



TERMS AND CONDITIONS FOR THE WAP COMPETITION PACK

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF 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.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING TO THE **“WAP COMPETITION PACK”** (hereinafter referred to as **“WAP COMPETITION PACK”**). BY PROCEEDING WITH REGISTRATION/SUBSCRIPTION TO THE **WAP COMPETITION PACK**, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS (**“Terms and Conditions”**), PLEASE DO NOT SUBSCRIBE TO THE **WAP COMPETITION PACK**.

TERMS:

The WAP Competition Pack is hosted and organized 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”** or **“Organizer”**) for enabling active Subscribers¹ 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”**) to subscribe to the WAP Competition Pack and participate in any competition there under. The WAP Competition Pack is open for all Vodafone India subscribers (hereinafter referred to as **“Subscriber(s)”**²) who could either be in a pre-paid or in a post-paid category of Vodafone India Subscribers residing in India and within the Vodafone India telecom service areas listed below (**“Circle(s)”**). Subscription to this WAP Competition Pack is valid from **16th March 2012** [from 00:00:01 hrs] to **16th March 2016** [till 23:59:59 hrs]. Once the Vodafone India Subscriber has subscribed to the WAP Competition Pack, he/she will become a member of the WAP Competition Pack (**“WAP Competition Pack Member”**) and will be eligible to participate in any competition that may be launched as part of this WAP Competition Pack during its period of validity. Subscription to this WAP Competition Pack is valid until the expiry of this WAP Competition Pack or until such time as the Subscriber chooses to unsubscribe from the WAP Competition Pack.

¹An 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 Contest or any other contests offered by the Organizer and Vodafone India jointly.

²Subscriber shall mean the rightful user of the Vodafone India connection, pre-paid or post-paid, in whose name the mobile phone connection number (MSISDN) is registered with the operator. In the event the 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 under WAP Competition Pack, receive the prizes and accept the terms applicable for any competition under the WAP Competition Pack.



Sl.No.	Circle*	Zone**
1	ANDHRA PRADESH	South
2	ASSAM	East
3	NORTHEAST	East
4	BIHAR	East
5	DELHI & JAMMU &KASHMIR	North
6	GUJARAT	West
7	HARYANA	North
8	KARNATAKA	South
9	KERALA	South
10	KOLKATA	East
11	MAHARASTRA & GOA	West
12	MADHYA PRADESH	West
13	MUMBAI	West
14	ORISSA	East
15	PUNJAB	North
16	HIMACHAL PRADESH	North
17	RAJASTHAN	West
18	UTTAR PRADESH EAST	North
19	UTTAR PRADESH WEST	North
20	WEST BENGAL	East

A Subscriber, by subscribing to the WAP Competition Pack, hereby agrees to the Terms and Conditions mentioned below and gives his/her consent to the terms and conditions of any competition that may be launched as part of this WAP Competition Pack. The competition period for individual competitions launched under this WAP Competition Pack shall be governed under the terms and conditions of each competition.

For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a WAP Competition Pack Member.

All existing and new Subscribers by subscribing to the WAP Competition Pack, hereby:

- Agree to the terms and conditions mentioned below and give their consent to the terms and conditions of any competition that may be launched as part of this WAP Competition Pack.
- Agree that they are entering into this WAP Competition Pack as an independent party and nothing herein establishes an employer-employee relationship between them and Vodafone India or between them and OnMobile and they are acting voluntarily, using



their own time and resources to participate in any of the competitions launched as a part of this WAP Competition Pack, solely at their own risk;

- Warrant that they have read understood and agreed to conform to these Terms and Conditions.
- Warrant the accuracy, truthfulness and currency of all information that they have submitted;
- Warrant that prior to subscribing to WAP Competition Pack, it shall be deemed that they have read and have agreed to be bound by the Terms and Conditions herein and the terms and conditions applicable to each competition.

These Terms and Conditions are available on the website at the following addresses: www.Vodafone.in and <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.

By subscribing to the WAP Competition Pack, a Subscriber indicates their acknowledgement and acceptance of these Terms and Conditions stated herein.

Subscribers roaming outside their home Circles shall not be allowed to subscribe to the WAP Competition Pack or participate in any competitions therein.

Further, the WAP Competition Pack Members who participate in any of the competitions and are chosen as winners under each category of prize in accordance with the winner selection process detailed in the terms and conditions of each competition will be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number (“Winner(s)”). If a Winner under any competition is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number, the Organizer reserves the right to award the prize to the next eligible Winners or to forfeit the prize, at its sole discretion.

Procedure and Eligibility for subscription:

1. The WAP Competition Pack is open for subscription for all active prepaid and/or postpaid Vodafone India Subscribers who fulfill the following criteria:
 - Subscriber must be of or above 18 years of age;
 - Subscriber must be a resident of India;
 - Subscriber must have been neither convicted and/or prosecuted for the commission of any criminal offence nor be of an unsound mind;
 - Subscriber must be an active Vodafone India Subscriber;



- Subscriber must not be under any legal disability e.g. insolvency, restraint by Court Order etc. nor be of an unsound mind and / or prohibited from entering any contractual relationship; and
- Subscriber must belong to any one of the Circles mentioned above.

