 10,000 as per applicable Income tax rules)
- vii. Submission of acknowledgement letter (as per the format that shall be provided by Organizer) on receipt of the Prize(s)
- viii. PAN card copy self attached
- ix. For Bumper Winner- Affidavit that he / she (including spouse of winners and immediate/first blood relatives of winners) has not won any bumper / first / grand prize in previous competitions organized by One97 across operators.

\*(the document list is only inclusive and not exhaustive and can change as per the requirements of Law or Organizer)

Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizer or applicable laws.

**20.** 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 the Winners must furnish a valid Indian PAN Card 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 Competition Pack Member earning prize in excess of INR 10,000 in a year in aggregate from all competitions / offers conducted by One97 Communications Limited as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.

**21.** Organizer and Vodafone India are not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Competition Pack Member personally, including without any limitation applicable taxes to be borne by the Competition Pack Members eligible for the prize.

**22.** The Competition Pack Members shall not have the right to claim any damages, loss or costs from the Organizer and/or Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. Vodafone India and/or One97 are neither responsible nor guarantee the quality of the goods or services being offered as prize/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Competition Pack Members under this Competition. One97 and/or Vodafone are also not liable for any defect or deficiency in the prize(s) so offered or availed by the Competition Pack Members under this Competition.

- 23.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Competition Pack Members in connection with the Competition.
- 24.** One97 will inform the TDS amount in advance to Winner. Winner will have to submit the DD equivalent to TDS amount in favor of One97 Communications Limited. The Winner will receive a TDS certificate in respect of the amount of TDS as per arrangement in Income Tax Act 1961.
- 25.** 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 Competition Pack Member's requirements or aspirations, timeliness, security, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process due to technical snags including network failure or system error the results or reliability of the Competition, the delivery, quality, quantity, merchantability, or otherwise, the results or reliability of the Competition, 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 Competition or any transactions effected through the Competition; (b) The Competition Pack Member expressly agrees that his/her participation in the Competition offered by the Organizer is at the Competition 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 Competition shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone India.
- 26.** 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) and on production of all such documents/papers as may be required by the Organizer mentioned herein before accepting the delivery of the prize. Any failure on the part of the Winners to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s) or the prize shall be rolled over to the next eligible participant, at the sole discretion of the Organizer.
- 27.** The prizes shall be handed over by the Organizer on receipt of all the documents, from the Winners, required to process the distribution of the prize.
- 28.** This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.

- 29.** This Competition 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 One97 ("**Force Majeure Event**"). Neither One97 nor Vodafone India shall be liable for any delay or adverse effect caused to Competition Pack or this Competition as a result of a Force Majeure Event. One97 and/ or Vodafone India shall intimate the suspension of Competition Pack or the Competition caused as a result of such Force Majeure Event to the Competition Pack Members.
- 30.** This Competition 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.
- 31.** In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Competition Pack, so far as the same impact the terms and conditions of subscription to Competition Pack as are specifically provided on the Website, the terms and conditions of the Competition Pack shall prevail. In the event of any such discrepancies impacting the Terms and Conditions of this Competition, only these Terms and Conditions shall prevail and override the terms and conditions of the Competition Pack.
- 32.** Questions and their answers are designed/ sourced by One97, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In the event of any discrepancy / dispute regarding the questions or answers, neither One97 nor Vodafone India nor any third party involved shall be liable towards any Competition Pack Member in any manner.
- 33.** Upon participating in the Competition, the Subscriber confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Competition and engagement calls / sms, promoting the new competition. Such interest & the subscription for the competition will be valid for all upcoming competitions done jointly by Organizer and Vodafone. The participant will be informed about the next competition to be launched after the end of a competition. They can at any given point of time deactivate from the competition.
- 34.** Neither Vodafone India nor One97 shall be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including

but not limited to any technical failures in the telephone lines, delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process, any action that has been initiated, actioned or completed through the Competition Pack Members mobile phone, failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, Vodafone India and /or One97 shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of One97 or Vodafone India.

- 35.** Organizer, Vodafone India nor 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 Competition Pack Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
- 36.** Organizer and Vodafone India reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Competition or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at their sole discretion at any time 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 Competition 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 Competition Pack and any other services offered on and/or through Competition Pack. Your continued subscription to Competition Pack and/ or participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.
- 37.** Any Competition Pack Member providing any incorrect information, concealing or withholding any information from the Organizer with an intent to participate and/or win the Competition 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 Competition Pack Member, shall entitle the Organizer to disqualify him/her without any further intimation.

