

TERMS AND CONDITIONS OF AIRTEL SCORE TO WIN QUIZ

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

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

1. Terms and Conditions:

This **QUIZ** is conceptualized, organized and conducted by OnMobile Global Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore-560100- India (hereinafter referred to as “**OnMobile**”). The **QUIZ** is valid and open for a limited period **30 MAY 2018 00:00:01 hrs** till **28 JULY 2018 23:59:59 hrs**, both day inclusive, for the active¹ pre-paid and post-paid category of Airtel User(s)² (“**User(s)**”) who have successfully subscribed (The “**Quiz**” “**Member(s)/ User(s)**”) (Airtel means Bharti Airtel Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi – 110 070, India (hereinafter referred to as “**Airtel**”) and who belong to the following Airtel telecom circles of DELHI, UTTAR-PRADESH-WEST, UTTAR-PRADESH-EAST, JAMMU & KASHMIR, PUNJAB, HARYANA, HIMACHAL PRADESH, ANDHRA-PRADESH (except Telangana), KERALA, KARNATAKA, MUMBAI, MAHARASTRA, GUJARAT, MADHYA-PRADESH, RAJASTHAN, KOLKATA & WEST BENGAL, ORISSA, BIHAR, NORTH EAST & ASSAM, TAMIL NADU and CHENNAI (“**Circle(s)**”).

ONMOBILE AND AIRTEL SHALL HEREINAFTER JOINTLY OR INDIVIDUALLY AS THE CONTEXT MAY REQUIRE BE REFERRED TO AS “**ORGANIZER(S)**”

¹ An active User shall mean the User who uses the User Identity Module (“**SIM**”) on a regular basis for purposes other than to participate in the Quiz or any other quiz offered by the Organizer and Airtel, jointly.

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

An User, by subscribing with Rs.5 is eligible to play in the **QUIZ**, hereby agrees to the Terms and Conditions mentioned below and gives User's irrevocable consent to the process of selecting the winning Users as set out herein, and any appropriate changes that may be made to this **QUIZ** by the Organizer or Airtel including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Airtel or OnMobile, its affiliates and associates or for any other reason.

For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who is an Active User and the terms and conditions of the QUIZ shall be deemed to be incorporated herein.

The **QUIZ** is available in English in <https://wineazy.com/airtel>

For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who is an Active User and who follows conditions of the QUIZ, shall be deemed to be incorporated herein.

Also, by participating in this Quiz, You:

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

These Terms and Conditions are available on the website at the following address: <http://airtel.contestzone.in> and <https://wineazy.com/airtel> ("**Website/Websites**"). The Terms and Conditions can be amended or varied from time to time (or withdrawn if there is a technical glitch or Server Problem), without any prior intimation to You and therefore, please visit the Website periodically to keep Yourself updated and informed.

By Participating in the Quiz, You indicate Your acknowledgement and acceptance of these Terms and Conditions.

2. Procedure and Eligibility to participate:

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

- User must be of at least 18 years of age;
- User must be a resident of India;
- User should not be a resident of state of Telangana state;
- User must be an existing/active Airtel User of any of the Circles mentioned herein;
- User must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- User must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.
- To participate, a Pre-paid user must have daily minimum balance of Rs.5/-.The QUIZ Members who participate in the **QUIZ** and will be chosen as winners under each category of gratification in accordance with the winner selection process detailed in these Terms and Conditions will be the registered Airtel User ("**Winner(s)**").
- Further, the user is registering his / her mobile number through OTP validation and User is filling his / her Name and Date of Birth in the Profile Form should match with his/her PAN Card. In case the details entered by the user does not match with the PAN Card copy provided by him/her would be disqualified. If the Winner is not able to provide sufficient evidence, the Organizer reserves the right to award the gratification to the next eligible Winner or to forfeit the gratification, at its sole discretion.

3. **A. An Airtel User can Participate to the QUIZ by:**

The Quiz will be available on <https://wineazy.com/airtel>

- All users (Pre-paid and Post-paid) who subscribed the Quiz for Rs.5.

User can play total 5 questions per day from day 1 of the Quiz. Charges Rs.5 per day. On non-quiz days the Quiz Members will not be charged i.e., for the period between the end of one quiz and before the start of the next quiz.

- If a Member wants to unsubscribe from the QUIZ then it can be done by calling the toll-free number 155223 (toll-free) or by sending 'STOP' as an SMS to 155223 (free).

B. Charging

- **User will be charged Rs.5 per day to play in the Quiz. No charges will be applicable for Non-quiz days.**
- There will be no other charge to the User for Playing the QUIZ.

