

TERMS AND CONDITIONS of CHASE YOUR DREAM SEASON 13

PLEASE READ THESE TERMS & CONDITIONS (“T&C”) CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS CHALLENGE KNOWN AS CHASE YOUR DREAM SEASON 13. BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS **CHASE YOUR DREAM SEASON 13**, YOU HEREBY ACKNOWLEDGE AND ACCEPT THE CHALLENGE AND THEREBY AGREE ON IRREVOCABLE BASIS, TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS & CONDITIONS, PLEASE DO NOT PARTICIPATE IN THIS CHALLENGE.

Terms and Conditions:

The **CHASE YOUR DREAM SEASON 13** (hereinafter referred to as “**Challenge**”) is conceptualized, organized and conducted by OnMobile Global Limited having its registered office at Tower #1 94/1C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase1, Bengaluru, Karnataka 560100 (hereinafter referred to as Onmobile) in association with **Idea Cellular Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Suman Tower, Plot No. 18, Sector – 11, Gandhinagar – 382 011 and its corporate office at 10th Floor, Birla Centurion, Century Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400030 (hereinafter referred to as “**Idea**”).

Onmobile and Idea shall hereinafter be jointly or individually as the context may require be referred to as “**Organizer/s**”.

1. Eligibility Criteria to participate:

This Challenge is available only to the Active Subscribers¹ of Idea (prepaid and postpaid) and who fulfill the following criteria:

- Subscriber must be of or above 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must not be a resident of Telangana state;

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¹ Active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module (“SIM”) on a regular basis for purposes other than to participate in this Challenge or any other challenges offered by the Organizers.

Subscriber shall mean the rightful user of the Idea connection, in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the number / connection is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate and authorization of the employer duly permitting the employee to use the MSISDN for participation in the Challenge, receive the gratifications and accept the terms applicable for the Challenge.

- Subscriber must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind;
- 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
- Active Subscribers of Idea who fulfill the above eligibility criteria and participate in/register for the Challenge shall hereinafter be referred to as “Participant/s”. The employees of the Organizers and of their group companies, affiliates or associate companies shall not be eligible to participate in the Challenge.
- Roaming Participants cannot participate in the challenge outside home circle on IVR channel. Instead Participants can participate in the challenge on SMS channel while on roaming network. The points scored while roaming outside home circle on SMS channel will be considered for Winner selection.

By participating in this Challenge, You/ Participant:

- Warrant that You have read understood and agreed to conform to these Terms and Conditions.

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- Warrant the accuracy, truthfulness and currency of all information that You have submitted.
- You are acting voluntarily, using your own time and resources to participate in the Challenge solely at your own risk.

These Terms and Conditions are available on the website at the following address: www.ideacellular.com or on <http://idea.contestzone.in> (“Website”). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website periodically to keep yourself updated and informed.

2. Nature of Challenge Procedure and Gratification

The Challenge is available on IVR and SMS only. The Organizer at its sole discretion may send OBD to the Participants to continue with the Challenge.

The subscriber may register for the Challenge either by calling the toll-free number 55256 or sending SMS “DREAM” to 55256 or through USSD String *777# (except HP & J&K circles) & *777*98# for HP & J&K circles

All questions are in multiple choice format and the answer to each must be selected from one of the 2 options only. For every right answer, the Subscriber will get one [1] point. There is no negative marking for a wrong answer.

In IVR, the Participant will press “1” for option 1 or press “2” for option 2 on their phone keypad to answer each question of the Challenge. In SMS, the Participant have to reply “A” for option 1 or reply “B” for option 2.

The challenge consists of total 450 skill based questions. 5 questions per day. To start, post registration as above, Dial 55256 or send SMS “GOLD” to 55256

After every answer, the Participant will be given an appropriate response followed by the updated score and given the next question and answer options.

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The Participants may discontinue participating in the Challenge anytime by calling 155223 / Sending SMS “STOP” to 155223.

During the playing of the challenge if a Participant drops call/ stops replying on SMS, the same day the Participant will get the same unanswered question. Post which Participant will receive the nth question and (n+1)th question. If the Participant does not receive question for any reason, the same process as above has to be followed. If a Participant participates in the Challenge over all the channels (IVR/SMS/USSD), the Participant’s score will only be cumulative and not exclusive for each of the channels

Participant can subscribe and unsubscribe to the Challenge any number of times during the Challenge validity.

Below is the selection criteria *for all types of gratification:

i) Highest score

ii) Minimum time

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* Selection criteria to be applied in context of a type of gratification applicable for a day/month/week/specific period/entire Challenge period.

