

TERMS AND CONDITIONS OF Recharge Challenge – Season 6

PLEASE READ THESE TERMS & CONDITIONS (“T&C”) CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS CHALLENGE KNOWN AS **Recharge Challenge – Season 6**. BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS **Recharge Challenge – Season 6**, YOU HEREBY ACKNOWLEDGE AND ACCEPT THE CHALLENGE AND THEREBY AGREE ON IRREVOCABLE BASIS, TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS & CONDITIONS, PLEASE DO NOT PARTICIPATE IN THIS CHALLENGE.

1. Terms and Conditions:

The **Recharge Challenge – Season 6** (hereinafter referred to as a “**Challenge**”) is conceptualized, organized and conducted by OnMobile Global Limited having its registered office at Tower #1 94/1C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase-1, Bengaluru, Karnataka 560100 (hereinafter referred to as OnMobile) in association with Vodafone Idea Limited a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Suman Tower, Plot No. 18, Sector – 11, Gandhinagar – 382 011 and its corporate office at 10th Floor, Birla Centurion, Century Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400030.

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

2. Eligibility Criteria to participate:

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

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

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

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

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- d) Subscriber must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind;
- e) 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
- f) Roaming participant is not allowed to play the challenge.
- g) Subscribers post successful subscription to VAS Bundle UL Pack by recharging will be eligible to participate in this Challenge.

Active Subscribers of Idea who fulfills the above eligibility criteria and participate in/register for the Challenge shall hereinafter be referred to as "Participant/s". The employees and family members of the Organizers and of their group companies, affiliates or associate companies shall not be eligible to participate in the Challenge.

By participating in this Challenge, You/Participant:

- a) Warrant that You have read understood and agreed to conform to these Terms and Conditions.
- b) Warrant the accuracy, truthfulness and currency of all information that You have submitted.
- c) You are acting voluntarily, using your own time and resources to participate in the Challenge solely at your own risk.

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

3. Nature of Challenge Procedure and Gratification

The Challenge is available on IVR,

To Play on IVR (Voice) by calling on 552566.

Post recharge on any of the VAS Bundled UL Recharge user will be eligible to play the Challenge.

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

In IVR, the Participant will press "1" for option 1 or press "2" for option 2 on their phone keypad to answer each question of the Challenge.

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To answer questions Participants will have to answer appropriately by Call on 552566, which will be free.

There will be total 560 skill based questions. Participant can play maximum 20 questions in a day. After every answer, the Participant will be given an appropriate response followed by the updated score and given the next question and answer options.

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

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

During the playing of the challenge if a participant drops call, the same day the participant will get the same unanswered question. Post which Participant will receive the nth question and (n+1)th question. If the Participant does not receive question for any reason, the same process as above has to be followed.

(The challenge is available only on IVR).

***Challenge Cycle:

A Challenge Cycle is for 28 days and the participants can participate in one or more Challenge Cycles, based on the validity of recharge pack activated (End of a Challenge Cycle, participant who is having longer validity will be eligible to participate in the next Challenge Cycle without any additional recharge/s). The Gratification may/ will change for each Challenge Cycle.

Note: The participants who scores highest points in the least amount of time are eligible for Bumper Gratification in any of the Challenge during that particular Challenge Cycle.

The points scored in a particular Challenge Cycle will not carry forward for the next 28 days cycle.

e.g.: Participant, who is coming in between any two Challenge Cycles, after finishing the ongoing 28 days cycle, his/her scores for that Cycle will be considered only for the ongoing 28 days cycle gratifications. Then in the next 28 days Challenge Cycle his/her score will start from the beginning and for all new gratifications. Below is the selection criteria for all types of gratification:

- i) Least amount of time **

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ii) Highest Scorer

Criteria	Points criteria	Prize	Selection	Value	Qty
National Bumper Gratification	20 points in least amount of time	Gold Card	National	10,000	1
Circle 1st Gratification	5 points in least amount of time	Bank Card	Circle	2,500	22
Circle 2nd Gratification	1 point in least amount of time	Bank Card	Circle	500	66

A. National Bumper

- i. The selection for the National Bumper Gratification will be conducted after the Challenge ends.
- ii. 1 MSISDN across circles*, with 20 points in the least amount of time, during the Challenge will become eligible for Gold worth up to Rs 10,000.
- iii. The challenger of National Bumper Gratification will not be eligible to win Circle 1st Gratification.