C. Playing Rules:

- In the question page User can select the right answer from the given answer options and tap on 'SUBMIT'. Once User taps on 'SUBMIT' User is given the next question (with a limit of up to 5 questions for each Quiz day). Each User will be able to view his/ her displayed score based on the number of right answers selected. User can thus finish

answering 5 questions per day of the contest at a single stretch or anytime during that quiz day.

On the last day of the QUIZ, after User submits the answer for the 5th (fifth) question, the User can see the Contest played page.

The QUIZ consists total 300 questions, with 3 answer options for each question. All questions are in Multiple-choice format and the answer to each must be selected from one of the 3 options only.

- The questions under the QUIZ are based on information available to the public at large.
- For every right answer, the Quiz Member will get 1 point. There is no negative marking for a wrong answer.
- The Quiz Member will be provided the questions one after the other till User finishes answering all the questions for that day.

4. Gratifications and Winner Selection process (Winner selection):

Daily Bumper Gratification

- 1 MSISDN across all circle groups*, with the minimum cumulative score of 5 points in the least amount of time on that day, will be selected as the winner of Bank Gift Card or Gold Card worth up to Rs.2000.
- The winning MSISDN will be removed from the list of eligible subscribers for the Daily 1st of that day.

Daily 1st Gratification

- 5 MSISDNs across circle-groups* with the score of 3 points on that day in the least amount of time, will be selected as the winners of Mobile Recharge worth up to Rs.200.

Daily-Assured Gratification

- First 20 MSISDNs daily across circle groups*, who attempts 1 question of the contest on that day in the least amount of time, will be selected as the winners of Mobile Recharge worth up to Rs.100.

In case of a tie in the selection of winners for any Daily gratifications in the Quiz, the Winner will be the MSISDN that has achieved the relevant score as detailed above, first in point of time, which shall be electronically recorded by an independent system of the Organizer.

The time taken for answering a question is calculated from the time OnMobile's system provides the question and answer options with image if applicable, till the answer input given by the User is received by the system. OnMobile or Telecom provider is not responsible for any delays or failures not limited to Network or system failures.

A Subscriber is eligible to win more than one Gratification during the period of the Quiz, which means that Subscriber can win more than one Gratification provided Subscriber meets the above said criteria of the respective Gratifications.

All charged subscribers will be able to answer all 5 questions every day.

**classification of Circle-groups and Zones for winner selection & gratification*

S.No.	Circle-Group	Zone	S.No.	Circle-Group	Zone
1	DELHI	NORTH	11	GUJARAT	WEST
2	UTTAR-PRADESH-WEST	NORTH	12	MADHYA-PRADESH	WEST
3	UTTAR-PRADESH-EAST	NORTH	13	RAJASTHAN	WEST
4	JAMMU & KASHMIR	NORTH	14	KOLKATA & WESTBENGAL	EAST
5	HARYANA & HIMACHAL PRADESH	NORTH	15	ORISSA	EAST
6	ANDHRA-PRADESH (excluding Telangana)	SOUTH	16	BIHAR	EAST
7	KERALA	SOUTH	17	NORTH EAST & ASSAM	EAST
8	KARNATAKA	SOUTH	18	PUNJAB	NORTH
9	MUMBAI	WEST	19	TAMIL NADU & CHENNNAI	SOUTH
10	MAHARASTRA	WEST			

NOTE: Airtel Users from Telangana are not allowed to participate in the contest.

NOTE: Automated Winner Selection Tool will be used in this competition/quiz.

5. The Winner Selection process will be conducted using an automated ISO certified Winner selection system.

6. The gratifications offered in this Quiz will be sponsored and distributed by the Organizer or by a designated third party.

This Quiz is being made purely on a “best effort” basis and participation of eligible Member is voluntary, and subject to the applicable Terms and Conditions.

7. The process of Winner selection for each category of gratification, in accordance with the Winner selection process detailed in this Quiz will be witnessed by an independent third party

auditor (“**Independent Auditor**”) who shall, after the selection of the Winners, certify such process.

8. After the selection and validation of the Winners of all the gratifications under the Quiz, the Winners of gratification other than Mobile Recharge will be contacted, by calling them for 3 consecutive days on the number of the user’s registered with Airtel, and will be given further details as to how, when and where they can collect their respective gratifications. In the event any of the Winners do not answer the calls of the Organizer, an SMS will be sent to the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective gratifications (“**Intimation**”). For the purpose of Intimation, the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-40096344 or 080-46156661. The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other numbers. The gratifications must be claimed by the Winners within 30 days from the date of Intimation to the Winners, failing which, the gratification(s) will be deemed to be forfeited by the Organizer under the respective categories of gratifications. The gratification/s offered under the Quiz may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Quiz. In the event no special event is being conducted by the Organizer, the Winners shall be requested to provide their address to which the gratifications may be sent by Organizer, failing which the gratification shall be forfeited. Delivery of gratifications will be subject to the Winners giving the correct address and User’s availability there. The Winners agree that there shall be no liability on Organizer in the event the Winners cannot be contacted for the aforesaid time periods stated in this clause, on any account for any reason whatsoever. In the event that any of the Winners cannot be reached through SMS or calls for a period of 3 days from the date of Intimation, or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the gratification at its sole discretion.

