

TERMS AND CONDITIONS GOVERNING THE
Sone Ki Diwali Contest

A. INTRODUCTION

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. THIS CHALLENGE IS OPTIONAL FOR THE SUBSCRIBERS OF VODAFONE IDEA LIMITED (**HEREINAFTER REFERRED TO AS “VODAFONE IDEA/VIL”**).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VIL PREPAID SUBSCRIBERS, WHO BEING THE REGISTERED USER OF THE MOBILE APPLICATION OF VIL (VIL APP) DOES PREPAID RECHARGE OF ANY PACK/DENOMINATION THROUGH THE VIL APP DURING THE CHALLENGE PERIOD AND PARTICIPATES IN THE CHALLENGE KNOWN AS **“Sone Ki Diwali Contest” (HEREINAFTER “CHALLENGE”)**.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CHALLENGE. BY PARTICIPATING IN THE CHALLENGE, 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 CHALLENGE.

FOR THE PURPOSES 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 CHALLENGE.

THIS IS A PROMOTIONAL RECHARGE CAMPAIGN WHERE YOU WILL GET ASSURED PRIZE BY SPINNING THE WHEEL AND PLAYING SKILL BASED QUESTIONS.

B. DEFINITIONS

1. “Subscriber” shall mean the rightful user of the VIL mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL. In the event the user number / 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 (NoC) and authorization letter of the employer duly permitting the employee to use the number for subscribing for this Challenge and accept the terms applicable herein.
2. “Active Subscriber” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of VIL on a regular basis for purposes other than to participate in any offer or Challenge offered by VIL.
3. “Circle(s)” shall mean VIL Telecom Service Areas.
4. “Eligible Subscriber” shall mean an Active Subscriber of VIL satisfying the following criteria at the time of participation and during continuation of challenge:-
 - a. He/she must be of at least 18 years of age;
 - b. He/she must be a citizen of India;
 - c. He/she must be an Active Subscriber of VIL across circles;
 - d. Who has downloaded the VIL App and has done any prepaid recharge of any pack / denomination using the VIL App on or during the Challenge Period.
5. “Participant” means Eligible Subscribers who enters the “Spin the Wheel” page and clicks on “Spin” button.

C. CHALLENGE PERIOD

1. This is a limited period Challenge available from 10th November, 2023, 00:00 hours to 14th November, 2023, 23:59 hours, both days inclusive (“Challenge Period”).
2. VIL reserves the right to extend or withdraw the Challenge, as it deems fit.
3. If, in any State and/or territory or part thereof, the running of this Challenge is prohibited as per local rules or laws or requires licenses, the Eligible Subscriber from such State and/or territory or part thereof shall not be eligible to participate in the Challenge. No further notice shall be given by VIL, in this regard.

