

TERMS AND CONDITIONS OF VICTORY ZONE QUIZ

A. Introduction:

- i. 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.
- ii. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS QUIZ KNOWN AS "VICTORY ZONE QUIZ" (HEREINAFTER REFERRED TO AS "**QUIZ**" or "**VICTORY ZONE QUIZ**"). BY PROCEEDING WITH PLAYING THE "VICTORY ZONE QUIZ", 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 "VICTORY ZONE QUIZ".

B. Terms and Conditions:

- i. This Quiz is conceptualized, organized and conducted by OnMobile Global Ltd, 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 (hereinafter referred to as "**OnMobile**" or "**Organizer**"), as a part of Victory Zone.
- ii. The Quiz for **Weekly QUIZ SUB-PACK** is valid and open for a period from 1st April 2019 from 08:00 hrs to 26th May 2019 till 22:00 hrs, both days inclusive, for the active¹ pre-paid as well as post-paid category of Airtel Subscriber(s)² ("**Subscriber(s)**") who have successfully subscribed to the Victory Zone ("**Victory Zone Member(s)**"), in accordance with the subscription process mentioned below (Airtel means Bharti Airtel Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi – 110 070, India (hereinafter referred to as "**Airtel**") and who belong to the following Airtel telecom circles ("**Circle(s)**") of DELHI, UTTAR-PRADESH-WEST, UTTAR PRADESH EAST, JAMMU & KASHMIR, PUNJAB & HARYANA & HIMACHAL PRADESH, ANDHRA-PRADESH (excluding Telangana), KERALA, KARNATAKA, MUMBAI, MAHARASTRA, GUJARAT, MADHYA-PRADESH, RAJASTHAN, KOLKATA & WEST BENGAL, ORISSA, BIHAR, NORTH EAST & ASSAM, TAMIL NADU AND CHENNAI.
- iii. A Victory Zone Member, by subscribing to Victory Zone and/or participating in the Quiz, hereby agrees to the Terms and Conditions mentioned below and gives the subscriber's irrevocable consent to the process of selecting the winning Victory Zone Members as set out herein, and any appropriate changes that may be made to this Quiz 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 Airtel or OnMobile, their respective affiliates and associates or for any other reason.
- iv. For the purposes of these Terms and Conditions, wherever the context so requires "**You**" or "**Your**" shall mean any natural person who is a Victory Zone Member and the terms and conditions of the Victory Zone shall be deemed to be incorporated herein.

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 Quiz under Victory Zone or any other quiz offered by the Organizer and Airtel, jointly.

²Subscriber shall mean the rightful Victory Zone Member of Airtel connection, pre-paid or post-paid, in whose name the mobile phone number ("**MSISDN**") is registered with the operator. In the event the MSISDN or 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 and authorization of the employer duly permitting the employee to use the number for participation in the Quiz, receive the gratification and accept the terms applicable for the Quiz.

- v. The **VICTORY ZONE QUIZZES** are available in English and Hinglish on Short Message Service (“SMS”) and in the below mentioned languages on Interactive voice response (IVR): In English, Hindi, Malayalam, Gujarat, Marathi, Kannada, Telugu, Bengali, Assamese, Oriya and Tamil.
- vi. You agree to the Terms and Conditions mentioned below and give your consent for the same.
- vii. Warrant that you have read, understood and agreed to conform to these Terms and Conditions.
- viii. Warrant the accuracy, truthfulness and currency of all information that you may have submitted.
- ix. Agree that you are entering into this Quiz as an independent party and nothing herein establishes an employer-employee relationship between You and Airtel or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in the Quiz, solely at Your own risk.
- x. Agree, that it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein and the terms and conditions under Victory Zone, prior to participating in the Quiz.
- xi. These Terms and Conditions are available on the website at the following address: <http://airtel.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.
- xii. By subscribing to Victory Zone and/or participating in this Quiz, You indicate Your acknowledgement and acceptance of these Terms and Conditions and the terms and conditions of the Victory Zone.
- xiii. By subscribing to Victory Zone and/or by participating in this quiz, you warrant that you do not reside in the state of Telangana, or where such contests/quiz is otherwise prohibited by law.