B. Circle 1st Gratification

- i. The selection for the Circle 1st Prize Gratification will be conducted after the challenge ends.
- ii. One MSISDN per Circle Group*, with a score of 5 points in the least amount of time, during the Challenge will become eligible for a Bank Gift Card worth up to Rs 25,00.
- iii. One Individual, irrespective of MSISDNs, can get only one of the above mentioned gratifications.
- iv. In case of a tie in the selection in the National Bumper Gratification and Circle 1st Gratification in 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 tied 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

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taken for tied MSISDNs 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.

C. Circle 2nd Gratification

- i.* The selection for the Circle 2nd Gratification will be conducted after the challenge ends.
- ii.* 3 MSISDNs per Circle Group*, with a score of 1 point in the least amount of time, during the Challenge will become eligible for a Bank Gift Card worth up to Rs 500.
- iii.* In case of a tie in the selection Circle 2nd Gratification the challenger will be selected which MSISDN has achieved the score 1st in point of time. In case of a further tie, all eligible MSISDNs will be gratified.
- iv.* The time taken for answering a question on “Voice” mode, is calculated from the time OnMobile’s system plays beep (after question) till the answer DTMF input received by system. On SMS channel time taken is calculated from the time system pushes the question till the answer input received by system, for the purpose of determining the relevant prizes under this Competition, respectively.

*Circle-group details for winner selection:

Sl no	Circle-Group
1	AP
2	ASSAM
3	BIHAR
4	DELHI
5	GUJARAT
6	HARYANA
7	HP
8	J n K
9	KARNATAKA
10	KERALA
11	KOLKATA
12	MAHARASHTRA
13	MP
14	MUMBAI

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15	NE
16	ORISSA
17	PUNJAB
18	RAJASTHAN
19	TN
20	UP EAST
21	UP WEST
22	WB

We would be using the name of the previous or current challenge winners in the engagement SMS for promotion purpose.

Note: Highest Scorers (including spouse of Highest Scorers and immediate/first blood relatives of Highest Scorers) of previous 3 challenges/challenge organized by OnMobile for Idea who have got a Bumper shall not be eligible for the National Bumper Gratification GOLD CARD under this Challenge. This condition is applicable only for the National Bumper Gratification.

4. Challenge Period and Telecom circles

The Challenge is open for a limited period from 8th November 2018, **00:00:01** hours to 5th December 2018 **23:59:59 hours**, both days inclusive in the following telecom circles ("**Circle(s)**"):

Sl no	Circle
1	AP (excluding Telangana)
2	ASSAM
3	BIHAR
4	DELHI
5	GUJARAT
6	HARYANA
7	HP
8	J n K
9	KARNATAKA
10	KERALA
11	KOLKATA

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12	MAHARASHTRA
13	MP
14	MUMBAI
15	NE
16	ORISSA
17	PUNJAB
18	RAJASTHAN
19	TN
20	UP EAST
21	UP WEST
22	WB

Notwithstanding the foregoing, if the operation of or participation in the Challenge is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Challenge. Organizer/s shall give no further notice in this regard.

5. Applicable Charges

IVR	FREE
SMS	NA
Any Other	NA

* No subscription charges - ₹ 0 for 28 days.

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

7. The Highest Scorer will be contacted/communicated through call/SMS/email for [3] consecutive days from the announcement of Challenge results. The Challenge results will be announced within 60 days. However, in case of any daily /weekly gratification, the communication about the Highest Scorers and the disbursement thereof will be done within 15 working days of the relevant day/relevant week. Failure on the part of Highest Scorers to acknowledge the email/SMS/call as stated herein above or to redeem the gratification at the time of delivery or to accept the gratification will entitle the Organizer to forfeit the

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gratification at its sole discretion or disqualify the Highest Scorer and replace him/her with another eligible participant. If it is noticed that any of the Participant who is selected as the Highest Scorer of the Challenge, is an existing employee of the Organizers or of their group companies/ affiliates/associate companies, then Organizer will forfeit the gratification of such Highest Scorer and will gratify the next eligible Highest Scorer. The names of Highest Scorer will be announced as registered in the system of Idea. The list of the Highest Scorer of the gratification will also be published on the Website.

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

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

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

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

12. By participating in the Challenge, Participants consent to the following information relating to them to be exchanged between Idea, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media as Organizers may deem fit, for the purpose of announcement of Highest Scorers: name, mobile number, score and/or photograph. Organizer may, at their discretion, choose not to disclose the identity of the selected Highest Scorers to other Participants unless expressly mentioned herein. The Participants also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers within India only.

