

TERMS & CONDITIONS FOR VODAFONE SUPERFAN CONTEST

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS **VODAFONE SUPERFAN CONTEST**. THIS CONTEST IS AN OPTIONAL CONTEST CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED, (HEREINAFTER REFERRED TO AS "**VODAFONE IDEA/VIL**") IN ASSOCIATION WITH STAR INDIA PRIVATE LIMITED ("SIPL" OR "STAR"), A COMPANY INCORPORATED UNDER THE COMPANIES ACT, AND HAVING ITS REGISTERED OFFICE AT STAR INDIA PVT. LTD., STAR HOUSE, URMI ESTATE, 95, GANPATRAOKADAM MARG, LOWER PAREL WEST, MUMBAI – 400013 (HEREINAFTER REFERRED TO AS "ORGANISER").

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO THE SUBSCRIBER/S OF VODAFONE IDEA OF VODAFONE BRAND WHO IS EITHER A POST PAID OR PREPAID SUBSCRIBER INTENDING TO PARTICIPATE IN THE **VODAFONE SUPERFAN CONTEST** (HEREINAFTER "**CONTEST**") DURING THE VODAFONE PREMIER BADMINTON LEAGUE, 2019 ('**PBL MATCH/EVENT**). THE CONTEST SHALL BE LIVE FROM 20nd December, 2018 TO 13th January, 2019, BOTH DAYS INCLUSIVE, (HEREINAFTER REFERRED TO AS "**CONTEST PERIOD**"). THE ELIGIBLE SUBSCRIBER/S PARTICIPATING IN THE CONTEST SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

For the purpose 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 Contest.

1. By participating in the Contest, You acknowledge that You have read, understood, accepted and agreed to be bound by the full set of Terms & Conditions set forth herein. If You do not agree to these Terms & Conditions, then You have no right to participate in the Contest and you should not participate in the Contest.
2. You as Eligible Subscriber of this Contest would ensure that You wouldn't misuse any of the Terms & Conditions of this Contest. For participating in this Contest, You agree to follow the modes as stated in point 7 below and abide by the norms as are mentioned on the official interface and as further stated herein. You may participate in this Contest only as permitted by law and during Your participation in the Contest You are prohibited from any UNLAWFUL, HARASSING, LIBELOUS, OFFENSIVE OR VULGAR behaviour. You are not allowed to insult or harm any person or organization, religion or community through this Contest.
3. **Eligibility:** An Eligible Subscriber shall: (i) be a rightful user having a valid Vodafone connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered in the records of VIL. In the event the user MSISDN number / connection is registered in the name of a company/ firm, the employee who is authorized to

use such MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participating in this Contest and accept the terms applicable herein; and (ii) not have any outstanding dues payable to VIL on account of the mobile connection; and (iii) must be of at least 18 years of age as on the date of the Contest; (iv) be residents and citizens of India who are Subscribers on VIL network and (v) must enter correct information at the time of participation in the Contest through the modes mentioned

4. **Contest Area:** The Contest is valid across all the telecom service areas in India except Jammu & Kashmir Telecom Service Areas. In other words, Subscribers from VIL's Jammu & Kashmir Telecom Service Areas will not be allowed to participate in the Contest. If, in any State and/or territory or part thereof, the running of this Contest is prohibited as per local rules or laws, the Eligible Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Contest. No further notice shall be given by VIL, in this regard.
5. **Commencement Date of Contest:** This is a limited period Contest commencing on 20th December, 2018 at 00:00hrs. on SMS, Facebook and Twitter Contest for all Eligible Subscribers.
6. **End of Contest:** Contest will end on 13th January, 2019 ("End Date") at 11.59pm unless extended by VIL and communicated explicitly.
7. **Modes of entry in the Contest:** An Eligible Subscriber may participate in the Contest through any of the following two modes:
 - a. Eligible Subscriber can SMS <SUPERFAN > <CITY> to 199 (toll free) from their respective Vodafone number; or
 - b. Eligible Subscriber can participate from their Facebook or Twitter accounts by posting/tweeting <SUPERFAN > <Name> <City> <#SmartestMove>
8. **Contest Description:** During the Contest Period, there will be 30 Ties ("Ties" as defined by the organizers of PBL) that would be played across 5 venues and based on the results of the Eligible Subscribers, one subscriber each day shall be selected during the Contest Period. Unless otherwise stated herein, the selection of a VODAFONE SUPERFAN will be conducted by an independent auditor through a computer generated system, subject to the selected Eligible Subscribers answering a question correctly during a call placed by an agency.
9. **Rewards and Benefits:**
 - a) A selected VODAFONE Eligible Subscriber ("SUPERFAN") of the day shall receive a congratulatory letter/email from Vodafone, which will be sent on the said SUPERFAN's email id after receipt of the email id confirmation;

