

TERMS AND CONDITIONS OF AIRTEL FATAFAT JEETO QUIZ

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS

QUIZ KNOWN AS “**AIRTEL FATAFAT JEETO QUIZ**” (HEREINAFTER REFERRED TO AS “**QUIZ**”). BY PROCEEDING WITH PLAYING THE **FATAFAT JEETO 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 **FATAFAT JEETO QUIZ**.

Terms and Conditions:

1. This **FATAFAT JEETO 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**”) as part of Quiz. The **FATAFAT JEETO QUIZ** is valid and open for a limited period **3rd November 2019 08:00:00 hrs till 1st January 2020 22:00:00 hrs**, both day 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 quiz (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 of DELHI, UTTAR-PRADESH-WEST, UTTAR-PRADESH-EAST, JAMMU & KASHMIR, PUNJAB, HARYANA, HIMACHAL PRADESH, ANDHRA-PRADESH (excluding Telangana state), KERALA, KARNATAKA, MUMBAI, MAHARASTRA, GUJARAT, MADHYA PRADESH, RAJASTHAN, KOLKATA & WEST BENGAL, ORISSA, BIHAR, NORTH EAST & ASSAM, TAMIL NADU and CHENNAI (“**Circle(s)**”).

ONMOBILE AND AIRTEL SHALL HEREINAFTER JOINTLY OR INDIVIDUALLY AS THE CONTEXT MAY REQUIRE BE REFERRED TO AS “**ORGANIZER(S)**”

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

² Subscriber shall mean the rightful user of the Airtel connection, pre-paid or post-paid, in whose name the mobile phone number (“**MSISDN**”) is registered with the operator. In the event the number or connection is registered in the name of a company or firm, the employee who is authorized to use the phone connection 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 gratifications and accept the terms applicable for the Quiz.

A Quiz Member, by subscribing to Quiz and/or participating in the **FATAFAT JEETO QUIZ**, hereby agrees to the Terms and Conditions mentioned below and gives Subscriber's irrevocable consent to the process of selecting the winning Quiz Members as set out herein, and any appropriate changes that may be made to this **FATAFAT JEETO QUIZ** by the Organizer or Airtel 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, its affiliates and associates or for any other reason.

For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who is a Quiz Member and the terms and conditions of the Quiz shall be deemed to be incorporated herein.

The **FATAFAT JEETO QUIZ** is 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 - the Quiz will be called **FATAFAT JEETO QUIZ**.

For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who is a Quiz Member and conditions of the Quiz shall be deemed to be incorporated herein.

Also, by participating in this Quiz, You:

- i. Warrant that You have read, understood and agreed to confirm to these Terms and Conditions.
- ii. Warrant the accuracy, truthfulness and currency of all information that You may have submitted.
- iii. 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 **FATAFAT JEETO QUIZ**, solely at Your own risk.
- iv. Warrant that prior to participating in the **FATAFAT JEETO QUIZ**, 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 Quiz.

These Terms and Conditions are available on the website at the following address: <http://airtel.Quizzzone.in> ("**Website**"). The Terms and Conditions can be amended or varied from time to time or withdrawn, without any prior intimation to You and therefore, please visit the Website periodically to keep Yourself updated and informed.

By subscribing to Quiz and participating in this Quiz, You indicate Your acknowledgement and acceptance of these Terms and Conditions and the terms and conditions of the Quiz.

2. Procedure and Eligibility to participate:

This Quiz is valid for Subscribers who fulfill the following criteria:

- i. Subscriber/ Quiz Member must be of at least 18 years of age;
- ii. Subscriber/ Quiz Member must be a resident of India;
- iii. Subscriber/ Quiz Member must not be a resident of Telangana State.
- iv. Subscriber/ 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 Re. 1 per day, to be eligible to participate in the Quiz for that day;
- vi. Subscriber/ Quiz Member must be a Quiz Member;
- vii. Subscriber/ Quiz Member must be an active Subscriber;
- viii. Subscriber/ Quiz Member must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- ix. Subscriber/ Quiz Member must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

Further, the Quiz Members who participate in the **FATAFAT JEETO QUIZ** and are chosen as winners under each category of gratification in accordance with the winner selection process detailed in these Terms and Conditions will be the registered Quiz Members of the winning mobile phone number and not merely the players using such mobile number ("**Winner(s)**"). If the Winner is not able to provide sufficient evidence to show that Subscriber/ Quiz 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.

