



## TERMS AND CONDITIONS OF THE Callertune Gold COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**CALLERTUNE GOLD COMPETITION**”. BY PROCEEDING WITH REGISTRATION AND USE OF THE “**CALLERTUNE GOLD COMPETITION**”, 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 “**CALLERTUNE GOLD COMPETITION**”.

1. This **Callertune Gold Competition** (hereinafter referred to as the “**Competition**”) is conceptualized, organized and conducted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (hereinafter referred to as “**OnMobile**” ), for active<sup>1</sup>pre-paid and post-paid category of Subscriber(s)<sup>2</sup> (“**Subscribers**”) of Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited and Vodafone Spacotel Limited (hereinafter collectively referred to as “**Vodafone India**”) and is launched as part of the Callertune service and is open during the period from **20<sup>th</sup> December 2013 00:00:01 hrs to 17<sup>th</sup> February 2014 23:59:59 hrs**, both days inclusive (hereinafter referred to as the “**Competition Period**”). OnMobile reserves the right to extend or shorten the Competition Period, as it deems fit, from time to time and any such change shall be published on the website [www.Vodafone.in/competition](http://www.Vodafone.in/competition) and [Vodafone.contestzone.in](http://Vodafone.contestzone.in) (“**Website**”). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.
2. The Competition is valid for all active Subscribers subject to eligibility conditions as set forth in Clause 7 below, belonging to the Vodafone India telecom circle(s) of ARUNACHAL PRADESH, ASSAM, NORTH EAST, BIHAR, DELHI, GUJARAT, HARYANA, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, ORISSA, MUMBAI, PUNJAB, HIMACHAL PRADESH, RAJASTHAN,

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<sup>1</sup>An Active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module (“**SIM**”) on a regular basis for purposes other than to participate in the Competition or any other competitions offered by OnMobile and Vodafone India.

<sup>2</sup>Subscriber(s) shall mean the rightful user(s) of a Vodafone India connection, pre-paid or post-paid, in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the user(s) number / connection is registered in the name of a company/ firm, the employee who is authorized to use the connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Competition, receive the prizes and accept the terms applicable for the Competition.



UTTAR PRADESH EAST, UTTAR PRADESH WEST, WEST BENGAL, CHENNAI and TAMILNADU (“**Circle(s)**”) and who have successfully subscribed for the **Callertune Gold COMPETITION** (hereinafter referred to as “**Callertune Subscribers**”) by following the subscription process mentioned hereunder. The Competition will be available in English language:

3. A Subscriber by participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the procedure for winner selection of the Competition as set out herein, and any appropriate changes that may be made to this Competition by the Organizer including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Vodafone India or OnMobile, their affiliates and associates or for any reason whatsoever.
4. For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a **Callertune Subscriber** and the terms of the **Callertune Gold COMPETITION** shall be deemed to be incorporated herein.
5. Also, by participating in this Competition, You:
  - Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
  - Warrant the accuracy, truthfulness and currency of all information that You may have submitted;
  - Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and OnMobile and You are acting voluntarily, using your own time and resources to participate in the Competition, solely at Your own risk;
  - Warrant that prior to participating in the Competition, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein; and
  - Confirm and undertake that You will make an informed choice regarding the option to participate in the Competition through SMS and after understanding the implications of the same.
  - Agree that Vodafone nor Onmobile will not be responsible for any delay / issue due to network failure, call drop, system failure, etc., which are beyond the control of On-mobile or Vodafone.
6. Participation in the Competition will be construed as an acknowledgement and acceptance of the Terms and Conditions set out herein.

#### 7. **Procedure and Eligibility to participate in the Competition**

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

- He/she must be of at least 18 years of age;



- He/she must be a resident of India;
- He/she must be an active Subscriber of Vodafone India;
- He/she must be a **Callertune Subscriber**;
- He/she must belong to any of the Circles mentioned above;
- For Prepaid Subscribers – Subscribers must be charged minimum of Re. 10n downloading a Caller tune, during the Competition period, to be eligible to participate in this Competition;
- He/she must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.