D. CUSTOMER JOURNEY, CHALLENGE DETAILS AND WINNINGS

1. Participant after successfully completing the recharge transaction, to enter “Spin the Wheel” page and click on “Spin”.
2. Participant to get to Spin the Wheel only once on completion of the recharge. But if you do the recharge more than once within 48 hours, you will not be eligible for one more Spin to get the assured reward/gratification again.
3. Each slice of the wheel will contain 1(one) assured prize.
4. Once the pointer stops on the slice, you shall additionally be required to answer a qualifying skill based question correctly to claim the prize.
5. Questions and their answers are designed/sourced by VIL, as per their best knowledge and information available in public at large and have been collected and framed with reasonable prudence. In the event of any discrepancy / dispute regarding the questions or answers, neither VIL nor any third party involved shall be liable towards any Participant in any manner.
6. There are no charges to participate in the Challenge, but only data charges may apply.
7. The assured prize/gratification will either be Sony LIV Subscriptions or Partner Vouchers or free Data packs.
8. You can claim the prize by following the process below:
 - Eligible Subscriber to do recharge on VIL app during the Offer Period.
 - Once the recharge is done, Eligible Subscriber to click on the banner shown on the Thank You Page and win assured rewards. If the Eligible Subscriber doesn't click on the banner, then he/she can access the same through the VIL app dashboard banner. Eligible Subscriber will be shown a pop up asking to claim their rewards/gratification and he / she will be re-directed to the Rewards Claim page.
 - Eligible Subscribers on completing the recharge as per the above process, shall be entitled for the assured rewards/gratification. The reward entitlement is only once in 48 hours. If you do the recharge more than once within 48 hours, you will not be eligible for the assured reward/gratification again.
 - To claim the assured reward, spin the wheel on the rewards claim page. You will get the assured reward/gratification mentioned in the wheel slice, which may range from e-commerce vouchers, free data, OTT pack. You will have to claim the reward within 48 hours.
 - For partner vouchers
Eligible Subscriber to copy the link details and go to the partner site to avail the coupon code.
 - For Free Data
Eligible Subscriber will receive a pop-up stating Congratulations you have won free data with a claim now CTA. On clicking the claim now, data will be credited in user's account within 6 hours.
9. VIL assumes that the winner of the prize/gratification is a tax resident as per section 6 of the Income Tax Act, 1961.
10. All incidental costs/taxes/levies related to the prize/gratification(s), if any, shall be exclusively borne by the winner. In case the value of any of the prize/gratification received by the winner exceeds INR 10,000 then the recipient of such prize/gratification will have to pay taxes @ 30% as per section 115BB of the Income Tax Act, 1961. Once the taxes are paid by the recipient, he shall provide the declaration in format attached herewith along with the copy of challan evidencing such tax payment.

11. The e-commerce vouchers have to be redeemed by winners as per the terms & conditions stipulated therein. No credit will be available for the unused amount. E-commerce voucher must be redeemed before its expiry date. If the Eligible Subscriber spends over the e-commerce voucher amount, outstanding amount has to be paid by him/her. No requests for reissue or replacement will be entertained for stolen/lost/misplaced/damaged vouchers.
12. All prizes offered in this Challenge are subject to availability. VIL reserves the right to provide alternate prizes of the same value or any lesser value nearest to the original value, for any of the prize/s under different categories mentioned in the Terms and Conditions. Also, no request for any upgradation in the prize offered shall be entertained by VIL. Any failure on the part of the winner under this Challenge to comply with directions issued by VIL shall entitle VIL, at its discretion, to cancel and forfeit the prize for the said winner and the same prize will be given to the next eligible winner.
13. Without prejudice to the foregoing, under no circumstance shall the winners of the Challenge be entitled to redeem any category of prize for cash. VIL, at its sole discretion, shall not provide a cash alternative to any of the prize being offered in this Challenge.
14. VIL shall not be responsible for guarantees or warranties of the quality of the goods being offered as prizes nor is it liable for any defect or deficiency of such goods under this Challenge. Winner further understands that the goods provided as prize may carry manufacturer's guarantee and in case of any deficiency in the goods, winners will contact the manufacturer only.
15. The winner shall not have the right to claim any damages, loss or costs from VIL for delay in delivery of the prize(s) on any grounds whatsoever. VIL will not be liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Challenge.
16. Any winner providing any incorrect information, concealing or withholding any information from VIL with intent to participate and/or win the Challenge will automatically be disqualified from participating in it and winning the different categories of prizes. 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 the VIL number, domicile, payment of all outstanding amount to VIL and/or is not an Active Subscriber of VIL or any other information provided by the Participant during the Challenge Period, shall entitle VIL to disqualify him/her without any further intimation.
17. Apart from the entitlement to the prizes mentioned herein, the winners or their legal heirs, successors or representative will have no other rights or claims against VIL, unless otherwise expressly provided hereunder.
18. In event of the death of the winner, the prize will be given to the legal heirs/successors of the deceased winner at sole discretion of VIL. VIL shall have the rights to call for such documentary evidence of the legal heirs/successors as it deems fit and in case of no documentary proof or evidence of successors legal right to the prize shall be transferred to next eligible winner.
19. The prizes are non-transferrable.
20. MNP will be applicable in case the winner is porting from one circle to another circle within VIL during the Challenge Period while keeping his mobile number same, then he/she shall be considered as eligible for the prize where the number will be registered at the time of winner selecting process.
21. To be eligible to claim the prizes of the Challenge, the winning MSISDNs have to be Active Subscriber of VIL during Challenge Period and at the time of the winner announcement.
22. VIL shall not be liable for any loss or damage of any nature whatsoever if incurred by the winner in connection with the Challenge.