2. To subscribe to the -WAP Competition Pack:

a) **The Vodafone India Subscribers have to click on the link <http://10.10.5.215/2159>, alternatively the Subscriber can send Short Message Service (“SMS”) by messaging KHEL to 111/144, or dial *567*969#Unstructured Supplementary Service Data (“USSD”) string to get the subscription link and clicking on it.**

- Subscription to the WAP Competition Pack is without any additional charges other than the normal GPRS usage charges.
- GPRS browsing charges will be applicable as per the Subscriber’s data plan, for Subscriber’s subscribing, unsubscribing or playing the competition on WAP.
- All WAP Competition Pack Members will, subject to the Terms and Conditions contained herein be automatically eligible to play all competitions and win prizes offered under in all competitions launched as part of the WAP Competition Pack, as will be detailed in the terms and conditions of that respective competition.
- Once the WAP Competition Pack Member has successfully subscribed, he/she will get an SMS informing about the current or upcoming competition, prizes to be won and that the competition can be played at just Rs.5/, Rs. 3/- or Re 1/- per day, depending on the balance available on his or her Vodafone India number.
- All WAP Competition Pack Members will be charged Rs. 5/- Rs. 3/- or Re 1/- per day, depending on the balance available on his/her number registered with Vodafone India on all competition days, irrespective of whether they participate in any competition or not, once they have subscribed to the WAP Competition Pack, until the completion of a competition or until they unsubscribe from the WAP Competition Pack, whichever is earlier, unless the pricing has been revised for a particular competition or for all further competitions, in which case the price revision will be communicated in advance.



- The WAP Competition Pack Members are required to maintain a minimum balance of Rs. 2 throughout the period when there is any competition live under the WAP Competition Pack.
- If a WAP Competition Pack Member does not get charged continuously for a period of 30 days, the system will automatically deactivate the subscription to the WAP Competition Pack, without any liability on the Organizer and the Subscriber shall not have any claims against the Organizer or Vodafone India in this regard. The Subscriber will be sent an SMS upon deactivation, which will also inform how the said Subscriber can subscribe to the WAP Competition Pack.
- If a WAP Competition Pack Member wants to unsubscribe from this Pack then it can be done by sending SMS CAN KHEL to 144 or 111 or clicking on the WAP link <http://10.10.5.215/2159>. Upon effective un-subscription, an SMS will be sent to the Vodafone India number of the WAP Competition Pack Member confirming the un-subscription from the WAP Competition Pack.
- All WAP Competition Pack Members will be sent regular SMS updates and details about the current and the upcoming competitions, informing about the prizes and charges with the terms and conditions URL of the specific competition. The SMS will contain the method of unsubscribing from the WAP Competition Pack, so that the Subscribers are educated about the same.
- On all competition days, WAP Competition Members will be charged Rs. 5/-, Rs. 3/- or Re 1/- per day, depending on the balance available on his/her number registered with Vodafone India through trigger charging and can play the current and the upcoming Competition at <http://10.10.5.215/2159>
- All WAP Competition Pack Members will be eligible to play and win the prizes offered in each competition, as will be detailed in the terms and conditions of that respective competition. These prizes may vary from one competition to the next.
- WAP Competition Pack Subscribers will not be charged any amount on non-competition days (i.e. after the end of one competition, and before the start of the next competition).



- b. A Subscriber can subscribe and unsubscribe to the WAP Competition Pack multiple times- i.e. if he/she unsubscribes from the WAP Competition Pack he/she can subscribe again, at any time, if he/she wishes to do so during the validity of the WAP Competition Pack. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again, in case there is a competition live on that day and therefore the amount deducted may be more than Rs. 5/- per day.
3. The prizes that the WAP Competition Pack members might win, owing solely to his/her membership to the WAP Competition Pack and based on the performance and meeting of the selection criteria of a competition, as laid out in the terms and conditions of the respective competitions, will be sponsored by the Organizer or a third party, as set out in the terms and conditions of that competition. These prizes shall be distributed by OnMobile or a third party through any means, and at any time, as it may deem fit. Prizes will differ from one competition to the next. These prizes will be mentioned in the individual competition's terms and conditions separately.
4. The prize(s) under the WAP Competition Pack are neither assignable nor transferable under any circumstances. All the prizes under specific competitions shall be subject to such other terms and conditions as may be applicable to specific prizes and shall have to be duly complied with by the winners of each competition.
5. All prizes offered in any of the competitions of the WAP Competition Pack are subject to availability. The Organizer reserves the right to provide alternate models/brands for any of the prizes without prior intimation or consent of the participants of any competition under the WAP Competition Pack.
6. You may contact OnMobile at the toll-free number [1800 1234 000] regarding any queries, complaints, disputes pertaining to the WAP Competition Pack or any competition thereunder between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, You may send an email to contest@onmobile.com which will be answered on working days, between Monday to Friday, from 9:30 a.m. to 6:30 p.m. All queries, disputes and complaints arising in relation to the WAP Competition Pack must be addressed by You in writing to OnMobile only, and Vodafone India shall not, for any reason whatsoever, entertain any communication in this regard.
7. By subscribing to the WAP Competition Pack, 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 including without limitation daily updates on the score



under the current competition and updates about current and upcoming competitions from the Organizer, as it may in its sole and absolute discretion decide.

