

TERMS AND CONDITIONS GOVERNING THE CONTEST

Play For Gold Competition

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 SKILL BASED 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 “ELIGIBLE SUBSCRIBER” DURING THE CONTEST PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “ Play For Gold Competition ”. 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 belong to any of the telecom service circle/s mentioned below;
 - (v) 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.
 - (vi) 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.
 - (vii) Subscriber must not have been subject of any criminal proceeding;
 - (viii) Should not have ported out of Vodafone during the Contest period.
 - (ix) 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.
 - (x) Further, the Subscriber who participate in the Contest and get selected as Winner/s 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, Organizers reserve the right to award the gratification to the next eligible Winner or to forfeit the gratification, at its sole discretion.
 - (xi) The users who have done TOPUP of Rs 40, Rs50 and Rs 100 Denomination in the mentioned circles and whose mobile numbers are available in the file shared by VODAFONE to OnMobile will be engaged daily via SMS and OBD.
 - (xii) Subscriber must have done recharge of any Top Ups of Rs50 denomination (“Applicable Packs”) on or before 23:59Hrs 5th July 2018. For any recharge

done after 00:00 hours of 00:00Hrs 6th July 2018 Subscriber shall not be allowed to participate.

- (xiii) Also, Rs 40 and Rs100 denomination (“Applicable Packs”) added from 00:00 Hrs 11th May 2018 on or before 23:59Hrs 5th July 2018. For any recharge done after 00:00 hours of 00:00Hrs 6th July 2018 Subscriber shall not be allowed to participate. And these users will be eligible for the gratifications as per the criteria.

C. CONTEST PERIOD

- (a) This is a limited period contest for Eligible Subscribers of Vodafone India, available from 7th April 2018, 00:00:01 hrs. till 5th July 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

The Contest is valid in select Indian cities / telecom service areas as mentioned below –

<i>S.No.</i>	<i>Circle-Groups</i>
1	AP + Kerala
2	ASSAM + NE + Bihar + Orissa
3	DELHI + Haryana+ JK + Punjab + HP
4	GUJARAT
5	KARNATAKA
6	KOLKATA + WB
7	MAHARASHTRA
8	MUMBAI + MP + RAJASTHAN
9	UPE +UPW
10	CHENNAI & TAMILNADU

- (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 ACT DO to 144/199 or alternatively by calling the number 556770 (toll free) or dialling the Unstructured Supplementary Service Data (“USSD”) string *567*910# from a Vodafone number.

Also, Activation mechanism will be available for the users who will do a Top Up of Rs 40, Rs50 and Rs 100 denomination. Post the activation, they will have to follow the same subscription method mentioned as above.

(b) Un-Subscription from the Contest

If, Subscriber wish to discontinue participating in the Contest, Subscriber should send CAN DO as an SMS to the 144/199 or alternatively by calling the number 556770 from a Vodafone number.

(c) To Play

To play the Contest Subscriber shall send SMS keyword ‘GET’ to 556770 (free) or alternatively by calling the number 556770.

NOTE: Applicable only for Subscription contests.

(d) Total number of questions:

There are total 450 number of questions, which will be randomly asked from the Subscriber for the purpose of this Contest.

A user can answer 5 questions daily. But, for the first day before subscribing the Contest, the user will get first question free and post subscription, he/she will get rest 4 questions to play for that particular day.

NOTE: Applicable only for Subscription Contests.

(i) Charging

Sl. No	Channel	Charges	No of question /day	Key words options to answer
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1.	IVR	Rs5/Day	5	1 or 2
2.	SMS	Rs5/Day	5	C or D
3.	USSD	NA	NA	NA
4.	OBD	NA	NA	NA
5.	WAP	NA	NA	NA

Note: Fall-back/Missed charging feature available:

Subscribers who are charged Rs 5 will get to answer 5 questions

Subscribers who are charged Rs 4 will get to answer 4 questions

Subscribers who are charged Rs 3 will get to answer 3 questions

Subscribers who are charged Re 2 will get to answer 2 questions

Subscribers who are charged Re 1 will get to answer 1 question

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 answer input, next question and the answer options will be given to the Subscriber. 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) Those Subscribers who answer the 1st free questions but do not subscribe the Contest – Can be engaged for entire contest duration i.e 90 Days via OBD or SMS.
- (f) 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. 10 question or, if a Subscriber listens to the 9th question but drops the call without answering the 9th question, then when the Subscriber calls back, the Subscriber will be played the 9th question which may be different from what the Subscriber has earlier received.

