

## TERMS AND CONDITIONS GOVERNING THE COMPETITION

### “FESTIVAL MAHA DHAMAAL COMPETITION”

#### **A. INTRODUCTION**

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.

THE COMPETITION IS AN OPTIONAL COMPETITION CONCEPTUALIZED, ORGANIZED AND HOSTED BY ONMOBILE GLOBAL LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT TOWER 1, 94/1 C AND 94/2, VEERASANDRA VILLAGE, ATTIBELE HOBLI, ANEKAL TALUK, ELECTRONIC CITY PHASE 1, BANGALORE – 560 100, INDIA (HEREINAFTER REFERRED TO AS “ONMOBILE” OR THE “ORGANIZER”) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE INDIA LIMITED, AND VODAFONE MOBILE SERVICES LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE INDIA”).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE COMPETITION KNOWN AS “**FESTIVAL MAHA DHAMAAL COMPETITION**” DURING THE COMPETITION PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**FESTIVAL MAHA DHAMAAL COMPETITION**”. BY PARTICIPATING IN THE 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 COMPETITION.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being an Eligible Subscriber has participated in the Competition.

#### **B. DEFINITIONS**

- (1) “**Subscriber**” shall mean the rightful user of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Competition and accept the terms applicable herein.

- (2) **“Active Subscriber”** shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone India on a regular basis for purposes other than to participate in any offer or Competition offered by Vodafone India.
- (3) **“Eligible Subscriber”** shall mean an Active Subscriber of Vodafone India who has subscribed to the Competition. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Competition –
- (i) Subscriber must be of at least 18 years of age;
  - (ii) Subscriber must be a resident of India;
  - (iii) Subscriber must not be a resident of Telangana State.
  - (iv) Subscriber must be an Active Subscriber of Vodafone India;
  - (v) Subscriber must be a Competition or Vodafone Pay Per Answer Pack Member
  - (vi) Subscriber must belong to any of the telecom service circle/s mentioned below;
  - (vii) In case a Subscriber, who is a pre-paid Subscriber, has less than Rs. 5/- balance, the Subscriber will not be able to play the Competition.
  - (viii) Subscriber must not be of an unsound mind; and Subscriber must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
  - (ix) Subscriber must not have been subject of any criminal proceeding;
  - (x) Should not have ported out of Vodafone during the Competition Period.
  - (x) Subscription will be open only in the herein mentioned Circles of Vodafone India and Subscribers roaming outside their home Circle will be barred from subscribing to the Competition and participating in any Competition thereunder.
  - (xi) Further, the Subscriber who participate in the Competition and get selected as winners of each category of gratifications 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 subscriber is the Subscriber of the winning mobile number, Organizer reserve the right to award the gratification to the next eligible Winner or to forfeit the gratification, at its sole discretion.

**C. COMPETITION PERIOD**

- (a) This is a limited period Competition for Eligible Subscribers of Vodafone India, available from **11<sup>th</sup> August, 2018**, 00:00:01 hrs. till **8<sup>th</sup> November 2018**, 23:59:59 hrs., both days inclusive (“**Competition Period**”);
- (b) Organizers reserves the right to extend or shorten the Competition Period, as it deems fit.

**D. COMPETITION AREA**

- (a) RESIDENTS OF THE STATE OF TELANGANA ARE NOT ELIGIBLE TO PARTICIPATE IN THIS COMPETITION AND ARE PROHIBITED BY LAW.
- (b) The Competition is valid in selected Indian cities / telecom service areas as mentioned below –

**\*\*\*\*\*Zone Group Classification**

<i>S.No.</i>	<i>Zone</i>
1	NORTH
2	SOUTH
3	EAST
4	WEST

S.No.	*Circle-Groups	Zone
1	ASSAM, NORTH EAST, ORISSA, BIHAR	EAST
2	DELHI, HARYANA, PUNJAB, HIMACHAL PRADESH, JAMMU & KASHMIR	North

3	GUJARAT	West
4	KARNATAKA, ANDHRA PRADESH (excluding Telangana)	South
5	KERALA, CHENNAI/TAMIL NADU	South
6	MAHARASTRA	West
7	MUMBAI, MADHYA PRADESH	West
8	RAJASTHAN	West
9	UTTAR PRADESH EAST & UTTAR PRADESH WEST	North
10	KOLKATA, WEST BENGAL	East

- (i) 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. Vodafone India or OnMobile shall give no further notice in this regard.

