

## TERMS AND CONDITIONS GOVERNING THE COMPETITION

### Golden Festival Competition

#### A. INTRODUCTION

- 1) 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.
- 2) 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”) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE IDEA LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE IDEA”).
- 3) ONMOBILE AND VODAFONE IDEA SHALL HEREINAFTER JOINTLY OR INDIVIDUALLY AS THE CONTEXT MAY REQUIRE BE REFERRED TO AS “ORGANIZER(S)”.
- 4) THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA POST PAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE COMPETITION KNOWN AS “ELIGIBLE SUBSCRIBER” DURING THE COMPETITION PERIOD AS MENTIONED HEREIN.
- 5) PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS **GOLDEN FESTIVAL 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.
- 6) 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 IDEA mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea.
- 2) 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.
- 3) “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of VODAFONE IDEA on a regular basis for purposes other than to participate in any offer or Competition offered by VODAFONE IDEA.
- 4) “**Eligible Subscriber**” shall mean an Active Subscriber of VODAFONE IDEA 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 IDEA;
- (v) Subscriber must belong to any of the telecom service circle/s mentioned below;
- (vi) 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.
- (vii) Subscriber must not be of an unsound mind; and
- (viii) 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 Idea during the Competition period.
- (xi) Subscription will be open only in the herein mentioned Circles of VODAFONE IDEA and Subscribers roaming outside their home Circle will be barred from subscribing to the Competition and participating in any Competition thereunder.
- (xii) Further, the Subscriber who participate in the Competition and get selected as Winner/s 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 Idea.
- (xiii) 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, Organizers reserve the right to award the gratification to the next eligible Winner or to forfeit the gratification, at its sole discretion.
- (xiv) The users who have done TOPUP of any Denomination of Rs.30, Rs.40, Rs.50, Rs.70 or Rs.100 in the mentioned circles and whose mobile numbers are available in the file shared by VODAFONE Idea to OnMobile will be engaged daily via SMS and OBD.
- (xv) Subscriber must have done recharge of any Top Ups of any denomination of Rs.30, Rs.40, Rs.50, Rs.70 or Rs.100 (“Applicable Packs”) on or before 23:59Hrs 3<sup>rd</sup> January 2019. For any recharge done after 00:00 hours of 4<sup>th</sup> January 2019. Subscriber shall not be allowed to participate.

#### **C. COMPETITION PERIOD**

This is a limited period competition for Eligible Subscribers of VODAFONE IDEA, available from 6<sup>th</sup> October 2018, 00:00:01 hrs. till 3<sup>rd</sup> January 2019 , 23:59:59 hrs., both days inclusive (“**Competition Period**”); Organizer’s reserves the right to extend or shorten the Competition Period, as it deems fit.

#### **D. COMPETITION AREA**

RESIDENTS OF THE STATE OF TELANGANA ARE NOT ELIGIBLE TO PARTICIPATE IN THIS COMPETITION AND ARE PROHIBITED BY LAW.

The Competition is valid in select Indian cities / telecom service areas as mentioned below –

**\*\* Zone Groups classifications**

Zone	Circles
South	AP, Kerala, KARNATAKA, CHENNAI & TAMILNADU
East	ASSAM, NE, Bihar, Orissa, KOLKATA & WB
North	DELHI, Haryana, JK, Punjab, HP, UPE & UPW
West	GUJARAT, MAHARASHTRA, MUMBAI, MP, & RAJASTHAN

**\*Circle Groups classification**

S.No.	Circle-Groups
1	AP & Kerala
2	ASSAM, NE, Bihar & Orissa
3	DELHI, Haryana, JK, Punjab & HP
4	GUJARAT
5	KARNATAKA
6	KOLKATA & WB
7	MAHARASHTRA
8	MUMBAI, MP & RAJASTHAN
9	UPE & UPW
10	CHENNAI & TAMILNADU

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 and will not be eligible to receive/ claim any gratifications offered under this Competition. VODAFONE IDEA or OnMobile shall give no further notice in this regard.

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

**I. Subscription to Competition**

Subscribers can initiate participation in the Competition by sending the keyword ACT DO to 144/199 or alternatively by calling the number 556770 (toll free) or dialing the Unstructured Supplementary Service Data (“USSD”) string \*567\*910# from a Vodafone Idea number. Also, Activation mechanism will be available for the users who will do a Top Up of Rs.30, Rs.40, Rs.50, Rs.70 or Rs.100 denominations. Post the activation, they will have to follow the same subscription method mentioned as above.