(g) If a Subscriber stops playing the Contest after answering the question no. 9, then the Subscriber 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 engaged 3 times a day with questions and answer options via SMS.

The Subscriber can play this Contest only once.

(h) The Contest is available on the Toll free MM number 556770. All the Vodafone Subscribers who call the IVR will be allowed to play the Contest irrespective of Top Up Done or not. Once the user calls he/she will be first asked to play the First Free Question of the Contest. Post that the Subscriber will be asked to subscribe and play the rest of the questions.

(i) Those users who have done TOPUP of Rs 40, Rs50 and Rs 100 Denomination in the mentioned circles and whose mobile numbers are provisioned by Vodafone to OnMobile will be sent a WELCOME SMS + 1 Free Question. Post this, the user will have to subscribe to the Contest as per the process mentioned above.

2. Missed Question Feature:

a) After Subscriber finishes answering all questions for the day, if Subscriber is charged for the day, that day's score will be added to the total score. If the Subscriber is not charged then that day's score will not be added to the total score. Communication to a charged Subscriber of the day and a not charged Subscriber of the day will be different. (E.g. Charged subscriber will get the communication "Now you can play the missed questions for the day". A not charged Subscriber will get the communication "Press 8 to get charged and play missed questions of the day").

b) Post calculations as specified in (a) above, the OnMobile system will check for the questions that were missed earlier and in case there are any missed questions then Subscriber will be redirected to the missed questions flow else exit prompt is played.

c) The Subscriber will be redirected to press "8" button on IVR as a consent and get charged to play the missed questions of earlier days.

d) If there are missed questions on earlier days, then first Subscriber will be given the missed questions for the days when the Subscriber was charged and then he will be given the missed questions for the non-charged days.

(e) Before presenting the question for any non-charged day, the Subscriber will be asked to give consent for getting charged for that particular day. Once the Subscriber has given its consent and is charged successfully, he will be presented with set of questions for that day.

3. Contest on SMS:

- (a) Post Subscribing the user has to send GET to 556770 to Play the 1st Free Question and subsequent questions of the day
- (b) Also those users who have done TOPUP of Rs 40, Rs50 and Rs 100 denomination, in the mentioned circles and whose mobile numbers are available in the file shared by VODAFONE in ftp path will be sent a WELCOME SMS + 1 Free Question.
- (c) 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 1st question and answer options.
- (d) Fall back will be applicable for Subscription Contests.
- (e) 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. Organizers does not have any control over delays resulting in the intermediate systems including but not limited to SMSC, 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 Organizers due to such reasons.
- (f) 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 sent an appropriate SMS and given the next question and answer options.
- (g) 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 9th question then the Subscriber has to reply on the last question SMS that has been given to him via SMS channel. 9th question SMS will remain same until it is not being answered. Note: In case of subscription contest, the Subscriber will get same question if the Subscriber is playing on that same day. If the Subscriber is playing the next day then a fresh set of questions will be given.

- (h) If the Subscriber does not receive the 9th question after answering the 8th question, for any reason, then the Subscriber is required to send the keyword GET as an SMS to 556770 , to receive the 9th question on his number registered with Vodafone India.
- (i) The Subscribers may send___TOTAL__ as an SMS to 556770 to check their latest score.
- (j) 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.

4. Contest on USSD:

- A) This is only subscription Channel and user cannot play on this channel. To play the Subscriber has to Dial IVR ; 556770 or Send GET to 556770.