#### **E. COMPETITION DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

##### **(a) Subscription to Competition**

Subscribers can initiate participation in the Competition by sending the keyword “WIN” to 567899 or alternatively by calling the number 567899 (toll free) or dialing the Unstructured Supplementary Service Data (“USSD”) string \*567\*2# from a Vodafone number anytime during the Competition Period.

##### **(b) Un-subscription from the Competition**

If, Subscriber wish to discontinue participating in the Competition, Subscriber should send STOP as an SMS to the 55677 or alternatively by calling the number 55677 and pressing “1” from a Vodafone number.

(c) Total number of questions:

There are total 2000 number of questions asked per day which will be randomly asked to the Subscriber for the purpose of this Competition.

(i) Charging on 567899

Sl. No	Channel	Charges	No of question	Key word options to answer
1.	IVR	Rs. 5 Per Answer	1	1 or 2
2.	SMS	Rs. 5 Per Answer	1	A or B
3.	USSD	Rs. 5 Per Answer	1	1 or 2
4.	SMS	Rs. 5 Per Input	NA	NA

(ii) Competition Flow

**1. Competition on Voice:**

- (a) Subscribers will be informed of the rules, gratifications and Terms and Conditions of the Competition upon subscription.
- (b) After every right answer, the Subscriber will get the Subscriber's score, followed by the next question and the answer options. After every wrong answer, the Subscriber will be played an appropriate prompt (e.g. "Sorry! That's a wrong answer ") and given the next question and answer options.
- (c) To listen to a question again Subscribers may press \*.
- (d) If a Subscriber discontinued playing the Competition, then the Subscriber may resume playing by subscribing as per subscription details provided above for subscription. If, a Subscriber stops playing the Competition after answering the question no. 9 then when the Subscriber calls back, the Subscriber will be played question no. 9 question i.e., if a Subscriber listens to the 9<sup>th</sup> question but drops the call without answering the 9th

question, then when the Subscriber calls back, the Subscriber will be played the 9th question which may be different from what the Subscriber has earlier received.

- (e) If a Subscriber stops playing the Competition after answering the question no. 9, then he /she will be sent a reminder SMS on the Subscriber's number registered with Vodafone India followed by another question and answer options. In case the Subscriber does not answer this question, the Subscriber will be sent 3 reminder SMSs each day with questions and answer options.
- (f) The Competition can be played only once by a Subscriber.

## **2. Competition on SMS:**

- (a) Welcome SMS is sent to that MSISDN of the Subscriber giving details rules, gratifications and Terms and Conditions of the Competition upon subscription. This is followed by the 1<sup>st</sup> question and answer options.
- (b) The time taken for answering a question through the short message service "SMS" mode is calculated from the time the question is generated and pushed to the Subscriber, till the time the answer is received by OnMobile's system. Organizers does not have any control over delays resulting in the intermediate systems including but not limited to SMS centre, which may or may not be due to technical snags, network problems or system failure or errors, but which are likely to result in delay in the time taken to send/receive the SMS and hence the time recorded for answering the question. Accordingly, time taken to answer a particular question may be more than the time that is clocked in the IVR mode of playing the Competition. The Subscriber agrees and undertakes not to raise disputes due to delay caused in receiving the SMS by Organizer due to such reasons.
- (c) After every right answer, the Subscriber will be given the Subscriber's score, followed by the next question and the answer options and the process to answer the subsequent question. After every wrong answer the Subscriber will be send an appropriate SMS and given the next question and answer options.
- (d) If a Subscriber discontinued playing the Competition, then the Subscriber may resume playing by Subscribing as per subscription details provided above for subscription. If the Subscriber stops playing the Competition after answering the 9th question then the Subscriber has to reply on the last question SMS that has been given to him via SMS channel. 9th question SMS will remain same until it is not being answered.
- (e) If the Subscriber does not receive the 9th question after answering the 8th question, for any reason, then the Subscriber is required to send any keyword/WIN as an SMS to 567899, to receive the 9th question on his number registered with Vodafone India.
- (f) The Subscribers may send PT as an SMS to 567899 to check their latest score.

