



TERMS AND CONDITIONS FOR THE VODAFONE 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 "**VODAFONE COMPETITION PACK**". BY PROCEEDING WITH REGISTRATION/SUBSCRIPTION TO THE **VODAFONE COMPETITION PACK**, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS ("**Terms and Conditions**"), PLEASE DO NOT SUBSCRIBE TO THE **VODAFONE COMPETITION PACK**.

Terms and Conditions:

The Vodafone Competition Pack (also referred to as "**Competition Pack**") is organized and hosted by **OnMobile Global Ltd.**, a company incorporated under the Companies Act, 1956 and having its registered office at No 26, Bannerghatta Road, J.P. Nagar 3rd phase, Bangalore - 560076 ("**OnMobile**" or "**Organizer**") and is open for subscription to prepaid and post-paid category of Subscribers¹ ("**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 Spacetel Limited (hereinafter collectively referred to as "**Vodafone India**") residing in India and within the following Vodafone India telecom service areas ("**Circles**")-ANDHRA PRADESH, ASSAM, BIHAR, DELHI, GUJARAT, HARYANA, HIMACHAL PRADESH, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, MUMBAI, NE, ORISSA, RAJASTHAN, WEST BENGAL, UTTAR PRADESH EAST, UTTAR PRADESH WEST, JAMMU & KASHMIR, PUNJAB, CHENNAI & TAMIL NADU. Subscription to this Competition Pack was originally valid from **13th December 2010 from [from 00:00:01 hrs] to 31st December 2013 [till 23:59:59 hrs]**. The subscription to and the validity of the Competition Pack has been extended till 31st December 2016. All Vodafone India Subscribers that subscribe to the Competition Pack on or after 21st May 2013 [**00:00:01 hrs**] will be subscribed with the extended validity. All the existing Subscribers of Competition Pack as on 21st May 2013 can register for this extended validity till 31st December 2013 by confirming for extended subscription either by sending Short Messaging Service ("**SMS**") by typing **CONSENT** to **55677** or by calling the Interactive Voice Response ("**IVR**") by dialing [**5670390**] or through Unstructured Supplementary Service Data ("**USSD**") by dialing [***567*960#**]. Existing Subscribers who do not register for this extension through explicit consent will be automatically deactivated from the Competition Pack at 23:59:59 hours on 31st December 2013, even though any competition of the Competition Pack may be live during this period and SMS in respect of the same will be sent to such deactivated Subscribers.

Once the Vodafone India Subscriber has subscribed to the Vodafone Competition Pack, he/she will become a member of the Competition Pack ("**Competition Pack Member**") and will be allowed to participate in any

¹ Subscriber shall mean the rightful user of the connection, in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the User 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.



competition that may be launched as part of this Competition Pack. Subscription to this Competition Pack is valid until the expiry of this Competition Pack or until such time as the subscriber chooses to unsubscribe from the Competition Pack.

A Subscriber, by subscribing to the 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 Competition Pack. The subscription period for individual competitions launched under this 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 Competition Pack Member.

All existing and new Subscribers of the Competition Pack, hereby:

- Agree 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 Competition Pack.
- Agree that they are entering into this 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 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; and
- Warrant that prior to subscribing to 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 address: www.Vodafone.in/competition ("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 Competition Pack, You indicate Your acknowledgement and acceptance of these Terms and Conditions.

Procedure and Eligibility for subscription:

1. Eligibility

The Competition Pack is open for subscription for all active prepaid and post-paid Vodafone India Subscribers who fulfil the following criteria:

- Subscriber must be of or above 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must belong to any one of the Circles mentioned herein;
- Subscriber must be an active Vodafone India Subscriber;
- Subscriber must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and



- Subscriber must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

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 competitions under the Competition Pack or any other competitions offered by the Organizer and Vodafone India, jointly.

2. To subscribe to the Vodafone Competition Pack:

- a. The Vodafone subscribers have to call 5670330 (Toll Free) or Dial the Unstructured Supplementary Service Data (USSD) string *567*899# or SMS ACT LAKH to 144 or 111 (Toll Free) or press 1 through Out Bound Dialers (“OBDs”)/In Bound -dialers.**
 - Subscription to the Competition Pack is completely free.
 - On subscribing, the Subscriber will receive an acknowledgement SMS telling him/her that his/her subscription request has been accepted and is being processed. He/she will then be sent a subscription confirmation SMS on his or her Vodafone India number once his/her subscription to the Pack has been confirmed.
 - Once the Subscriber has successfully subscribed he/she will get an SMS informing about the current or upcoming competition, prizes to be won and any competition can be played at just Rs.5/-, Rs 3/- or Re.1/- per day depending on the balance available on his/her number registered with Vodafone India.
 - Competition Pack Members who do not have Rs. 5 balance will be charged Rs. 3 and the Competition Pack Members who do not have Rs. 3 balance will be charged Re 1 for that particular day.
 - If the subscription is unsuccessful, the Subscriber will be sent an appropriate SMS telling him/her to try again later on his or her Vodafone India number.
 - All Vodafone Competition Pack Members will automatically be eligible to play and win prizes offered in all competitions launched as part of the Competition Pack, as will be detailed in the terms and conditions of that respective competition. These prizes may vary from one competition to the next.
 - All 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 the competition or not, once they have subscribed to the Competition Pack until the completion of the competition or until they unsubscribe, 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 Competition Pack Members are required to maintain a minimum balance of Rs. 2/- throughout the period when there is any competition live under the Competition Pack. If a Competition Pack Member does not get charged continuously due to insufficient balance for a period of 30 competition days, the system will automatically deactivate the Subscriber from the 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 Subscriber can subscribe again to the Competition Pack.