5. Contest on OBD:

This is only subscription Channel and user cannot play on this channel. To play the Subscriber has to Dial IVR ; 556770 or Send GET to 556770.

(ii) GRATIFICATIONS AND WINNER SELECTION PROCESS

Bumper Prize

The selection for the Bumper Prize will be conducted at the end of the Contest.

One MSISDN across all circle groups *, with the maximum points, in the least amount of time during the Contest will be selected as the Winner of Gold Card worth up to Rs 2 Lakhs.

Monthly Prize

The selection for the Monthly Prize will be conducted as per the schedule**.

One MSISDN across all circle groups*, with the minimum cumulative score of 40 points, in the least amount of time, during that month will be selected as the Winner of Split AC--Whirlpool 1T MAGICOOL DLX 5S worth up to Rs 25,000.

One MSISDN can get the Monthly Prize only once in the Competition Period.

One individual Winner, irrespective of MSISDN can win only one of the above prizes.

Monthly Schedule		
Month 1	07-Apr	06-May
Month 2	07-May	05-Jun
Month 3	06-Jun	05-Jul

Circle Free Bumper Prize

The selection for the Free Bumper Prize will be conducted after the Contest ends.

One MSISDN, per circle groups*, with the scores 1 point of the Contest, will become eligible for Smart Phone- Redmi Y1 (Gold, 32GB) worth up to Rs 10,000.

Cricket Special Week Prize (23rd April to 29th April)

The selection for the Cricket Special Week Prize will be conducted as per the schedule***.

One MSISDN across circle group* with minimum of 3 points during the period, in the least amount of time, is selected as the Winner of Laptop- HP 245 G5 Notebook worth up to Rs 20,000.

In the selection of the Bumper Prize and Monthly Bumper, in case of a tie in the score and time taken, 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.

In the selection of the Cricket Special Week Prize and Circle Free Bumper, 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.

Daily Bumper Prize

One MSISDN, across circle groups*, with the score of at least 4 points, in the least amount of time, on that day, is selected as the Winner of a Bank Gift Card worth up to Rs 5000.

One MSISDN can win Daily Bumper Prize only once in the Contest.

Daily Assured Prize

Daily first 6 MSISDNs, per circle groups*, who attempts 1st question of the contest, is selected as the Winner of Mobile Recharge worth up to Rs 50.

One MSISDN can win Daily Assured Prize only once in the Contest.

In case of a tie in the selection of Winners for Daily Bumper prize and Daily Assured Prize, 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.

The points scored by an MSISDN from the questions that the MSISDN is entitled to answer in a day, based on that day's charged value will only be considered for selection.

In the selection of the Winners of all the above prizes except Bumper Prize, Cricket Special Week Prize and Monthly Prize the score considered for selection will NOT include the scores accumulated by users by answering missed questions if any and will only consider the respective question of each particular day.

Scores of users who are charged later for the earlier days will be considered ONLY for Bumper Prize, Cricket Special Week Prize and Monthly Prize.

The time taken for answering a question on "Voice" mode, is calculated from the time OnMobile's system plays beep (after question) till the answer DTMF input received by system. On SMS channel time taken is calculated from the time system pushes the question till the answer input received by system.

A Subscriber is eligible to win more than one Prize during the period of the Contest, which means that he/she can win more than one Prize provided he/she meets the above said criteria of the respective Prizes and gets selected

Note: If a participant plays the Contest over both the channels (Voice & SMS), his/her score will only be cumulative and not exclusive for each of the channels. i.e.: if the participant has started playing the Contest on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the Winner selection for all the prizes.

- Daily First question time taken will not be considered for winner selection.

F. MODIFICATION OF TERMS AND CONDITIONS

- (a) Organizers 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. 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.

G. WITHDRAWAL OF CONTEST

- (a) Organizers 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.

H. 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. Organizers 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, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process and/or any delay or failure to participate in the Contest due to technical, network or other problems, the results or reliability of the Contest, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any transactions effected through the Contest. No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Contest shall be construed to mean the giving of any warranty of any kind by OnMobile or Vodafone India.