- (g) Every day during the Competition Period, all participating Subscribers will be sent a question in the morning on their numbers registered with Vodafone India, to help them start playing the Competition.
- (h) When user plays during Happy Hours and Special Days, a special intro SMS will be sent informing user about the Happy Hours & Surprise days, the special gratification and how to win the same.

### **3. Competition on USSD:**

- (a) Welcome SMS is sent to that MSISDN of the Subscriber giving detailed rules, gratifications and Terms and Conditions of the Competition upon subscription. This is followed by the 1<sup>st</sup> question and answer options.
- (b) After every right or wrong answer, the Subscriber will be sent a USSD message with right or wrong answer response along with the score details and the next question and answer options.
- (c) In case of an invalid USSD input by the Subscriber, the Subscriber is sent a USSD message informing him/her that the Subscriber's USSD input is invalid and will contain details of how to answer the question correctly. This will be followed by an unanswered question and answer options.
- (d) If Subscriber stops playing after answering the 9th question then when the Subscriber dials USSD string again, the Subscriber will get the 9th question on USSD. If the Subscriber stops playing after answering the 9th question, then the Subscriber can continue playing by dialing USSD string again, to receive the next question and answer options.
- (e) The Subscriber will be given the questions one after the other till the Subscriber finishes answering all the questions. Once the Subscriber answers all the questions, an exit message will be send on USSD to the MSISDN of the Subscriber.

### **(iii) GRATIFICATIONS AND WINNER SELECTION PROCESS**

<b>Gratification name</b>	<b>Details</b>	<b>Criteria</b>	<b>Competition Period</b>	<b>Winner Selection</b>	<b>Points to be scored</b>	<b>Selection</b>	<b>Budget (in INR)</b>	<b>No of Prizes</b>
Bumper Prize	Maruti Suzuki Ignis Sigma 1.2 MT	Highest and Fastest	1 winner in 90 days	Winner to be announced after 90 days of contest period	Highest in least time	National	565000	1
Monthly Prize	Honda Dream Neo	25 points in that month	1 winner in every 30 days	Winner to be announced after 30	25 pints in least time	National	61000	3

				days of each month				
Special Saturday	Gold card	5 points on that day	12 winners across India	Winner to be announced after 15 days of each special day	5 points in least time	National	15000	12
Happy Hours 12 to 5	Mobile Recharge	First to answer 3 questions during the period	1 winner across India per day	Instant Talk time(within 24 hours)	3 questions in least time	National	500	90
Ganesh Chaturthi Special	Bank card	Highest and Fastest During the period	1 winner across India during the period	Winner to be announced after 15 days of each special day	Highest in least time	National	100000	1
Dussehra Special	Bank card	Highest and Fastest During the period	1 winner across India during the period	Winner to be announced after 15 days of each special day	Highest in least time	National	100000	1
Daily Bumper	Smart Phone	5 Points	1 winner across India per day	Within 15 days	5 points in least time on that day	National	5000	90
Surprise Bumper	Datsun Redi-GO D	3 Points	1 winner in 90 days	Winner to be announced after 90 days of contest period	3 points	National	325000	1
Daily Assured Prize	Mobile Recharge	2nd Question	First 30 winners per day (3 per circle)	Instant Talk time(within 24 hours)	2nd question on that day	Per Circle Group	100	2,700
Daily Early Bird	Mobile Recharge	1 <sup>st</sup> question	First 500 winners per day (50 per circle)	Instant Talk time(within 24 hours)	1st question on that day	Per Circle Group	30	45000

### 1. Bumper Gratification

The selection of the winner for the Bumper Prize will be conducted after the Contest ends. One MSISDN across all circle group\* with Highest Score during the contest period, is selected as the winner of Maruti Suzuki Ignis Sigma 1.2 MT worth up to Rs 5,65,000.