II. Un-Subscription from the Competition

If, Subscriber wish to discontinue participating in the Competition, Subscriber should send CAN DO as an SMS to the 144/199 or alternatively by calling the number 556770 from a Vodafone Idea number.

III. To Play

To play the Competition Subscriber shall send SMS keyword 'GET' to 556770 (free) or alternatively by calling the number 556770.

a. NOTE: Applicable only for Subscription competitions.

IV. Total number of questions:

a. There are total 450 number of questions for Golden Festival Competition which will be randomly asked from the Subscriber for the purpose of this Competition. A user can answer 5 questions daily in Golden Festival Competition. But, for the first day before subscribing the Golden Festival Competition, the user will get first question free and post subscription, he/she will get rest 4 questions to play for that particular day.

b. NOTE: Applicable only for Subscription Competitions.

V. Charging

Sl. No.	Channel	Subscription Charges	No of question /day	Answer options Keywords
1	IVR	Rs5/Day	5	1 or 2
2	SMS	Rs5/Day	5	C or D
3	USSD	Rs5/Day	NA	NA
4	OBD	NA	NA	NA
5	WAP	NA	NA	NA
6	MOBILE WEB	NA	NA	NA

Note: Fallback/Missed charging feature available:

Subscribers who are charged Rs 5 will get to answer 5 questions

Subscribers who are charged Rs 4 will get to answer 4 questions

Subscribers who are charged Rs 3 will get to answer 3 questions

Subscribers who are charged Re 2 will get to answer 2 questions

Subscribers who are charged Re 1 will get to answer 1 question

**F. COMPETITION FLOW**

**1. Competition on Voice:**

i. Subscribers will be informed of the rules, gratifications and Terms and Conditions of the Competition upon Subscription.

- ii. After every answer input, next question and the answer options will be given to the Subscriber. 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.
- iii. To listen to a question again Subscribers may press\*.
- iv. Those Subscribers who answer the 1<sup>st</sup> free questions but do not subscribe the Competition – Can be engaged for entire competition duration via OBD or SMS.
- v. 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. 10 question or, 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.
- vi. If a Subscriber stops playing the Competition after answering the question no. 9, then the Subscriber will be sent a reminder SMS on the Subscriber's number registered with VODAFONE IDEA followed by another question and answer options. In case the Subscriber does not answer this question, the Subscriber will be engaged 3 times a day with questions and answer options via SMS. The Subscriber can play this Competition only once.
- vii. The Competition is available on the Toll free MM number 556770. All the Vodafone Idea Subscribers who call the IVR will be allowed to play the Competition irrespective of Top Up Done or not. Once the user calls he/she will be first asked to play the First Free Question of the Competition. Post that the Subscriber will be asked to subscribe and play the rest of the questions.
- viii. Those users who have done TOPUP of Denominations Rs.30, Rs.40, Rs.50, Rs.70 or Rs.100 in the mentioned circles and whose mobile numbers are provisioned by Vodafone Idea to OnMobile will be sent a WELCOME SMS + 1 Free Question. Post this, the user will have to subscribe to the Competition as per the process mentioned above.

## 2. Missed Question Feature:

- i. After Subscriber finishes answering all questions for the day, if Subscriber is charged for the day, that day's score will be added to the total score. If the Subscriber is not charged then that day's score will not be added to the total score. Communication to a charged Subscriber of the day and a not charged Subscriber of the day will be different. (E.g. Charged subscriber will get the communication "Now you can play the missed questions for the day". A not charged Subscriber will get the communication "Press 8 to get charged and play missed questions of the day").
- ii. Post calculations as specified in (a) above, the OnMobile system will check for the questions that were missed earlier and in case there are any missed questions then Subscriber will be redirected to the missed questions flow else exit prompt is played.

- iii. The Subscriber will be redirected to press “8” button on IVR as a consent and get charged to play the missed questions of earlier days.
- iv. If there are missed questions on earlier days, then first Subscriber will be given the missed questions for the days when the Subscriber was charged and then he will be given the missed questions for the non-charged days.
- v. Before presenting the question for any non-charged day, the Subscriber will be asked to give consent for getting charged for that particular day. Once the Subscriber has given its consent and is charged successfully, he will be presented with set of questions for that day.

