

## TERMS AND CONDITIONS GOVERNING THE CONTEST

### **"Win Dream Car 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.

THE CONTEST IS AN OPTIONAL CONTEST CONCEPTUALIZED, ORGANIZED AND HOSTED BY ONMOBILE GLOBAL LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT TOWER 1, 94/1 C AND 94/2, VEERASANDRA VILLAGE, ATTIBELE HOBLI, ANEKAL TALUK, ELECTRONIC CITY PHASE 1, BANGALORE - 560 100, INDIA (HEREINAFTER REFERRED TO AS "ONMOBILE") FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE INDIA LIMITED, AND VODAFONE MOBILE SERVICES LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS "VODAFONE INDIA").

ONMOBILE AND VODAFONE INDIA SHALL HEREINAFTER JOINTLY OR INDIVIDUALLY AS THE CONTEXT MAY REQUIRE BE REFERRED TO AS "ORGANIZER(S)"

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE CONTEST KNOWN AS "**Win Dream Car Contest**" DURING THE CONTEST PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS "**Win Dream Car Contest**". BY PARTICIPATING IN THE CONTEST, 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 CONTEST.

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 Contest.

#### **B. DEFINITIONS**

- (1) "**Subscriber**" shall mean the rightful user of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. 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 of the employer duly permitting the employee to use the number for subscribing for this Contest and accept the terms applicable herein.

- (2) “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone India on a regular basis for purposes other than to participate in any offer or Contest offered by Vodafone India.
- (3) “**Eligible Subscriber**” shall mean an Active Subscriber of Vodafone India who has subscribed to the Contest. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Contest –
- (i) Subscriber must be of at least 18 years of age;
  - (ii) Subscriber must be a resident of India;
  - (iii) Subscriber must be an Active Subscriber of Vodafone India;
  - (iv) Subscriber must be a Contest or Pack Member;
  - (v) Subscriber must belong to any of the telecom service circle/s mentioned below;
  - (vi) In case a Subscriber, who is a pre-paid Subscriber, has less than Rs. 5/- balance, the Subscriber will not be able to play the Contest.
  - (vii) Subscriber must not be of an unsound mind; and Subscriber must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
  - (viii) Subscriber must not have been subject of any criminal proceeding;
  - (ix) Should not have ported out of Vodafone during the Contest Period.
  - (x) Subscription will be open only in the herein mentioned Circles of Vodafone India and Subscribers roaming outside their home Circle will be barred from subscribing to the Contest and participating in any Contest thereunder.
  - (xi) Further, the Subscriber who participate in the Contest and get selected as winners of each category of gratifications in accordance with the winner selection process under the Terms and Conditions of the Contest shall be required to be the registered Vodafone India 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 subscriber is the Subscriber of the winning mobile number, Organizer’s reserve the right to award the gratification to the next eligible Winner or to forfeit the gratification, at its sole discretion.

### C. CONTEST PERIOD

- (a) This is a limited period Contest for Eligible Subscribers of Vodafone India, available from **11<sup>th</sup> November, 2017**, 00:00:01 hrs. till **8<sup>th</sup> February 2018**, 23:59:59 hrs., both days inclusive (“**Contest Period**”);
- (b) Organizer’s reserves the right to extend or shorten the Contest Period, as it deems fit.

#### **D. CONTEST AREA**

- (a) The Contest is valid in select Indian cities / telecom service areas as mentioned below -

S.No	*Circle-Groups	Zone
1	ASSAM, NORTH EAST, ORISSA, BIHAR	EAST
2	DELHI, HARYANA, PUNJAB, HIMACHAL PRADESH, JAMMU & KASHMIR	North
3	GUJARAT	West
4	KARNATAKA, ANDHRA PRADESH	South
5	KERALA, CHENNAI/TAMIL NADU	South
6	MAHARASTRA	West
7	MUMBAI, MADHYA PRADESH	West
8	RAJASTHAN	West
9	UTTAR PRADESH EAST & UTTAR PRADESH WEST	North
10	KOLKATA, WEST BENGAL	East

- (i) Notwithstanding the foregoing, if the operation of or participation in the Contest is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Contest. Vodafone India or OnMobile shall give no further notice in this regard.

#### **E. CONTEST DETAILS - ACTIVATION, STEPS AND RESTRICTIONS**

- (a) Subscription to Contest

Subscribers can initiate participation in the Contest by sending the keyword "WIN" to 567899 or alternatively by calling the number 567899 (toll free) or dialling the

Unstructured Supplementary Service Data (“USSD”) string \*567\*2# from a Vodafone number anytime during the Contest Period.