8. By subscribing to the WAP Competition Pack, the WAP Competition Pack Members, 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 for each competition organized under WAP Competition Pack: name, mobile phone number, score and/or photograph (“Information”). The WAP Competition Pack Members also consent to the Information being shared by OnMobile with its affiliates and service providers and/or Vodafone India and to the Information being processed and stored in the servers of OnMobile or Vodafone India or their respective service providers, inside or outside India.

9. After the selection and validation of the Winners of all the prizes under a specific competition of WAP Competition Pack, the Winners will be contacted, by calling them for 3 consecutive days on the number of the WAP Competition Pack Member registered with Vodafone India, and will be given further details as to how, when and where they can collect their respective prizes. In the event any of 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 prizes (“Intimation”). The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer(s) under the respective categories under the competition. The prize/s offered under any 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 that particular competition. In the event no special event is being conducted by the Organizer, the Winners shall be requested to provide their address to which the prizes may be sent by Organizer, by calling the number provided in the SMS within 7 days from the date of sending the SMS, failing which the prize shall be forfeited. The prizes under any competition shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing any competition. Delivery of prizes will be subject to the Winners giving the correct address and his/her availability there. The Winners agree that there shall be no liability on Organizer in the event such message does not reach such Winner on any account for any reason whatsoever. In the event that any of the Winners cannot be reached over phone or through SMS for a period of 3 days from the date of Intimation or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.



- 10.** Without prejudice to the foregoing Clause 9, any failure on the part of the Winner of any competition to comply with directions issued by the Organizer shall entitle the Organizer, 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 and this is limited up to 3 Winners. All costs and expenses for collecting the prize unless otherwise specified, shall be borne solely by the Winners under each competition and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer. All decisions by the Organizer regarding the selection of the winners under each competition shall be final and binding. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the place specified by the Organizer.
- 11.** The Organizer, at its sole discretion, may or may not provide a cash alternative to any of the prizes being offered in any of the competitions that are launched as a part of Competition Pack.
- 12.** Any WAP Competition Pack Member providing any incorrect information or concealing/withholding any information from the Organizer with intent to participate and/or win any prize/s in any competition under WAP Competition Pack will automatically be disqualified from participating in it and winning the different categories of prizes under the competitions. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Vodafone number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the WAP Competition Pack Member, shall entitle the Organizer to disqualify him/her without any further intimation.
- 13.** The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the prize(s) and on production of all such documents/papers as may be required by the Organizer before accepting the delivery of the prize.
- 14.** You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP, Website and all material or content related to the WAP Competition Pack shall remain, at all times, owned by the Organizer / its respective owners and/or Vodafone India. 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, WAP site and/ or any information disseminated by SMS or any other means of communication are strictly prohibited.



- 15.** All prizes must be claimed by the Winners of each competition, along with the documents specified herein below within the specified timelines intimated by the Organizer. The documents required to be submitted along with the claim by the Winner include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):
- Identity Proof;
 - Address Proof;
 - Photocopy of PAN Card;
 - 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 the Organizer under the WAP Competition Pack;
 - 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 the Organizer, 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; and
 - Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizer.
- 16.** The employees of Vodafone India and/ or OnMobile and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in any of the competitions launched as a part of the WAP Competition Pack.
- 17.** These Terms and Conditions are 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 WAP Competition Pack or any competition(s) thereunder as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of WAP Competition Pack or any competition thereunder caused as a result of such Force Majeure Event to the WAP Competition Pack Members.
- 18.** In the event of any discrepancy between these Terms and Conditions and the terms and conditions of any specific competition, so far as the same impact the Terms and Conditions of subscription to WAP Competition Pack as are specifically provided hereunder, the Terms and Conditions hereof shall prevail. In the event of any such discrepancies impacting the



terms and conditions of any specific competition only the terms and conditions of that particular competition shall prevail and override these Terms and Conditions.

- 19.** Subject to any applicable law (a) warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Vodafone India and/ or OnMobile including, but not limited to, meeting of the WAP Competition Pack Members or Subscriber's requirements or aspirations, timeliness, security, the results or reliability of any scheme, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through any of the competitions of WAP Competition Pack or any transactions effected through WAP Competition Pack; (b) The Subscriber expressly agrees that his/her participation in the WAP Competition Pack or any competition thereunder offered by Vodafone India is at the 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 WAP Competition Pack shall be construed to mean the giving of any warranty of any kind by Vodafone India or OnMobile.
- 20.** Vodafone India, OnMobile 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 WAP Competition Pack Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in the individual competitions offered under the WAP Competition Pack.
- 21.** These Terms and Conditions are 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.
- 22.** Vodafone India and/ or OnMobile may assign any or all of their rights under these Terms and Conditions to their affiliates without consent of the Subscribers or WAP Competition Pack Members.
- 23.** The WAP Competition Pack Members participating in each individual competitions under WAP Competition Pack 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 WAP Competition Pack Members under the Terms and Conditions hereunder or under the terms and conditions of the specific competition, any failure by the WAP Competition Pack Member participating in an individual 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 WAP Competition Pack Member. The Organizer, 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 WAP Competition Pack, any competition thereunder or otherwise.