C. Procedure and Eligibility to participate:

a) This Quiz is valid for all active Subscribers of Victory Zone who fulfill the following criteria:

- i. VICTORY ZONE QUIZ Member must be of at least 18 years of age;
- ii. VICTORY ZONE QUIZ Member should not be a resident of state of Telangana or any other state or Union Territory where participation in such Quiz is prohibited;
- iii. VICTORY ZONE QUIZ Member must be a resident of India;
- iv. VICTORY ZONE QUIZ Member must be an existing Airtel Subscriber of any of the Circles mentioned herein;
- v. For Prepaid Subscribers-Subscribers must have the requisite balance of Rs.1/- per day, to be eligible to participate in the Quiz for that day;
- vi. VICTORY ZONE QUIZ Member must be an active Subscriber
- vii. VICTORY ZONE QUIZ Member must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- viii. VICTORY ZONE QUIZ Member must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering into any contractual relationship.

b) Further, the VICTORY ZONE QUIZ Members who participate in the Quiz and are chosen as Winners under this Quiz Sub-Pack in accordance with the Winner selection process detailed in these Terms and Conditions will be the registered 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 Victory Zone Member is the Subscriber of the mobile number, the Organizer reserves the right to award the gratification to the next eligible Winner or to forfeit the gratification, at its sole discretion.

D. To Subscribe:

- i. An Airtel Subscriber can subscribe to the VICTORY ZONE QUIZ by following the process described under each relevant Quiz Sub-Pack category.
- ii. Subscription will be open only in the Circles of Airtel mentioned in the relevant Quiz Sub-Pack hereto and the VICTORY ZONE QUIZ Members will not be barred from participating in the Quiz or subscribing to the VICTORY ZONE QUIZ while they are roaming outside their home Circles.
- iii. Once the Subscriber is successfully subscribed as VICTORY ZONE QUIZ Member, Subscriber will get an SMS on the subscriber's MSISDN registered with Airtel, informing the subscriber about the current Quiz or upcoming quizzes/challenges, gratifications to be won and that the current Quiz can be played at the respective price points mentioned in the relevant Quiz Sub-Pack hereto, depending on the balance available on the subscriber's MSISDN registered with Airtel.
- iv. On non-quiz days, the VICTORY ZONE QUIZ Members will not be charged (from the time after the end of one quiz, till the start of the next quiz).
- v. VICTORY ZONE QUIZ Members will be automatically entitled to play all quizzes/challenges launched under all the Sub-Packs as a part of VICTORY ZONE QUIZ.
- vi. The day after the Quiz ends, an SMS will be sent to the MSISDNs of all active Victory Zone Members informing them that the Quiz is closed and to watch out for the next Quiz.

E. Charging:

- i. Subscription charges shall be applicable for the Quiz for Victory Zone Members as detailed at the relevant Sub-Pack hereto.
- ii. All Victory Zone Members, on the first day that Victory Zone Member participates in the Quiz will be sent a success SMS on the subscriber's MSISDN (if the charging is successful) which shall include without limitation the number on which Victory Zone Member can participate in the Quiz, rules, gratifications to be won, Terms and Conditions URL of the Quiz.
- iii. All the Victory Zone Members will be allowed to play the respective number of questions as per the fallback prices in the relevant Quiz Sub-Pack, irrespective of the amount that has been charged on each day. However, for the purpose of Winner selection, correct answers to only those questions shall be considered, which are eligible to be considered, based on the amount charged on a particular day.
- iv. The Victory Zone Members will not be charged for the days on which the Quiz is not being held.

F. Playing / Rules:

- i. The Rules pertaining to each Quiz Sub-Pack is as detailed at each Quiz Sub-Pack.

G. Gratifications and Winner Selection process:

- i. The Winner Selection process and Gratifications are detailed at each Quiz Sub-Pack.