Further, the eligible winner for the Competition will be the Callertune Subscriber of the successful mobile phone number (MSISDN) and not the person answering the questions, if the person answering the questions of the Competition is not the Subscriber of such mobile number, as set out above. If the eligible Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number, OnMobile/Vodafone India reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

## **8. Procedure for participating in the COMPETITION**

To participate in the Competition, Vodafone India Subscriber(s) may either call 50001 or dial the Unstructured Supplementary Service Data (“**USSD**”) string \*567# on a cellular phone, or send a Short Message Service (“**SMS**”) by messaging ACT CT to 144/111 or press \*9 through Pre Call Announcement (“**PCA**”) or Press 5 through Out Bond Dialer(OBD) or Inbound dialer (IBD)

- a) When a Subscriber calls the number 50001 the system checks if the Subscriber has already subscribed to the Callertune Pack or not.
  - If the Subscriber has not subscribed to the Callertune Pack through any mode, then the subscription intro prompt will be played, asking the Subscriber to subscribe by selecting any content by pressing 1.
  - If the Subscriber presses 1, he/she will be informed that the request has been taken and once the same is confirmed, he/she will receive a subscription confirmation SMS.
  - Post confirmation SMS subscriber will receive first question, subscriber can start participating in the Competition post subscription of Callertune by sending a keyword “WIN” to 55755 (Toll free Short Code)
  - If the Subscriber has already subscribed and his/her Callertune activation status is pending, the Subscriber will be informed that his/her subscription request is being processed and once the same is confirmed, he/she will receive a confirmation SMS on his/her number registered with Vodafone India, and the call is dropped.



Subscriber will be eligible to participate in the Competition only once the subscription charge for Callertune is deducted from his/her account.

- b) Through USSD or SMS, he/she will receive an acknowledgement on his/her number registered with Vodafone India telling him/her that his/her subscription request has been received. Once his/her subscription is confirmed he/she will receive an SMS on his/her number registered with Vodafone India confirming the subscription to the **Callertune Service**, thus, allowing him/her to participate in the **Callertune Gold Competition**.
  - c) Through OBD, a double confirmation is required by pressing 1 and then pressing 5 after which he/she will be informed that his/her subscription request has been received and once the same is confirmed, he/she will receive a subscription confirmation SMS on his/her number registered with Vodafone India confirming the subscription to the **Callertune Service**, thus, allowing him/her to participate in the **Callertune Gold Competition**
- Once the Subscriber is successfully subscribed to **Callertune Services** he/she will get an SMS informing him/her about the **Competition**.
  - If a **Callertune subscriber** wants to unsubscribe from the **Callertune Gold Competition** then it can be done by sending an SMS typing 'CAN CT' to 144 or 111. Upon effective un-subscription, an SMS will be sent to the number of the **Callertune Subscriber** registered with Vodafone India confirming the un-subscription from the Callertune Pack.
  - Subscription will be open only in the herein mentioned Circles of Vodafone India and Subscribers roaming outside their home Circle will be barred from participating in the **COMPETITION**.

## 9. Charging:

The subscriber will have to subscribe to caller tune service to participate in the Competition. The existing subscriber will automatically be a part of the competition once he/she downloads any Callertune during the Competition Period.

- All Callertune subscribers who download a caller tune will be eligible to participate in the Competition, the number of questions given to the Callertune Subscriber, will depend on the amount charged of respective subscriber for the Callertune download. Below will be the charging and respective number of questions pattern:



Charged Amount	No of Questions given for answering	Number of Question upon Activation of Callertune
Rs. 1- Rs. 5	3	3
Rs. 6- Rs. 10	5	
Rs. 11-Rs. 25	10	
Rs. 26- Rs. 51	15	
Rs. 52>	20	

- If the charging is successful, subscriber will get a confirmation SMS on his/her number registered with Vodafone India, along with the rules for competition relating to winner selection process prizes to win and URL for other Terms and Conditions of the Competition, and the number on which he/she can call and participate in the Competition.
- If the charging is not successful, then the **Callertune** Subscriber will get an SMS informing him/her about his/her unsuccessful charging.

#### 10. Competition works in following manner:

Upon download of Caller Tune during the Competition Period, the active and charged eligible Callertune Subscribers, is required to SMS "WIN" to 55755 (toll free short code) to participate in the Competition. Said Callertune Subscriber will be given questions to answer.

- The Competition consists of a total of 1200 questions, with 2 answer options each.
- The questions under the Competition shall be based on general information available to public at large.
- The Callertune Subscriber can type WIN A for select 1st Option or WIN B to select 2nd Option on the phone keypad as answer to the question and send it to 55755.
- After every answer, the **Callertune** Subscriber will be given an appropriate response with the updated score and will be given the next question to answer.
- For every right answer the **Callertune** Subscriber will get 1 point. There is no negative marking for a wrong answer.