3. To Subscribe to Quiz:

A. Airtel Subscriber can subscribe to the Quiz by:

- Typing the keyword 'START' and sending the SMS to 55000 (Toll-Free).
- Calling the (Toll-free) number 55000
 - Once the Subscriber calls 55000, Subscriber/ Quiz Member is asked to press 2 to subscribe. After pressing 2 for double confirmation, Subscribers have to press 5.

- Dialing the Unstructured Supplementary Service Data (“**USSD**”) String *646*3#
 - If the Subscribers dial the USSD string to subscribe, they will receive a confirmation SMS on their MSISDNs registered with Airtel and are required to respond by pressing 1 for double confirmation.
- On subscribing through any of the above mentioned modes, the successful Subscriber will receive an acknowledgement SMS on Subscriber’s MSISDN registered with Airtel telling Subscriber that Subscriber’s subscription request has been accepted.
- Quiz membership is valid until such time as the Subscriber chooses to unsubscribe from the Quiz.
- Once the Subscriber has successfully subscribed, Subscriber/ Quiz Member will get an SMS on Subscriber’s MSISDN registered with Airtel informing Subscriber about the current or upcoming quizzes, gratifications to be won and that the current Quiz can be played at just Rs.5, Rs. 4, Rs. 3, Rs. 2 or Re. 1 per day, depending on the balance available on Subscriber’s MSISDN registered with Airtel.
- On non-quiz days the Quiz Members will not be charged i.e., for the period between the end of one quiz and before the start of the next quiz.
- Quiz Members will be automatically eligible to play all quizzes launched as a part of Quiz.
- If a Quiz Member wants to unsubscribe from the Quiz then it can be done by typing ‘END’ and sending it as an SMS to 55000 (Toll-free) or by calling the toll-free number 543212903/155223 or by sending ‘STOP’ as an SMS to 155223 (toll-free) or dialing USSD string *646*4#. Upon effective un-subscription, an SMS will be sent to the MSISDN of the Quiz Member registered with Airtel, confirming the un-subscription from Quiz.
- The day after the quiz ends, an SMS will be sent to the all active Quiz Members informing them that the quiz is closed and to watch out for the next quiz.
- All existing and new Quiz Members will be sent an SMS on their number registered with Airtel before the launch of a quiz, informing them about the upcoming quiz.
- The SMS will contain the method of unsubscribing from the Quiz.

4. Charging

All existing Quiz Members as on the 1st day of the Quiz and all Airtel active Subscribers who subscribe to the Quiz after the Quiz starts, will be charged Rs. 5- per day (“**Daily Charging Amount**”), depending on the available balance on Subscriber’s MSISDN

registered with Airtel, on that day from 01:00:00 hours onwards³. All Quiz Members will be charged from the 1st day of the Quiz, or the day that Subscriber/ Quiz Member subscribes to the Quiz, till the end of the Quiz, or till the day Subscriber/ Quiz Member unsubscribes from the Quiz, whichever happens first, irrespective of whether the Quiz Member plays the Quiz or not. The Daily Charging Amount is charged each day, irrespective of successful charging or failure the previous day. This Daily Charging Amount will not be refunded to Quiz Member under any circumstances

All Quiz Members, on the first day that Subscriber/ Quiz Member participates in the Quiz will be sent a success SMS on Subscriber's MSISDN (if the charging is successful) which shall include without limitation the number on which Subscriber/ Quiz Member can participate in the Quiz, rules, gratifications to be won, Terms and Conditions URL of the Quiz.

Every 15 days from the date of commencement of the Quiz till its completion, all active Quiz Members will be sent a reminder SMS on their MSISDN's registered with Airtel informing them that they are active on Quiz and such SMS shall detail the process of un-subscription from the Quiz. All Quiz Members will be allowed to play the Quiz each day irrespective of successful charging on each day. If the charging fails for any particular day during the Quiz, the Quiz Member will be allowed to play the Quiz for that day, however the questions attempted by such Quiz Member shall not be considered for the Winner selection process for any of the gratifications under the Quiz for which the Participant is not charged prior to end of the Quiz. All Quiz Members will be allowed to play the Quiz each day irrespective of successful charging for 5 consecutive days during the Quiz period. Post 5 consecutive days of on 0 (zero) balance, Participant will have to be charged for the previous days questions first and then for the current days question will be given and subsequently charged.