The Winner of Bumper prize will be excluded from the winner selection Surprise Bumper Prize.

## 2. Surprise Bumper Gratification

The selection of the winner for the Surprise Bumper Prize will be conducted after the Contest ends.

One MSISDN across all circle group\* with a score of 3 points during the contest period, is selected as the winner of Datsun Redi-GO D worth up to Rs 3,25,000.

## 3. Monthly Gratification

The selection for the Monthly Prize will be conducted as per the schedule\*\*\*

1 MSISDN across all circle groups\*, with minimum 25 points, during that month, will be selected as the winner of a Honda Dream Neo worth up to Rs 61000.

1 MSISDN can get the Monthly Prize only once in the Competition.

\*\*\*Schedule for Monthly Gratification

Monthly Schedule for Gratification		
Month 1	11-Aug	9-Sep
Month 2	10-Sep	9-Oct
Month 3	10-Oct	8-Nov

#### **4. Ganesh Chaturthi Special Gratification (13th Sept to 19th Sept)**

The selection for the Ganesh Chaturthi Prize will be conducted as per the schedule\*\*\*\*\*

1 MSISDN, across all circle groups\*, with the highest score in the least amount of time during that period will be selected as the winner of a Bank Card worth Rs 1 Lakh.

Winner of Ganesh Chaturthi Will not be able to win Dussehara Special Gratification.

#### **5. Dussehara Special Gratification (13th to 19th October)**

The selection for the Dussehara Special Prize will be conducted as per the schedule\*\*\*\*\*

1 MSISDN, across all circle groups\*, with the highest score in the least amount of time during that period will be selected as the winner of a Bank Card worth Rs 1 Lakh.

In the selection of the Bumper Prize, Surprise Bumper Prize, Monthly Prize, in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score, 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 the selection of the Ganesh Chaturthi Special and Dussehara Special, in case of a tie in the score and time taken, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score, 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.

#### **6. Special Saturday Gratification**

The selection for the Special Saturday Prize will be conducted as per the schedule\*\*\*\*

One MSISDN, across all circle groups\*,with score of 5 points in the least amount of time on the Special Saturday\*\*\*\*will be selected as the winner of a Gold Card worth up to Rs 15,000.

One MSISDN can get this prize only once in the Competition.

**\*\*\*\* Special Saturday Gratification Schedule**

<b>Super Saturday Gratification</b>	
<b>Days</b>	<b>Dates</b>
1	18-Aug
2	25-Aug
3	1-Sep
4	8-Sep
5	15-Sep
6	22-Sep
7	29-Sep
8	6-Oct
9	13-Oct
10	20-Oct
11	27-Oct
12	3-Nov

## **7. Daily Bumper Gratification**

1 MSISDN across all circle-groups\* with the score of 5 points, in the least amount of time, on that day, is selected as the winner of a Smartphone worth up to Rs 5000.

1 MSISDN can win the Daily Bumper Prize only once in the Competition.

In case of a tie in the score and time taken in the selection of winners of Special Saturday Prize, Daily Bumper in the Contest, 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 through the “Voice” mode or OBD, SMS, or USSD on a day, is calculated from the time first question is pushed from OnMobile’s system to an MSISDN till the time OnMobile’s system receives the respective last correct answers from that MSISDN on that day, for the purposes of determining the relevant prizes under this Competition, respectively. The total time taken by an MSISDN to provide the correct answers in a day, whether on Voice or OBD or SMS or USSD or is used to determine the Winners for the aforementioned prizes.

A Subscriber is eligible to win more than one Prize during the period of the Contest, which means that he/she can win more than one Prize provided he/she meets the above said criteria of the respective Prizes.

Note: If a participant plays the competition over any of the available channels (IVR,OBD,USSD, & SMS), his/her score will only be cumulative and not exclusive for each of the channels. ie: if the participant has started playing the competition on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the winner selection for all the prizes.

## **8. Happy Hour Gratification (12 Pm to 5 Pm)**

Daily first 1 MSISDNs across all circle groups who score 3 points in the contest during 12 Pm to 5 Pm will be selected as winners of a Mobile recharge worth Rs 500.