F. MODIFICATION OF TERMS AND CONDITIONS

1. VIL reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify these Terms & Conditions of the Challenge or any part thereof at any time during the Challenge Period and without prior notice to You, including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or statutory changes and for other reasons beyond its control.

2. If VIL modifies these Terms, the latest revised version of the Terms and Conditions shall be effective and binding on the Participants from the time of its posting on its websites or on the VF Play App. You are therefore advised to check the website or the App regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Challenge. Your continued participation in the Challenge will constitute Your acceptance of the latest revised Terms and Conditions.

G. WITHDRAWAL OF CHALLENGE

VIL reserves the right to extend, cancel, discontinue, suspend, disable or prematurely withdraw the Challenge at any time during its validity as may be required in view of business exigencies and/or changes by any regulatory authority and/or statutory changes without any notice to You and the same shall be binding on the Participants.

H. DISCLAIMERS

1. You agree that this Challenge is being made purely on a “best endeavor” basis and subject to acceptance of these Terms and Conditions. Your participation in the Challenge is voluntary and You expressly agree to participate at your sole risk. VIL shall not be responsible for any loss, injury or any other liability to any Participant arising due to participation in the Challenge.
2. To the extent you choose to participate in this Challenge, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold VIL, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner or any Participant or third party, in connection with the Challenge or arising otherwise.
3. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenges including but not limited to any technical failures in the mobile connectivity or on data/Wi-Fi speed.
4. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL. In case if there is a technical failure in the system and Participants are able to play more than what they are eligible to play for each day and crosses the per day limit then VIL has the sole discretion to disqualify the winner and forfeit/recover the prize, forfeit the Challenge or declare the runner up as winner.
5. The Participant shall indemnify and keep indemnified VIL and their officers, directors, employees, and affiliates 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 VIL may incur, pay or become responsible for as a result of breach or alleged breach of the Terms and Conditions.
6. Any attempt by a Participant to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, VIL reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
7. VIL does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
8. VIL and their officials including their directors, officers, partners, employees, consultants and representatives are under no obligation to render any advice of service to any Participant in respect of the Challenge.

I. INTELLECTUAL PROPERTY RIGHTS

1. You, the Participant, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Challenge shall remain, at all times, owned by VIL or its 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/content on this Website, WAP Link or any information disseminated by SMS or any other means of communication is strictly prohibited.

2. Nothing in the Challenge shall affect any intellectual property rights of VIL or any of their affiliates in any product or service made available on the Website.
3. By participating in the Challenge, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to VIL.

