TERMS AND CONDITIONS – DHAN DHANA DHAN CONTEST

A. INTRODUCTION

a) 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.

b) PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS "**DHAN DHANA DHAN**". BY PROCEEDING WITH PLAYING THE, **DHAN DHANA DHAN** 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**. DHAN DHANA DHAN.**

c) **RESIDENTS OF THE STATE OF TELANGANA ARE NOT ELIGIBLE TO PARTICIPATE AND ARE PROHIBITED**

BY LAW.

B. Contest:

a) "**DHAN DHANA DHAN**" (hereinafter referred to as the "**Contest**") is conceptualized, organized and conducted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore-560100- India ("**OnMobile**" or "**Organizer**") for active[1] pre-paid and post-paid category of Subscribers[2] ("**Subscriber(s)**") of Bharat Sanchar Nigam Limited a company having its registered office at Bharat Sanchar Nigam Limited, (NS Branch), 10th Floor West Wing, Chandralok Building, Janpath, New Delhi - 110001 (hereinafter referred to as "**BSNL Mobile**") and is valid during the period from**, 17th October 2018 00:00:01 hrs to, 15th December 2018 23:59:59 hrs,** both days inclusive, Organizer reserves the right to extend or shorten the Contest Period, as it deems fit, and any such change shall be published on the website, www.bsnl.contestzone.in **("website").** The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself (defined below) updated and informed.

b) The Contest is open for all Subscribers who satisfy the eligibility criteria mentioned in Clause

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[1] An active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module ("**SIM**") on a regular basis for purposes other than to participate in the Contest or any other contests offered by the Organizer and BSNL Mobile jointly.

[2] Subscriber shall mean the rightful user of a BSNL Mobile connection, pre-paid or post- paid, in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the number / connection is registered in the name of a company or firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Contest, receive the gratifications and accept the terms applicable for the Contest.

3 below, who belong to the following BSNL Mobile telecom circles ("**Circles**") of KERALA, KARNATAKA, ANDHRA PRADESH (excluding Telangana), TAMIL NADU, CHANDIGARH (HARYANA, HIMACHAL PRADESH, PUNJAB, JAMMU & KASHMIR), RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, PUNE, MADHYA PRADESH & CHATTISGARH, GUJARAT, KOLKATA(WEST BENGAL, ASSAM, NORTH EAST), ORISSA, RANCHI by following the subscription process mentioned hereunder.

c) Eligibility

This Contest is open for subscription for all active prepaid and post-paid categories of BSNL Mobile Subscribers who fulfil the following criteria:

(i) Subscriber must be of or above 18 years of age;

(ii) Subscriber must not be a resident of Telangana state.

(iii) Subscriber must be a resident of any Circles(s) of India as listed under Clause 2 above;

(iv) Subscriber must belong to any one of the Circles mentioned herein;

(v) Subscriber must be an active Subscriber of BSNL Mobile;

(vi) Subscriber must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind;

(vii) Subscriber must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship; and

(viii) For Prepaid Subscribers – Subscribers must have a minimum requisite balance of Rs.5 to be able to subscribe to the Contest during the Contest Period.

For the purposes of these Terms and Conditions, wherever the context so requires "**You**" or "**Your**" shall mean any natural person who is a BSNL Subscriber. Also, by participating in this Contest, You:

i. Agree to the Terms and Conditions mentioned below and give Your consent for the same;
ii. Agree that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and BSNL Mobile or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in this Contest, solely at Your own risk;
iii. Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
iv. Warrant the accuracy, truthfulness and currency of all information that You have submitted; and

(v) Warrant that prior to participating in the Contest, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.

C. The Contest will be available in the below mentioned languages:
Kannada, Malayalam, Telugu, Hindi, English, Bengali, Oriya, Gujarati, Marathi, Punjabi and Tamil.

A Subscriber by participating in the Contest, hereby agrees to the Terms and Conditions mentioned below and gives the Subscriber's irrevocable consent to the process of selecting the winners (defined below) under this Contest as set out herein, and any appropriate changes that may be made to this Contest by the Organizer including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the Organizer, its affiliates and associates or for any reason whatsoever.

Subscribers who are roaming outside their home Circle will not be able to subscribe and play the Contest.

Further, the Subscribers who participate in the Contest and are chosen as winners under each category of gratification in accordance with the winner selection process detailed in these Terms and Conditions will be the registered BSNL Mobile 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 the participant is the Subscriber of the mobile number, the Organizer reserves the right to award the gratification to the next eligible winners or to forfeit the gratification, at its sole discretion.