MSISDN can win this prize only once in the competition.

## 9. Daily Assured Gratification

Daily first 3 MSISDNs per circle groups\* who attempt 2 Question contest, will be selected as winners of a Mobile recharge worth up to Rs 100.

MSISDN can win this prize only once in the competition.

## 10. Daily Early Bird Gratification

Daily first 500 MSISDNs per circle groups\* who attempt 1st Question of the competition, will be selected as winners of a Mobile Recharge worth up to Rs 30.

MSISDN can win this prize only once in the competition.

### \*Circle Group and Zone Group Classification

<i>S.No.</i>	<i>Circle-Groups</i>	<i>Zone</i>
1	ASSAM + NE + ORISSA + BIHAR	EAST
2	DELHI + HARYANA + PUNJAB + HP+ JK	North
3	GUJARAT	West
4	KARNATAKA & AP	South
5	KERALA & CH/TN	South
6	MAHARASTRA	West
7	MUMBAI + MP	West
8	RAJASTHAN	West
9	UPE & UPW	North
10	KOLKATA + WB	East

### \*\*Zone Group Classification

<i>S.No.</i>	<i>Circle-Groups</i>
1	NORTH
2	SOUTH

3	EAST
4	WEST

**Recourse in Case of Conflict:**

- (a) The time taken for answering a question through the “Voice” mode or OBD, SMS, or USSD on a day, is calculated from the time first question is pushed from OnMobile’s system to an MSISDN till the time OnMobile’s system receives the respective last correct answers from that MSISDN on that day, for the purposes of determining the relevant gratifications under this Competition, respectively. The total time taken by an MSISDN to provide the correct answers in a day, whether on Voice or OBD or SMS or USSD is used to determine the Winners for the aforementioned gratifications.
- (b) A Subscriber is eligible to win more than one (1) Gratification during the Competition Period, which means that Subscriber can win more than one (1) Gratification provided Subscriber meets the above said criteria of the respective Gratifications.
- (c) If a Subscriber plays the Competition over any of the available channels (IVR, OBD, USSD, & SMS), Subscriber’s score will only be cumulative and not exclusive for each of the channels. i.e. if the Subscriber has started playing the Competition on voice and has scored 2 points in 3 questions, if Subscriber drops the call and resumes playing through SMS, Subscriber will be given the 4th question, and if Subscriber answers the question correctly, Subscriber’s score will be 3. And this will be the score that will be considered for the Winner selection for all the gratifications.

**F. MODIFICATION OF TERMS AND CONDITIONS**

- (a) Organizer reserve the right, at their sole discretion, to modify these Terms & Conditions of the Competition or any part thereof at any time during the Competition Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Subscribers participating in this Competition.
- (b) If Organizers modify these Terms, the modified terms will be posted on Vodafone Website [www.vodafone.in](http://www.vodafone.in). 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 participating in the Competition. Your continued participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.

**G. WITHDRAWAL OF COMPETITION**

- (a) Organizer reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Competition at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the Subscribers.

**H. DISCLAIMERS**

1. You agree that this Competition is being made purely on a “best endeavor” basis and subject to acceptance of these Terms and Conditions. Your participation in the Competition is voluntary and You expressly agree to participate at Your sole risk. Organizers shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Competition.
2. Organizer makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Competition and/or any delay or failure to participate in the Competition due to technical, network or other problems. To the extent You choose to participate in this Competition, You do so at Your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone India and OnMobile, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any subscriber or third party, in connection with the Competition or arising otherwise.
3. Vodafone India reserves the right to change, suspend, remove, or disable access to the Competition at any time without notice. In no event will Organizer be liable for the removal of or disabling of access to the Competition. Vodafone India may also impose limits on the use of or access to the Competition, in any case and without notice or liability. Under this Competition, Vodafone India’s responsibility shall only be limited in providing Telecom Service on Vodafone India’s network for Eligible Subscribers participating in this Competition.
4. Any claims, issues, damages or losses with regards to the quality or functionality of the gratifications awarded under this Competition will be the sole liability of the manufacturers, providers or dealers of the said gratifications. Vodafone India and

OnMobile will not have any responsibility related to the same and will not entertain any query or complaint of the Subscribers.