- 24.** Nothing in the WAP Competition Pack including the individual competitions organized there under shall affect any intellectual property right of Vodafone India or OnMobile in any product or service, which may be the subject matter of the individual competitions, which shall, at all times, remain with Vodafone India or OnMobile, as the case may be.
- 25.** This offer under the WAP Competition Pack cannot be used in conjunction with any alternative offer or promotion of similar nature.
- 26.** The decision of the Organizer in respect of all transactions/issues pertaining to the WAP Competition Pack shall be final and binding.
- 27.** Neither Vodafone nor OnMobile shall be responsible for any claims arising out of technical failures before, during, between or after the completion of any competition in the WAP Competition Pack, including but not limited to any technical failures in the telephone lines, mobile connectivity, any action that has been initiated/ actioned/ completed through the Subscribers 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, neither Vodafone India nor the Organizer shall be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or Vodafone India.
- 28.** The WAP Competition Pack Members hereby agree and undertake not to hold the Organizer, Vodafone India and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that



You may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of the WAP Competition Pack or any related competitions.

- 29.** The Organizer reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify any part of the WAP Competition Pack or any part thereof including the Terms and Conditions and prizes at its sole discretion at anytime during its validity as may be required in view of business exigencies, changes by regulatory authorities and/or statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and the same shall be binding on the WAP Competition Pack Members 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 WAP Competition Pack and any other services offered on and/or through WAP Competition Pack by unsubscribing. Your continued subscription to WAP Competition Pack and/ or competitions thereunder will constitute your acceptance of the latest revised Terms and Conditions.
- 30.** The Subscriber and the winners shall be liable to pay taxes as applicable for participation and on the winning prize. Apart from the prize, all applicable levies, cesses, road taxes, insurances, transfer and other expenses, if any, will be borne by the winner.
- 31.** Failure by the Organizer to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of the Organizer shall at all times be binding and final.
- 32.** This WAP Competition Pack is being made purely on a “best effort” basis and subscribing to this Pack is voluntary.
- 33.** These Terms and Conditions are governed by Indian law and the exclusive jurisdiction of the Courts in Bangalore.



TERMS AND CONDITIONS – GO 4 GOLD CONTEST

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.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**GO 4 GOLD CONTEST**”. BY PROCEEDING WITH PLAYING the **GO 4 GOLD 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 **GO 4 GOLD CONTEST**.

1. “**GO 4 GOLD CONTEST**”(hereinafter referred to as the “**Contest**”) is conceptualized, organized and conducted for the active³pre-paid and post-category of Subscriber(s)⁴ (“**Subscriber(s)**”) 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 Spacetel Limited (hereinafter referred to as “**Vodafone India**”) 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**” or as “**Organizer**”) and is launched as part of the WAP Competition Pack. The Contest is valid during the period from **12thDecember 2013 00:00:01 hrs to 9thFebruary 2014 23:59:59 hrs** (hereinafter referred to as the “**Contest Period**”). The Organizer reserves the right to extend or shorten the Contest Period, as it deems fit from time to time, and any such change shall be published on the Website (defined below).

³An 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 Contest or any other contests offered by the Organizer and Vodafone India jointly.

⁴ Subscriber shall mean the rightful user 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 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 Contest, receive the prizes and accept the terms applicable for the Contest.



2. The Contest is valid for all active Subscribers who satisfy the eligibility criteria mentioned in Clause 5 below, belong to the following 24 VODAFONE telecom circles of ANDHRA PRADESH, ASSAM, NORTH EAST, BIHAR, DELHI, JAMMU & KASHMIR, GUJARAT, HARYANA, KARNATAKA, KERALA, KOLKATA, MAHARAHTRA, GOA, MADHYA PRADESH, MUMBAI,ORISSA, PUNJAB, HIMACHAL PRADESH, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, WEST BENGAL, TAMIL NADU AND CHENNAI (“**Circle(s)**”) and who have successfully subscribed to the WAP Competition Pack (hereinafter referred to as “**WAP Competition Pack Member**”) by following the subscription process mentioned hereunder. Participating in this Contest by the WAP Competition Pack Members is optional. The Contest will be available only in English.
 3. A Subscriber by successfully subscribing to the WAP Competition Pack and participating in the Contest, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the procedure for selecting the winners of the Contest as set out herein, and any appropriate changes that may be made to this Contest 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 WAP Competition Pack Member and the terms and conditions of the WAP Competition Pack shall be deemed to be incorporated herein.
5. Also, by participating in this Contest, 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 Contest 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 Contest, solely at Your own risk; and
 - Warrant that prior to playing this the Contest, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein and the terms and conditions under WAP Competition Pack.
6. Participation in the Contest will be construed as an acknowledgement and acceptance of the Terms and Conditions set out herein and the terms and conditions of the WAP Competition Pack and You further agree to be bound by these Terms and Conditions.



7. These Terms and Conditions for the Contest may also be available on the website at the following address: www.vodafone.in and <http://vodafone.contestzone.in> (“Website”). The Terms and Conditions of the Contest can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.

8. Procedure and Eligibility to participate in the Contest:

This Contest is valid for active 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 existing active Subscriber of Vodafone India;
- He/she is a WAP Competition Pack Member;
- He/she must belong to any of the Circles mentioned above;
- For Prepaid Subscribers – He/she must have the minimum requisite balance of Rs 2 per day during the Contest Period to participate in the Contest;
- 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 order etc. and / or is prohibited from entering any contractual relationship.