9. Without prejudice to the foregoing, any failure on the part of the Winners of the Quiz to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the gratification for the said Winner and the same gratification will be given to the next eligible Winner. All costs and expenses for collecting the gratification unless otherwise specified, shall be borne solely by the Winners under the Quiz and the gratification shall not be transferable and no request shall be entertained by the Organizer for such transfer. In the event the gratifications cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the place specified by

the Organizer. The Organizer and Airtel shall not be responsible for any delay on part of a third party including the courier agency, in delivering the gratification.

10. To be eligible to claim the gratification/s under the Quiz, the winning MSISDNs have to be active Users of Airtel during Winner announcement

11. This Quiz may contain factual references to the names of certain companies, products and individuals. The Organizer and Airtel make no representation of having a business relationship or tie-up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.

12. All gratifications offered in this Quiz are subject to availability. Organizer reserves the right to provide alternate models or brands, cash or issue a Bank Gift Card (defined below) for the value of the gratification won under the Quiz, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Card.

13. A Bank Gift Card acts as a pre-filled card, in which the Winner's gratification amount, less TDS if applicable, is available and is given to the Winners under any category of gratifications under the Quiz, at the sole discretion of the Organizer. This Bank Gift Card can be used and/or swiped as a credit or debit card in all outlets where debit or credit cards are accepted. The Bank Gift Card is valid for a minimum period of 6 (six) months from the date of issue to the Highest Scorer. The applicable terms and conditions for such Bank Gift Cards shall be the terms and conditions stipulated by the relevant bank.

14. Airtel and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as gratifications nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Members under this Quiz.

15. The gratification(s) under this Quiz are neither assignable nor transferable under any circumstances. Mere participation in the Quiz shall not entitle a Member to any gratification. No other person or agent can claim the gratification on behalf of the Winner, unless expressly mentioned herein.

16. The gratification(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the gratification(s).

17. Any Member providing any incorrect information, concealing or withholding any information from the Organizer with an intent to participate and/or win the Quiz will automatically be

disqualified from winning the different categories of gratifications. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Airtel number, domicile, payment of outstanding amount to Airtel or any other information provided by the Member, shall entitle the organizer to disqualify User without any further intimation.

18. All gratifications must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law)

- (a) Photocopy of PAN Card;
- (b) Address Proof.

19. All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), road tax, insurance and any other taxes applicable by the Central, State or Municipal government.

20. 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 Winner at the prevailing rate, unless expressly specified otherwise. Further, all Winners 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 Winner's gratification shall be forfeited, or the gratification shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer.

** A Winner earning gratification in excess of INR 10,000/- in a year in aggregate from all quizzes or offers conducted by OnMobile Global Limited as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.

21. The list of the Winners of the gratifications will be published on the Website- <http://airtel.contestzone.in/> and <https://wineazy.com/airtel> after the completion of the Quiz and after all the Winner selection processes are complete.

22. Content:

22.1 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 Quiz shall remain, at all times, owned by OnMobile, Airtel and/or their respective owners. All material and content contained in this Website is made available for Your personal and non-commercial use only. Any other use of the material or content on this Website, or any

information disseminated by SMS or any other means of communication is strictly prohibited.

22.2 Questions and their answers, designed or sourced by the Organizer, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. The facts are based on largely known facts and any exceptions are not considered. In case there is any discrepancy or dispute regarding the questions or answers, neither the Organizer nor any third party involved shall have any liability towards any Member.

23 Others:

23.1 By entering the Quiz, You confirm and agree to receive promotional messages and alerts including without limitation daily updates on the score from OnMobile and/or Airtel, as they may in their sole and absolute discretion decide.

23.2 By participating in the Quiz, Members consent to the following information relating to them to be exchanged between Airtel, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer/s may deem fit, for any legal purpose: name, mobile phone number, score and/or photograph. The Members also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.

23.3 Subject to any applicable law, all warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by OnMobile and Airtel including, but not limited to, (a) meeting of the Member's requirements or aspirations, timeliness, security, the results or reliability of the Quiz; (b) delay or failure in sending or receiving an SMS; (c) the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, gratifications, benefits or awards acquired or obtained through the Quiz or any transactions effected through the Quiz; (d) by way of and /or on account of this Quiz or for any loss or damage whatsoever that may be suffered; (e) for any personal loss or injury that may be suffered (including loss of life), by a Member and/or any third party, directly or indirectly, by use or non-use of the gratifications offered in this Quiz; and (f); any advice or information whether by representations, oral, written or pictorial derived from the Website or through the Quiz.