On subsequent days, the system will charge all eligible Quiz Member Rs. 5 per day, depending on the available balance on Subscriber's MSISDN registered with Airtel, at 01:00:00 hrs each day of the **FATAFAT JEETO QUIZ** through an automated charging system⁴, irrespective of successful charging or failure the previous day, till the completion of this **FATAFAT JEETO QUIZ** or till the day Subscriber/ Quiz Member unsubscribes from the Quiz, whichever happens earlier. This amount will not be

³ The Daily Charging Amount as applicable per Quiz Member will be done through an automated charging system, where the system will automatically charge all the existing Quiz Member the Daily Charging Amount per day, depending on the available balance on subscriber's number registered with Airtel.

⁴ The daily charging of Rs.5/day, as applicable per Quiz Member will be done through an automated charging system, where the system will automatically charge all the existing Quiz Member Rs.5 per day, depending on the available balance on subscriber's number registered with Airtel. This charging will be done at 01:00:00 hours each day commencing from the launch of the Quiz until the end of the Quiz.

refunded to Quiz Member under any circumstances. All the Quiz Member will be allowed to play all 5 questions of the day, for each day of the Quiz, irrespective of the amount that has been charged for 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 any particular day.

Therefore:

- i. Subscribers that are charged Rs.5 in a day are eligible for 5 question on that day.

The Quiz Members will not be charged for the days on which the Quiz is not being held.

5. Playing Rules:

The FATAFAT JEETO QUIZ consists of a total of 300 questions, with 2 answer options for each question. A Quiz Member can play only up to 5 questions each day. All questions are in Multiple-choice format and the answer to each must be selected from one of the 2 options only. There will be a fresh question every day.

The questions under the FATAFAT JEETO QUIZ shall be based on information available to the public at large.

After every answer, the Quiz 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 Quiz 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).

For every right answer the Quiz Member will get 1 point. There is no negative marking for a wrong answer.

If the Quiz Member stops playing the **FATAFAT JEETO QUIZ** after answering the nth question then when Subscriber/ Quiz Member resumes on the same day by calling the number 55000 (toll free) or sending the keyword 'GET' through SMS to 55000 (toll free), Subscriber/ Quiz Member will be given (n+1)th question. If Quiz Member stops playing the FATAFAT JEETO QUIZ without answering the nth question then when Subscriber/ Quiz Member resumes playing on the same day, Subscriber/ Quiz Member will be given the nth question, which may be different than the question received previously, i.e., if a Quiz Member listens to the 4th question but drops the call without answering the 4th question, then when Subscriber/ Quiz Member calls back on the same day, Subscriber/ Quiz

Member will be played the 4th question of the day, which may be different from what Subscriber/ Quiz Member received previously, similarly if Quiz Member received 4th question as SMS and sends 'GET' then Subscriber/ Quiz Member will get 4th question that may be different from the 4th question Subscriber/ Quiz Member received before.

Irrespective of whether or not the Quiz Member has answered a question on a particular day, when Subscriber/ Quiz Member attempts on the next day, Subscriber/ Quiz Member will be provided the question

If a Quiz Member stops playing the Quiz on voice on any particular day, Subscriber/ Quiz Member may continue playing the remaining questions of that particular day on SMS by sending "GET" as an SMS to 55000 to receive the next question and answer options. If a Quiz Member stops playing the Quiz on SMS, Subscriber/ Quiz Member can resume playing on the same day by calling 55000.

There will be a black-out time for **FATAFAT JEETO QUIZ** every day between 11:45 PM to 12:15 AM. The black-out time will be communicated to all the Quiz Members at the time of subscription to Quiz. During this black-out period, the Quiz Members will not be allowed to play the **FATAFAT JEETO QUIZ**.

The points scored by the Quiz Member in a day will not get carried over to the next day. Subscriber's score will be reset to zero at the start of each day. The selection of the Winner for the Daily Gratification for each day of the Quiz will be based only on the points scored by a Quiz Member for each day of the Quiz.

Quiz Members who are roaming outside their home Circles will not be barred from subscribing to the Quiz and/or participating in the Quiz.

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 his/her 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.

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.