**Please note, the Subscribers can also initiate participation on the Contest by sending the keyword “WIN” to 56703 or alternatively by calling the number 56703 (toll free) or dialling Unstructured Supplementary Service Data (“USSD”) string \*567\*7# from a Vodafone India number after November 20, 2017 until the end of the Contest Period.**

(b) Un-subscription from the Contest

If, Subscriber wish to discontinue participating in the Contest, Subscriber should send STOP as an SMS to the 55677 or alternatively by calling the number 55677 and pressing “1” from a Vodafone number.

(c) Total number of questions:

There are total 750 numbers of questions which will be randomly asked from the Subscriber for the purpose of this Contest

(i) Charging on 567899 & 56703

Sl. No	Channel	Charges	No of question	Key words to answer
1.	IVR	Rs. 5 Per Answer	1	1 or 2
2.	SMS	Rs. 5 Per Answer	1	A or B
3.	USSD	Rs. 5 Per Answer	1	1 or 2
4.	IVR/SMS/USSD	Rs. 5 Per Input	NA	NA

(ii) Contest Flow

**1. Contest on Voice:**

- (a) Subscribers will be informed of the rules, gratifications and Terms and Conditions of the Contest upon subscription.
- (b) After every question and answer options, a “beep” will be played. Subscriber will have to answer by choosing one of the options only after the “beep” is played.
- (c) After every right answer, the Subscriber will be get the Subscriber’s score, followed by the next question and the answer options. After every wrong answer, the Subscriber will be played an appropriate prompt (e.g. “Sorry! That’s a wrong answer”) and given the next question and answer options.
- (d) To listen to a question again Subscribers may press \*.
- (e) If a Subscriber discontinued playing the Contest, then the Subscriber may resume playing by subscribing as per subscription details provided above for subscription. If, a Subscriber

stops playing the Contest after answering the question no. 9 then when the Subscriber calls back, the Subscriber will be played question no. 9 question i.e., if a Subscriber listens to the 9<sup>th</sup> question but drops the call without answering the 9<sup>th</sup> question, then when the Subscriber calls back, the Subscriber will be played the 9<sup>th</sup> question which may be different from what the Subscriber has earlier received.

- (f) If a Subscriber stops playing the Contest after answering the question no. 9, then he /she will be sent a reminder SMS on the Subscriber's number registered with Vodafone India followed by another question and answer options. In case the Subscriber does not answer this question, the Subscriber will be sent 3 reminder SMSs each day with questions and answer options.
- (g) The Contest can be played only once by a Subscriber.

## **2. Contest on SMS:**

- (a) Welcome SMS is sent to that MSISDN of the Subscriber giving details rules, gratifications and Terms and Conditions of the Contest upon subscription. This is followed by the 1<sup>st</sup> question and answer options.
- (b) The time taken for answering a question through the short message service "SMS" mode is calculated from the time the question is generated and pushed to the Subscriber, till the time the answer is received by OnMobile's system. Organizer's does not have any control over delays resulting in the intermediate systems including but not limited to SMS centre, which may or may not be due to technical snags, network problems or system failure or errors, but which are likely to result in delay in the time taken to send/receive the SMS and hence the time recorded for answering the question. Accordingly, time taken to answer a particular question may be more than the time that is clocked in the IVR mode of playing the Contest. The Subscriber agrees and undertakes not to raise disputes due to delay caused in receiving the SMS by Organizer's due to such reasons.
- (c) After every right answer, the Subscriber will be given the Subscriber's score, followed by the next question and the answer options and the process to answer the subsequent question. After every wrong answer the Subscriber will be send an appropriate SMS and given the next question and answer options.
- (d) If a Subscriber discontinued playing the Contest, then the Subscriber may resume playing by Subscribing as per subscription details provided above for subscription. If the Subscriber stops playing the Contest after answering the 9<sup>th</sup> question then the Subscriber has to reply on the last question SMS that has been given to him via SMS channel. 9<sup>th</sup> question SMS will remain same until it is not being answered.
- (e) If the Subscriber does not receive the 9<sup>th</sup> question after answering the 8<sup>th</sup> question, for any reason, then the Subscriber is required to send any keyword/WIN as an SMS to 567899, to receive the 9<sup>th</sup> question on his number registered with Vodafone India.
- (f) The Subscribers may send PT as an SMS to 567899 to check their latest score.