Further, the Subscribers who participate in the Contest and are chosen as winners of each category of prize 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 he/she is the Subscriber of the mobile number, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

9. Subscription process for WAP Competition Pack:

a) The active Subscribers of Vodafone India may subscribe to the WAP Competition Pack either by logging on to <http://10.10.5.215/2159>, through Short Message Service (“SMS”) by sending KHEL to the toll free number 111 or 144 or through Unstructured Supplementary Service Data (“USSD”) string by dialing *567*969#.

- Subscription to the WAP Competition Pack is without any additional charges other than the normal GPRS usage charges.
- GPRS browsing charges will be applicable as per the Subscriber’s data plan on his/her number registered with Vodafone India for all the Subscriber’s subscribing, unsubscribing or playing any contest on WAP Competition Pack.



- All WAP Competition Pack Members will automatically be eligible to play all contests and win prizes offered under all contests launched as part of the WAP Competition Pack, as will be detailed in the terms and conditions of that respective contest. The prizes may vary from one contest to another contest.
- The WAP Competition Pack Members are required to maintain a minimum balance of Rs. 2 throughout the period when there is any contest live under the WAP Competition Pack.
- Once the Subscriber has successfully subscribed to the WAP Competition Pack, he/she will get an SMS on his/her number registered with Vodafone India informing him/her about the current Contest or upcoming contests, prizes to be won and that the current Contest can be played at just Rs. 5/-, Rs. 3/- or Re. 1/- depending on the balance available on his/her number registered with Vodafone India. If the subscription is unsuccessful, the Subscriber will be sent an appropriate SMS on his/her number registered with Vodafone India telling him/her to try again later.
- All WAP Competition Pack Members will be charged Rs. 5/-, Rs. 3/- or Re. 1/- on all contest days, depending on the balance available on his/her number registered with Vodafone India, irrespective of whether they participate in any contest or not, once they have successfully subscribed to the WAP Competition Pack, until the completion of a contest or until they unsubscribe from the WAP Competition Pack, whichever is earlier, unless the pricing has been revised for a particular contest or for all further contests, in which case the price revision will be communicated in advance.
- If a WAP Competition Pack Member does not get charged continuously for a period of 30 days when a contest is active, the system will automatically deactivate the subscription to the WAP Competition Pack, without any liability on the Organizer and the WAP Competition Pack Member shall not have any claims against the Organizer or Vodafone India in this regard. The WAP Competition Pack Member will be sent an SMS on his/her number registered with Vodafone India upon deactivation, which will also inform how he/she can subscribe to the WAP Competition Pack.
- All WAP Competition Pack Members will be sent regular SMS updates and details about the current and the upcoming contests on their numbers registered with Vodafone India, informing about the prizes and charges with the terms and conditions URL of the specific contest. The SMS will contain the method of unsubscribing from the WAP Competition Pack, so that the WAP Competition Pack Members are educated about the same.



- WAP Competition Pack Members will not be charged any amount on non-contest days (i.e. after the end of one contest, and before the start of the next contest).
- If a WAP Competition Pack Member wants to unsubscribe from the WAP Competition Pack then it can be done by sending CAN KHEL to 111 or 144 or clicking on <http://10.10.5.215/2159> (“WAP link”). Upon effective un-subscription, an SMS will be sent to the Vodafone India number of the WAP Competition Pack Member confirming the un-subscription from the WAP Competition Pack.

- b.** A Subscriber can subscribe and unsubscribe to the WAP Competition Pack multiple times- i.e. if he/she unsubscribes from the WAP Competition Pack he/she can subscribe again, at any time, if he/she wishes to do so during the validity of the WAP Competition Pack. Upon each fresh subscription/ re-subscription, the Subscriber will be charged again, in case there is a contest live on that day and therefore the amount deducted may be more than Rs. 5/- per day.

10. Charging:

a) GPRS browsing charges will be applicable as per the Subscriber’s data plan, for Subscribers subscribing, unsubscribing or playing the Contest.

b) On all days of the Contest, all WAP Competition Pack Members will be charged Rs.5, Rs. 3 or Re. 1 per day, depending on the balance available on his/her number registered with Vodafone India.

c) Charging for a particular day will be done irrespective of successful charging or failure for the previous day. Once charged, the amount will not be refunded to the WAP Competition Pack Members under any circumstances.

d) WAP Competition Pack Members who do not have Rs. 5 balance will be charged Rs. 3 and WAP Competition Pack Members who do not have Rs. 3 balance will be charged Re. 1 for that particular day.

e) Based on the amount charged on a particular day, the WAP Competition Pack Members will be allowed to answer questions as mentioned below for that particular day.

- WAP Competition Pack Members that are charged Rs. 5 will get to answer 7 questions;
- WAP Competition Pack Members that are charged Rs. 3 will get to answer 5 questions; and
- WAP Competition Pack Members that are charged Re. 1 will get to answer 3 questions.

f) If the charging is successful, the WAP Competition Pack Member will get a confirmation SMS on his/her number registered with Vodafone India which will include details of the URL on which he/she can participate in the Contest and the URL for the Terms and Conditions.



g) All WAP Competition Pack Members will be charged from the first day of the Contest, or the day he/she subscribes to the WAP Competition Pack, as applicable, till the end of the Contest, or the day till he/she unsubscribes from the WAP Competition Pack, whichever happens first.