D. To Subscribe:

A Subscriber can subscribe to the Contest either by:

i. To subscribe to the Contest, BSNL mobile customers have to call 56505050 or press 1.
ii. Once a Subscriber calls 56505050, the system checks if the caller has already subscribed to the contest or not.
iii. If a Subscriber wants to unsubscribe from the contest, then it can be done by calling the toll-free number 155223.

E. Charging:

Once an MSISDN subscribes to the contest, the MSISDN will be charged Rs.5/day. All Subscribers will be allowed to play the Contest daily only after being successfully charged Rs.5 for that day. If the charging is successful, such Subscriber will get a confirmation SMS on the Subscriber's number registered with BSNL Mobile along with the rules, gratifications, Terms

and Conditions URL, and the number on which Subscriber can call and participate in the Contest. If the charging is unsuccessful, the Subscriber will be sent an SMS on the Subscriber's number registered with BSNL Mobile, informing subscribers of such unsuccessful charging.

The above mentioned charges shall be deducted only after seeking Subscriber's double consent for participation in the Contest; immediately after the recharge is done by the Subscriber. The above applicable amount will only be charged post subscription through consent gateway i.e. second/final consent.

E. Contest on Voice

Contest will be available on the toll-free number 56505050 for all Subscribers.

(i) The questions under this Contest shall be based on general information available to the public at large.
(ii) The Subscriber can press 1 for 1st option or 2 for 2nd option on the phone keypad to answer.
(iii) After every question and answer options, a "beep" prompt will be played, post which Subscribers can answer the question.
(iv) For every right answer the Subscriber will get 1 point. There is no negative marking for a wrong answer.
(v) After every right or wrong answer, the Subscriber will be played an appropriate prompt followed by the Subscriber's updated score and the next question and option answers.

The time taken for answering a question is calculated from the time the question, answer and the "beep" prompts finish playing till the time the Subscriber provides an answer by pressing the relevant key.

(i) To listen to a question again Subscribers can press*
(ii) If a Subscriber stops playing the Contest after answering the nth question on any day during the Contest Period, then when the Subscriber calls back on the toll-free number 56505050, the Subscriber will be played the (n+1)th question. If a Subscriber stops playing the Contest without answering the nth question then when the Subscriber calls back on the toll-free number 56505050, the Subscriber will be played the nth question which may be different from what the Subscriber received previously i.e., if a Subscriber listens to the 2nd question but drops the call without answering the 2nd question, then when the Subscriber calls back, the Subscriber will be played the 2nd question which may be different from what the Subscriber received previously.
(iii) The Subscriber will be played the questions one after the other till the Subscriber finishes answering all the questions for the Contest.

G. Selection of successful winners – The selection process of the successful winners for all the gratifications in DHAN DHANA DHAN will be as follows:

(i) Bumper Gratification

(a) The selection for the Bumper Prize will be conducted at the end of the contest.

(b) One MSISDN across all circle-groups* with highest cumulative points, in the least amount of time, during the contest will be selected as the winner of a Bank Gift Card worth yup to Rs 50,000.

(ii) Second Bumper Gratification

(a) The selection for the Second Bumper Prize will be conducted at the end of the contest.

(b) One MSISDN across all circle-groups* with highest cumulative points, in the least amount of time, during the contest will be selected as the winner of a Bank Gift Card worth up to Rs 25,000.

(c) One individual winner irrespective of the MSISDN can win only one of the above prizes.

(iii) Monthly Gratification

(a) The selection for the Monthly Prize will be conducted as per Monthly schedule***.

(b) One MSISDN per Zone groups** with the cumulative score of 50 points, in the least amount of time, in that Month as per the schedule***, will be selected as winner of a Smartphone worth up to Rs 5000.

(c) One MSISDN can win the Monthly prize only once in the contest.

(iv) Weekly prize

(a) The selection for the Weekly Prize will be conducted as per weekly schedule****.

(b) One MSISDN per circle groups* with the cumulative score of 20 points, in the least amount of time, in that week as per the schedule, will be selected as winner of a Mobile Recharge up to rs 500.

(c) One MSISDN can win the Weekly prize only once in the contest.

(d) In the selection of Bumper Prize, Second Bumper Prize, Monthly Prize, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs. 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.