- 1 The Winner selection process detailed at each Quiz Sub-Pack will be conducted using an automated ISO certified Winner selection system.
The gratifications offered under each Quiz Sub-Pack category will be sponsored and distributed by the Organizer or by a designated third party. This Quiz is being made purely on a "best effort" basis and participation of eligible Victory Zone Members is voluntary, and subject to the applicable Terms and Conditions.

- 2 The process of Winner selection for each category of gratification, in accordance with the Winner selection process detailed at each Quiz Sub-Pack will be witnessed by an independent third party auditor (“**Independent Auditor**”) who shall, after the selection of the Winners, certify such process.
- 3 After the selection and validation of the Winners of all the gratifications under the Quiz, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Victory Zone registered with Airtel, and will be given further details as to how, when and where they can collect their respective gratifications. In the event any of the Winners do not answer the calls of the Organizer, an SMS will be sent to 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**”). For the purpose of Intimation, the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., **080-40096344** or 080- 46156661 (Toll-Number) or SMS from 550001. The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other numbers. The gratifications must be claimed by the Winners within 30 days from the date of Intimation to the Winners, failing which, the gratification(s) will be deemed to be forfeited by the Organizer under the respective categories of gratifications. The gratification/s offered under the Quiz 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 Quiz. 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. 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 the Winners cannot be contacted for the aforesaid time periods stated in this clause, on any account for any reason whatsoever. In the event that any of the Winners cannot be reached through SMS or calls 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 or award the gratification to the next eligible Winner at its sole discretion.
- 4 Without prejudice to the foregoing Clause 3.2, any failure on the part of the Winners of the Quiz 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. All costs and expenses for collecting the gratification unless otherwise specified, shall be borne solely by the Winners under the Quiz and the gratification 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. The Organizer and Airtel shall not be responsible for any delay on part of a third party including the courier agency, in delivering the gratification.
- 5 To be eligible to claim the gratification/s under the Quiz, the winning MSISDNs have to be active Subscribers of Airtel during Winner announcement and the Subscriber must not be a resident of Telangana state or any other state/Union Territory where participation in such Quiz is prohibited.

- 6 This Quiz may contain factual references to the names of certain companies, products and individuals. The Organizer and Airtel 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.
- 7 All gratifications offered in this Quiz are subject to availability. Organizer reserves the right to provide alternate models or brands, cash or issue a Bank Gift Card (defined below) for the value of the gratification won under the Quiz, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Card.
- 8 A 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 Gift Card can be used and/or swiped as a credit or debit card in all outlets where debit or credit cards are accepted. The Bank Gift Card is valid for a minimum period of six (6) months from the date of issue to the Winner. The applicable terms and conditions for such Bank Gift Cards shall be the terms and conditions stipulated by the relevant bank.
- 9 Airtel and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as gratifications nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Victory Zone Members under this Quiz.
- 10 The gratification(s) under this Quiz are neither assignable nor transferable under any circumstances. Mere participation in the Quiz shall not entitle a Victory Zone Member to any gratification. No other person or agent can claim the gratification on behalf of the Winner, unless expressly mentioned herein.
- 11 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).
- 12 Any Victory Zone Member providing any incorrect information, concealing or withholding any information from the Organizer with intent to participate and/or win the Quiz will automatically be disqualified from winning 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 Airtel number, domicile, payment of outstanding amount to Airtel or any other information provided by the Victory Zone Member, shall entitle the organizer to disqualify the subscriber without any further intimation.
- 13 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; (b)Photocopy of PAN Card; (c)Address Proof;
- 14 All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), road tax, insurance and any other taxes applicable by the Central, State or Municipal government.
- 15 Any gratification of value in excess of Rs. 10,000/- in a year** will attract deduction of tax at source. Further, all Winners must furnish a valid Indian PAN Card copy to claim the gratification amount, or gratification, irrespective of the value of the same, failing which the Winner's gratification shall be forfeited, or the gratification shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer.