11. Contest:

- Contest will be available at <http://10.10.5.215/2159> for all WAP Competition Pack Members.
- WAP Competition Pack Members will be allowed to play the Contest, only after successfully subscribing to the WAP Competition Pack and after being successfully charged for the day.
- When a WAP Competition Pack Member accesses <http://10.10.5.215/2159>, after being charged for the day, a welcome text will be displayed, explaining the rules, prizes to be won and the URL of the Terms and Conditions
- The Contest consists of a total of 420 questions, with 2 answer options each. WAP Competition Pack Members have to click on the 1st option or 2nd option, to answer the relevant question.
- Every day, all successfully charged WAP Competition Pack Members will be sent the 1st question of the day as an SMS on their numbers registered with Vodafone India with the WAP link. WAP Competition Pack Members can answer the question by clicking on the WAP link. If a WAP Competition Pack Member has already started answering the questions for that day through the WAP link, she/he will not be sent the 1st question as an SMS.
- The WAP Competition Pack Member will get only one chance to answer each question. Once the WAP Competition Pack Member has answered a question, he/she will be given their updated scores and taken to the next question whether the answer is wrong or right.
 - A WAP Competition Pack Member cannot answer more than 7 questions on any given day. The scores of the WAP Competition Pack Members in a day will not get carried over to the next day. His/her score will be reset to zero at the start of each day. The selection of the Winner for Daily 1st Prize, for Daily 2nd Prize and for Daily 3rd Prize will be based only on the points scored by a WAP Competition Pack Member on each day.
- For every right answer the WAP Competition Pack Member will get 1 point. There is no negative marking for a wrong answer.
- If a WAP Competition Pack Member stops playing the Contest after answering the nth question then when s/he visits the WAP link to play the Contest on the same day, s/he will be given the (n+1)th question.



- Irrespective of whether or not the WAP Competition Pack Member has answered all the questions on a particular day, when s/he accesses the WAP link on the next day, s/he will be given the first question of that day.
- The WAP Competition Pack Member will be given the questions one after the other till s/he finishes answering all the questions for that day.
- The questions under the Contest shall be based on general information available to public at large.
- There will be a black-out time for the Contest every day between 11:45 PM and 12:15 AM of the next day. This black out time will be communicated to all Subscribers at the time of subscription to the WAP Competition Pack. During this time the WAP Competition Pack Members will not be allowed to play the Contest.
- If a WAP Competition Pack Member wishes to unsubscribe from WAP Competition Pack, it can also be done by sending CAN KHEL as an SMS to 144 or 111 or by visiting the WAP link. Upon effective un-subscription, an SMS will be sent to the Vodafone India number of the WAP Competition Pack Member confirming his/her un-subscription from the WAP Competition Pack.
- Participation will be open only in the above mentioned Circles of Vodafone India and Subscribers roaming outside their home-circles will be barred from subscribing to the WAP Competition Pack and participating in this Contest.

12. Winner Selection Criteria:

a) Bumper Prize:

The selection for the Bumper Prize will be conducted after the Contest ends. One MSISDN per Zone* with the minimum cumulative score of 210 points, in the least amount of time, during the Contest Period will be selected as the Winner of gold vouchers from Gitanjali worth up to Rs. 1,00,000. The winning MSISDNs will be removed from the list of eligible MSISDNs for the 1st Prize.

b) 1st Prize:

The selections for the 1st Prize will be conducted after the Contest ends and the Bumper Prize Winners are selected. One MSISDN per Zone* with the minimum cumulative score of 175 points, in the least amount of time, during the Contest Period will be selected as the Winner of a smart phone worth up to Rs. 8,420.

c) Daily 1st Prize:

Daily 1st Prize will be conducted for each day of the Contest Period. One MSISDN, per Zone*, with the highest score on each day, in the least amount of time, will be selected as the Winner of Mobile



Recharge⁵ worth up to Rs. 208. The winning MSISDNs will be removed from the list of eligible MSISDN's for Daily 2nd Prize and Daily 3rd Prizes of each day.

d) Daily 2nd Prize:

Daily 2nd Prize will be conducted for each day of the Contest Period. The selection of the Winner of the Daily 2nd Prize will be conducted after the selection of Winners of the Daily 1st prize of each day. One MSISDN, per Zone*, with the score of at least 5 points in the least amount of time, on each day, will be selected as the Winner of Mobile Recharge worth up to Rs. 100. The winning MSISDNs will be removed from the list of eligible MSISDNs for Daily 3rd prize of each day.

e) Daily 3rd Prize:

Daily 3rd Prize will be conducted for each day of the Contest Period. The selection of the Winner of the Daily 3rd Prize will be conducted after the selection of the Winners of the Daily 1st Prize and Daily 2nd Prize of each day. One MSISDN, per Zone*, with the score of at least 3 points in the least amount of time, will be selected as the Winner of Mobile Recharge worth up to Rs. 50.