- If a Competition Pack Member wants to unsubscribe from this Competition Pack then it can be done by calling 5670330 toll-free or sending an SMS typing CAN LAKH to 144 or 111. Upon effective un-subscription, an SMS will be sent to the Vodafone India number of the Competition Pack Member confirming the un-subscription from the Competition Pack.
 - All 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 Competition Pack, so that the Subscribers are educated about the same.
 - Competition Pack Members will not be charged any amount on non-competition days (after the end of one competition, and before the start of the next competition).
- b. A Subscriber can subscribe and unsubscribe to the Competition Pack multiple times- i.e. if he/she unsubscribes from the Competition Pack, he/she can subscribe again, at any time, if he/she wishes to do so during the validity of the 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 Competition Pack Members might win, owing solely to his/her membership to the 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 and distributed by the Organizer or a third party, as set out in the terms and conditions of that particular competition. These prizes shall be distributed by the Organizer or a third party through any means, and at any time, as it may deem fit These prizes will be mentioned in the individual competitions' terms & conditions separately. The prizes shall not be distributed from the amount charged by OnMobile or Vodafone India for playing any competition under Competition Pack.
 4. The prizes under Competition Pack are neither assignable nor transferable under any circumstances. All the prizes shall be subject to such other terms and conditions as may be applicable to specific prizes under specific competitions and shall have to be duly complied with by the winners of each competition.
 5. You may contact OnMobile at the toll-free number [1800 1234 000] regarding any queries, complaints, disputes pertaining to the 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 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.
 6. By subscribing to the 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.

7. By subscribing to the Competition Pack, the Competition Pack Member consents 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 Competition Pack: name, mobile phone number, score and/or photograph ("**Information**"). The 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.
8. You acknowledge and agree that all copyright and trade marks and all other intellectual property rights in the SMS content, WAP or Website and all material or content related to the Competition Pack shall remain, at all times, owned by Vodafone or the Organizer or their respective owners. All material and content contained in this Website is made available for your personal and non-commercial use only. Any other use of the material or content on this Website and/or WAP site and/or any information disseminated by SMS or any other means of communication are strictly prohibited.
9. 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.
10. All prizes offered in any of the competitions of Competition Pack are subject to availability. Organizer reserves the right to provide alternate models or brands for any of the prizes without prior intimation or consent of the participants of any competition under the Competition Pack.
11. After the selection and validation of the winners of all the prizes under a specific competition of Competition Pack, the winners will be contacted, by calling them for 3 consecutive days on the number of the Vodafone 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 the winner does not answer the calls of the Organizer, an SMS will be sent to the winner intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes. 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. 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 or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.



12. Without prejudice to the foregoing Clause 11, 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. In the event the prizes are not delivered to the winners or have not been collected by the winners of a particular competition under Competition Pack after intimating the winner, he/she is required to contact the Organizer by contacting the address mentioned under Clause 5 hereinabove. 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.
13. Any Competition Pack Member providing any incorrect information, concealing or withholding any information from the Organizer with an intent to participate and/or win any prize/s in any competition under 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, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Competition Pack Member, shall entitle the Organizer to forthwith disqualify him/her without any further intimation.
14. 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.
15. All prizes/gifts must be claimed by the winner, along with the documents specified herein below within the specified timelines specified under each competition. 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
 - Proof of holding the Vodafone telephone connection
 - Letter of Compliance with rules and regulations and declarations in the format as may be required by Vodafone etc.
16. The employees of Vodafone India / OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate or win any of the prizes offered in any of the competitions launched as a part of the 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 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 Competition Pack or any competition thereunder caused as a result of such Force Majeure Event to the Competition Pack Members and the subscribers to individual competitions.

- 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 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 Competition Pack Members or Subscriber's requirements or aspirations, timeliness, security, the results or reliability of any competition, 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 Competition Pack or any transactions effected through Competition Pack; (b) The Subscriber expressly agrees that his/her participation in the 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 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 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 Competition Pack.
- 21.** 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 Competition Pack Members.
- 22.** The Competition Pack Members participating in each individual competitions under 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 Competition Pack Members under the Terms and Conditions hereunder or under the terms and conditions of the specific competition, any failure by the 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



Competition Pack Member. The Organiser, 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 Competition Pack, any competition thereunder or otherwise.

- 23.** Nothing in the 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.
- 24.** This offer under the Competition Pack cannot be used in conjunction with any alternative offer or promotion of similar nature.
- 25.** These terms 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.
- 26.** The decision of the Organizer in respect of all transactions/issues pertaining to the Competition Pack shall be final and binding on all Subscribers.
- 27.** Neither the Organizer nor Vodafone India shall be responsible for any claims arising out of technical failures before, during, between or after the completion of any competition in the Competition Pack, including but not limited to any technical failures in the telephone lines, mobile connectivity, any action that has been initiated, actioned or 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 Subscriber(s) and the Competition Pack Member(s) hereby agrees and undertakes 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 the Subscriber may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of the Competition Pack or any related competitions.
- 29.** Organizer and Vodafone India reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify any part of the Competition Pack or any part thereof including the Terms and Conditions, individual competitions and prizes at its sole discretion at anytime during its validity as may be required in view of business exigencies and/or 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 from and shall be binding on the 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 the Competition Pack and any other services offered on and/or through Competition Pack by unsubscribing. Your continued subscription to Vodafone 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, insurances, transfer and other expenses, if any, will be borne by the winner.
- 31.** Failure by the Organiser 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 Organiser shall at all times be binding and final.
- 32.** This Competition is being made purely on a "best endeavor" basis and participation of eligible Subscribers is voluntary, and subject to acceptance of these Terms and Conditions.
- 33.** These Terms & Conditions are governed by the Laws of India and the exclusive jurisdiction in this matter will reside with the Courts in Bangalore.