**Time calculation for IVR will start as soon as Subscriber hears “Beep” sound after the question is put to the Participant and will end as soon as the Participant answers that question by pressing relevant key option. Time calculation for SMS will start as soon as the question is put to the Subscriber and will end when the answer is

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received by the Organizer. However the Participants agree that an SMS sent by the

Participant may not be received by the Organizers instantly due to various factors outside the control of the Organizers such as network failure or system failure. The time for recording answer shall be the time at which the Organizer receives the SMS with answer and not the time at which the Participant sends SMS with answer.

In the selection of the Bumper, Circle Bumper, Weekly Bumper and Surprise Bumper Gratification, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer $x-1$, $x-2$ questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer $35-1=34$ questions will be considered. In case of a tie in this, then the time taken to answer $34-1=33$ questions, and so on will be Considered. In case of a tie in the selection of Daily Bumper Gratification and Daily 1st Gratification the Highest Scorers will be selected which MSISDN has achieved the score 1st in point of time. In case of a further tie, all eligible MSISDNs will be gratified. The Participants who fulfill the selection criteria mentioned herein will be declared as “Highest Scorer/s” of that gratification type.

In the selection of the Highest Scorers of all the gratifications except Bumper, Circle Bumper Gratification and Surprise Bumper Gratification the score considered for selection will NOT include the scores accumulated by users by answering missed questions if any and will only consider the respective question of each particular day.

Scores of users who are charged later for the earlier days will NOT be consider for all the gratifications except Bumper Gratification, Circle Bumper Gratification and Surprise Bumper Gratification.

For all the gratifications, the points scored by an MSISDN from the questions that the MSISDN is entitled to answer in a day, based on that day’s charged value will only be considered for selection.

The process of Highest Scorer selection for each category of gratification will be witnessed by an independent third party auditor appointed by the Organizer (“Independent Auditor”) who shall after selection of Highest Scorers will certify such process.

Nature/Type of Gratification	Total no of Highest Scorers	Gratification	Value
Bumper Gratification (1 MSISDN across circle groups*, with highest score, <u>in the least amount of time during the Challenge</u>)	1	GOLD CARD	INR 1,000,000.
Circle Bumper Gratification (1 MSISDN per circle group*, with the highest score, in the least amount of time during the Challenge)	1*15	Honda Cliq	INR 50,000
Week Bumper Gratification (1 MSISDN across all circle group*, with the minimum cumulative score of 10 points, during that week, <u>in the least amount of time</u>).	1*12	LED TV	INR25,000
SURPRISE BUMPER GRATIFICATION (1 MSISDN across circle groups*, with minimum cumulative score of 2 points, <u>in the least amount of time during the Challenge</u>).	1	BANK GIFT CARD	INR 100,000
Daily Bumper (1 MSISDN across all circle groups* with the minimum cumulative score of 5 points, in the least amount of time on that day)	1*90	GOLD CARD	INR 10,000
Daily First Gratification (5 MSISDNs per circle Group*, with minimum score of 3 points in the least amount of time, on that day)	5*90*15	Mobile Recharge	INR 100
Daily Early Bird Gratification (<u>Daily first 100 MSISDNs per circle groups*, who scores 1 point during the challenge</u>)	100*90*15	Recharge	INR 10

The time taken for answering a question on “Voice” mode, is calculated from the time OnMobile’s system plays ‘beep’ (after question) till the answer DTMF input received by system. On SMS channel time taken is calculated from the time system pushes the question till the answer input received by system.

Note: Highest Scorers (including spouse of Highest Scorers and immediate/first blood relatives of

Highest Scorers) of previous 3 challenges organized by OnMobile for Idea Cellular who have got a

Bumper Gratification shall not be eligible for the Bumper Gratification GOLD CARD worth up to Rs.1,000,000 under this Challenge. This condition is applicable only for the Bumper Gratification.

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The Highest Scorer of any type of Bumper Gratification, Circle Bumper Gratification and Surprise Bumper Gratification having different MSISDN’s will not be eligible for more than 1 type of Bumper gratification under this Challenge. If a Participant is declared as Highest Scorer for more than 1 type of Bumper gratification, such Participant will be eligible only for the highest Bumper gratification.

On non-challenge days the Chase Your Dream Participant will not be charged (from the time after the end of the running challenge, till the start of the next challenge).

Participant will be automatically entitled to play the next challenge.

One MSISDN can get Weekly Bumper, Daily Bumper, Daily 1st and Daily Early Bird Gratification only once in the Challenge.