***Classification of Circles and Zones:**

S.No.	Circle(s)	Zone
1	ANDHRA PRADESH	South
2	ASSAM	East
3	NORTH EAST	East
4	BIHAR	East
5	DELHI & JAMMU & KASHMIR	North
6	GUJARAT	West
7	HARYANA	North
8	KARNATAKA	South
9	KERALA	South
10	KOLKATA	East
11	MAHARASTRA & GOA	West
12	MADHYA PRADESH	West
13	MUMBAI	West
14	ORISSA	East
15	PUNJAB	North
16	HIMACHAL PRADESH	North
17	RAJASTHAN	West
18	UTTAR PRADESH EAST	North
19	UTTAR PRADESH WEST	North

⁵Recharge is the amount that will be given to the Winners as talk-time, based on the available denominations and/or offers in the respective circle-group or State. In case in any of the Circles or Zones, the talk-time recharge value or denomination offered in the Contest is not available, the Winners will be provided with the nearest value or denomination available for talk-time, / data or SMS recharge which could be equal to or closest to the recharge value or denomination offered. All taxes and charges including but not limited to State tax, cess, operator charges etc. on such recharge will be applicable and will be borne by the Winner.



20	WEST BENGAL	East
21	TAMIL NADU & CHENNAI	South

In the selection of the Bumper Prize and 1st Prize, in case of a tie in the score and in the time taken to answer, 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.

f) In case of a tie in the selection of any of the above-mentioned Daily Prizes, all the tied MSISDNs will receive the prize.

g) Subject to the above mentioned conditions, a WAP Competition Pack Member is eligible to win more than one prize during the Contest period, which means that he/she can win more than one prize provided he/she meets the above said criteria of the respective prizes.

13. The list of Winners of all prizes will be announced after the end of the Contest and after all the Winner selection processes are completed.

14. All prizes will be given after deducting various taxes, license fees and charges as applicable.

15. To be eligible to claim the prizes of the Contest, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement.

16. All decisions of the Organizer in respect of all transactions under this Contest, including without limitation the selection of Winners and other related transactions shall be final and binding and no correspondence or communication shall be entertained in this regard.

17. All prizes offered in this Contest are subject to availability. The Organizer reserves the right to provide alternate models or brands of the same value of the respective prizes or issue a Bank Voucher (defined below), of the same value, for any of the prizes at its sole discretion.

18. After the selection and validation of the Winners of all the prizes 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 prizes. 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 prizes (“**Intimation**”). The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer under the respective categories under the Contest. The prizes offered under the Contest 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 Contest. In the event no special event is being conducted by the Organizer, the Winners shall be required to provide their address to which the prizes may be sent by the Organizer, by calling the number provided in the SMS within 7 days 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 playing the Contest. Delivery of prizes will be subject to the Winner giving the correct address and his/her availability there. The Winners agree that there shall be no liability on the Organizer or Vodafone India in the event the Winners cannot be contacted, on any account whatsoever. In the event that any of the Winners cannot be reached over phone or through SMS for a period of 3 days from the date of Intimation or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.

19. Without prejudice to the foregoing Clause 18, any failure on the part of the Winner under this Contest to comply with directions issued by the Organizer shall entitle the Organizer, 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 Contest and the prize shall not be transferable and no request shall be entertained by the Organizer for such transfer. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the place specified by the Organizer.

20. WAP Competition Pack Members may directly contact OnMobile at 1800 1234 000 (toll-free) regarding any queries / complaints pertaining to the Contest between 9.30 AM and 6.30 PM on all working days from Monday to Friday. Alternatively, the WAP Competition Pack Members can send an email to contest@onmobile.com which will be answered on working days, between Monday to Friday. All disputes must be addressed by the WAP Competition Pack Member in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.

21. By participating in the Contest, 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 Contest from the Organizer, as it may in its sole and absolute discretion decide.



22. Organizer, Vodafone India or their affiliates shall be entitled to use, in any manner, the details of the WAP Competition Pack Members 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 Contest, all WAP Competition Pack Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected WAP Competition Pack Members to other WAP Competition Pack Members unless expressly mentioned herein.

23. Prize(s) shall not be transferable. Cash alternative for the prizes above maybe given at the sole discretion of the Organizer. Mere participation in the Contest shall not entitle a WAP Competition Pack Member to the prize. No other person or agent can claim the prize on behalf of the WAP Competition Pack Member, unless specifically mentioned herein.

24. A Bank Voucher or Bank Card acts as a pre-filled card, in which the Winner's prize amount, less TDS if applicable, is available and is given to the Winners at the discretion of the Organizer. This Bank Voucher can be used / swiped as a debit card in all outlets where Bank Cards are accepted. The Bank Voucher or Bank Card is valid for a period of up to 1 year from the date of its issue. The applicable terms and conditions for such Bank Vouchers shall be the terms and conditions stipulated by the relevant Bank. This Bank Card or Bank Voucher may be issued by the Organizer, at its sole discretion, to any category of prizes.

25. The gold voucher will be given to the Winner(s) 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 Value Added Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of tax deducted at source, and also a statement showing the value of the gold received.

26. The purity of the gold being offered as prize in this Contest will be of 22 carat certified gold.

27. A WAP Competition Pack Member 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 28 herein.

28. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):

- a. Identity Proof;
- b. Address Proof;



c. Photocopy of PAN Card; and

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 the Organizer under the WAP Competition Pack;

e. 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 the Organizer, 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.