** A Winner earning gratification in excess of Rs. 10,000/- in a year in aggregate from all quizzes 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.

- 16 The list of the Winners of the gratifications will be published on the Website-<http://airtel.contestzone.in> after the completion of the Quiz and after all the Winner selection processes are complete.
- 17 Subscribers hereby agree and confirm that Subscriber is aware that an SMS sent by the Subscriber may not be received by the Organizers instantly due to various factors outside the control of the Organizers such as Network failure or System failure and hereby agrees not to dispute/challenge the delay caused hence. The time for recording of answer shall be the time at which the Organizer receives the answer and not the time at which the Subscriber sends an answer from participant's handset. For example – If a subscriber sends an answer at 2 PM but it was received by Organizers only at 3 PM, then 3 PM will be considered for Winner Selection. The Subscriber undertakes not to challenge the selection process of winner(s) in case of tie in the number of points scored, since the time at which the SMS was received by Organizers will be considered for selecting the winner.
- 18 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 Organizer finds that the declared winners are wrong then organizer reserves the right to declare the correct winners again and cancel the gratification of winners declared earlier.
- 19 All gratifications will be given after deducting various taxes, license fees and charges as applicable. All incidental costs (i.e. costs for collecting gratifications including but not limited to travel from Winner's place of residence to venue, lodging, boarding, food, local transport etc. In case of vehicle/car offered as gratification, taxes/levies related to the gratification, if any, shall be exclusively borne by the Winner, 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.

H. Customer Support:

- i. Victory Zone Members may contact OnMobile 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, Victory Zone Members may send an email to contest@onmobile.com which shall be answered on all working days, between Monday to Sunday. All disputes must be addressed by the Victory Zone Members in writing to OnMobile, and Airtel shall neither be responsible nor shall entertain any communication in this regard.

I. Content:

- i. 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 Quiz shall remain, at all times, owned by OnMobile, Airtel and/or their respective owners. All material and content contained in this Website is made available for Your personal and non-commercial use only. Any

other use of the material or content on this Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

- ii. Questions and their answers, designed or sourced by the Organizer, 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 case there is any discrepancy or dispute regarding the questions or answers, neither the Organizer nor any third party involved shall have any liability towards any Victory Zone Member.

J. Others:

- i. By entering the Quiz, You confirm and agree to receive promotional messages and alerts in relation to the Quizzes as Victory Zone Members, including without limitation daily updates on the score from OnMobile and/or Airtel, as they may in their sole and absolute discretion decide.
- ii. By participating in the Quiz, Victory Zone Members consent to the following information relating to them to be exchanged between Airtel, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer/s may deem fit, for any legal purpose: name, score and/or photograph. The Victory Zone Members 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.
- iii. Subject to any applicable law, all warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by OnMobile and Airtel including, but not limited to, (a) meeting of the Victory Zone Member's requirements or aspirations, timeliness, security, the results or reliability of the Quiz; (b) delay or failure in sending or receiving an SMS; (c) the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, gratifications, benefits or awards acquired or obtained through the Quiz or any transactions effected through the Quiz; (d) by way of and /or on account of this Quiz or for any loss or damage whatsoever that may be suffered; (e) for any personal loss or injury that may be suffered (including loss of life), by a Victory Zone Member and/or any third party, directly or indirectly, by use or non-use of the gratifications offered in this Quiz; and (f); any advice or information whether by representations, oral, written or pictorial derived from the Website or through the Quiz.
- iv. Subscribers hereby agree and confirm that Subscriber is aware that an SMS sent by the Subscriber may not be received by the Organizers instantly due to various factors outside the control of the Organizers such as Network failure or System failure and hereby agrees not to dispute/challenge the delay caused hence. The time for recording of answer shall be the time at which the Organizer receives the answer and not the time at which the Subscriber sends an answer from participant's handset. For example – If a subscriber sends an answer at 2 PM but it was received by Organizers only at 3 PM, then 3 PM will be considered for Winner Selection. The Subscriber undertakes not to challenge the selection process of winner(s) in case of tie in the number of points scored, since the time at which the SMS was received by Organizers will be considered for selecting the winner.
- v. Subscriber hereby agrees and confirms that Subscriber is aware that in case of any delay or any kind of error relating to call connectivity and/ or call drops while playing the Quiz through IVR, due to various factors outside the control of the Organizers such as Network failure or System failure, Subscriber agrees not to dispute/challenge the delay hence caused. The time for recording of answer shall be the time at which the Organizer receives the answer and not the time at which