(v) Daily Bumper Gratification

(a) One MSISDN across circle groups* with minimum score of 5 points, on that day, in the least amount of time, is selected as the winner of a Mobile Recharge worth up to Rs 50.

(b) One MSISDN can win this Prize only once in the Contest Period.

(c) In case of a tie in the selection of any of the Daily Bumper Prize and Weekly Prize, the winner will be selected which MSISDN has achieved the score 1st in point of time.

(d) 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.

(e) Apart from the gratification as mentioned herein above, the organizers reserve the right to offer additional gifts if any to participants/subscribers at any time during the contest period.

(vi) Daily Early Bird Gratification

(a) Daily first 15 MSISDNs across all circle groups*, who score 1 point in the contest will be selected as winners of a Mobile Recharge worth up to Rs 20.

(b) One MSISDN can win this prize only once in the contest.

***** Schedule for Circle Groups

Circles
Kerala
Karnataka
AP

Punjab Cluster (Himachal Pradesh , Haryana , Punjab)
Rajasthan
UP East
UP West
Bihar & Jharkhand
Madhya Pradesh & Chhattisgarh
Gujarat
Kolkata Cluster (Kolkata, WB, Assam, NE1, NE2)
Orissa
Maharashtra & Goa
TN
CHN

**Zone Groups

Zone	Circles
East	Bihar & Jharkhand, Kolkata Cluster (Kolkata, WB, Assam, NE1, NE2),Orissa
West	Madhya Pradesh & Chhattisgarh, Gujarat, Maharashtra & Goa
North	Punjab Cluster (Himachal Pradesh , Haryana , Punjab),Rajasthan, UP East, UP West
South	Kerala, Karnataka, AP, TN,CHN

Note: Notwithstanding the foregoing, if the operation of or participation in the Contest 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 Contest. BSNL or OnMobile shall give no further notice in this regard.

*** Monthly Schedule

Monthly Schedule For Gratification		
Week	**From**	**To**
1	17-Oct	15-Nov
2	16-Nov	15-Dec

**** Weekly Schedule

Weekly Schedule For Gratification		
Week	**From**	**To**
1	17-Oct	27-Oct
2	28-Oct	3-Nov
3	4-Nov	10-Nov
4	11-Nov	17-Nov
5	18-Nov	24-Nov
6	25-Nov	1-Dec
7	2-Dec	8-Dec
8	9-Dec	15-Dec

H. All gratifications will be given after deducting various taxes and charges as applicable.

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

J. The list of winners of all gratifications will be announced after the end of the Contest and after all the winner selection, processes are completed.

K. All gratifications offered in this Contest will be sponsored and distributed by the Organizer or any third party.

L. All decisions of the Organizer in respect of all transactions under this Contest, including without limitation the selection of winners and other related transactions shall be final and binding and no correspondence or communication shall be entertained in this regard.

M. All incidental costs, taxes and levies related to the gratification(s), if any, shall be exclusively borne by the winners, including but not limited to ex-showroom price, wealth tax (if any), insurance, road tax and any other taxes applicable by the Central, State or Municipal government.

N. After the selection and validation of the winners of all the gratifications under the Contest, the Winners will be contacted, by calling them on 3 consecutive days on the number of the Winner registered with BSNL Mobile, and will be given further details as to how, when and where they can collect their respective gratifications. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080- 46156661. The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other 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 Contest. The gratifications offered under the Contest 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 Contest. In the event no special event is being conducted by the Organizer, the Winners shall be requested to provide their address to which the gratifications may be sent by Organizer, failing which the gratification shall be forfeited or may be gratified to the next eligible winner at the sole discretion of the Organizers. The gratifications shall, under no circumstance be distributed from the amount charged by OnMobile or BSNL Mobile for playing the Contest. Delivery of gratifications will be subject to the Winners giving the correct address and the Subscriber's availability there. The Winners agree that there shall be no liability on Organizer in the event such message does not reach such Winner on any account for any reason whatsoever. In the event that any of the Winners cannot be reached over phone or through SMS for a period of 3 days from the date of Intimation or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the gratification at its sole discretion.

O. Without prejudice to the foregoing Clause 13, any failure on the part of the Winner under this Contest to comply with directions issued by the Organizer shall entitle the Organizer, at its

discretion, to cancel and forfeit the gratification for the said Winner and the same gratification will be given to the next eligible Winner and this is limited up to 3 Winners. The gratifications shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s) and production of all necessary documents. All costs and expenses for collecting the gratification unless otherwise specified shall be borne solely by the Winners under this Contest and the gratifications shall not be transferable and no request shall be entertained by the Organizer for such transfer.