29. 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.

****A WAP Competition Pack Member earning prize in excess of INR 10,000 in a year in aggregate from all contests / 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.

30. Organizer and Vodafone India is not liable for any direct/indirect costs or expenses in relation to the Contest which are to be borne by the WAP Competition Pack Member personally, including without any limitation applicable taxes to be borne by the WAP Competition Pack Members eligible for the prize.

31. The WAP Competition Pack Members shall not have the right to claim any damages, loss or costs from the Organizer and Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever.

32. Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the WAP Competition Pack Members in connection with the Contest.

33. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizer and Vodafone India including, but not limited to, meeting of the WAP Competition Pack Member's requirements or aspirations, timeliness, security, the results or reliability of the Contest, delay in time taken or recorded to answer a question including under the tie-breaker process or 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; (b) The WAP Competition Pack Member expressly agrees that his/her participation in the Contest offered by the Organizer is at the WAP Competition Pack Member's 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 Contest shall be construed to mean the giving of any warranty of any kind by the Organizer.

34. 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 the Organizer before accepting the delivery of the prize. Any failure on the part of the Winners to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s).

35. The prizes shall be handed over by the Organizer on receipt of all the documents, from the Winners, required to process the distribution of the prize/s.

36. The list of Winners of the prizes shall be published on www.vodafone.in and on <http://vodafone.contestzone.in> after the end of the Contest.

37. 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, gift tax (if any), insurance and any other taxes applicable by the Central, State or Municipal government.

38. This offer under this Contest cannot be used in conjunction with any alternative offer or promotion.

39. 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 Vodafone India and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to WAP Competition Pack or this Contest as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of WAP Competition Pack or the Contest caused as a result of such Force Majeure Event to the WAP Competition Pack Members.

40. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.



41. This Contest 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.

42. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the WAP Competition Pack, so far as the same impact the terms and conditions of subscription to WAP Competition Pack as are specifically provided hereunder, the terms and conditions of the WAP Competition Pack shall prevail. In the event of any such discrepancies impacting the Terms and Conditions of this Contest, only these Terms and Conditions shall prevail and override the terms and conditions of the WAP Competition Pack.

43. 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 WAP Competition Pack Member in any manner.

44. Neither Vodafone India nor OnMobile shall be responsible for any claims arising out of technical failures before, during or after the completion of the Contest including but not limited to any technical failures in the telephone lines, any action that has been initiated, actioned or completed through the WAP Competition Pack Members mobile phone, delay in time recorded or taken for answering a question through voice mode during the tie-breaker process, failure of servers or the failure to provide the correct Contest 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.

45. Organizer, 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 WAP Competition Pack Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Contest.

46. Organizer and Vodafone India reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer or Contest or any part thereof 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 WAP Competition Pack Members 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 WAP Competition Pack and any other services offered on and/or through WAP Competition Pack. Your continued subscription to WAP Competition Pack and/ or participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.

47. The WAP Competition Pack Members shall indemnify and keep indemnified Vodafone India and OnMobile, Vodafone India and their respective 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 WAP Competition Pack Members under the Terms and Conditions, any failure by the WAP Competition Pack Member participating in the Contest 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 WAP Competition Pack Member. The Organizer, 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 WAP Competition Pack Member or the Contest.

48. An officer, director, employee, agent, associates, distributors, dealers of the Organizer or Vodafone India shall not be eligible to win any of the prizes offered in the Contest.

49. Vodafone India and Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates or any third party without consent of the WAP Competition Pack Members.

50. The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any WAP Competition Pack Member who tampers with or who in any way abuses the process or Terms and Conditions of the Contest. Failure by the Organizer or Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights.

51. Any attempt by a WAP Competition Pack Member to deliberately undermine the legitimate operation of the Contest is a violation of laws and should such an attempt be made, the Organizer and/or Vodafone India reserve the right to seek damages from any such WAP Competition Pack Member to the fullest extent permitted by law.



52. 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 WAP Competition Pack Members under this Contest. OnMobile is also not liable for any defect or deficiency in the prize(s) so offered to or availed by the WAP Competition Pack Members under this Contest. The WAP Competition Pack Members shall not have the right to claim any damages, loss or costs from OnMobile for delay in delivery of the prize(s) on any grounds whatsoever.

53. Organizer does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the WAP Competition Pack Members.

54. Organizer, 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 WAP Competition Pack Member in respect of the Contest.

55. You, the WAP Competition Pack Member, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP, 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, WAP site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

56. Nothing in the Contest shall affect any intellectual property rights of the Organizer or Vodafone India or any of its affiliates in any product or service made available on the Website.

57. 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.

58. By participating in the Contest, the WAP Competition Pack Members 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. The WAP Competition Pack Members also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.



59. Any WAP Competition Pack Member providing any incorrect information, concealing or withholding any information from the Organizer 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 WAP Competition Pack Member, shall entitle the Organizer to disqualify him/her without any further intimation.

60. The WAP Competition Pack Members and Winners hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Contest in respect of the WAP Competition Pack Members (including WAP Competition Pack Member 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.

61. The Winner's name will be announced as registered in the system of Vodafone India.

62. 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.

63. This Contest contains factual references to the names of certain companies, products and individuals. The Organizer 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.

64. 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.