- b) VODAFONE SUPERFAN winner shall have to arrange for his/her own travel arrangement to the city where the Event is scheduled.
- c) VIL will provide accommodation for 1 day (One Room, Double Occupancy), if the travel is more than for 4 hours, to the location of PBL Match, (if applicable), as VIL may construe as appropriate. Any additional expenses related to the accommodation stay of the VODAFONE SUPERFAN will have to be solely borne by VODAFONE SUPERFAN winner. Notwithstanding anything contained in this clause if the VODAFONE SUPERFAN winner is from the city wherein the match is taking place, no accommodation will be provided.
- d) VODAFONE SUPERFAN winners shall obtain at his/her own cost for the relevant health and travel insurance which may be required to be taken.
- e) VIL will provide transportation to and fro, from the winner's stay, in the city where the respective match is being played;
- f) The rewards & benefits does not include items of a personal nature, any additional travel costs not specified therein, any other excursions, travel or accommodation, attractions or trips not outlined in the Itinerary; any other personal or medical costs and travel insurance.
- g) VIL will provide 2 (two) PBL match tickets to attend the designated PBL match ("Event") along with a companion and receive an autographed shuttle box from one of the PBL players at presentation ceremony that may or may not appear live on TV. VODAFONE SUPERFAN may also have a photo opportunity with one of the PBL players;
- h) VIL at its sole discretion may also be gifting a kit to the VODAFONE SUPERFAN containing a tee shirt that the winner is supposed to wear throughout the match, before he/she comes to the location of match.
- i) Apart from the above any other activity with SUPERFAN at the stadium shall be at sole discretion of VIL with prior intimation to the SUPERFAN.

10.10. Selection of Winners: Unless otherwise stated herein, the selection of a VODAFONE SUPERFAN will be conducted by an independent auditor through a computer generated system, subject to the Eligible Subscriber answering a question correctly during a call placed by an agency. Decision of the Agency & Auditors, appointed by VIL in this regard, shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by VIL

The process of selecting the winners would be done by an independent auditor. No dispute, of whatsoever nature, in this respect shall be entertained by VIL. The winners would receive a congratulatory call from Vodafone's outbound calling agent or a call from a representative of the official agency appointed by VIL, which may be recorded, informing about their selection as winner and prizes under Contest. In the said call the selected winners would be informed about the details of the match, venue, date for which the winning Eligible

Subscriber has been selected, since their personal presence shall be required as a VODAFONE SUPERFAN. Further the selected winners would be asked the size of their tee shirt as they would be provided with a tee shirt which they are required to wear throughout the said match. Also the winners' email id, social media handles and identity proof, address proof would be taken on the said call. The winners would need to send their scanned photo on the email id that would be given during the call and the winner authorises Vodafone to suitably insert the said photo on the Vodafone website or Facebook, twitter or any other media as VIL may deem appropriate, at its discretion.

By participating in this 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 and alerts under the current Contest and upcoming Contests from VIL, as it may in its sole and absolute discretion decide.

Abiding rules: VODAFONE SUPERFAN winners agree to abide by all rules and regulation of Vodafone Premier Badminton League, 2019 and shall not use their SUPERFAN status, Rewards and Benefits, VIL's and Vodafone Premier Badminton League's name, logo etc. for any promotional purposes in association with any other brand or company.