3. 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.
4. Vodafone India reserves the right to change, suspend, remove, or disable access to the Contest at any time without notice. In no event will Organizers 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.
5. 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.
6. 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 Organizers may incur, pay or become responsible arising out of or in connection with 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.

I. 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. The 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 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 Organizer’s (“Force Majeure Event”). Organizers 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 Organizers 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
9. You hereby authorize Organizers 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 is 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 Organizers 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 Organizers 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. Any and all claims regarding the quality or service of the prize shall be made by the Subscriber to OnMobile.
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 Organizers before accepting the delivery of the gratification.
16. All prizes must be claimed by the Winners, along with the documents specified herein within the specified timelines intimated by OnMobile.. 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 or by OnMobile):
 - i. Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc).
 - ii. Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc).
 - iii. One passport size photo.

- iv. Affidavit declaration for acceptance of Prize (format will be communicated/shared with Winner).
 - v. Post paid bill (for post paid user) (additional document).
 DD equal to TDS amount in advance in favor of OnMobile (30% of prize amount if exceeding Rs 10,000 as per applicable Income tax rules).
 In case, Winner does not pay TDS amount as per the prevailing rate under Income Tax Act, 1961 then OnMobile shall have the discretionary right to award the winner with Gold Prize worth 70 % of Prize amount subject to the documents/declaration form as may be required by OnMobile
 - vi. Submission of acknowledgement letter (as per the format that shall be provided by OnMobile) on receipt of the Prize(s)
 - vii. PAN card copy self attached
 - viii. In the event the number is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit:
 - a. No Objection Certificate and
 - b. Authorization letter of the employer.
 - ix. Letter of compliance with rules and regulations and declarations in the format as may be required by OnMobile or applicable laws.
 - x. Every Winner has to provide his/her photograph and detail interview while receiving prize.
17. Any Subscriber providing any incorrect information, concealing or withholding any information from OnMobile or Vodafone with an intent to participate and/or win the Contest 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 Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Subscriber, shall entitle the Organizer to disqualify him/her without any further intimation. OnMobile agrees that Vodafone India does not have any liability or responsibility with respect to any information furnished by a Subscriber to OnMobile.
18. The Organizers at their sole discretion will not provide a cash alternative to any of the gratifications being offered in this Contest.
19. The Gold Card offered 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 Organizers 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 Organizers. 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 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 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 Organizers shall at its own discretion offer another electronic device 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 of Split AC and Circle Free Bumper Gratification of a Smartphone or the Cricket Special Week Prize of a Laptop that he is eligible to in this Contest and if the price of the Split AC or Smartphone or the Laptop increase during or after the Contest or at the time of gratification distribution/Winner announcement period, the Organizer will only pay the value of the Split AC or Smartphone or the Laptop, as the case may be, 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 Split AC or Smartphone or the Laptop is being purchased.

20. The Winners shall not be entitled to their respective prize, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an Active Subscriber of Vodafone India on the date of claiming the prize/s.
21. In event of the death of the Winner, the prize if any may be awarded by OnMobile to the legal heirs/successors of the deceased Winner at sole discretion of OnMobile. OnMobile shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors as it deems fit.
22. All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent External agency appointed by OnMobile and

decision of Independent External agency shall be final and binding on the Subscribers.

23. 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 not be liable towards any Subscriber in any manner.
24. Organizers 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.
25. The Organizers 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.
26. The employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Contest.
27. The Organizers 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.
28. These Terms and Conditions are subject to force majeure circumstances including without limitation, floods, natural disasters, war, and act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to the Contest as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Subscribers.

29. These Terms and Conditions are subject to laws of India and Courts at Mumbai shall have exclusive jurisdiction.
30. 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 Organizers find that the declared winners are wrong then Organizers reserves the right to declare the correct Winners again and cancel the gratification of Winners declared earlier.
31. 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. If winner is not reachable due to any circumstances organizer have rights to forfeit, the prize and take the next alternate winner. 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 sixty (60) 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. The prizes offered under the Competition may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Competition.
32. 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.