- 38.** The Competition Pack Members shall indemnify and keep indemnified Vodafone India and One97 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 One97 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 Competition Pack Members under the Terms and Conditions, any failure by the Competition Pack Member participating in the Competition to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and One97 shall have the right to defend themselves, pursuant to this Clause, at the cost of the Competition 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 Competition Pack Members or the Competition.
- 39.** The employees of the Organizer and of their group companies, affiliate or associate companies and their relatives/ dependents shall not be eligible to participate in this challenge. If found otherwise, then organizer reserves the right to forfeit the prize.
- 40.** If an employee of Organizer leaves the organization when the competition is launched or leave during competition running period / before winner list announcement / after winner's list is announced, the participants will not be eligible to participate in the challenge.
- 41.** 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 Competition Pack Members.
- 42.** *The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Competition Pack Member who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by the Organizer 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.*



43. Any attempt by a Competition Pack Member to deliberately undermine the legitimate operation of the Competition 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 Competition Pack Member to the fullest extent permitted by law.
44. Failure by the Organizer 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.
45. Organizer and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Competition Pack Members.
46. This Competition is being made purely on a “best endeavor” basis and participation of eligible Competition Pack Members is voluntary, and subject to acceptance of these Terms and Conditions.
47. 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 Competition Pack Member in respect of the Competition.
48. A. Winners (including spouse of winners and immediate/first blood relatives of winners) of previous competitions organized by Organizer for Vodafone who have won a Bumper / First / Grand Prize shall not be eligible for the Bumper / First / Grand Prize under this competition –and winners agree to provide an undertaking to the effect that His/her spouse or immediate/first blood relatives of winners are not the winners of Bumper / First / Grand Prize of previous competitions organized by Organizer for Vodafone; **This restriction shall also apply to other people who share the same address with Winners of previous Competitions organized by Organizer for Vodafone who have won a Bumper / First / Grand Prize.**
- B. Winner, who is found to have made a false claim under sub clause (A) supra, does hereby agree to:
- (a) Allow Organizer to recover the Prize (referred in sub-clause (A) supra); and*  
*(b) Completely indemnify Organizer, including any cost thereof, if declaration made in sub clause (A) supra is found false or incorrect.*
49. If the same person having different MDN has been selected more than once, in such event he /she will be awarded only one Prize. A participant will be entitled to win only once during the entire Competition Period. If a participant is declared as

winner in more than one category/period then he/she shall be entitled to only one highest prize/reward amongst different prize/rewards across category/period. This restriction shall not apply to daily recharges.

- 50.** You, the Competition Pack Member, 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 Competition shall remain, at all times, owned by One97, 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, WAP Link or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 51.** Nothing in the Competition 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.
- 52.** Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone India and/or One97, unless otherwise expressly provided hereunder.
- 53.** *By participating in the Competition, the Competition Pack Members consent to the following information relating to them to be exchanged between Vodafone India, One97 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, score and/or photograph.*
- 54.** The Competition Pack Members hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Competition Pack Members (including Competition 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.
- 55.** The Winner's name will be announced as registered in the system of Vodafone India.

- 56.** 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.
- 57.** The provisions of this service, the Competition and any other promotional endeavour may not be used for any commercial purpose by any Competition Pack Member.
- 58.** Rule Violation: Based on all the above mentioned rules in the Terms and Conditions if any rule is violated due to any technical reason then no extra benefit will be granted to the participant.
- 59.** These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone and One97 mutually, whose decision shall be final and binding on the parties. The place of Arbitration shall be at New Delhi.
- 60.** Points obtained in this competition will be valid for this contest only & will not be carry forwarded for new competition .
- 61.** In event of the death of the winner, the prize if any may be awarded by Organisers to the legal heirs/successors of the deceased winner at sole desecration of the Organisers. Organisers shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors
- 62.** In the event, it is found or come to the knowledge of Organizer that participant and/or winner submitted inaccurate/misleading details/or information as requested by Organizer as per point no.19 above or in future course of action, Organizer reserve the right to forfeit the prize handed over to the highest scorer(s) and/or to be handed over to winner(s) and take the required legal action against them.
- 63.** The Organizer reserve the right to forfeit the prizes under the following circumstances:
- a) If documents as mentioned in clause 19 are not submitted within 30 days
  - b) If TDS (if applicable) not submitted within 20 days.
  - c) If documents provided are found to inaccurate/misleading.
  - d) If winner is unwilling to claim/accept the prize.
  - e) If the winner is not reachable over phone after trying 5 times and not responding to speed post within specified time.
  - f) If the winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number. Any failure on the part of the winner to

comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s) or roll the prize over to the next eligible winner, at their sole discretion.

**64.** In case of MNP i.e. participant is moving from one circle to another circle during the Competition Period while keeping his mobile number same, then he/she shall be considered as eligible for that prize(s) as under:

- Bumper prize – it will not be affected to due to the MNP.
- Second prize - Circle where he/she was residing at the end date of Competition and gratify the Winner in the Circle where he/she was residing at the time of awarding the prize
- Third prize - Circle where he/she was residing at the end date of Competition and gratify the Winner in the Circle where he/she was residing at the time of awarding the prize.
- Fourth prize – Circle where he/she was residing at the end date of Competition and gratify the Winner in the circle where he/she was residing at the time of awarding the prize.

Daily prize - Circle where he/she was residing at the start of the day.