### **3. Competition on SMS:**

- i. Post Subscribing the user has to send GET to 556770 to Play the 1st Free Question and subsequent questions of the day
- ii. Also those users who have done TOPUP of denomination Rs.30, Rs.40, Rs.50, Rs.70 or Rs.100 in the mentioned circles and whose mobile numbers are available in the file shared by VODAFONE Idea in FTP path will be sent a WELCOME SMS + 1 Free Question.
- iii. 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.
- iv. Fall back will be applicable for Subscription Competitions.
- v. 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 SMSC, 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 Organizers due to such reasons.
- vi. 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 sent an appropriate SMS and given the next question and answer options.
- vii. 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. Note: In case of subscription competition, the Subscriber will get same question if the Subscriber is

playing on that same day. If the Subscriber is playing the next day then a fresh set of questions will be given.

- viii. If the Subscriber does not receive the 9th question after answering the 8th question, for any reason, then the Subscriber is required to send the keyword GET as an SMS to 556770 , to receive the 9th question on his number registered with VODAFONE IDEA.
- ix. The Subscribers may send TOTAL as an SMS to 556770 to check their latest score.
- x. Every day during the Competition Period, all participating Subscribers will be sent a question in the morning on their numbers registered with VODAFONE IDEA, to help them start playing the Competition.

**4. Competition on USSD:**

This is only subscription Channel and user cannot play on this channel. To play the Subscriber has to Dial IVR: 556770 or Send GET to 556770.

**5. Competition on OBD:**

This is only subscription Channel and user cannot play on this channel. To play the Subscriber has to Dial IVR: 556770 or Send GET to 556770.

**G. GRATIFICATIONS AND WINNER SELECTION PROCESS**

Gratification Model	Criteria	Description	Points	Product	Budget	No. of Gratifications	Selection
Bumper Gratification	1 MSISDN across all circle groups	Nationally 1 MSISDN will win during the contest period (90 days)	Highest Score	Gold Card	250,000	1	National
Monthly Gratification	1 MSISDN across all circle groups	1 MSISDN every month will win Nationally (30 days *3)	50	iPhone6	25,000	3	National
Navaratri Special Gratification	1 MSISDN across all circle groups(During Navaratri - (10-Oct - 18-Oct))	During Navaratri every day 1 MSISDN Nationally can win (9 days)	5	Bankcard	10,000	9	National
Diwali Special Gratification	1 MSISDN per zone (5-Nov to 11-Nov)	During Diwali week (5th-Nov to 11th -Nov) 1 MSISDN per Zone can win	10	Gold Card	25,000	4	Zone

Gratification Model	Criteria	Description	Points	Product	Budget	No. of Gratifications	Selection
Circle Free Bumper	1 MSISDNs per circle group	1 MSISDN per circle group can win during 90 days of contest period	1	Smartphone	10,000	10	Circle group
Daily Gratification	5 MSISDN across all circle groups	Daily 5 MSISDN will win Nationally.	5	Recharge	200	450	National
Daily 2nd Early Bird	20 MSISDNs per circle group	Daily First 20 MSISDN will win in every circle on answering the 2nd Question	2nd Question	Instant Recharge	20	18,000	Circle group
Daily 1st Early Bird	30 MSISDNs per circle groups	Daily First 30 MSISDN will win in every circle on answering the 1st Question	1 Question	Instant Recharge	10	27,000	Circle group

**(a) Bumper Gratification:**

- I. The selection for the Bumper Gratification will be conducted at the end of the competition.
- II. 1 MSISDN across all circle groups \*, with Highest Points in least amount of time, during the competition will be selected as the winner of a Gold Card worth Rs250,000.
  - a) **Note:** 1 individual winner, irrespective of MSISDN can win either Bumper Gratification or Circle Free Bumper Gratification.

**(b) Monthly Gratification:**

- I. The selection for the Monthly Gratification will be conducted as per the Monthly schedule\*\*\*.
- II. 1 MSISDN across all circle groups \*, with the cumulative score of 50 Points in least amount of time, during that month will be selected as the winner of an iPhone6.
- III. \*\*\* Monthly Schedule

Monthly Schedule for gratification	
06-Oct	04-Nov
05-Nov	04-Dec
05-Dec	03-Jan

**(c) Circle Free Bumper:**

- I. The selection for the Circle Bumper will be conducted after the Competition ends.
- II. 1 MSISDN, per circle groups\*, with the score 1 point in the competition, will become eligible for a Smartphone worth Rs.10,000.

- III. In the selection of the Circle Free Gratification, 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 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.

**Note:** 1 individual winner, irrespective of MSISDN can win either Bumper Gratification or Circle Free Bumper Gratification.