In the event the gratifications cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the place specified by the Organizer.

P. To be eligible to claim the gratifications under the Contest, the winning MSISDNs have to be active Subscribers of BSNL Mobile at the time of the Winner announcement and the Subscriber must not be a resident of Telangana state.

Q. Subscriber may contact OnMobile at the toll free number at 080- 46156661 TOLL-NUMBER regarding any queries or complaints pertaining to the Quiz between 9.00 AM to 9.00 PM, on all working days except public holidays. Alternatively, You may send an email to contest@onMobile.com which will be answered on working days, between Monday to Friday. All disputes must be addressed by You in writing to OnMobile directly and BSNL Mobile shall not entertain any communication in this regard.

R. GENERAL TERMS AND CONDITIONS

1. By entering the Contest, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages on Your number registered with BSNL Mobile including without limitation daily updates of Your score under the Contest from the Organizer, as it may in its sole and absolute discretion decide.

2. Organizer, BSNL Mobile and their respective affiliates shall be entitled to use, in any manner, the details of the Subscribers including their names, photograph, number registered with BSNL Mobile, address etc. for their sales, marketing and promotional purposes, including the gratifications awarded to them, if any. By participating in the Contest, all Subscribers hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of a Subscriber to other Subscribers unless expressly mentioned herein.

3. By participating in the Contest, Subscribers consent to the following information relating to them to be exchanged between BSNL Mobile, OnMobile and their concerned vendors

and/or published or otherwise communicated to in any media that the Organizer may deem fit, for the purpose of Winner announcement: name, mobile phone number registered with BSNL Mobile, score and/or photograph. The Subscribers also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.

4. Gratification(s) shall not be transferable. Cash alternative for the gratifications may or may not be given at the sole discretion of the Organizer. Mere participation in the Contest shall not entitle a Subscriber to any gratification. No other person or agent can claim the gratification on behalf of the Winner, unless expressly mentioned herein.

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

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

7. A Subscriber shall be considered ineligible to claim a gratification hereunder, if the Subscriber does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in clause 24 herein.

8. All gratifications must be claimed by the winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. The documents required to be submitted along with the claim by the winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law): a. Identity Proof;
9. Address Proof;

10. Photocopy of PAN Card;
11. Letter of compliance with rules and regulations and declarations in the format as may be required by BSNL Mobile or applicable law.

12. Any gratification of value in excess of INR 10,000/- in a year*** will attract deduction of tax at source. Further, all the Winners must furnish a valid Indian PAN Card to claim the gratification amount, or gratification, irrespective of the value of the same, failing which the winners' gratification shall be forfeited, or the gratification shall be rolled over to the next eligible Subscriber, at the sole discretion of the Organizer.

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

14. Neither BSNL Mobile nor OnMobile is responsible nor guarantees the quality of the goods or services being offered as gratifications under this Contest nor is it liable for any defect or deficiency of goods or services so obtained/availed by the Subscribers under this Contest. OnMobile is also not liable for any defect or deficiency in the gratification(s) so offered or availed, by the Subscribers under this Contest. The Subscribers shall not have the right to claim any damages, loss or costs from OnMobile for delay in delivery of the gratification(s) on any grounds whatsoever.

15. Organizer and BSNL Mobile are not liable for any loss or damage of any nature whatsoever if incurred by the Subscribers in connection with the Contest.

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

17. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organizer including, but not limited to, meeting of the Subscriber's requirements or aspirations, failure of network security of any nature on the Facebook link, timeliness, security, the results or reliability of any Contest, or the delivery, quality, quantity, merchantability, delay in time taken or recorded for answering a question during the Contest, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any

transactions effected through the Contest; (b) The Subscribers expressly agree that the Subscriber's participation in the Contest offered by the Organizer is at the Subscribers sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Contest shall be construed to mean the giving of any warranty of any kind by the Organizer.

18. The gratification(s) to the winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the gratification(s) and on production of all such documents/papers as may be required by the Organizer before accepting the delivery of the gratification. Any failure on the part of the winners to comply with directions issued by the Organizer for claim of gratification shall entitle the Organizer to forfeit the gratification(s).