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

14. The e-commerce vouchers/ gift cards have to be redeemed as per the terms & conditions stipulated therein. No requests for reissue or replacement will be entertained for stolen/lost/misplaced/damaged/expired vouchers/ gift cards.

In case of “*Meet And Greet*” as gratification which involves interaction with the celebrity, the Highest Scorer shall maintain proper decorum, discipline and follow the instructions given by the Organizer. Organizer reserves the right to dismiss, remove, expel, evict, disqualify or refuse participation of any Highest Scorer in the ‘Meet and Greet’ session if the Highest Scorer indulges in any activity, conduct or behaviour which brings about/ or would bring about disrepute, disgrace, dishonor, disrespect or embarrassment to the celebrity /event.

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

The e-commerce vouchers have to be redeemed as per the terms & conditions stipulated therein. No requests for reissue or replacement will be entertained for stolen/lost/misplaced/damaged vouchers.

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

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

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

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

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

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

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

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

21. Any Participant providing any incorrect information or concealing/withholding any information from the Organizer with an intent to participate and/or be chosen as the Highest Scorer of the Challenge will automatically be disqualified from receiving any Gratification mentioned in the above table if chosen as the Highest Scorer. Such act of providing incorrect information or concealing/withholding any

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information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Idea number, domicile, payment of outstanding amount to Idea or any other information provided by the Participant, shall entitle the Organizers to disqualify the participant without any further intimation.

22. Apart from the entitlement to the above gratifications, the Highest Scorers or their legal heirs, successors and representative will have no other rights or claims against the Organizers.

23. You shall indemnify and keep indemnified the Organizers and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which the Organizers may incur, pay or become responsible/liable for as a result of your breach or alleged breach of the representations or obligations under the Terms and Conditions hereunder, your failure to comply with applicable law and any third party claim in respect of misuse of any information of a third party.

24. The Organizers and/or their respective affiliates, directors, officers, employees, agents shall not be held responsible and liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, that may be incurred or for any personal loss or injury that may be suffered (including loss of life), by a Participant and/or Highest Scorer and/or any third party, directly or indirectly, by reason of Challenge or the Challenge gratification(s).

The Organizers shall not be responsible for any claims arising out of any failure(s) which is beyond their reasonable control. Without limiting the generality of the foregoing, the Organizers shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Challenge, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through participant's mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.

25. You hereby agree and undertake not to hold the Organizers and/or any of their group entities or affiliates, their respective officers, employees, agents responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Challenge.

26. The gratification shall be handed over by OnMobile on receipt of all the documents from the Highest Scorer required to process the distribution of the gratification.

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27. This Challenge including the gratification thereof cannot be used in conjunction with any alternative offer or promotion of a similar nature.

28. This Challenge is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of the Organizers ("**Force Majeure Event**"). The Organizers shall not be liable for any delay or adverse effect caused to Challenge as a result of a Force Majeure Event. The Organizers shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Participants within reasonable time.

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

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

31. The decision of the Organizers in respect of all transactions under this Challenge including without limitation the selection of the Highest Scorers shall be final and binding. Participant hereby undertakes sole responsibility to check the result link post completion of the Challenge to know the Highest Scorer and to claim the gratification, if any. Post announcement of the Challenge results, if Organizer finds that the declared Highest Scorers are wrong, then Organizer reserves the right to declare the correct Highest Scorers and cancel the gratification of Highest Scorer declared earlier.

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

33. The Organizers reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge or any part thereof including the eligibility criteria, the Terms and Conditions and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Participants. The latest revised version of the Terms and Conditions shall be effective and binding on the Participant from the time of its posting on the Website. You are therefore advised to check the Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Challenge.

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34. The Organizers reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms and Conditions of the Challenge, without giving any prior intimation to such Participant. Failure by the Organizers to enforce any of their rights at any stage does not constitute a waiver of those rights.

35. Any attempt by a Participant to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the Organizers reserve the right to seek damages from any such Participant to the fullest extent permitted by law.

36. The Challenge and these Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the courts in Mumbai, India.

37. The Participants may contact OnMobile at 080-46156661 (toll-number) regarding any queries/complaints pertaining to the Challenge between 9.00 AM to 9.00 PM, on all working days except public holidays. Alternatively, Participants may send an email to contest@onmobile.com which shall be answered on all days except the public holidays. All disputes must be addressed by the Participants in writing to OnMobile, and Idea shall neither be responsible nor shall entertain any communication in this regard.

38. The Organizers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.

39. The officers of the Organizers, including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Challenge.

40. The provisions of this Challenge and any other promotional endeavor may not be used for any commercial purpose by any Participant.

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