- If the **Callertune** Subscriber stops participating the Competition after answering the nth question or if the CallerTune Subscriber wants to skip any question and go to next question then he/she can send a keyword WIN to 55755, he/she will play the (n+1)th question. A **Callertune** Subscriber can continue participating by sending an SMS typing WIN to 55755, on the any day during the Competition period, to receive the next question.
- A Callertune Gold Competition subscriber Member will be played the questions one after the other till he/she finishes answering all the questions allotted to him/her as per the grid mentioned in point 9 above.
- The points scored by the **Callertune** Subscriber in a day will get carried over to the next day. The selection for the Winner for Daily Prize will be based only on the points scored by **Callertune** Subscriber on that particular day.

Subscribers can answer questions only through SMS mode.

## 11. Prizes and Winner Selection Process:

### a. Prize Grid:

The winning participant for the Competition may be eligible for any one the following Prizes.

Details	Prizes	Selection	Total No of Winners	Prize Value	Total Prize Value
Bumper Prize	Gold Vouchers	Zone-wise	4	1,000,000	4,000,000
Weekly Prize	Gold Vouchers	National	8	100,000	800,000
Daily Prize	Gold Vouchers	National	60	20,000	1,200,000
Total			72		6,000,000

### Bumper Prize

- The selection for the Bumper Prize winner will be conducted at the end of the Competition.
- 1 MSISDN per zone\* (as detailed herein below), who has achieved the highest cumulative score in the least number of questions and in the least time, during the Competition Period, will be selected as the eligible winner for Bumper Prize (i.e., 10Lacks worth Gold Voucher).
- 1 MSISDN can win the Bumper prize only once in the Competition. The Bumper winner can also win Weekly or Daily prize.

### Weekly Prize

- The selection for the Weekly Prize will be conducted after the end of the Competition.
- 1 MSISDN across all Circles, who has scored a minimum of 50 points, in the least number of questions and in the least time, during that week of the Competition will be selected as the eligible winner for that week and shall be eligible for weekly prize (i.e. 1Lacks worth Gold Voucher).



- 1 MSISDN can win the weekly prize only once in the Competition. The weekly winner can also win Bumper prize or Daily prize.

#### Daily Prize

- The selection of the winner for the Daily Prizes will be conducted after the end of the Competition.
- 1 MSISDN, across all circles, with the minimum score of 3 points, in the least number of questions and in least time, on that day, will be selected as the eligible winner for Daily Prize (i.e. Rs. 20,000 worth Gold Voucher).
- 1 MSISDN shall be eligible to be winner for Daily Prize only once in the Competition. The daily winner can also win Weekly or Bumper prize.

#### Classification of Circle-Groups:

<b>S.No.</b>	<b>Circles</b>	<b>Zone</b>
1	AP	South
2	ASSAM	East
3	BIHAR	East
4	CHENNAI	South
5	DELHI	North
6	GUJARAT	West
7	HARYANA	North
8	HP	North
9	KARNATAKA	South
10	KERALA	South
11	KOLKATTA	East
12	MAHARASHTRA	West
13	MP	West
14	MUMBAI	West
15	NE	East
16	ORISSA	East
17	PUNJAB	North
18	RAJASTHAN	West
19	ROB	East
20	TN	South
21	UPE	North
22	UPW	North

In case of a tie in the scores and number of questions answered and time taken to answer, in any of the winner selection, 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, and so on will be considered. Without prejudice to the foregoing, the **Callertune** Subscriber shall not hold OnMobile or Vodafone India liable for the Winner selection process under this Competition.

In furtherance to the aforesaid, the quickest / fastest to answer the question that is recorded on the OnMobile's system will be selected as winner. The time at which the participating Subscriber sent from their handset will not be considered even if it is earlier. *(For explanation – A Subscriber sent answer at 2 pm but it was received by OnMobile system only at 3 pm, then OnMobile will consider the time as 3 pm only as the record time for considering the selection).*

12. To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement.
13. The list of Winners of all prizes will be announced on the Website of Vodafone India after the end of the Competition Period and after all the Winner selection processes is completed.
14. All prizes will be given after deducting various taxes, license fees and charges as applicable.
15. Participating Subscribers undertake not to challenge the selection process of winner in case of tie as all decisions of OnMobile in respect of all transactions under this Competition, including without limitation the selection of Winners. Prize given and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
16. All prizes offered in this Competition are subject to availability. OnMobile reserves the right to provide alternate prize, models or brands or issuing a Bank Voucher (defined below), of the same value, for any of the prizes at its sole discretion. No cash will be given in lieu of any of mentioned prizes.
17. After the selection and validation of the Winners of all the prizes under this Competition , 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 prizes. In the event the Winners do not answer the calls of Onmobile / Vodafone India, 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 prizes ("**Intimation**"). The prizes must be claimed by the Winners within 15 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the OnMobile / Vodafone India under the respective categories under the Competition. 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 OnMobile/Vodafone India, at its sole discretion, subsequent to completion of the Competition. In the event no special event is being conducted by OnMobile / Vodafone India, the Winners shall be required to provide their address to which the prizes may be sent by OnMobile/Vodafone India, by calling the number provided in the SMS within 15days from the date of sending the SMS, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for participating in the Competition. Delivery of prizes will be subject to the Winner giving the correct address and his/her availability there to accept the gratification at the time of delivery. The Winners agree that there shall be no liability on OnMobile or Vodafone India in the event the Winners cannot be contacted, on any account whatsoever.