I. GENERAL TERMS AND CONDITIONS

1. The employees of VIL and or their group companies, affiliate or associate companies and their relatives/dependents (First blood/Spouse of immediate member) shall not be eligible to participate in this Challenge. If found otherwise, then VIL reserves the right to forfeit the prize.
2. The prizes under this Challenge cannot be used in conjunction with any alternative promotion of a similar nature;
3. Rule Violation: Based on all the above mentioned rules in the Terms and Conditions if any rule is violated due to any technical reason then no extra benefit will be granted to the Participant.
4. Points obtained in this Challenge will be valid for this Challenge only & will not be carry forwarded to new or any other Challenge.
5. All disputes must be addressed by the Participant in writing to VIL directly by sending an email to customercare@vodafoneidea.com.
6. Upon participating in the Challenge, the Subscriber confirms and waives the applicability of rules and regulations of the National Do Not Call Registry to the extent of receiving messages/calls in relation to this Challenge and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Challenge.
7. You agree that You are entering into this Challenge as an independent party and nothing herein establishes an employer-employee relationship between You and VIL and You are acting voluntarily, using Your own time and resources to participate in this Challenge.
8. Force Majeure – This Challenge is subject to force majeure circumstances i.e. any act of God or any circumstance beyond the reasonable control of VIL (“Force Majeure Event”). VIL shall not be liable for any delay or adverse effect caused to the Participants as a result of a Force Majeure Event.
9. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge including but not limited to any technical failures in the telephone lines, delay or failure for answering a question including during the tie-breaker process, any action that has been initiated, actioned or completed through the Subscriber mobile phone, failure of servers or the failure to provide the correct Challenge score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL. In case if there is a technical failure in the system and Participants are able to play the questions more than what they are eligible to play for each day and crosses the per day limit then VIL has the sole discretion to disqualify the winner and forfeit/recover the prize money, forfeit the Challenge or declare the runner up as winner.
10. VIL shall be entitled to use, the details of the Participant/winner such as name, photograph, the prizes awarded to them etc. for their marketing purposes, if any. The Participant/winner also hereby agree to the same. VIL may, at its discretion, choose not to disclose the identity of the Participant/winner to other Participants unless expressly mentioned herein. The Participant/winner also consent to the information

stored in the servers of VIL or its service providers, inside or outside India. Participants'/winner's personal information will be stored and processed in accordance with VIL Privacy Policy.

11. You agree that VIL has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.
12. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form i.e. Enrolment Form filled at time of SIM Activation of Challenge. This Challenge is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
13. This Challenge may contain factual references to the names of certain companies, products and individuals. VIL makes 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.
14. These Terms and Conditions are governed by laws of India and subject to the jurisdiction of the courts in Mumbai, India.

Partner Terms and Conditions

Merchant Name: JAR

Offer 1: Win gold coin worth upto INR 6,300

- This offer cannot be clubbed with any other offer
- The validity of the code is till 31st December 2023
- Amount is capped at the pricing of Rs 6300

User Journey/Steps to Redeem:

- On completion of user's successful recharge on VI, VI will share the unique coupon code with the Lucky Winners via multiple communication channels(Spin, WA, SMS etc)
- Banner/Communication will have a Redirection Link, which will land the user on Download Jar App(Android/Ios)
- User needs to download the Jar App and login via their Mobile number and OTP
- Once logged in, User can click on Hamburger Section and click on promo code section
- Add "COUPON CODE" at the time of checkout and redeem the offer

Redirection Link :

https://protect2.fireeye.com/v1/url?k=4a54e968-15cfd093-4a53b29c-000babff7005-c869ae6fe94a965d&q=1&e=e0228a8b-5a18-4ed7-bf3d-d56cd762c50d&u=https%3A%2F%2Fwww.myjar.app%2F%3Fis_retargeting%3Dtrue%26source_caller%3Dui%26shortlink%3Dvidiwali%26c%3DVI%2520Test_Diwali_Campaign%26pid%3DVI%2520Test_Campaign%26af_xp%3Dcustom%26af_reengagement_window%3D30d

Offer 2: Upto 15% off, capped at value of INR 1500

User Journey/Steps to Redeem:

- On completion of user's successful recharge on VI, All users can avail this offer via Spin the Wheel
- Communication/Banner will have a Redirection Link, which will land the user on Viba's Website
- User needs to login via their Mobile number and OTP
- Once logged in, User can choose the jewellery they want to purchase and add it to cart
- Add "COUPON CODE" at the time of checkout and redeem the offer.