**(d) Navaratri Special Gratification (10th October 2018 to 18th October 2018)**

- I. The selection for the Navaratri Special Gratification winner will be conducted as per the schedule.
- II. 1 MSISDN across all circle groups\*, with a cumulative score of 5 points, in the least amount of time on that day, will be selected as the winner of a Bank Card worth Rs.10,000.
- III. One MSISDN can Win Navratri Special Gratification only once in the Challenge.

**(e) Diwali Special Gratification (5th November 2018 to 11th November 2018)**

- I. The selection for the Diwali Special Gratification winner will be conducted as per the schedule.
- II. 1 MSISDN per zone group\*\*, with a cumulative score of 10 points, in the least amount of time, during the period, will be selected as the winner of a Gold Card worth Rs.25,000.
- III. The winner of Navratri Special Gratification will not be eligible for Diwali Special Gratification.

**NOTE:**

- a) Everyday first question time taken will not be considered for any gratification selection.
- b) In the selection of the Bumper, Monthly, Navaratri Special, and Diwali 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 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.

**(f) Daily Gratifications**

- I. Daily 5 MSISDNs per circle groups\*, with a score of 5 points in the least amount of time, will be selected as the winner of Recharge worth Rs.200.
- II. 1 MSISDN can win daily Gratification only once in the Competition.

**(g) Daily 2<sup>nd</sup> Early Bird Gratification:**

- I. Daily 20 MSISDNs, per circle groups\*, who attempts 2nd question of the contest will be selected as the winner of recharge worth Rs20.
- II. 1 MSISDN can win daily 2nd early bird Gratifications only once in the Competition.

**(h) Daily 1<sup>st</sup> Early Bird Gratification:**

- I. Daily first 30 MSISDNs, per circle groups\*, who attempts 1st question of the contest, will be selected as the winner of recharge worth Rs10.
- II. 1 MSISDN can win Daily 1st Early Bird Gratification only once in the Competition.

**NOTE:**

- a) In case of a tie in the selection of winners for Daily Gratification 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.
- b) 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.
- c) In the selection of the winners of all the above Gratifications except 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.
- d) Scores of users who are charged later for the earlier days will be considered ONLY for Bumper Gratification.
- e) The time taken for answering a question on "Voice" mode, is calculated from the time OnMobile's system plays the 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.
- f) A Subscriber is eligible to win more than one Gratification during the period of the Competition, which means that he/she can win more than one Gratification provided he/she meets the above said criteria of the respective Gratifications and will be selected.
- g) If a subscriber plays the competition over both the channels (Voice & SMS), his/her 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 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 Gratifications.

**H. MODIFICATION OF TERMS AND CONDITIONS**

- (a) Organizers 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 [www.vodafone.in](http://www.vodafone.in) and [vodafone.contestzone.in](http://vodafone.contestzone.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.

**I. WITHDRAWAL OF COMPETITION**

- (a) Organizers 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. ‘

**J. DISCLAIMERS**

- (a) 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 shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Competition.
- (b) Organizers 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, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process and/or any delay or failure to participate in the Competition due to technical, network or other problems, the results or reliability of the Competition, the delivery, quality, quantity, merchantability, fitness for use or noninfringement in respect of any goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition. No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Competition shall be construed to mean the giving of any warranty of any kind by OnMobile or VODAFONE IDEA.
- (c) 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 IDEA 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.
- (d) VODAFONE IDEA reserves the right to change, suspend, remove, or disable access to the Competition at any time without notice. In no event will Organizers be liable for the removal of or disabling of access to the Competition. VODAFONE IDEA 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 IDEA's responsibility shall only be limited in providing Telecom Service on VODAFONE IDEA's network for Eligible Subscribers participating in this Competition.

- (e) 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 IDEA and OnMobile will not have any responsibility related to the same and will not entertain any query or complaint of the Subscribers.
- (f) You shall indemnify and keep indemnified VODAFONE IDEA 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 Organizers may incur, pay or become responsible arising out of or in connection with Your breach of these Terms and Conditions. VODAFONE IDEA and OnMobile shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

#### **K. GENERAL TERMS AND CONDITIONS**

- (a) 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;
- (b) The awards under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
- (c) 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 IDEA, as it may in its sole and absolute discretion decide.
- (d) 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.
- (e) **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"). Organizers shall not be liable for any delay or adverse effect caused to Subscribers as a result of a Force Majeure Event. VODAFONE IDEA shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Subscribers.
- (f) 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.
- (g) 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.