11. **Modification:** VIL reserves the right, at their sole discretion, to modify, discontinue or terminate the Contest or to modify these Terms and Conditions, at any time and without prior notice. If VIL modifies these Terms and Conditions, VIL will post the modified terms and conditions on <http://www.vodafone.in/discover/music-videos-and-more/competitions-mumbai> (the "Site"). It has been agreed herein that if You participate in the Contest after the modification of these Terms and Conditions, You are indicating that You agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to you, your only recourse is to either not participate in the Contest or cease participating in the Contest. VIL shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Contest.
12. **Announcement of Winners:** The winners on receiving the congratulatory call pronouncing them as winners of VODAFONE SUPERFAN CONTEST will be required to confirm their acceptance of the Rewards & Benefits, immediately on receiving information about the same, to VIL appointed agency's Outbound Calling agent. Once an Eligible Subscriber participant has been selected as a SUPERFAN, he/she will not be eligible to participate in the Contest subsequently.

VIL reserves the right to replace the winner of VODAFONE SUPERFAN in case of non-receipt of the said confirmation on the spot or non-receipt of any positive response from the said winners during the said congratulatory call. Further if a VODAFONE SUPERFAN post confirmation does not turn up at the match venue, then VIL reserve the right to replace the VODAFONE SUPERFAN with some other winning Eligible Subscriber at VIL's sole discretion. The Eligible Subscribers understand and agree that their Vodafone mobile number shall be available all the times during the Contest Period and in case a SUPERFAN is non-contactable

for any reason whatsoever, he/she shall be solely responsible for his/her rejection and VIL shall not be anyway liable for the same.

You further acknowledge and agree that the name and image of the Vodafone SUPERFANS may be published on the website www.vodafone.in or on VIL'S digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by VIL. The VODAFONE SUPERFAN shall be individually contacted on the respective VIL Number as per VIL's record (the number from which the SMS has been sent OR shared on Twitter OR entered on the website. This Contest is available to Eligible Subscribers who have a valid VIL mobile connection of the Vodafone brand during the Contest Period.

VIL reserves the right to change, suspend, remove, or disable access to the Contest at any time without notice. In no event shall VIL be liable for the removal of or disabling of access to the Contest. VIL may also impose limits on the use of or access to the Contest, in any case and without notice or liability.

You hereby authorize VIL to collect your personal information including name, address and mobile number etc. and social media profiles/handles and share with its partners during the Contest period. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

13. **Contest Suspension:** VIL reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify these Terms & Conditions of the Contest or any part thereof 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 and/or any changes in Vodafone Premier Badminton League, 2019 and/or any change in entitlements to VIL from the Organiser of Premier Badminton League and the same shall be binding on the Eligible Subscriber of this Contest.
14. **Disclaimer and No Warranty:** To the extent you choose to participate in this Contest you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Your access to and participation in the Contest is at your own risk. THE CONTEST IS PROVIDED ON "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VIL EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Specifically, VIL: (i) will have no responsibility for any harm to any devices, including but not limited to your wireless device, or other loss of data, or other harm that results from your access to or participation in the Contest; or (ii) makes no warranty that the Contest will meet your requirements or be available on an uninterrupted, secure, or error-free basis, or that data transmitted will be secure from unauthorized access; or (iii) any delivery, failures relating to the sending or receiving SMS; or (iv) any SPAM generated messages as result of an Eligible

Subscriber accessing the Website; or (v) Organizer/s not receiving or rejecting an SMS; or (vi) any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons; or (vii) other conditions/situations or failures beyond its control. You agree to access to and participation in the Contest only where permitted by law.

15. **Limitation of Liability:** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND PARTICIPATION IN THE CONTEST REMAINS WITH YOU. NEITHER VIL NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT (“PROVIDERS”) WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE CONTEST, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VIL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VIL NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VIL NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE CONTEST. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE CONTEST, OR WITH ANY OF THESE TERMS, OR FEEL VIL HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE CONTEST.

IN NO EVENT WILL VIL'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE CONTEST EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VIL FOR PARTICIPATION IN SUCH CONTEST IN THE TWELVE (12) MONTH TIME PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE ALLEGED CLAIM OR ONE THOUSAND RUPEES (RS 1000). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VIL AND YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT VIL SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

16. **Disqualifications:** Any of the winners of VODAFONE SUPERFAN can be considered as disqualified for the Rewards & Benefits, in case he/she fails to clear all outstanding dues payable to VIL and /or is not a valid/active VIL Subscriber during the Contest Period.