Terms and Conditions:

- This offer cannot be clubbed with any other offer
- The validity of the code is till 31st December 2023
- Above purchase of INR Rs.10,000

Redirection Link : https://protect2.fireeye.com/v1/url?k=7384fb9d-2c1fc266-7383a069-000babff7005-1530fd9cc0228d3f&q=1&e=e0228a8b-5a18-4ed7-bf3d-d56cd762c50d&u=https%3A%2F%2Fwww.myviba.in%2F%3Futm_source%3DVi%2B%28test%29%26utm_medium%3Dpartnerships%26utm_campaign%3Dnovember

Offer 3:

- On completion of user's successful recharge on VI, All users can avail this offer via Spin the Wheel
- Communication/Banner will have a Redirection Link, which will land the user on Download Jar App(Android/Ios)
- User needs to download the Jar App and login via their Mobile number and OTP
- Once logged in, User can click on Invest option and can do a minimum transaction off Rs 50 to avail this offer
- Add "COUPON CODE" at the time of checkout and redeem the offer.

Terms and Conditions:

- This offer cannot be clubbed with any other offer
- The validity of the code is till 31st December 2023
- Minimum transaction to avail this offer is Rs 50

Redirection Link : https://protect2.fireeye.com/v1/url?k=081aca86-5781f37d-081d9172-000babff7005-85d4bb75b175a305&q=1&e=e0228a8b-5a18-4ed7-bf3d-d56cd762c50d&u=https%3A%2F%2Fwww.myjar.app%2F%3Fis_retargeting%3Dtrue%26source_caller%3Dui%26shortlink%3Dvidwali%26c%3DVI%2520Test_Diwali_Campaign%26pid%3DVI%2520Test_Campaign%26af_xp%3Dcustom%26af_reengagement_window%3D30d

Pantaloons:-

Offer 1: Flat 250/- off:

- Use the unique code given and get flat Rs. 250 off on your order from Pantaloons
- on min. purchase of Rs. 250 for Pantaloons Exclusive Branded products only.
- Offer applicable on MRP.
- Offer can't be clubbed with any other offer on www.pantaloons.com.
- Offer is applicable on Pantaloons App only.
- The offer is valid only on following brands - Ajile, Ajile Loungewear, Akkriti, Alto Moda, Annabelle, Bare 7214, Bare Denim, Bare Kids, Bare Leisure, Byford, Candies, Chalk, Chirpie Pie, Dreamz, Forever Glam, Honey, Indus Route, Krishna Mehta for Rangmanch, LIVING SCAPES, Marigold Lane, Pantaloons, PANTALOONS BABY, PANTALOONS JUNIOR, Pantaloons Live safe, People, Poppers, Rangmanch, Rangmanch Plus, Richard Parker, RIG, SF Jeans, Spiritus, Street Armor, Trishaa, Urban Ranger, ZERO FOR PANTALOONS, Anaqa, Coolsters, Talt, Yu, Peregrine.

Re-direction link: <https://pantaloons.onelink.me/MigX/9mkhvyy5>

Offer 2: Flat 350/- off:

- Use the unique code given and get flat Rs. 350 off on your order from Pantaloons on min. purchase of Rs. 350 for Pantaloons Exclusive Branded products only.
- Offer applicable on MRP.
- Offer can't be clubbed with any other offer on www.pantaloons.com.
- Offer is applicable on Pantaloons App only.
- The offer is valid only on following brands - Ajile, Ajile Loungewear, Akkriti, Alto Moda, Annabelle, Bare 7214, Bare Denim, Bare Kids, Bare Leisure, Byford, Candies, Chalk, Chirpie Pie, Dreamz, Forever Glam, Honey, Indus Route, Krishna Mehta for Rangmanch, LIVING SCAPES, Marigold Lane, Pantaloons, PANTALOONS BABY, PANTALOONS JUNIOR, Pantaloons Live safe, People, Poppers, Rangmanch, Rangmanch Plus, Richard Parker, RIG, SF Jeans, Spiritus, Street Armor, Trishaa, Urban Ranger, ZERO FOR PANTALOONS, Anaqa, Coolsters, Talt, Yu, Peregrine.
- Offer is applicable for limited duration only (till 25-Dec-2023)

Re-direction link: <https://pantaloons.onelink.me/MigX/9mkhvyy5>