

TERMS AND CONDITIONS GOVERNING THE COMPETITION

SET AND WIN RECHARGES

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 SKILL BASED 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 “ELIGIBLE SUBSCRIBER” DURING THE COMPETITION PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “SET AND WIN RECHARGES 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 subscriber 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 subscriber’s 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 be an Active Subscriber of Vodafone India;
- (iv) Subscriber must not be a resident of Telangana State;
- (v) Subscriber must be an active Caller Ring Back Tone user and has to download and install 'Vodafone Callertunes App' to participate in the Competition; a subscriber who is not using any Vodafone callertune can also participate by downloading and installing 'Vodafone Callertunes App'. **However, for winning gratifications a participant must be an active callertune user.**
- (vi) Subscriber must belong to any of the telecom service circle/s mentioned below;
- (vii) 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.
- (viii) Subscriber must not have been subject of any criminal proceeding;
- (ix) Should not have ported out of Vodafone India 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 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 Eligible 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 15th August 2018 00:00:01 hrs. till 13th October 2018 23:59:59 hrs., both days inclusive ("**Competition Period**");
- (b) Organizer reserves the right to extend or shorten the Competition Period, as it deems fit.

D. COMPETITION AREA

- (a) The Competition is valid and the Winners will be gratified in selected Indian cities / telecom service areas as mentioned below.

SL	Circle Groups
1	AP
2	ASSAM / NE
3	BIHAR
4	CHENNAI

5	DELHI
6	GUJARAT
7	HARYANA
8	KARNATAKA
9	KERALA
10	KOLKATTA
11	MAHARASHTRA
12	MP
13	MUMBAI
14	HP/PUN/JK
15	ORISSA
16	RAJASTHAN
17	ROB
18	TN
19	UPE
20	UPW

- (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 downloading a caller tune using 'Vodafone Callertunes App'.

(b) Playing:

Subscribers can participate in the Competition FREE OF ANY ENTRY FEE by answering the questions through 'Vodafone Callertunes App'. To answer, there will be 3 answer options for each question and You need to tap the answer on the mobile screen from the given options.

(c) Un-Subscription from the Competition

You can quit playing competition anytime.

(d) Total number of questions:

There are total 180 numbers of questions that will be randomly asked from the Subscriber for the purpose of this Competition. User can play 3 questions in a day.

(i) Charging

Sl. No	Playing Channel	Regular Subscription Charges Per Day	Key words options to answer
1.	IVR	NA	NA
2.	SMS	NA	NA
3.	USSD	NA	NA
4.	OBD	NA	NA
5.	WAP	NA	NA
6.	MWEB	FREE	Tap on screen

(ii) GRATIFICATIONS AND WINNER SELECTION PROCESS

Gratification Frequency	Criteria	Points	Gratification Type	Selection	Gratification Value (in INR)	Circle Groups	Qty
Daily Gratification	2 MSISDN per Circle Group per day	3	Mobile Recharge	National	100	20 (as listed above)	2400

Daily Gratification

1. Selection of winners will be conducted by an independent auditor subject to the Participants earning highest points upon answering the questions correctly. The decision of the auditor, appointed by the Organizers in this regard, shall be final and binding on the Eligible Subscribers participating in the Competition. No dispute, of whatsoever nature, in this respect shall be entertained by the Organisers or Vodafone India.
2. 2 MSISDN per circle group, with the minimum cumulative score of 3 points in the least amount of time on that day, will be selected as the winner.
3. 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.
4. 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 due to speed of the Data network.
5. A Subscriber is eligible to win more than one Gratification during the period of the Quiz, which means that the subscriber can win more than one Gratification provided he/she meets the above said criteria of the respective Gratifications.

Restrictions

- a. The employees and the family members of the employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Competition.

Organizers further reserve the right to disqualify any Subscriber from the Telangana state from winning any gratification.

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 Eligible Subscribers participating in this Competition.
- (b) If Organizers modify these Terms, the modified terms will be posted on 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 Eligible Subscribers.

H. DISCLAIMERS

1. You agree that this Competition is being made purely on a “best endeavour” 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 or Vodafone shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Competition.
2. Organizer or Vodafone 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 Eligible 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 Your breach of these Terms and Conditions. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this clause, at the cost of the Eligible 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 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's ("Force Majeure Event"). Organizer shall not be liable for any delay or adverse effect caused to Eligible 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 Eligible 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 Organizer 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 \(Toll Number\)](tel:080-46156661) during Monday to Sunday, except public holidays (9:00 AM to 9:00) or alternatively Subscriber may choose to send an email to contest@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 non-commercial use only. Any other use of the material/ content on this website, or any information disseminated by SMS or any other means of communication is 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 Eligible 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 Eligible 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 Eligible 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 Organizer before accepting the delivery of the gratification.
16. All gratifications 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 Gratification (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 gratification 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 Eligible 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 winning the gratification/s. 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 Organizer 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 gratification/s being offered in this Competition.
20. 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 and/or any third party involved shall be liable towards any Eligible Subscriber in any manner.
21. Organizer or any of their group entities or affiliates, their respective directors, officers, employees/ family members of 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.
22. Vodafone or any of their group entities or affiliates, their respective directors, officers, employees/ family members of 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.

23. The Organizer reserves 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.
- 24.
25. The Organizer reserves the right, at any time, to unconditionally disqualify any Eligible Subscriber / participant who tampers with or who in any way abuses the process or Terms and Conditions of the Competition.
26. You, the participant, 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 non-commercial 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 is strictly prohibited.
27. These Terms and Conditions are subject to laws of India and Courts at Mumbai shall have exclusive jurisdiction.
28. Eligible Subscribers hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Competition 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 Organizer find that the names of Winners have been declared wrongly owing to inadvertent mistake or any technical error, then Organizer reserves the right to declare the correct Winners again and cancel the gratification of Winners wrongly declared earlier.
29. Under this Competition the winners will be gratified directly from Onmobile's Automated Winners Selection Tool. If he/she wins, they will receive an SMS confirmation.
30. Vodafone India and Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the participants.

Note: From 15th August 2018 00:00:01 this competition will be available only on Android Play Store and for IOS App Store the competition will be live on or before 19th August 2018 23:59:59.