23.4 The employees and family members of Airtel, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Quiz.

23.5 This Quiz cannot be used in conjunction with any alternative offer or promotion which is of similar nature.

23.6 This Quiz is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any

circumstance beyond the reasonable control of Airtel and/or OnMobile (“**Force Majeure Event**”). Neither OnMobile nor Airtel shall be liable for any delay or adverse effect caused to or this Quiz as a result of a Force Majeure Event. OnMobile and/ or Airtel shall intimate the suspension of or the Quiz, caused as a result of such Force Majeure Event to the Members. Without limiting the generality of the foregoing, neither Airtel nor OnMobile shall be responsible for any claims arising out of technical failures before, during or after the completion of the Quiz including but not limited to any technical failures in the mobile connectivity, any action that has been initiated, actioned or completed through User’s mobile phones, delay in time recorded for answering a question through voice and SMS mode including during the tie-breaker process, failure of servers, failure or any defect in viewing, downloading, using or removing the Content or related URL from their devices, delay or failure in sending or receiving an SMS, the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation

- 23.7 The Terms and Conditions stated herein shall not override the terms and conditions of the User Enrolment Form.
- 23.8 This Quiz is subject to guidelines/ directions issued by the Department of Telecommunications (“**DoT**”), Telecom Regulatory Authority of India (“**TRAI**”) or any other statutory authority from time to time.
- 23.9 The decision of the Organizer in respect of all transactions under this Quiz including the process of Winner selection shall be final and binding and no requests shall be entertained in this regard for any reason whatsoever.
- 23.10 The Members and Winners hereby irrevocably authorize Airtel and its subsidiaries to use the data gathered during and/or after the Quiz in respect of the Member (including Members name, photograph, last 4 Digit of the contact number etc.) in any of its communications including marketing promotions and advertisements only with Airtel’s brand.
- 23.11 Apart from the entitlement to the above gratifications, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organizer, unless otherwise mentioned herein.
- 23.12 In the event of any discrepancy between these Terms and Conditions of the Website and Privacy Policy of the QUIZ. In the event of any such discrepancies impacting the Privacy Policy of this Quiz, only these Terms and Conditions shall prevail and override the Privacy Policy of the QUIZ.
- 23.13 Airtel and OnMobile reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Quiz or any part thereof including the eligibility criteria, the Terms and Conditions and gratifications at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond its control

and the same shall be binding on the QUIZ Members. The latest revised version of the Terms and Conditions shall be effective and binding on the QUIZ Members from the time of its posting on the Website. You are therefore advised to check the Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue the Participation to the QUIZ.

23.14 The Organizer and/or Airtel may use sub-contractors or 3rd party vendors or affiliates to execute certain tasks associated with this Quiz.

23.15 The Organizer and/or Airtel reserves the right, at any time, to unconditionally disqualify any QUIZ Member who tampers with or who in any way abuses the process or Terms and Conditions, without giving any prior intimation to the QUIZ Members. Failure by the Organizer or Airtel to enforce any of their rights at any stage does not constitute a waiver of those rights.

23.16 The QUIZ Members shall indemnify and keep indemnified Airtel and OnMobile and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which OnMobile or Airtel may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the QUIZ Members hereunder; any failure by the QUIZ Members to comply with applicable law, including without limitation attempting to undermine the legitimate operation of the Quiz; and/or misuse of any information of a third party. Airtel and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the QUIZ Members. The Organizer, Airtel or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any third party, in connection with the Quiz.

23.17 The Organizer and/or Airtel do not make any commitment, express or implied to respond to any feedback, suggestion, advice, service and/or queries of the QUIZ Members.

23.18 A Winner shall not be entitled to the gratification, in case User fails to clear all outstanding dues payable to Airtel and / or is not an active User of Airtel on the date of announcement of the gratification and as on the date of claiming the gratification.

23.19 The Winner's names will be announced as registered in the system of Airtel.

23.20 These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Bangalore.

23.21 The Winner's names will be announced as filled by the participants at <https://wineazy.com/airtel>. Participants who have not filled their profile information before winner selection is completed but their number has been chosen as the winning number, only the last four digits of the mobile number will be published. To claim any prize the winner must fill complete the profile form at <https://wineazy.com/airtel>

24 . Customer Support:

Members may contact OnMobile at 080-46156661 TOLL-NUMBER regarding any queries or complaints pertaining to the Quiz between 9.00 AM to 9.00 PM, on all working days except public holidays. Alternatively, Members may send an email to contest@onmobile.com which shall be answered on all working days, between Monday to Friday. All disputes must be addressed by the Members in writing to OnMobile, and Airtel shall neither be responsible nor shall entertain any communication in this regard.