the Subscriber sends an answer from participant's handset. For example – If a subscriber sends an answer at 2 PM but it was received by Organizers only at 3 PM, then 3 PM will be considered for Winner Selection. The Subscriber undertakes not to challenge the selection process of winner(s) in case of tie in the number of points scored, since the time at which the response was received by Organizers will be considered for selecting the Winner.

- vi. 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 Organizer finds that the declared winners are wrong then organizer reserves the right to declare the correct winners again and cancel the gratification of winners declared earlier.
- vii. The employees and family members of Airtel, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate or win any of the gratifications offered in this Quiz.
- viii. This Quiz cannot be used in conjunction with any alternative offer or promotion which is of similar nature.
- ix. This Quiz is 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 Airtel and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Airtel shall be liable for any delay or adverse effect caused to Victory Zone or this Quiz as a result of a Force Majeure Event. OnMobile and/ or Airtel shall intimate the suspension of Victory Zone or the Quiz, caused as a result of such Force Majeure Event to the Victory Zone Members. Without limiting the generality of the foregoing, neither Airtel nor OnMobile shall be responsible for any claims arising out of technical failures before, during or after the completion of the Quiz including but not limited to any technical failures in the mobile connectivity, any action that has been initiated, actioned or completed through the subscriber's mobile phones, delay in time recorded for answering a question through voice and SMS mode including during the tie-breaker process, failure of servers, failure or any defect in viewing, downloading, using or removing the Content or related URL from their devices, delay or failure in sending or receiving an SMS, the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.
- x. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- xi. This Quiz 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.
- xii. The decision of the Organizer in respect of all transactions under this Quiz including the process of Winner selection shall be final and binding and no requests shall be entertained in this regard for any reason whatsoever.
- xiii. The Victory Zone Members and Winners hereby irrevocably authorize Airtel and its subsidiaries to use the data gathered during and/or after the Quiz in respect of the Victory Zone Member

(including Victory Zone Members name, photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Airtel's brand.

- xiv. Apart from the entitlement to the above gratifications, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organizer, unless otherwise mentioned herein.
- xv. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Victory Zone, so far as the same impact the terms and conditions of subscription to Victory Zone as are specifically provided under the terms and conditions of the Victory Zone, the terms and conditions of the Victory Zone shall prevail. In the event of any such discrepancies impacting the Terms and Conditions of this Quiz, only these Terms and Conditions shall prevail and override the terms and conditions of the Victory Zone.
- xvi. Airtel and OnMobile reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Quiz 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 and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond its control and the same shall be binding on the Victory Zone Members. The latest revised version of the Terms and Conditions shall be effective and binding on the Victory Zone Members 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 the subscription to the Victory Zone.
- xvii. The Organizer and/or Airtel may use sub-contractors or 3rd party vendors or affiliates to execute certain tasks associated with this Quiz.
- xviii. The Organizer and/or Airtel reserves the right, at any time, to unconditionally disqualify any Victory Zone Member who tampers with or who in any way abuses the process or Terms and Conditions, without giving any prior intimation to the Victory Zone Members. Failure by the Organizer or Airtel to enforce any of their rights at any stage does not constitute a waiver of those rights.
- xix. The Victory Zone Members shall indemnify and keep indemnified Airtel 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 Airtel may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Victory Zone Members hereunder; any failure by the Victory Zone Members to comply with applicable law, including without limitation attempting to undermine the legitimate operation of the Quiz; and/or misuse of any information of a third party. Airtel and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Victory Zone Members. The Organizer, Airtel 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, in connection with the Quiz.