- (h) Subscriber may contact the OnMobile customer care regarding any queries, complaints, disputes pertaining to the Competition by calling 08049080661 during Monday to Friday except public holidays (9:00 AM to 9:00 PM) or alternatively Subscriber may choose to send an email to [contest@onmobile.com](mailto:contest@onmobile.com)
- (i) You hereby authorize Organizers 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 Idea Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- (j) You agree that VODAFONE IDEA 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.
- (k) 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 IDEA 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.
- (l) 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 Organizers and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk.
- (m) 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 IDEA whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
- (n) The Subscriber shall not have the right to claim any damages, loss or costs from the Organizers for delay in delivery of the gratification(s) on any grounds whatsoever. VODAFONE IDEA 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 IDEA are also not liable for any defect or deficiency in the gratification(s) so offered or availed by the Subscribers under this Competition. Any and all claims regarding the quality or service of the gratification shall be made by the Subscriber to OnMobile.
- (o) 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.
- (p) All gratifications must be claimed by the Winners, along with the documents specified herein within the specified timelines intimated by OnMobile.. 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 OnMobile):

- i. Address & Photo Id proof (Aadhar Card).
  - ii. One passport size photo.
  - iii. PAN card copy self-attested.
  - iv. 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:
    - No Objection Certificate and
    - Authorization letter of the employer.
  - v. Letter of compliance with rules and regulations and declarations in the format as may be required by OnMobile or applicable laws.
- (q) Any Subscriber providing any incorrect information, concealing or withholding any information from OnMobile or Vodafone Idea with an intent to participate and/or win the Competition will automatically be disqualified from participating in it and 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 IDEA number, domicile, payment of outstanding amount to VODAFONE IDEA or any other information provided by the Subscriber, shall entitle the Organizer to disqualify him/her without any further intimation. OnMobile agrees that VODAFONE IDEA does not have any liability or responsibility with respect to any information furnished by a Subscriber to OnMobile.
- (r) The Organizers at their sole discretion will not provide a cash alternative to any of the gratifications being offered in this Competition.
- (s) 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 Voucher and shall indemnify and keep indemnified the Organizers and the third party issuing
- (t) 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 Organizers. You hereby agree that the Gold Card 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

- (u) not limited to, Tax Deducted at Source (“TDS”) @ 30.99% or as applicable from time to time and applicable Goods and Services Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and a statement showing the value of the gold.
- (v) In case the specified electronic gadget offered as gratification in this
- (w) 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 Monthly 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.
- (x) The Winners shall not be entitled to their respective gratification, in case he/ she fails to clear all outstanding dues payable to VODAFONE IDEA and / or is not an Active Subscriber of VODAFONE IDEA on the date of claiming the gratification/s.
- (y) In event of the death of the Winner, the gratification if any may be awarded by OnMobile to the legal heirs/successors of the deceased Winner at sole discretion of OnMobile. OnMobile shall have the rights to call for such documentary evidence before handing over the gratification to the legal heirs/successors as it deems fit.
- (z) All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent External agency appointed by OnMobile and decision of Independent External agency shall be final and binding on the Subscribers.
- (aa) 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 IDEA and/or any third party involved shall not be liable towards any Subscriber in any manner.
- (bb) Organizers or any of their group entities or affiliates, their respective directors, officers, employees, family members of the 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.
- (cc) The Organizers 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.

- (dd) The employees of VODAFONE IDEA, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Competition.
- (ee) The Organizers 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.
- (ff) These Terms and Conditions are subject to force majeure circumstances including without limitation, floods, natural disasters, war, and act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of VODAFONE IDEA and/or OnMobile ("Force Majeure Event"). Neither OnMobile nor VODAFONE IDEA shall be liable for any delay or adverse effect caused to the Competition as a result of a Force Majeure Event. OnMobile and/or VODAFONE IDEA shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Subscribers.
- (gg) These Terms and Conditions are subject to laws of India and Courts at Mumbai shall have exclusive jurisdiction.
- (hh) 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 Organizers reserves the right to declare the correct Winners again and cancel the gratification of Winners declared earlier.
- (ii) 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 IDEA, and will be given further details as to how, when and where they can redeem their respective gratifications. If winner is not reachable due to any circumstances organizer have rights to forfeit, the gratification and take the next alternate winner. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e. 08067186344 or 08049080661. 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 sixty (60) 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. The gratifications offered under the Competition may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Competition.

(jj) VODAFONE IDEA 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 Competition Pack Members.