5. You shall indemnify and keep indemnified Vodafone India and OnMobile, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Organizer may incur, pay or become responsible arising out of or in connection with the breach of these Terms and Conditions by You. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

#### I. GENERAL TERMS AND CONDITIONS

1. By participating in this Competition, You confirm that You have read understood and agreed to conform to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that You have submitted while participating in the Competition;
2. The awards/gratifications under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
3. By participating in this Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Competition and upcoming Competition from Vodafone India, as it may in its sole and absolute discretion decide.
4. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.
5. **Force Majeure** – 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 Organizer (“Force Majeure Event”). Organizer shall not be liable for any delay or adverse effect caused to Subscribers as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Subscribers.
6. This Competition is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.



7. Failure by Organizers to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person including a Subscriber.
8. Subscriber may contact the OnMobile customer care regarding any queries, complaints, disputes pertaining to the Competition by calling 080-46156661 (Toll Number) during Monday to Sunday except public holidays (9:00 AM to 9:00 PM) or alternatively Subscriber may choose to send an email to [competition@onmobile.com](mailto:competition@onmobile.com)
9. You hereby authorize Organizer to collect Your personal information including name, address and mobile number, photograph and share with its partners so as to enable You to participate in this Competition. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
10. You agree that Vodafone India and OnMobile has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.
11. By participating in the Competition, 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 Competition shall remain, at all times, owned by OnMobile, Vodafone India or its respective owners. All material and content contained in this website is made available for Your personal and noncommercial use only. Any other use of the material/ content on this website, or any information disseminated by SMS or any other means of communication are strictly prohibited.
12. By participating in the Competition, You confirm that You are entering into this Competition as an independent party and nothing herein establishes an employer employee relationship between You and Organizer and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk.
13. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
14. The Subscriber shall not have the right to claim any damages, loss or costs from the Organizer for delay in delivery of the gratification(s) on any grounds whatsoever. Vodafone India and/or OnMobile are neither responsible nor guarantee the quality or functionality of the goods or services being offered as

gratification/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Competition. OnMobile and/or Vodafone India are also not liable for any defect or deficiency in the gratification(s) so offered or availed by the Subscribers under this Competition.

15. The gratification(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents or papers as may be required by the Organizers before accepting the delivery of the gratification.
16. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizers. 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 or by Organizer*):
  - (i) Tax Proof (PAN Card)
  - (ii) Photo Id proof  
(PAN Card)
  - (iii) One passport size photo.
  - (iv) Declaration for acceptance of Prize (format will be communicated/shared with Winner).
  - (v) In the event the number 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  
(b) Authorization letter of the employer.
17. In the event, it is found or comes to the knowledge of Organizer that Winner submitted inaccurate/misleading details/or information as requested by the Organizer as per stated herein or in future course of action, Organizer reserve the right to forfeit the prize handed over to the Winner(s) and/or to be handed over to Winner(s) and take the required legal action against them.
18. Any Subscriber 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 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 the Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Subscriber, shall entitle the Organizers to disqualify him/her without any further intimation.

OnMobile agrees that Vodafone India does not have any liability or responsibility with respect to any information furnished by a Subscriber to OnMobile.

19. The Organizer at their sole discretion will not provide a cash alternative to any of the gratifications being offered in this Competition.
20. The Gold Card offered hereunder will be organized by OnMobile. The Gold Card may be used by the Winner to purchase gold only up to the value specified in the respective Gold Card, irrespective of the rate of conversion of gold at the time of such purchase. The Winners shall not have any claims in matters arising from or in connection with the Gold Card and shall indemnify and keep indemnified the Organizer and the third party issuing the Gold Card. The respective Gold Card may be used only in stores accepting the Gold Card as will be detailed in the Gold Card. You acknowledge and agree that the amount mentioned in the Gold Card may not be fully utilized, subject to change in the rates and related antecedents to such Gold Card; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the gratification money for using the Gold Card at the time of purchase and You shall not claim any reimbursements from the Organizer. You hereby agree that the Gold Voucher are at all times subject to the terms and conditions mentioned in the respective Gold Card and will be applicable to only for a limited period as detailed in the respective Gold Card. The Gold Card which may be given to the Winner as a gratification shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source ("**TDS**") @ 30.99% or as applicable from time to time on the purchase of the gold.
21. 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 Competition, 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.
22. In case the specified Smartphone offered as Daily Bumper Gratification in this Competition is discontinued or not available during or after the Competition, the Organizer shall at its own discretion offer another phone of the similar value, which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the above mentioned Gratification that he is eligible to in this Competition and if the price of the phone increase

