

T&C

The "Offer" is open to all persons who are residents of India and above 18 years of age ("**Participant**"). To be eligible for the Offer, a Participant should be a subscriber of post-paid telecommunication services of Aircel. THESE TERMS AND CONDITIONS CONTAINED HEREIN GOVERN THE OFFER AND ARE IN ADDITION TO THE TERMS OF CUSTOMER ENROLLMENT FORM. PARTICIPANTS RECHARGING THE RECHARGE VOUCHER (as specified hereunder) OR MAKING ONLINE PAYMENT OF THEIR BILLS (as specified hereunder) SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS. THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

1. Aircel 30 Local A-A Mins Offer

This is a limited period Offer. The Offer would start from 6th Feb 2016 00:00:01 hrs till 29th Feb 2016 23:59:59 hrs. (hereinafter referred as "**Offer period**"). The existing subscriber(s) and the subscribers acquired during this Offer period for the telecommunication services of Aircel would be eligible for this Offer.

Method/mode of availing the Offer

- 2.1 In order to avail the offer, the Aircel's mobile subscriber has to pay bill online (on www.aircel.com or m.aircel.com or Aircel App) and not have paid the bill on any of the above mentioned platforms in the past 3 months
- 2.2 Upon the aforesaid payment being received by the subscriber being received by Aircel; the subscriber will get the 30 Local A-A mins on his next bill cycle
- 2.3 Participant(s) who breach the terms or the applicable laws, in any manner, shall be disqualified from the Offer and Aircel may take legal action against them
- 2.4 Subscriber will get the 30 Local A-A mins benefit within 30 Days

2. Dialer Tunes Offer:

Dialer Tunes campaign - "Dil De Ke Jeeto" will be open from 11th Feb- 29th Feb 2016 and is available subject to the following terms and conditions (herein after referred to as "Terms"). The subscribers/user agrees to abide by these Terms & conditions in entirety. If any subscriber/user does not agree to any of the Terms, such subscriber/user shall not be allowed to participate in contest. Organizer, reserve the right to modify the Terms at any time, without notice.

1. This contest is sponsored and organized by IMI mobile Limited & Real Networks in association with Music Partners/AIRCEL Limited for pre-paid as well as post-paid category of GSM subscribers across India.

2. The Contest shall be valid only AIRCEL Subscribers only who will fulfill the following criteria:

- o The participant must be above 18 years of age.
- o He/ she must be a citizen of India.
- o He/ she must not have any criminal record nor be of an unsound mind.

3. To participate: A subscriber/user will have to download maximum number of Dialer Tunes during the period/duration of the contest. Dialer Tunes can be downloaded through:

- o Dialing the IVR portal 56500
- o SMS, SMS Search
- o OBD
- o WEB
- o WAP

4. Prizes:

The following prizes will be given:

- a. Movie Tickets
- b. Casio Watch
- c. Gift Vouchers

5. Charges:

- o Subscription: Rs 35
- o Content: Rs 15
- o IVR: Toll Free
- o SMS 53000: Toll Free

6. No registration or participation or other fee is required to be paid for participating in the Contest.

7. This Offer is being made purely on a “best effort” basis and participation of eligible subscribers is voluntary.

8. The users will have to match the eligibility criteria to qualify and be eligible to be considered for winning a prize. For a user to be eligible to win a prize he/ she should have downloaded a minimum of DT's successfully. The actual winners will be the user's who download maximum DT's. Score/Points will be given to user

9. The Subscriber hereby further understands and agrees that IMImobile & Real Networks shall be solely responsible for inter-alia the selection of the winners and delivery of the prizes. IMImobile & Real Networks shall be solely liable for all/any representations/ warranties/ communications made to the Subscriber regarding the aforesaid.

10. The subscriber hereby understands and agrees that in case of a tie on downloads; the Subscriber downloading the maximum DT's in the least amount of time will be declared the winner. Still if the winner cannot be decided then IMImobile & Real Networks will randomly choose one of them and announce the final winner.

11. The Subscriber hereby understands and gives his/ her irrevocable consent for personal information relating to the Subscriber to be exchanged with IMImobile & Real Networks.

12. Neither AIRCEL nor IMI mobile, Real Networks, Music Labels will be responsible for any guarantee or quality of the goods/ services being offered as prizes. Neither of them is liable for any defect or deficiency of goods or services so obtained/availed, by the subscribers under this Offer.