6. On Call:

- i. All Quiz Members can play the **FATAFAT JEETO QUIZ** each day of the Quiz by calling the toll-free number 55000.
- ii. The Quiz Members can press 1 for 1st option or 2 for 2nd option on the phone keypad to answer any question.
- iii. Quiz Member can answer only after the Beep.

Quiz Members can press 8 to listen to a question again.

7. Quiz on SMS:

The **FATAFAT JEETO QUIZ** will be available on the toll-free number 55000 for Quiz Members.

All Quiz Members can play the Quiz, on the toll-free number 55000, by sending 'GET' to 55000.

All active Subscribers of the Quiz can play the Quiz by sending 'GET' as an SMS to the toll-free number 55000,

A Quiz Member can play the Quiz either by sending the keyword "GET" to 55000 to receive the question followed by sending GET 1 or GET 2 or just 1 or 2 as an SMS to 55000 as their response to the question, or by sending a response like GET 1 or GET 2 or just 1 or 2, without the keyword GET, as an answer to the question that Subscriber/ Quiz Member last received on that particular day.

In case a Quiz Member experiences a delay in receiving a response or receives no response at all from the system, at any time during the Quiz period, Subscriber/ Quiz Member is required to SMS the Quiz keyword 'GET' to the toll-free number, 55000. The Quiz Member should refrain from sending the answer options, '1' or '2' in such a situation, as it may be considered as a reply to an unanswered question.

There will be a black-out time of 30 minutes from 11:45 PM to 12:15 AM of the next day. The black-out time will be communicated to the Quiz Members at the time of

subscribing to the Quiz. The Quiz Members will not be allowed to play the Quiz during this black-out time.

If the OnMobile system receives responses like GET 1 or GET 2 or just 1 or 2 after 12.15 am then that will be considered as response to the 1st question of the new day and based on the right answer configured for the 1st question of the day, the response will be sent along with the next question.

8. Quiz Flow on USSD *646*3#

Quiz will be available on *646*3# USSD String for subscribers of the Quiz.

Format of question and answer options will be as mentioned in the below example. Every question will have a pre-question text in set 1 that will introduce Quiz Member to the Quiz E.g.

Q1. What is....?

1) XYZ

2) ABC

Send 1 or 2

Quiz consists of 300 questions, which can be answered by Quiz Members at any time. Once Quiz Member completes Set 1, Subscriber/ Quiz Member will be taken to Set 2 and so on.

All the questions have 2 answer options each and Quiz Members can answer by sending 1 / 2, as a response to the questions.

All subscribers can play up to 5 questions a day. There will be a fresh question every day.

Subscribers with status as "Suspended" will be allowed to play only for 5 consecutive days.

For every right answer the Quiz Member will get 1 point. There is no negative marking for a wrong answer and call-to-action.

After every right/wrong answer, the Quiz Member will be sent USSD message giving Subscriber's score for the day, followed by the next question and call-to-action.

If the Quiz Member gives an invalid input then an SMS is sent saying invalid answer, followed by how to answer.

In case of an invalid USSD input, a random unanswered question is sent to the Quiz Member.

If Quiz Member stops playing after answering the nth question then when Subscriber/ Quiz Member sends dials USSD string again, Subscriber/ Quiz Member will get the (n+1)th question on USSD.

9. Gratifications and Winner Selection process

Prize Model	Criteria	Points	Product	Selection	Value	Total Budget	Effective Budget
Bumper Prize	1 MSISDN	100	Cash Card or Gold or Smartphone	National	10,000	10,000	10,000
Daily Prize	First 300 MSISDN	2	Recharge Coupon Code	National	35	10,500	10,500

Bumper Prize

The selection of the winner for Bumper Prize will be conducted after the quiz ends.

1 MSISDN across all circle groups* with a score of 100 points, in the least amount of time during the quiz period is selected as the winner of Cash Card or Gold or Smartphone worth up to RS 10,000.

Daily Prize – Recharge Coupon

First 300 MSISDN across all circle-groups* with a score of 2 points during the quiz period is selected as the winner of mobile Recharge worth up to Rs 35.

1 MSISDN can win Daily Prize only once in the quiz

In case of a tie in the selection of winners for Bumper in the quiz, the Winner will be the MSISDN that has achieved the relevant score as detailed above, first in point of time, which shall be electronically recorded by an independent system of the Organizer.