19. The Gratifications shall be handed over by the Organizer on receipt of all the documents as specified in Clause 26 herein, from the winners, required to process the distribution of the different categories of gratification herein.

20. The list of the winners of the Gratifications will be published on www.bsnl.contestzone.in after the end of the Contest.

21. This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of a similar nature.

22. This Contest 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 BSNL Mobile and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor BSNL Mobile shall be liable for any delay or adverse effect caused to this Contest as a result of a Force Majeure Event. OnMobile and/ or BSNL Mobile shall intimate the suspension of this Contest caused as a result of such Force Majeure Event to the Subscribers.

23. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.

24. This Contest is subject to guidelines and directions issued by the Department of Telecommunications (**"DoT"**), Telecom Regulatory Authority of India (**"TRAI**") or any other statutory authority from time to time.

25. Questions and their answers, designed and sourced by OnMobile, are as per their best knowledge and information available in public and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, neither OnMobile nor any third party involved shall have any liability towards any winner.

26. The Organizer and /or BSNL Mobile shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Contest including but not limited to any technical failures in the telephone lines, delay in transmission, delay in time recorded or taken for answering a question, failure of servers or the failure to provide the correct Contest score updates or any mistakes arising out of technical snags. Further, the Organizer shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of BSNL Mobile or the Organizer.

27. Organizer, BSNL Mobile or any of their group entities or affiliates, or 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 nonuse of the gratifications offered in this Contest.

28. BSNL Mobile and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the Terms and Conditions and gratifications at its sole discretion at any time during its validity as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or 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 Subscriber 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 participation in the Contest thereunder will constitute your acceptance of the latest revised Terms and Conditions.

29. The employees and family members of employees of BSNL Mobile and/or OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Contest or win any of the gratifications offered in this Contest.

30. BSNL Mobile and Organizer may assign any or all of their rights under these Terms and Conditions to any of their affiliates, associate companies, subsidiaries or to any third party without consent of the Subscribers or the Subscribers.

31. The Organizer and/or BSNL Mobile reserve 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 Contest. Organizers further reserve the right to disqualify any Subscriber from the Telangana state from winning any gratification. Failure by Organizer or BSNL Mobile to enforce any of its rights at any stage does not constitute a waiver of those rights.

32. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Contest is a violation of the applicable laws and should such an attempt be made, the Organizer and/or BSNL Mobile reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.

33. Organizer and BSNL mobile do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.

34. Organizer's and BSNL Mobile's officials including their directors, officers, partners, employees, consultants, dealers, distributors and agents are under no obligation to render any advice or service to any Subscriber in respect of the Contest.

35. You, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content and all material or content related to the Contest shall remain, at all times, owned by BSNL Mobile, OnMobile and 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/ content on this Website, WAP site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

36. The Subscribers shall indemnify and keep indemnified BSNL Mobile and OnMobile and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which OnMobile or BSNL Mobile may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers under the Terms and Conditions, any failure by the Subscriber participating in this Contest to comply with state law/

ordinances/ central laws as applicable and any third party claim in respect of misuse of any information of a third party. BSNL Mobile and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscriber. The Organizer, BSNL Mobile or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner or any third party, whether in connection with the Contest.

37. Nothing in the Contest shall affect any intellectual property rights of BSNL Mobile or the Organizer or any of their affiliates in any product or service made available on the Website.

38. Apart from the entitlement to the above mentioned gratifications, the winners or their legal heirs, successors and representative will have no other rights or claims against the Organizer.

39. The Subscribers and winners hereby irrevocably authorize Organizer, BSNL Mobile and its subsidiaries to use the data gathered during and/or after the Contest in respect of the Subscriber (including Subscribers name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without BSNL Mobile's brand.

40. The winners' names will be announced as registered in the system of BSNL Mobile.

41. A winner shall not be entitled to the gratification, in case he/ she fails to clear all outstanding dues payable to BSNL Mobile and / or is not an active Subscriber of BSNL Mobile on the date of announcement of the gratification and as on the date of claiming the gratification.

42. This Contest is being made purely on a "best endeavor" basis and participation of eligible Subscribers is voluntary, and subject to acceptance of these Terms and Conditions.

43. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Bangalore in respect of any disputes or any matter arising here from.

44. If a Subscriber ports out of home circle to a new circle during the contest period, will not be eligible for the ported circle bumper gratification if any. Subscribers score accumulated in the home circle where the contest was initially subscribed for, will be considered for the highest scorer selection.

45. 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.