- xx. The Organizer and/or Airtel do not make any commitment, express or implied to respond to any feedback, suggestion, advice, service and/or queries of the Victory Zone Members.
- xxi. A Winner shall not be entitled to the gratification, in case he/ she fails to clear all outstanding dues payable to Airtel and / or is not an active Subscriber of Airtel on the date of announcement of the gratification and as on the date of claiming the gratification.
- xxii. The Winners' names will be announced as registered in the system of Airtel.
- xxiii. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Bangalore.
- xxiv. 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 Winner provided, such legal heir shall produce the death certificate and legal heir certificate within 15 days of such intimation by the Organizers.
- xxv. If a Subscriber ports out of home circle to a new circle during the contest period, such Subscriber score for the circle will be considered for eligible Circle gratifications only. However, Subscribers consolidated total score will be considered for across all circle groups gratification of the Contest.

ANNEXURE A

1. Quiz Validity:

- i. The Quiz for Weekly QUIZ SUB-PACK is valid and open for a period from 1st April 2019 00:01 hrs to 26th May 2019 till 23:59 hrs, both days inclusive.

Weekly schedule**

Week	Start Date	End Date
Week 1	01-Apr	07-Apr
Week 2	08-Apr	14-Apr
Week 3	15-Apr	21-Apr
Week 4	22-Apr	28-Apr
Week 5	29-Apr	05-May
Week 6	06-May	12-May
Week 7	13-May	19-May
Week 8	20-May	26-May

- ii. To subscribe, type the keyword 'WEEK' and send the SMS to 550001 Toll-Free for Weekly Quiz or Call the Toll-free number 550001.

- iii. **Un-subscription:** If a VICTORY ZONE Member wants to unsubscribe from WEEKLY QUIZ, then it can be done by typing 'UNSUB WEEK' and sending it as an SMS to 550001 (toll-free) or by calling the toll-free number 155223 (toll-free) or by sending STOP to 155223 (toll-free) as an SMS.
- iv. **Price Points at which the Weekly Quiz can be played:** Once the Subscriber is successfully subscribed as VICTORY ZONE QUIZ Member, Subscriber will get an SMS on the subscriber's MSISDN registered with Airtel, informing the subscriber about the current Quiz or upcoming quizzes/challenges, gratifications to be won and that the current Quiz can be played at the following price point Rs. 10/Week, depending on the balance available on the subscriber's MSISDN registered with Airtel.
- v.

***Classification of Circle-groups and Zones for winner selection & gratification**

Sl. No.	Circle-Group	Zone	Sl. No.	Circle-Group	Zone
1	DELHI	NORTH	11	GUJARAT	WEST
2	UTTAR-PRADESH-WEST	NORTH	12	MADHYA-PRADESH	WEST
3	UTTAR-PRADESH-EAST	NORTH	13	RAJASTHAN	WEST
4	JAMMU & KASHMIR	NORTH	14	WBK – KOLKATA & WESTBENGAL	EAST
5	HHP –HARYANA & HIMACHAL PRADESH	NORTH	15	ORISSA	EAST
6	ANDHRA-PRADESH (excluding Telangana)	SOUTH	16	BIHAR	EAST
7	KERALA	SOUTH	17	NESA – NE & ASSAM	EAST
8	KARNATAKA	SOUTH	18	PUNJAB	NORTH
9	MUMBAI	WEST	19	TAMIL NADU/CHENNNAI	SOUTH
10	MAHARASTRA	WEST			

- vi. Notwithstanding the foregoing, if the operation of or participation in the Quiz is prohibited in any State and/or territory or part thereof as per applicable law, the RECHARGE AND WIN Members from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Quiz. Airtel or OnMobile shall give no further notice in this regard.