All subscribers will be able to answer 5 question every day after successful charging

Questions eligibility based on charging is as follows:

1.Subscribers that are charged Rs.5 in a day are eligible for 5 questions on that day

NOTE: Automated Winner Selection Tool will be used in this challenge.

***Classification of Circle-groups**

S.No.	Circle-Group	Zone	S.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	SOUTH	16	BIHAR	EAST
7	KERALA	SOUTH	17	NESA – NE & ASSAM	EAST
8	KARNATAKA	SOUTH	18	PUNJAB	NORTH
9	MUMBAI	WEST	19	TAMIL NADU/CHENNAI	SOUTH
10	MAHARASTRA	WEST			

**** ZONE Classification**

S.No	Zone	Circle
1	NORTH	DELHI,UTTAR-PRADESH-WEST, UTTAR-PRADESH-EAST, JAMMU & KASHMIR ,HARYANA & HIMACHAL PRADESH, PUNJAB
2	WEST	GUJARAT, MADHYA-PRADESH, RAJASTHAN, MUMBAI, MAHARASTRA
3	SOUTH	ANDHRA-PRADESH, KERALA , KARNATAKA, TAMIL NADU/CHENNAI
4	EAST	KOLKATA & WESTBENGAL, ORISSA. BIHAR, NE & ASSAM

10. Winner Announcement and claiming process

A. Gratification details:

1. With regard to the vehicles which are offered in the Quiz, not exceed the respective prices as detailed in Clause 2.1 above. The winners eligible for such gratifications will be liable to pay all applicable charges over and above the ex-showroom price of the respective vehicles as applicable, which shall include but not be limited to applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the aforementioned gratifications or any other costs or charges which may be levied by the Central, State or Municipal authority or government or any other liabilities related to the respective vehicles.
2. In case the specified model, type of vehicle offered in this Quiz discontinued or not available during or after the Quiz, the Organizer will, at its own discretion, offer another vehicle, as applicable, of the same value which may or may not be of the same brand. If the Winner wants the exact same model or type of vehicle of the same brand, if the price of the respective vehicle increases during or after the Quiz or at the time of gratification distribution or Winner announcement, the Organizer will only pay the value of the vehicle(s) that was during the launch of the Quiz and the Winner has to pay/bear the extra amount. The gratification amount shall be given by way of cheque in the name of the dealer from whom the respective vehicles are being purchased under each category of gratification hereunder.
3. The Gold Cards offered in this Contest hereunder will be organized by OnMobile. The Gold Card may be used by the winner to purchase gold only up to the value specified in the respective Gold Card, irrespective of the rate of conversion of gold at the time of such purchase. The winners shall not have any claims in matters arising from or in connection with the Gold Voucher and shall indemnify and keep indemnified the Organizer, Airtel and the third party issuing the Gold Card. The respective Gold Card may be used only in stores accepting the Gold Card as will be detailed in the Gold Card. You acknowledge and agree that the amount mentioned in the Gold Card may not be fully utilized, subject to change in the rates and related antecedents to such Gold Card; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the gratification money for using the Gold Card at the time of purchase and You shall not claim any reimbursements from the Organizer and/or Airtel. You hereby agree that the Gold Card are at all times subject to

the terms and conditions mentioned in the respective Gold Card and will be applicable to be used only for a limited period as detailed in the respective Gold Card. The Gold Card which may be given to the winner as a gratification shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source (“TDS”) @ 30.99% or as applicable from time to time on the purchase of the Gold. The winner will receive a TDS certificate in respect of the amount of TDS deducted.

4. The Winner Selection process detailed under Clause 2 will be conducted using an automated ISO certified Winner selection system. The gratifications offered in this Quiz 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 Quizes Members is voluntary, and subject to the applicable Terms and Conditions.
5. The process of Winner selection for each category of gratification, in accordance with the Winner selection process detailed in this Quiz will be witnessed by an independent third party auditor (“**Independent Auditor**”) who shall, after the selection of the Winners, certify such process.
6. Without prejudice to the foregoing Clause, 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.
7. To be eligible to claim the gratification/s under the Quiz, the winning MSISDNs have to be active Subscribers of Airtel during Winner announcement
8. 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.
9. 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.
10. 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 6 (six) 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.