- (g) Every day during the Contest Period, all participating Subscribers will be sent a question in the morning on their numbers registered with Vodafone India, to help them start playing the Contest.
- (h) When user plays during Happy Hours and Special Days, a special intro SMS will be sent informing user about the Happy Hours & Surprise days, the special gratification and how to win the same.

### **3. Contest on USSD:**

- (a) Welcome SMS is sent to that MSISDN of the Subscriber giving detailed rules, gratifications and Terms and Conditions of the Contest upon subscription. This is followed by the 1<sup>st</sup> question and answer options.
- (b) After every right or wrong answer, the Subscriber will be sent a USSD message with right or wrong answer response along with the score details and the next question and answer options.
- (c) In case of an invalid USSD input by the Subscriber, the Subscriber is sent a USSD message informing him/her that the Subscriber's USSD input is invalid and will contain details of how to answer the question correctly. This will be followed by an unanswered question and answer options.
- (d) If Subscriber stops playing after answering the 9th question then when the Subscriber dials USSD string again, the Subscriber will get the 9th question on USSD. If the Subscriber stops playing after answering the 9th question, then the Subscriber can continue playing by dialling USSD string again, to receive the next question and answer options.
- (e) The Subscriber will be given the questions one after the other till the Subscriber finishes answering all the questions. Once the Subscriber answers all the questions, an exit message will be send on USSD to the MSISDN of the Subscriber.

### **(iii) GRATIFICATIONS AND WINNER SELECTION PROCESS**

#### **(1) Bumper Gratification**

- (a) The selection of the winner for the Bumper Gratification will be conducted after the Contest Period.
- (b) One (1) MSISDN across all circle group\* with highest score during the Contest Period, is selected as the winner of Bumper Gratification of a Mahindra KUV100 K2 6 STR worth INR 464,899.
- (c) In the selection of the Bumper Gratification in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the 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.

**(2) Monthly Gratification**

- (a) The selection for the Monthly Gratification will be conducted as per the dates specified in the Monthly Schedule below
- (b) One (1) MSISDN across all circle groups\*, with minimum 25 points, during that month, is selected as the winner of a Gold CARD worth INR 25,000.
- (c) One (1) MSISDN can get the Monthly Gratification only once during the Contest Period.

Monthly Schedule		
Month 1	11-Nov	10-Dec
Month 2	11-Dec	09-Jan
Month 3	10-Jan	08-Feb

- (d) One (1) individual winner, irrespective of MSISDNs, can get any of the above Gratification only once in the Contest Period.
- (e) In the selection of the Monthly Gratification in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the 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.

**(3) Special Saturday Gratification**

- (a) One (1) MSISDN, across all circle groups\*, with score of five (5) points in the least amount of time on the Special Saturday will be selected as the winner of Smart Phone up to INR 10,000.
- (b) One (1) MSISDN can get this gratification only once in the Contest Period.
- (c) In the selection of the Special Saturday Gratification in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the 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.

Special Saturday	
Days	Dates
1	18-Nov

2	25-Nov
3	02-Dec
4	09-Dec
5	16-Dec
6	23-Dec
7	30-Dec
8	06-Jan
9	13-Jan
10	20-Jan
11	27-Jan
12	03-Feb

**(4) Super Tuesday Gratification**

- (a) One (1) MSISDN, across all circle groups\*, with score of five (5) points in the least amount of time on the Super Tuesday\*\*\*\* will be selected as the winner of an LED TV up to INR 10,000.
- (b) One (1) MSISDN can get this prize only once in the Contest Period.
- (c) In the selection of the Super Tuesday Gratification, in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the 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.

Super Tuesday	
Days	Dates
1	21-Nov
2	28-Nov
3	05-Dec
4	12-Dec

5	19-Dec
6	26-Dec
7	02-Jan
8	09-Jan
9	16-Jan
10	23-Jan
11	30-Jan
12	06-Feb

**(5) Happy Hours (Thursday 11 AM to 5 PM)**

- (a) One (1) MSISDN, across all circle groups\*, with the score of three (3) points in the least amount of time during Happy Hours on the day as per schedule, will be selected as the winner of Mobile Recharge worth INR 1,000
- (b) One (1) MSISDN can get this gratification only once in the Contest Period.
- (c) In case of a tie in the score and time taken in the selection of winners of Happy Hours in the Contest, 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.