2. Charging (Price points including Fall-back pricing):

- i. Subscription charges shall apply as follows:
- Subscribers that do not have Rs10 balance will be charged Rs5
 - Subscribers that do not have Rs5 balance will be charged Rs4
 - Subscribers that do not have Rs4 balance will be charged Rs3
 - Subscribers that do not have Rs3 balance will be charged Rs2
 - Subscribers that do not have Rs2 balance will be charged Re1

- ii. All Victory Zone Members will be charged depending on the balance available on the Subscriber's MSISDN registered with Airtel for that day from 01:00:00³ hours onwards, from the date of commencement of the Quiz or from the day Victory Zone Member subscribes to Victory Zone till the end of the Quiz, or till the day Victory Zone Member unsubscribes from the Victory Zone, whichever happens first, irrespective of whether the Victory Zone Member plays the Quiz or not. The Weekly Charging Amount is charged each week. This Charging Amount will not be refunded to Victory Zone Member under any circumstances. Only Charged users will be allowed to play the Quiz.
- iii. At a regular interval of 15 days, from the date of commencement of the Quiz till its completion, all active Victory Zone Members will be sent a reminder SMS on their MSISDNs registered with Airtel, informing them that they are active on Victory Zone and such SMS shall detail the process of un-subscription from the Victory Zone and the number on which Victory Zone Member can call and re-participate in the Quiz.
- iv. All the Victory Zone Members will be allowed to play the respective number of questions as per the fallback prices below irrespective of the amount that has been charged on each Week. However, for the purpose of Winner selection, correct answers to only those questions shall be considered, which are eligible to be considered, based on the amount charged on a particular Week:
 - a. Subscribers that are charged Rs.10 in a week are eligible for 10 questions of that week.
 - b. Subscribers that are charged Rs.5 in a week are eligible for 5 questions of that week.
 - c. Subscribers that are charged Rs.4 in a week are eligible for 4 questions of that week.
 - d. Subscribers that are charged Rs.3 in a week are eligible for 3 questions of that week.
 - e. Subscribers that are charged Rs.2 in a week are eligible for 2 questions of that week.
 - f. Subscribers that are charged Re.1 in a week are eligible for 1 question of that week.

3. Playing / Rules:

- i. A Victory Zone Member can play only up to 10 questions (with 2 answer options for each question) each Week. There will be a fresh set of questions every Week. All questions are in multiple choice format and the answer to each must be selected from one of the 2 options only.
- ii. The questions under the Quiz shall be based on information available to the public at large.
- iii. After every answer, the Victory Zone Member will be informed if the given answer is right or wrong, followed by the updated score and given the next question and answer options. The Victory Zone Member shall also be informed the total score which shall be based on the days of successful charging (which will consider the charging and score update the day before the previous day).

³The Daily Charging Amount as applicable per Victory Zone Member will be done through an automated charging system, where the system will automatically charge all the existing Victory Zone Member the Daily Charging Amount per day, depending on the available balance on Subscriber MSISDN registered with Airtel.