The Participant also can answer questions of the Future Days of the challenge; post answering Present, and Missed Questions of the past days. Charging for the played Future days’ Questions will happen on those specific Future days. Score of these future days’ questions will be considered for gratification selection, only if the participant is charged on those respective future days.

(E.g. Participant subscribes to the 90 days challenge on Day 10. In this case, Participant will be presented questions of Day 10, followed by questions of Day1 to Day 9, which were missed by the Participant earlier. Post answering all these questions (i.e. Day 1 to Day10) Participant can answer future days’ questions from Day 11 to Day 90. Score of these future questions for Day 11 to Day 90 will be considered for gratification selection only if the Participant is charged on those specific days i.e. Day 11, Day 12,...till Day 90.)

Weekly Schedule***

Weekly Schedule for Gratification		
Week	From	To
1	30-Jun	12-Jul
2	13-Jul	19-Jul
3	20-Jul	26-Jul
4	27-Jul	2-Aug
5	3-Aug	9-Aug
6	10-Aug	16-Aug
7	17-Aug	23-Aug
8	24-Aug	30-Aug
9	31-Aug	6-Sep
10	7-Sep	13-Sep
11	14-Sep	20-Sep
12	21-Sep	27-Sep

3. Challenge Period And Telecom circles

The Challenge is open for a limited period from **30th June 2018 , 00:00:01** hours to **27th September 2018 23:59:59** hours, both days inclusive in the following telecom circles (“Circle(s)”):

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Sr. no.	Circle-Group/Circle
1	ANDHRA PRADESH (excluding Telangana)
2	ASSAM + NORTH EAST +ORISSA +KOLKATA & WEST BENGAL
3	BIHAR
4	DELHI & HARYANA
5	GUJARAT
6	HIMACHAL PRADESH, PUNJAB & JAMMU and KASHMIR
7	KARNATAKA
8	KERALA
9	MAHARASHTRA
10	MADHYA PRADESH
11	MUMBAI
12	RAJASTHAN
13	UTTAR PRADESH EAST
14	UTTAR PRADESH WEST
15	TAMIL NADU & CHENNAI

Note: Notwithstanding the foregoing, if the operation of or participation in the Challenge is prohibited in any State and/or territory or part thereof as per applicable law, the Participant from such State and/or Public territory or part thereof shall not be eligible to subscribe to or participate in the Challenge or shall not be qualified for receiving any gratification. Idea or OnMobile shall give no further notice in this regard.

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4. Applicable Charges

IVR	INR 5/ Day
SMS	INR 5/ Day
USSD	INR 5/ Day

***Fallback charging applicable:**

Participants who are charged Rs 5 will get to answer 5 questions.

Participants who are charged Rs 4 will get to answer 4 questions.

Participants who are charged Rs 3 will get to answer 3 questions.

Participants who are charged Re 2 will get to answer 2 questions.

Participants who are charged Re 1 will get to answer 1 question.

*The charged amount will not be refunded to Participant under any circumstances.

* No subscription charges - ₹ 0 for 90 days.

* In case of zero balance: Participant can play the Challenge for next 5 days without being charged, but the scored points will only be considered after the participant will get successfully charged.

* In case of insufficient balance – Remaining missed questions of that day can be carried forward to any subsequent day after recharge.

* Participant can answer the questions of any missed days of the Challenge after paying charges for the missed questions. Missed days of Challenge mean such days of the Challenge when a Participant could not continue with the Challenge for any reason whatsoever.

The aforesaid charges paid by the Participant are towards the service and no additional charge is collected from the Participant for participating in the Challenge.

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5. The gratifications offered in this Challenge are sponsored and distributed by Onmobile .Idea is only providing information and data in relation to the Active Subscribers to facilitate the Challenge.

6. The Highest Scorers will be contacted/communicated through call/SMS/email for 3 days from the announcement of Challenge results. The Challenge results will be announced within 60days. However in case of any daily /weekly gratification, the communication about the Highest Scorers and the disbursement thereof will be done within 15 working days of the relevant day/relevant week. Failure on the part of Highest Scorers to acknowledge the email/SMS/call as stated herein above or to redeem the gratification at the time of delivery or to accept the gratification will entitle the Organizer to forfeit the gratification at its sole discretion or disqualify the Highest Scorer and replace the participant with another eligible Participant. If it is noticed that any of the Participant who is selected as the Highest Scorer of the Challenge, is an existing employee of the Organizers or of their group companies/ affiliates/associate companies, then Organizer will forfeit the gratification of such Highest Scorer and will gratify the next eligible Highest Scorer. The names of Highest Scorer will be announced as registered in the system of Idea. The list of the Highest Scorer of the gratification will also be published on the Website.