Days	Dates	Timings
1	Thursday, 16 November 2017	11:00-17:00
2	Thursday, 23 November 2017	11:00-17:00
3	Thursday, 30 November 2017	11:00-17:00
4	Thursday, 07 December 2017	11:00-17:00
5	Thursday, 14 December 2017	11:00-17:00
6	Thursday, 21 December 2017	11:00-17:00
7	Thursday, 28 December 2017	11:00-17:00
8	Thursday, 04 January 2018	11:00-17:00
9	Thursday, 11 January 2018	11:00-17:00
10	Thursday, 18 January 2018	11:00-17:00

11	Thursday, 25 January 2018	11:00-17:00
12	Thursday, 01 February 2018	11:00-17:00

**(6) Christmas and New Year Special Gratification (23<sup>rd</sup> December to 2<sup>nd</sup> January)**

- (a) One (1) MSISDN across all circle groups, with highest score in the least amount of time during the period (23<sup>rd</sup> December to 2<sup>nd</sup> January), will be selected as the winner of
- (b) One (1) MSISDNs across all circle groups\*, with highest score during the period (**23<sup>rd</sup> December to 2<sup>nd</sup> January**) will be selected as the winner of Gold Card worth Rs.25,000.
- (c) One (1) MSISDN can get this gratification only once in the Contest Period.
- (d) In the selection of the **Christmas and New Year** Gratification in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the 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.

**(7) Daily Bumper Gratification**

- (a) One (1) MSISDN across all circle-groups\* with the score of six (6) points, in the least amount of time, on that day, is selected as the winner of Mobile Recharge worth INR 1,000
- (b) The winning MSISDN will be removed from the list of eligible MSISDNs for Daily 1<sup>st</sup> and 2<sup>nd</sup> gratification of that day.
- (c) One (1) MSISDN can win the Daily Bumper Gratification only once in the Contest Period.
- (d) In case of a tie in the score and time taken in the selection of winners of Daily Bumper Gratifications in the Contest, 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.

**(8) Daily 1<sup>st</sup> Gratification**

- (a) One (1) MSISDN per circle-groups\* with the score of four (4) points, in the least amount of time, on that day, is selected as the winner of Mobile Recharge worth INR 5,00
- (b) The winning MSISDN will be removed from the list of eligible MSISDN for Daily 2<sup>nd</sup> gratification of that day.
- (c) One (1) MSISDN can win the Daily 1<sup>st</sup> Gratification only once in the Contest Period.
- (d) In case of a tie in the score and time taken in the selection of winners of Daily 1<sup>st</sup> Gratification in the Contest, 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.

**(9) Daily 2<sup>nd</sup> Gratification**

- (a) Two (2) MSISDNs per circle-groups\* with the score of three (3) points, in the least amount of time, on that day, is selected as the winner of Mobile Recharge worth INR 100.
- (b) One (1) MSISDN can win the Daily 2<sup>nd</sup> Gratification only once in the Contest Period.
- (c) In case of a tie in the score and time taken in the selection of winners of Daily 2<sup>nd</sup> Gratification in the Contest, 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.

**(10) Daily Assured Gratification**

- (a) Daily first five (5) MSISDNs per circle groups\* who answers 2<sup>nd</sup> question of the Contest, will be selected as winners of Mobile Recharge worth INR 50.
- (b) One (1) MSISDN can win this gratification only once in the Contest Period.
- (c) In case of a tie in the score and time taken in the selection of winners of Daily Assured Gratification in the Contest, 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.

**(11) Daily Early Bird**

- (a) **Daily** first 20 MSISDNs per circle groups\* who answers 1<sup>st</sup> question of the Contest will be selected as winners of Mobile Recharge worth INR 30.
- (b) One (1) MSISDN can win this gratification only once in the Contest Period.
- (c) In case of a tie in the score and time taken in the selection of winners of Daily Early Bird Gratification in the Contest, 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.
  - (i) All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent External agency appointed by the Organizer's and decision of Independent External agency shall be final and binding on the Subscriber.
  - (ii) Gratifications will be distributed against production of valid documents evidencing identity of Winners;
  - (iii) Winner will be decided basis above-mentioned method by Organizer's. By subscribing and participating in the Contest the Subscriber agrees to be bound by the winner, selection process adopted by Organizer's & shall not raise any dispute in this regard in any manner whatsoever.