- iv. For every right answer the Victory Zone Member will get 1 point. There is no negative marking for a wrong answer.
- v. If the Victory Zone Member stops playing the Quiz after answering the nth question then when Victory Zone Member resumes playing on the same day by calling the number 550001 (toll free) or sending the keyword 'WEEKLY' through SMS to 550001 (toll free), Victory Zone Member will be given (n+1)th question. If Victory Zone Member stops playing the Quiz without answering the nth question then when Victory Zone Member resumes playing on the same week, Victory Zone Member will be given the nth question, which may be different than the question received previously.
- vi. Irrespective of whether or not the Victory Zone Member has answered all 10 questions on a particular Week, when Victory Zone Member attempts on the next Week, Victory Zone Member will be provided the first question of that Week.
- vii. The Victory Zone Member will be provided the questions one after the other till Victory Zone Member finishes answering all the questions for that week.
- viii. There will be a black-out time on last day of every week between 11:45 PM and 12:15 AM of the next week. This black-out time will be communicated to all the Victory Zone Members at the time of subscription to Victory Zone. During this black-out period, the Victory Zone Members will not be allowed to play the Quiz. If the Victory Zone Members send responses after 12:15AM, then that will be considered as a response to the 1st question of the new Week and based on the right answer configured for the 1st question of such Week, the response will be sent along with the next question and answer options.
- ix. The selection of the Winner for the Weekly Gratification for each Week of the Quiz will be based only on the points scored by a Victory Zone Member on each week of the Quiz.
- x. If a Victory Zone Member has answered only 9 questions the previous Week and sends the answer to the 10th question the next Week, then that will be considered as the answer to the 1st question of the new Week and response will be sent accordingly if the 1st question has been pushed to the Victory Zone Member.
- xi. Victory Zone Members who are roaming outside their home Circles will not be barred from subscribing to the Victory Zone and/or participating in the Quiz.
- xii. Fall back questions will be charged at Re1/question. If the user is charged on any fall back and has answered the allotted question(s), then the user can answer the remaining question(s) for the Week at Re1 per Question. For example, if user is charged Rs. 5 and has played all 5 questions of the Week, the system will send a prompt for the remaining 5 questions to be charged at Re. 1 per question; the same will apply for all fall backs of Rs. 3, Rs. 2 and Re. 1 respectively.
- xiii. If the user has not played all the allotted questions, then the user is able to play the remaining questions any time within the Quiz period.
- xiv. Upon commencement of the weekly Quiz, user can play the Quiz in subsequent weeks only after successful renewal. For eg. if the user is getting charged on the 5th day of the week, then user can play the Quiz in the following week only after renewal, which will happen on the 5th day of such following week.
- xv. If a Victory Zone Member subscribes to the Quiz after few days of the launch date, then also the Victory Zone Member will be able to play all allotted questions of the Quiz during the remaining Quiz period.

N. Quiz on Call:

- i. All Victory Zone Members can play the Quiz by calling the toll-free number 550001.

- ii. The Victory Zone Members can press 1 for 1st option or 2 for 2nd option on the phone keypad to answer any question.
- iii. Victory Zone Members can press * to listen to a question again.

4. Quiz on SMS:

- i. The Quiz will be available on the toll-free number 550001 for Victory Zone Members.
- ii. All Victory Zone Members can play the Quiz, on the toll-free number 550001, by sending 'WEEKLY' to 550001.
- iii. A Victory Zone Member can play the Quiz either by sending the keyword WEEKLY as an SMS to 550001 to get the question and answer options followed by sending WEEK C or WEEK D or just 'C' or 'D' (without "WEEK") as an SMS to 550001 as their response to the question that Victory Zone Member has last received on that particular day.
- iv. In case a Victory Zone Member experiences a delay in receiving a response or receives no response at all from the system at any time during the Quiz, Victory Zone Member is required to send an SMS with the Quiz keyword WEEKLY to the toll-free number, 550001. The Victory Zone Member should refrain from sending the answer options, 'C' or 'D' in such a situation, as it may be considered as a reply to an unanswered question.

5. Gratifications and Winner Selection process:

1. Weekly Bumper Prize (WEEK 1 to 8)

- i. The selection for the Weekly Bumper Prize winner will be conducted as per weekly schedule**.
- ii. 1 MSISDN across circle groups*, with the minimum cumulative score of 8 points in the least amount of time during that week, will be selected as the winner of Bank Card worth Rs.2000.
- iii. The points scored by an MSISDN from the questions that the MSISDN is entitled to answer in a week, based on that week charged value will only be considered for selection.
- iv. In the selection of the Weekly Bumper Prize in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted on voice 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. 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 the system. On SMS and USSD channel time taken is calculated from the time system pushes the question till the answer input received by the system.
- vi. A Subscriber is eligible to win more than one Prize during the period of the Quiz, which means that he/she can win more than one Prize provided he/she meets the above said criteria of the respective Prizes.

- vii. If a participant plays the Quiz over both the channels (Voice & SMS), his/her score will only be cumulative and not exclusive for each of the channels. ie: if the participant has started playing the Quiz 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 prizes.