7. Any gratification of value in excess of INR 10,000/- in a year will attract deduction of tax at source and all taxes on the gratification/s shall be paid by the Highest Scorer at the prevailing rate. All gratification will be given after deducting various taxes, license fees and charges as applicable. All incidental costs (*i.e. costs for collecting gratification including but not limited to travel from Highest Scorer's place of residence to venue, lodging, boarding, food, local transport etc in case of meet & greet event as gratification or insurances, transfer fees, registration fees, all the expenses over ex-showroom price etc in case of vehicle/car offered as gratification*) /taxes/levies related to the gratification(s), if any, shall be exclusively borne by the Highest Scorers including but not limited to TDS, Gift tax (if any), road tax, Insurance as may be applicable and any other taxes levied by the Central, State or Municipal government. The Gratification amount shall be given by way of cheque in the name of the dealer from whom the Gratification will be purchased.

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8. The Organizers may use sub-contractors or third party vendors to execute certain tasks associated with this Challenge, without your consent.

9. The Organizers shall not be responsible for any delay on part of a third party including the courier agency in delivering the gratification.

10. DND subscribers will not be sent any engagement SMS/engagement OBD as DND subscribers themselves have to discover about the Challenge. By entering the Challenge, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive alerts including without limitation any updates regarding the present Challenge.

11. By participating in the Challenge, Participants consent to the following information relating to them to be exchanged between Idea, Onmobile and their concerned vendors and/or published or otherwise communicated to in any media as Organizers may deem fit, for the purpose of announcement of Highest Scorers: name, mobile number, score and/or photograph. Organizer may, at their discretion, choose not to disclose the identity of the selected Highest Scorers to other Participants unless expressly mentioned herein. The Participants 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 within India only.

12. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in the Website and all material or content related to the Challenge shall at all times be owned by the Organizers and/or their respective owners. All material and content on the Website is made available for your personal and non-commercial use only. Any other use of the material/ content available on the Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

13. The e-commerce vouchers/ gift cards have to be redeemed as per the terms & conditions stipulated therein.

No requests for reissue or replacement will be entertained for stolen/lost/misplaced/damaged/expired vouchers/ gift cards.

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In case of gratification in the kind of gold card worth up to Rs. 50000/- , the same shall be subject to deduction of applicable taxes from time to time. Such gold cards shall be issued by a scheduled bank in India.

14. The Organizers make no representation of having a business relationship or tie up with any such companies, individuals or any other organization whose products are offered as gratifications in the Challenge. All trade names shall continue to remain owned by their respective owners.

15. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organizers including, but not limited to, meeting of the Participant's requirements or aspirations with respect to Challenge, timeliness, security, delivery, quality, merchantability or fitness of telecom/internet services, non-disruption or error free operation of telecom/ internet services , delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods/services/merchandise/benefits/ awards offered through the Challenge; and (b) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Challenge shall be construed to mean the giving of any warranty of any kind by the Organizers.

16. The documents required to be submitted by the Highest Scorer include the following:

- Identity Proof;
- Photocopy of PAN card; Address Proof.
- Affidavit only in case of Bumper Highest Scorer – that the Highest Scorer (including spouse of Highest Scorer and immediate/first blood relatives of the Highest Scorer) has not got any Bumper in last 3 challenges organized by OnMobile for the subscriber of Idea Cellur Limited. The content for such Affidavit shall be provided by OnMobile. Affidavit should be submitted by the Highest scorer to OnMobile at Subscriber's own cost within 10 days from the date of intimation, failing which

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Organizers reserves the right to award Bumper Gratifications to the next eligible Highest Scorer.

- Authorization letter or NOC - In case MSISDN is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate and authorization letter of the employer. Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.

17. The gratification(s) under this Challenge are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. No other person or agent can claim the gratification on behalf of the Highest Scorer, unless otherwise expressly mentioned herein. Further in case of death of the Higher Scorer after being selected as a Higher Scorer, the gratification can be claimed by the legal heir of the deceased MSISDN provided, such legal heir shall produce the death certificate and legal heir certificate within 15 days of such intimation by the Organizers. Apart from the entitlement to the above gratification(s), the Highest Scorer or Participant's legal heirs/successors/representative will have no other rights or claims against the Organizers.

18. The *Meet And Greet* event is subject to the availability of celebrity. The Organizer as per the availability of the celebrity may reschedule the *Meet And Greet* event or at their sole discretion reserve the right to substitute gratification(s) of equal or greater value at any time. However under no circumstance shall the Highest Scorer of the Challenge be entitled to redeem any category of gratification for cash.