during or after the Competition or at the time of gratification distribution/Winner announcement period, the Organizer will only pay the value of the phone that was during the launch of the Competition and the Winner has to pay or bear the extra amount. The gratification amount shall be given by way of cheque in the name of the dealer from whom the phone is being purchased.

23. Questions and their answers are sourced by OnMobile, 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 the event of any discrepancy and/ or dispute regarding the questions or answers, OnMobile, Vodafone India and/or any third party involved shall not be liable towards any Subscriber in any manner.
24. Organizer or 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 Subscriber and/or any third party, directly or indirectly, by use or non-use of the gratifications offered in this Competition.
25. The Organizer 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 gratifications at their sole discretion at any time during its validity as may be required including in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscribers 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 participating in the Competition. Your continued participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.
26. The employees, including their family members and relatives, of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Competition.
27. The Organizer reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Organizers further reserve the right to disqualify any Subscriber from the Telangana state from winning any gratification.

28. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content and Website, and all material or content related to the Competition shall remain, at all times, owned by OnMobile, Vodafone India or their respective owners. All material and content contained in this Website is made available for Your personal and noncommercial use only. Any other use of the material and/or content on this Website and/ or any information disseminated by SMS or any other means of communication strictly prohibited.
29. These Terms and Conditions are subject to laws of India and Courts at Mumbai shall have exclusive jurisdiction.
30. Subscribers hereby undertake sole responsibility to check the result link provided on a daily basis post completion of challenge to know the Winner and to claim their gratification, if any. Post Winner declaration and completion of their announcement and further process as the case may be if Organizers find that the declared winners are wrong then Organizer reserves the right to declare the correct Winners again and cancel the gratification of Winners declared earlier.
31. In case the specified model, type of the vehicle offered in this Competition as a gratification, which is discontinued or not available during or after the Competition, the Organizer shall at its own discretion offer another vehicle of the same value which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned in the gratification of this Competition and if the gratification of the vehicle increases during or after the Competition or at the time of gratification distribution or winner announcement period, the Organizer will only pay the value of the gratification announced as per this terms and conditions that was during the launch of the Competition, post TDS deduction and the Winner has to pay or bear the extra amount including the applicable taxes. The Gratification amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased. The color of the vehicle shall be strictly as per availability.
32. Any gratification 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 Winner 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 Winner's place of residence to venue, lodging, boarding, food, local transport etc. in case of a meet & greet event as gratification or insurances, transfer fees, registration fees, and all the expenses incurred over and above the on road 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 Winner 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.

33. After the selection and validation of the Winners of all the gratifications under this Competition, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Winner(s) registered with Vodafone India, and will be given further details as to how, when and where they can redeem their respective gratifications. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e. 080-67186344 or 080-46156661 (Toll Number). The Organizers shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. In the event the Winners do not answer the calls of the Organizer, an SMS will be sent to the MSISDN of 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**"). The gratifications must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the gratification(s) will be deemed to be forfeited by the Organizer, under the respective categories under the Competition.
34. Vodafone India and OnMobile 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 Subscribers .
35. If a Subscriber ports out of home circle to a new circle during the Competition Period, will not be eligible for the ported circle Bumper gratification if any. Subscribers score accumulated in the home circle where the Competition was initially subscribed for, will be considered for the highest scorer selection.
36. Further in case of death of the Winner after being selected as a Winner, the gratification can be claimed by the legal heir of the deceased Winner provided, such legal heir shall produce the death certificate and legal heir certificate within 15 days of such intimation by the Organizers.