- 18.** Without prejudice to the foregoing Clause 19, any failure on the part of the Winner under this Competition to comply with directions issued by OnMobile shall entitle the OnMobile, 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. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“**PAN**”) of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Competition and the prize shall not be transferable and no request shall be entertained by OnMobile for such transfer. In the event the prizes cannot be delivered, even though it is specified that they will be delivered, due to reasons beyond the control of OnMobile, the Winners shall be required to collect the prizes from the place intimated by OnMobile.
- 19.** **Callertune** Subscriber may directly contact OnMobile at 1800 1234 000 (toll-free) regarding any queries / complaints pertaining to the Competition between 9.30 AM and 6.30 PM on all working days from Monday to Friday. Alternatively, the **Callertune** Subscriber can send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which will be answered on working days, between Mondays to Friday. All disputes must be addressed by **Callertune** Subscriber in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.
- 20.** By participating in the Competition, You confirm and waiver of the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages including without limitation daily updates of the score of the Competition from OnMobile, as it may in its sole and absolute discretion decide.
- 21.** OnMobile, Vodafone India and their affiliates shall be entitled to use, in any manner, the details of the Callertune Subscriber including the Information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Competition, all Callertune Subscribers hereby agree to the same. OnMobile may, at its discretion, choose not to disclose the identity of the selected Callertune Subscriber to other Callertune Subscriber or any MSSIDN of Vodafone India, unless expressly mentioned herein.



- 22.** Prize(s) given herein shall not be transferable. Mere participation in the Competition shall not entitle a Callertune Subscriber to the prize. No other person or agent can claim the prize on behalf of the Winner unless otherwise expressly mentioned herein.
- 23.** Callertune Subscriber shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in Clause 24 herein.
- 24.** All prizes must be claimed by the Winners, along with the documents specified herein below 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):
- a. Identity Proof;
  - b. Address Proof;
  - c. Photocopy of PAN Card;
  - d. In case of Winner holding a post-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], self-attested copy of the latest bill issued by the operator in respect of the Vodafone India number registered with OnMobile under the Callertune Subscriber; and In case of Winner holding a pre-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], an affidavit in the format provided by OnMobile, declaring that the Winner is the rightful user of the Vodafone India number and the same is registered with the operator in the name of the Winner.
- 25.** Any prize of value in excess of INR 10,000/- in a year\*\*\*\* will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the Winner at the prevailing rate. Further, all the Winners must furnish a valid Indian PAN Card to claim the prize amount, or prize, irrespective of the value of the same, failing which the Winners' prize shall be forfeited, or the prize shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer(s).
- \*\*\*\*A Competition Winner earning prize in excess of INR 10,000 in a year in aggregate from all competitions / offers conducted by OnMobile Global Limited as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.
- 26.** Organizer is not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the winner of the Competition personally, including without any limitation applicable taxes to be borne by the winner eligible for the prize.



- 27.** The Callertune Subscriber shall not have the right to claim any damages, loss or costs from OnMobile for any delay in delivery of the prize(s) on any grounds whatsoever. Vodafone India and/or OnMobile are neither responsible nor guarantee the quality of the goods or services being offered as prizes nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the winner of Competition . OnMobile is also not liable for any defect or deficiency in the prize(s) so offered or availed by the winner under this Competition.
- 28.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Callertune Subscriber in connection with the Competition.
- 29.** Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by OnMobile and Vodafone India including, but not limited to, meeting of the Callertune Subscriber's requirements or aspirations, timeliness, security, any delay in receiving or sending an SMS during the Competition Period or during the tie-breaker due to technical snags including network failure or system error, the results or reliability of the Competition, 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 Competition or any transactions effected through the Competition; (b) The Callertune Subscriber expressly agrees that his/her participation in the Competition offered by OnMobile is at his/her sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Competition shall be construed to mean the giving of any warranty of any kind by OnMobile or Vodafone India. OnMobile/Vodafone will not be responsible for any issue arising due to network issues.
- 30.** The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) and on production of all such documents/papers as may be required by OnMobile under Clause 24 before accepting the delivery of the prize. Any failure on the part of the Winners to comply with directions issued by OnMobile for claim of prize shall entitle OnMobile to forfeit the prize(s).
- 31.** The prizes shall be handed over by OnMobile on receipt of all the documents, from the Winners, required to process the distribution of the prize/s.
- 32.** The list of Winners of the prizes shall be published on [www.vodafone.in](http://www.vodafone.in) and [vodafone.contestzone.in](http://vodafone.contestzone.in) after the end of the Competition.