**F. Recourse in Case of Conflict**

- (a) The time taken for answering a question through the "Voice" mode or OBD, SMS, or USSD on a day, is calculated from the time first question is pushed from OnMobile's system to an MSISDN till the time OnMobile's system receives the respective last correct answers from that MSISDN on that day, for the purposes of

determining the relevant gratifications under this Contest, respectively. The total time taken by an MSISDN to provide the correct answers in a day, whether on Voice or OBD or SMS or USSD is used to determine the Winners for the aforementioned gratifications.

- (b) A Subscriber is eligible to win more than one (1) Gratification during the Contest Period, which means that Subscriber can win more than one (1) Gratification provided Subscriber meets the above said criteria of the respective Gratifications.
- (c) If a Subscriber plays the Contest over any of the available channels (IVR, OBD, USSD, & SMS), Subscriber's score will only be cumulative and not exclusive for each of the channels. i.e. if the Subscriber has started playing the Contest on voice and has scored 2 points in 3 questions, if Subscriber drops the call and resumes playing through SMS, Subscriber will be given the 4th question, and if Subscriber answers the question correctly, Subscriber's score will be 3. And this will be the score that will be considered for the Winner selection for all the gratifications.

#### **G. MODIFICATION OF TERMS AND CONDITIONS**

- (a) Organizer's reserve the right, at their sole discretion, to modify these Terms & Conditions of the Contest or any part thereof at any time during the Contest Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Subscribers participating in this Contest.
- (b) If Organizers modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Contest. Your continued participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.

#### **H. WITHDRAWAL OF CONTEST**

- (a) Organizer's reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Contest at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the Subscribers.

#### **I. DISCLAIMERS**

1. You agree that this Contest is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation in the Contest is voluntary and You expressly agree to participate at Your sole risk. Organizers shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Contest.

2. Organizer's makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Contest and/or any delay or failure to participate in the Contest due to technical, network or other problems. To the extent You choose to participate in this Contest, 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 Vodafone India and OnMobile, 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 subscriber or third party, in connection with the Contest or arising otherwise.
3. Vodafone India reserves the right to change, suspend, remove, or disable access to the Contest at any time without notice. In no event will Organizer's be liable for the removal of or disabling of access to the Contest. Vodafone India may also impose limits on the use of or access to the Contest, in any case and without notice or liability. Under this Contest, Vodafone India's responsibility shall only be limited in providing Telecom Service on Vodafone India's network for Eligible Subscribers participating in this Contest.
4. Any claims, issues, damages or losses with regards to the quality or functionality of the gratifications awarded under this Contest will be the sole liability of the manufacturers, providers or dealers of the said gratifications. Vodafone India and OnMobile will not have any responsibility related to the same and will not entertain any query or complaint of the Subscribers.
5. You shall indemnify and keep indemnified Vodafone India and OnMobile, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Organizer's may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

**J. GENERAL TERMS AND CONDITIONS**

1. By participating in this Contest, You confirm that You have read understood and agreed to conform to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that You have submitted while participating in the Contest;
2. This awards under this Contest cannot be used in conjunction with any alternative award or promotion of a similar nature;
3. By participating in this Contest, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive

promotional messages and alerts under the current Contest and upcoming Contest from Vodafone India, as it may in its sole and absolute discretion decide.

4. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.
5. **Force Majeure** – This Contest 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 Organizer's ("Force Majeure Event"). Organizer's shall not be liable for any delay or adverse effect caused to Subscribers as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Subscribers.
6. This Contest 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.
7. Failure by Organizer's to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person including a Subscriber.
8. Subscriber may contact the OnMobile customer care regarding any queries, complaints, disputes pertaining to the Contest by calling 08049080661 during Monday to Friday except public holidays (9:00 AM to 9:00 PM) or alternatively Subscriber may choose to send an email to [contest@onmobile.com](mailto:contest@onmobile.com)
9. You hereby authorize Organizer's to collect Your personal information including name, address and mobile number, photograph and share with its partners so as to enable You to participate in this Contest. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
10. You agree that Vodafone India and OnMobile 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.
11. By participating in the Contest, 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 Contest shall remain, at all times, owned by OnMobile, Vodafone India 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, or any information disseminated by SMS or any other means of communication are strictly prohibited.
12. By participating in the Contest, You confirm that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and Organizer's and You are acting voluntarily, using

Your own time and resources to participate in this Contest, solely at Your own risk.

13. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
14. The Subscriber shall not have the right to claim any damages, loss or costs from the Organizer's for delay in delivery of the gratification(s) on any grounds whatsoever. Vodafone India and/or OnMobile are neither responsible nor guarantee the quality or functionality of the goods or services being offered as gratification/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Contest. OnMobile and/or Vodafone India are also not liable for any defect or deficiency in the gratification(s) so offered or availed by the Subscribers under this Contest.
15. The gratification(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents or papers as may be required by the Organizer's before accepting the delivery of the gratification.
16. The Organizer's at their sole discretion will not provide a cash alternative to any of the gratifications being offered in this Contest.
17. The Gold Voucher offered hereunder will be organized by OnMobile. The Gold Voucher may be used by the Winner to purchase gold only up to the value specified in the respective Gold Voucher, 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's and the third party issuing the Gold Voucher. The respective Gold Voucher may be used only in stores accepting the Gold Voucher as will be detailed in the Gold Voucher. You acknowledge and agree that the amount mentioned in the Gold Voucher may not be fully utilized, subject to change in the rates and related antecedents to such Gold Voucher; 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 Voucher at the time of purchase and You shall not claim any reimbursements from the Organizer's. You hereby agree that the Gold Voucher are at all times subject to the terms and conditions mentioned in the respective Gold Voucher and will be applicable to only for a limited period as detailed in the respective Gold Voucher. The Gold Voucher 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 and applicable Goods and Services Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and a

statement showing the value of the gold. In case the specified electronic gadget offered as gratification in this Contest is discontinued or not available during or after the Contest, the Organizer's shall at its own discretion offer another phone of the similar value, which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the Monthly Gratification that he is eligible to in this Contest and if the price of the phone increase during or after the Contest or at the time of gratification distribution/Winner announcement period, the Organizer's will only pay the value of the phone that was during the launch of the Contest and the Winner has to pay or bear the extra amount. The gratification amount shall be given by way of cheque in the name of the dealer from whom the phone is being purchased.

18. Questions and their answers are sourced by OnMobile, 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 the event of any discrepancy and/ or dispute regarding the questions or answers, OnMobile, Vodafone India and/or any third party involved shall be liable towards any Subscriber in any manner.
19. Organizer's or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the gratifications offered in this Contest.
20. The Organizer's reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest 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, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscribers from the time of its posting on the Website. You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Contest. Your continued participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.
21. The employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Contest.
22. The Organizer's reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Contest.
23. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content and Website, and all material or content related to the Contest shall remain, at all times, owned by OnMobile, Vodafone India 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 and/or content on this Website and/ or any information disseminated by SMS or any other means of communication strictly prohibited.

24. These Terms and Conditions are subject to laws of India and Courts at Mumbai shall have exclusive jurisdiction.
25. With regard to the Gratification/ gratifications related to vehicle, the Winner will be eligible for the on-road price of such gratification. The Winners eligible for such gratifications will not be liable to pay any applicable charges over and above the on-road price of the respective vehicle as applicable, but shall be liable to pay applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the afore-mentioned gratification. The ex-showroom value of the prize offered in this Contest shall not exceed the actual budget. In case the specified model, type of the vehicle offered in this Contest as a gratification, which is discontinued or not available during or after the Contest Period, the Organizer shall at its own discretion offer another vehicle of the same value which may or may not be of the same brand. If the Winner wants the exact same model/ type of the same brand mentioned in the gratification of this Contest and if the price of the vehicle increases during or after the Contest or at the time of prize distribution or Winner announcement period, the Organizer will only pay the value of the vehicle that was during the launch of the Contest and the Winner has to pay or bear the extra amount. The prize amount shall be given by way of cheque in the name of the dealer or a Letter of Credit from whom the vehicle is being purchased. . The colour of the vehicle shall be strictly as per availability.
26. 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's find that the declared winners are wrong then Organizer's reserves the right to declare the correct winners again and cancel the gratification of winners declared earlier.
27. After the selection and validation of the Winners of all the gratifications under this Contest, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Winner(s) registered with Vodafone India, and will be given further details as to how, when and where they can redeem their respective gratifications. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e. 080-67186344 or 080-49080661. The Organizers shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. In the event the Winners do not answer the calls of the Organizer, an SMS will be sent to the MSISDN of 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"). The gratifications must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the gratification(s) will be deemed to be forfeited by the Organizer, under the respective categories under the Contest.

28. Vodafone India and Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the Contest Pack Members.