The Rewards /Benefits will be given only to the VODAFONE SUPERFAN in whose name the VIL mobile phone number under the Vodafone brand is registered and it is the VODAFONE SUPERFAN winner's responsibility to produce such document and/or credentials to prove his/her identity and/or credentials at his/her own cost and the same is subject to cross verification by VIL with their documentation received at the time of providing the connection. The VODAFONE SUPERFAN winner of the Contest shall be given the Rewards & Benefits mentioned hereinabove. The Reward / Benefit is non-transferable, non-negotiable and non-assignable in the name of any other person and it shall be subject to income tax, gift tax or any other statutory levies / tax (including withholding taxes) as may be applicable and the VODAFONE SUPERFANs of the respective Rewards & Benefits shall be responsible and liable to pay such taxes, if any.

The Rewards & Benefits will stand withdrawn in case it is found that there are any prohibitory orders, judicial or otherwise against the Eligible Subscriber and/or there are any criminal or other proceedings against the Eligible Subscriber prohibiting them from any travel.

17. **Publicity:** The winners of VODAFONE SUPERFANs hereby irrevocably authorize VIL, that the data gathered during and/or after the Contest in respect of the Eligible Subscriber s (including Eligible Subscriber's name and Photograph etc.) shall be the property of VIL and further VIL shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Vodafone's brand.
18. You agree and understand that the Contest is only for the enjoyment of the Eligible Subscriber and You shall not try or intend to misuse this Contest stated herein. Thereby, You shall not unduly commercialize or resell any of the content made available under this Contest to any third party.
19. The Contest will be conducted under the audit supervision of an independent audit firm.
20. **Indemnity:** The VODAFONE SUPERFAN winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the entire trip including their stay in the city where the respective PBL match will be played, and the VODAFONE SUPERFAN winners hereby indemnify and shall keep indemnified, VIL, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehaviour, misconduct, unlawful acts, actions/inactions etc. of the VODAFONE SUPERFAN winners.

VIL shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the VODAFONE SUPERFAN winners while availing the benefits of the Rewards & Benefits. Further, VIL shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the Rewards & Benefits/s.

You agree to indemnify VIL, its directors, officers, employees, agents and/or its affiliates against all actual claims, liabilities, expenses, costs, loss or damage of whatsoever nature, arising out of or in connection with the breach of these terms and those terms agreed by the Eligible Subscriber including but not limited to those stated in the Customer Application Form ('CAF') / Customer Information Form ('CIF'). In case there are any points or clauses stated herein that contradicts those specifically agreed in the CAF / CIF, then the terms stated in the CAF / CIF shall prevail.

21. **Restrictions:** Employees / Associates / Agents / (including their family members / relatives) of VIL will not be qualified for participating in the Contest. Only one Eligible Subscriber shall be entitled to win VODAFONE SUPERFAN during the entire Contest Period.
22. By participating in the Contest, You confirm to acknowledge and abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to VIL that is made available through the Contest.
23. **Dispute Resolution:** These terms and conditions are governed in accordance with the laws of India. Any dispute / matter arising out of or in relation to the Contest shall be subject to the exclusive jurisdiction of competent court of the area in which such dispute arises.
24. **Force Majeure** – 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 VIL ("Force Majeure Event"). VIL shall be liable for any delay or adverse effect caused to the Eligible Subscribers as a result of a Force Majeure Event. VIL shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Eligible Subscribers.

Name of Vodafone Entity	Respective Circles in which they operate	Circles for which entries from Eligible Subscribers shall be considered for the Promotional Contest(Yes / No)
VIL	Delhi	Yes
	Punjab	Yes
	Haryana	Yes
	Uttar Pradesh East	Yes
	Uttar Pradesh West	Yes
	Himachal Pradesh	Yes

	Jammu Kashmir	NO
	Kolkata	Yes
	West Bengal	Yes
	Bihar	Yes
	Orissa	Yes
	NE	Yes
	MP	Yes
	Assam	Yes
	Rajasthan	Yes
	Gujarat	Yes
	Maharashtra & Goa	Yes
	Andhra Pradesh	Yes
	Karnataka	Yes
	Kerala	Yes
	Chennai	Yes
	Tamil Nadu	Yes
	Mumbai	Yes