11. 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 Quiz Members under this Quiz.
12. The gratification(s) under this Quiz are neither assignable nor transferable under any circumstances. Mere participation in the Quiz shall not entitle a Quiz Member to any gratification. No other person or agent can claim the gratification on behalf of the Winner, unless expressly mentioned herein.
13. 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).
14. Any Quiz Member providing any incorrect information, concealing or withholding any information from the Organizer with an intent to participate and/or win the Quiz will automatically be disqualified from participating in it and winning the different categories of gratifications. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Airtel number, domicile, payment of outstanding amount to Airtel or any other information provided by the Quiz Member, shall entitle the organizer to disqualify Subscriber without any further intimation.
15. 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;
16. TDS will be deducted at source for all/**any gratification** excluding recharges/recharge coupons/discount coupons/gift voucher. 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. ** The winning gratifications (excluding recharges/recharge coupons/discount coupons/gift voucher) will be subject to TDS under the Income Tax Act, 1961.
 - b. The list of the Winners of the gratification 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. Post selection of Winners the results will be uploaded on <http://airtel.contestzone.in> and the Organizer shall also, make 3 attempts over SMS informing the winner, to call on our customer care i.e. 080-40096823 (Toll-Number) between 10AM to 6PM (Monday to Friday). To claim the gratification the winner will have to call Customer care within 7 days from day of intimation. Post which winner will have to submit the documents (required documents mentioned below) within 30 days. It is the responsibility of the Participant to check the result link provided on daily basis post completion of Challenge to know the Winners. And further it is the responsibility of Winners to claim their prize within specified time. The details required for claiming the prize shall be mentioned along with Challenge Winner list.

11. Customer Support:

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

12. Content:

- a. 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, or any information disseminated by SMS or any other means of communication is strictly prohibited.
- b. 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 Quiz Member.

13. Others:

- a. By entering the Quiz, You confirm and agree to receive promotional messages and alerts including without limitation daily updates on the score from OnMobile and/or Airtel, as they may in their sole and absolute discretion decide.
- b. By participating in the Quiz, Quiz 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, mobile phone number(Only last 4 digits), score and/or photograph. The Quiz 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.
- c. 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 Quiz 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 Quiz 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.

- d. The employees and family members of Airtel, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Quiz.
- e. This Quiz cannot be used in conjunction with any alternative offer or promotion which is of similar nature.

- f. This Quiz 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 Airtel and/or OnMobile (“**Force Majeure Event**”). Neither OnMobile nor Airtel shall be liable for any delay or adverse effect caused to Quiz or this Quiz as a result of a Force Majeure Event. OnMobile and/ or Airtel shall intimate the suspension of Quiz or the Quiz, caused as a result of such Force Majeure Event to the Quiz 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 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
- g. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- h. 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.
- i. 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.
- j. The Quiz 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 Quiz Member (including Quiz Members name, photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Airtel’s brand.
- k. Further in case of death of the Winner after being selected as a Winner, the gratification can be claimed by the legal heir of the deceased Winner provided, such legal heir shall produce the death certificate and legal heir certificate within 15 days of such intimation by the Organizers. 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.

- l. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Quiz, so far as the same impact the terms and conditions of subscription to Quiz as are specifically provided under the terms and conditions of the Quiz, the terms and conditions of the Quiz 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 Quiz.
- m. 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 Quiz Members. The latest revised version of the Terms and Conditions shall be effective and binding on the Players

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 Quiz.

- n. The Organizer and/or Airtel may use sub-contractors or 3rd party vendors or affiliates to execute certain tasks associated with this Quiz.

- o. The Organizer and/or Airtel reserves the right, at any time, to unconditionally disqualify any Quiz Member who tampers with or who in any way abuses the process or Terms and Conditions, without giving any prior intimation to the Quiz Members. Failure by the Organizer or Airtel to enforce any of their rights at any stage does not constitute a waiver of those rights.

- p. The Quiz 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 Quiz Members hereunder; any failure by the Quiz 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 Quiz 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.

- q. 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 Quiz Members.
- r. A Winners shall not be entitled to the gratification, in case participant 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.
- s. The Winners' names will be announced as registered in the system of Airtel.
- t. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Bangalore.
- u. Note: Tamil Nadu and Chennai has now been included in Quiz. So subscribers from these two circles are also now included in Quiz to play the quiz.
- v. If a Subscriber ports out of home circle to a new circle during the Quiz 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 Quiz.