19. To claim gratification/s under the Challenge, the MSISDNs/ Participants chosen as the Highest Scorers shall be required to be Active Subscribers of Idea. The Highest Scorers shall not be entitled to the gratification in case the Participant fails to clear all outstanding dues payable to Idea.

20. Any Participant providing any incorrect information or concealing/withholding any information from the Organizers with an intent to participate and/or be chosen as the Highest Scorer of the Challenge will automatically be disqualified from participating in it and being chosen as the Highest Scorer. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Idea number, domicile, payment of outstanding amount to Idea or any other information provided by the Participant, shall entitle the Organizers to disqualify the Participant without any further intimation.
21. Apart from the entitlement to the above gratifications, the Highest Scorers or their legal heirs, successors and representative will have no other rights or claims against the Organizers.
22. You shall indemnify and keep indemnified the Organizers and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which the Organizers may incur, pay or become responsible/liable for as a result of your breach or alleged breach of the representations or obligations under the Terms and Conditions hereunder, your failure to comply with applicable law and any third party claim in respect of misuse of any information of a third party.
23. The Organizers and/or their respective affiliates, directors, officers, employees, agents shall not be held responsible and liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, that may be incurred or for any personal loss or injury that may be suffered (including loss of life), by a Participant and/or Highest Scorer and/or any third party, directly or indirectly, by reason of Challenge or the Challenge gratification(s).

The Organizers shall not be responsible for any claims arising out of any failure(s) which is beyond their reasonable control. Without limiting the generality of the foregoing, the

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Organizers shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Challenge, delay in time recorded or taken for answering a question during the tiebreaker process, any action that has been initiated, actioned or completed through Participant's mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.

24. You hereby agree and undertake not to hold the Organizers and/or any of their group entities or affiliates, their respective officers, employees, agents responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Challenge.
25. The gratification shall be handed over by Onmobile on receipt of all the documents from the Highest Scorer required to process the distribution of the gratification.
26. This Challenge including the gratification thereof cannot be used in conjunction with any alternative offer or promotion of a similar nature.
27. *This Challenge is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of the Organizers (“**Force Majeure Event**”). The Organizers shall not be liable for any delay or adverse effect caused to Challenge as a result of a Force Majeure Event. The Organizers shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Participants within reasonable time.*
28. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.

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29. This Challenge is subject to guidelines/ directions issued by the Department of Telecommunications (“DoT”), Telecom Regulatory Authority of India (“TRAI”) or any other statutory authority from time to time.
30. The decision of the Organizers in respect of all transactions under this Challenge including without limitation the selection of the Highest Scorers shall be final and binding. Participant hereby undertakes sole responsibility to check the result link post completion of the Challenge to know the Highest Scorer and to claim the gratification, if any. Post announcement of the Challenge results, if Organizer finds that the declared Highest Scorers are wrong, then Organizer reserves the right to declare the correct Highest Scorers and cancel the gratification of Highest Scorer declared earlier.
31. Questions and their answers, designed/sourced by the Organizers, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, neither the Organizers nor any third party involved shall have any liability towards any Participant.
32. The Organizers reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge or any part thereof including the eligibility criteria, the Terms and Conditions and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Participants. The latest revised version of the Terms and Conditions shall be effective and binding on the Participant from the time of its posting on the Website. You are therefore advised to check the Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Challenge.

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33. The Organizers reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms and Conditions of the Challenge, without giving any prior intimation to such Participant. Failure by the Organizers to enforce any of their rights at any stage does not constitute a waiver of those rights.
34. Any attempt by a Participant to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the Organizers reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
35. The Challenge and these Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the courts in Mumbai, India.
36. The Participants may contact Onmobile at 080- 46156661 (toll-number) regarding any queries/complaints pertaining to the Challenge between 9.00 AM to 9.00 PM, on all working days except public holidays. Alternatively, Participants may send an email to contest@onmobile.com which shall be answered on working days between Monday to Friday. All disputes must be addressed by the Participants in writing to Onmobile , and Idea shall neither be responsible nor shall entertain any communication in this regard.
37. The Organizers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
38. The officers of the Organizers, including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Challenge.

39. The provisions of this Challenge and any other promotional endeavor may not be used for any commercial purpose by any Participant.
40. If a Participant ports out of home circle to a new circle during the challenge period, such Participant's score for the circle will be considered for eligible Circle gratifications only. However, Participants consolidated total score will be considered for across all circle groups gratification of the Challenge.