13. The prize(s) under the Offer is neither assignable nor transferable under any circumstances.
14. The prize(s) to the winner shall be given subject to compliance with all applicable statutory legislations/ processes /formalities in connection with the prize(s) and on production all such documents/papers as required by AIRCEL/ IMI mobile/Real Networks/Music Labels before accepting the delivery of the prize. Any failure on the part of the winner to comply with directions issued by AIRCEL/ IMI-mobile/Real Networks/Music Labels for claim of prize shall entitle AIRCEL/ IMI-mobile/Real Networks/Music Labels to forfeit the prize(s).
15. All incidental costs/taxes/levies related to the prize(s) shall be exclusively borne by the subscriber including but not limited to TDS, Gift tax (if any), Road Tax, Insurance and any other taxes applicable by the government Central, State or Municipal.
16. AIRCEL/IMI-mobile/Real Networks/Music Labels will inform the winners by calling them on their Mobile or Telephone Numbers. All prizes must be claimed by the winners, along with the documents specified herein below at the venue of the event. The documents required to be submitted along with the claim by the winner include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of Law):
 - o Identity Proof
 - o Address Proof
 - o Pan Card
 - o Letter of Compliance with rules and regulations etc
17. The employees of AIRCEL /IMImobile/Real Networks/Music Labels and their group companies, affiliate or associate companies shall not be eligible to participate in this Offer.
18. AIRCEL/ IMImobile/Real Networks/Music Label 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), to a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prize.
19. The prize(s) must be claimed within 30 days of receiving the intimation from Vendor failing which AIRCEL/ IMImobile/Real Networks/Music Labels reserves the right to forfeit the same.
20. The decision of AIRCEL/IMImobile/Real Networks/Music Label in respect of all transactions under this offer shall be final and binding.
21. AIRCEL, IMImobile & Real Networks/Music Label reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer or any part thereof including the eligibility criteria at its sole discretion at anytime during its validity as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and the same shall be binding on the Subscriber.
22. Selected Participants shall be informed individually by phone or SMS. However, there shall be no liability on IMImobile/Real Networks/Music Label in the event such communication does not reach such Participants on any account.
23. Mere participation in the Contest shall not entitle a Participant to the Prize. No other person or agent can claim the Prize on behalf of the Participant.

By availing these Offers, Participant warrant that he/she is availing the same voluntarily at his free will at his sole risk and responsibility.

Aircel shall reserve the right to use all data, material etc. received from participants as part of this Offer as it may deem fit. The Participants(s) will also be required to participate in promotional Activities/events organized by the Aircel, as and when required at the discretion of the Aircel.

Notwithstanding anything stated herein, Aircel reserves the right to stop the Offer at any time and/or change, modifies, withdraw, or extend the Offer without any prior notice and no correspondence in this regard shall be entertained. Therefore, Participants are advised to regularly check for any amendment(s) or update(s) of the terms and conditions at <http://www.aircel.com>.

No correspondence shall be entertained with regard to the Offer.

Aircel shall not be responsible for any loss or damage that occurs to any Participant or any of their designated nominee(s) due to participation into this Offer.

The Participants expressly agree and acknowledge that all information submitted by him/her, is true, current and complete.

The Offer shall be subject to the laws of India. All or any dispute arising hereof between Aircel and Participants shall be subject to the Courts having jurisdiction in Chennai.

AIRCEL or its directors / officers/ will in no way be responsible for circumstances beyond its control, which hinder the completion of the Offer. Aircel shall not be liable for any failure to perform any or all of its obligations hereunder is due to or attributable to acts, events, omissions or accidents beyond the reasonable control of the Aircel, including but not limited to act of God, fire, lockout, strike or other official labor dispute, union problem, riot or civil commotion, terrorism, satellite failure, failure of technical facilities not within the reasonable control of Aircel, act of public enemy, enactment, rule or order or act of government, such act or event being deemed an event of Force Majeure.

Aircel will in no event be liable for any damages - direct, indirect, special, incidental, or consequential arising out of the Offer or use of the product purchased through the Offer.

In the event of any discrepancy or inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to promotion these

terms and condition shall prevail.

If any provision (or any part thereof) of this Terms and Condition is held by a court/tribunal of competent jurisdiction to be illegal, invalid or unenforceable, that provision (in whole or part as the case may be) shall be severed and the remaining provisions shall remain in full force and effect.

The Offer is valid subject to the participant's compliance with all and any additional terms, conditions and/or formalities as required by the Aircel. In case of any failure on the part of the Participant to comply with any specified term, condition and/or formality, the Participant shall be disqualified from the Offer solely at the discretion of Aircel.

The terms and conditions stated herein are in addition to the Customer Enrollment Form shall not override the terms and conditions of the Customer Enrolment Form.

Any and all disputes shall be resolved by the parties at court situated at [Delhi] which shall have exclusive jurisdiction to try, entertain and decide the disputes between the Parties herein.