- 33.** All incidental costs/taxes/levies related to the prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, Road Tax, Gift tax (if any), insurance and any other taxes applicable by the Central, State or Municipal government.
- 34.** This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
- 34.** This Competition 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 Vodafone India and/or OnMobile (“**Force Majeure Event**”). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to Callertune Gold Competition subscriber or this Competition as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of Callertune Gold Competition subscriber or the Competition caused as a result of such Force Majeure Event to the Callertune Gold Competition subscriber.
- 35.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 36.** This Competition is subject to guidelines/ directions issued by the Department of Telecommunications (“**DoT**”), Telecom Regulatory Authority of India (“**TRAI**”) or any other statutory authority from time to time.
- 37.** Questions and their answers are designed/ sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In the event of any discrepancy / dispute regarding the questions or answers, neither OnMobile nor any third party involved shall be liable towards any Callertune Subscriber in any manner.
- 38.** Neither Vodafone India nor OnMobile shall be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, delay in receiving SMS or delay in time recorded or taken for answering a question through SMS or Voice mode, any action that has been initiated, actioned or completed through the Callertune Subscriber’s mobile phone, failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, Vodafone India and /or OnMobile shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of OnMobile or Vodafone India.



- 39.** OnMobile, Vodafone India nor 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 winner to the Competition and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
- 40.** OnMobile and Vodafone India reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer/Competition or any part thereof (during or after the completion of Competition Period) including the eligibility criteria, the Terms and Conditions and prizes 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 Callertune Gold Competition subscriber 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 the subscription to Callertune Gold Competition subscriber and any other services offered on and/or through Callertune Gold Competition subscriber. Your continued subscription to Callertune and/ or participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.
- 41.** The Callertune subscriber shall indemnify and keep indemnified Vodafone India and OnMobile and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which OnMobile or Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Callertune Subscriber under the Terms and Conditions, any failure by the Callertune Subscriber participating in the Competition to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Callertune Subscriber. OnMobile, Vodafone India or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any third party, whether in connection with the Callertune Subscriber or the Competition.
- 42.** An employee, agent, associates, distributors, dealers of OnMobile or Vodafone India shall not be eligible to win any of the prizes offered in the Competition.



- 43.** Vodafone India and Onmobile may assign any or all of their rights under these Terms and Conditions to their affiliates without consent of the Callertune Subscriber.
- 44.** OnMobile and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Callertune Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by OnMobile or Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 45.** Any attempt by a Callertune Subscriber to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, OnMobile and/or Vodafone India reserve the right to seek damages from any such Callertune Subscriber to the fullest extent permitted by law.
- 46.** OnMobile does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Callertune Subscriber.
- 47.** OnMobile, Vodafone India and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Callertune Subscriber in respect of the Competition.
- 48.** You, the Callertune Subscriber, 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 Competition 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.
- 49.** Nothing in the Competition shall affect any intellectual property rights of the OnMobile or Vodafone India or any of its affiliates in any product or service made available on the Website.
- 50.** Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone India and/or OnMobile.
- 51.** By participating in the Competition, the Callertune Subscriber consent to the following information relating to them to be exchanged between Vodafone India, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the



Organizer may deem fit, for the purpose of Winner announcement: name, mobile phone number, score and/or photograph.

- 52.** The Callertune Subscriber and Winners hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Callertune Subscriber (including Callertune Subscriber name and photograph etc.) shall be used by Vodafone India and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India's brand.
- 53.** The Winner's name will be announced as registered in the system of Vodafone India.
- 54.** The Winner shall not be entitled to the 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.
- 55.** This Competition contains factual references to the names of certain companies, products and individuals. OnMobile and Vodafone India make no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
- 56.** These Terms and Conditions are subject to Indian laws and the Courts at Bangalore shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.