



TERMS AND CONDITIONS – CAR DHAMAAL COMPETITION

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 THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**CAR DHAMAAL COMPETITION**”. BY PROCEEDING WITH PLAYING THE **CAR DHAMAAL COMPETITION**, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS AND THE **VODAFONE COMPETITION PACK TERMS AND CONDITIONS** WHICH SHALL BE DEEMED TO BE INCORPORATED HEREIN (“**Terms And Conditions**”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE **CAR DHAMAAL COMPETITION**.

1. “**Car Dhamaal Competition**” (hereinafter referred to as the “**Competition**”) is conceptualized, organized and hosted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (“**OnMobile**” or “**Organizer**”) and is open for subscription to active¹ pre-paid and post-paid category of Subscribers² (“**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 referred to as “**Vodafone India**”) is launched as part of the Vodafone Competition Pack (hereinafter referred to as “**Competition Pack**”) and is open during the period from **25th September 2013, 00:00:01 hrs to 23rd November 2013, 23:59:59 hrs** (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit, and any such change shall be published on the website, <http://vodafone.contestzone.in> and www.vodafone.in (“**Website**”).
2. The Competition is open for all Subscribers who satisfy the eligibility criteria mentioned below and who belong to the following Vodafone India telecom circles (“**Circles**”) of ANDHRA PRADESH, ASSAM, BIHAR, DELHI, GUJARAT, HARYANA, HIMACHAL PRADESH, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, MUMBAI, NORTH EAST, ORISSA, RAJASTHAN, WEST BENGAL, UTTAR PRADESH EAST, UTTAR PRADESH WEST, JAMMU & KASHMIR, PUNJAB, CHENNAI & TAMIL NADU who have successfully

¹ 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 Subscriber shall mean the rightful user of the Vodafone India connection, in whose name the mobile phone connection 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.



subscribed to the Competition Pack (hereinafter referred to as “**Competition Pack Member**”) by following the subscription process mentioned hereunder.

3. Eligibility

This Competition is open for subscription for all 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 be a Competition Pack Member;
- Subscriber must belong to any one of the Circles mentioned herein;
- Subscriber must be an active Subscriber;
- For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Rs.2 per day, to be eligible for being considered for the Bumper Prize, Daily Prize and other such prizes as applicable under the Competition hereunder;
- 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.

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 and the terms of the Competition Pack shall be deemed to be incorporated herein.

Also, by participating in this Competition, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk;
- 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 have submitted; and
- Warrant that prior to subscribing to the Competition, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein and the Terms and Conditions of the Competition Pack.

The Competition will be available in the below mentioned languages:

English, Hindi, Gujarati, Marathi, Punjabi, Bengali, Malayalam, Telugu, Kannada and Tamil.

A Competition Pack Member, by subscribing to the Competition Pack and/or participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the winners under this Competition as set out herein, and any appropriate changes that may be made to this Competition by the Organizer including due to any legal or



regulatory requirement, business exigencies, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the Organizer, its affiliates and associates or for any reason whatsoever.

Competition Pack Members who are roaming outside their home Circle will be barred from playing the Competition.

Further, the Competition Pack Members who participate in the Competition and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition ("**Winner(s)**") 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. If the Winner is not able to provide sufficient evidence to show that he/she is the owner of the mobile connection, the Organizer reserves the right to award the prize to the next eligible Winners or to forfeit the prize, at its sole discretion.

4. These Terms and Conditions are available on the Website. The Terms and Conditions can be amended or varied from time to time or withdrawn without prior notice to You and therefore, please visit the Website to keep Yourself updated and informed.

5. Subscription Process to the Competition Pack

a. The 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 2 through Out Bound Dialers ("OBDs") or In Bound -dialers.

- Subscription to the Competition Pack is completely free.
- As soon as a Subscriber sends a subscription request:
 - Through USSD/SMS, he/she will receive an acknowledgement telling him/her that his/her subscription request has been received.
 - By pressing 2 through OBD/IVR, he/she will be informed that his/her subscription request has been received.
- Once the Subscriber has been successfully subscribed he/she will get an SMS informing about the current or upcoming competition, prizes to be won and the current competition can be played at just Rs.5, Rs. 3 or Re 1 per day, depending on the balance available on his or 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 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 any competition or not, once they have subscribed to the Competition Pack until the completion of the competition or until they



unsubscribe from the 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 Competition Pack Members are required to maintain a minimum balance of Rs. 2/-per day 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 on which a competition is live, the system will automatically deactivate the Competition Pack Member from the Competition Pack, without any liability on the Organizer and the Competition Pack Member shall not have any claims against the Organizer or Vodafone India in this regard. The Competition Pack Member will be sent an SMS on his/her number registered with Vodafone India 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 by 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.

6. Charging:

- There will be no subscription charges for the Competition.
- All the Subscribers shall be allowed to play the Competition only after being charged successfully for a particular day.
- All subscribed Competition Pack Members on the first day of the Competition will be charged Rs.5/-, Rs. 3/- or Re. 1/- for that day, depending on the available balance in his/her number registered with Vodafone India from 01:00:00 hours onwards (or from the day on which he/she becomes eligible to participate in the Competition), till the end of this Competition or till the day he/she unsubscribes from the Competition Pack, whichever happens first.



- All Competition Pack Members who subscribe to the Competition Pack, after the Competition starts, will be charged Rs.5/-, Rs. 3/- or Re. 1/-, depending on the available balance in his/her number registered with Vodafone India per day from such date onwards, irrespective of whether they play the Competition or not.
- On subsequent days, the system will try to charge all Subscribers Rs.5/-, Rs. 3/- or Re. 1/-, depending on the available balance in his/her number registered with Vodafone India at 01:00:00 hours, irrespective of successful charging or failure the previous day. This amount will not be refunded to Subscribers under any circumstances.
- 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 charging is successful, Subscriber will get a confirmation SMS on his Vodafone India number, along with the rules, prizes, Terms and Conditions URL, and the number on which s/he can call and participate in the Competition.

7. Competition on Voice

- Competition will be available on the toll-free number 5670330 for all Competition Pack Members.
- If a Competition Pack Member wishes to unsubscribe from the Competition Pack, that can also be done by calling the toll-free number 5670330 or by typing CAN LAKH as an SMS and sending it to 144 or 111 toll-free. 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 of the Competition Pack can play the Competition, by calling the toll-free number 5670330, after being charged for the day.
- Based on the amount charged, Competition Pack Members will be allowed to answer questions for that particular day.
 - Competition Pack Members who are charged Rs 5 will get to answer 7 questions.
 - Competition Pack Members who are charged Rs 3 will get to answer 5 questions.
 - Competition Pack Members who are charged Re 1 will get to answer 3 questions.
- After every question and answer, a “beep” prompt is played. Competition Pack Members can answer the question by pressing 1 or 2, only after the “beep” prompt.
- The questions under this Competition shall be based on general information available to the public at large.
- The Competition consists of a total of 420 questions, with 2 answer options each.
- All Competition Pack Members can play only up to 7 questions on a particular day. There will be a fresh set of 7 questions every day.



- Competition Pack Members can press * to listen to a question again.
- The Competition Pack Member can press 1 for 1st option or 2 for 2nd option on the phone keypad to answer.
- For every right answer the Competition Pack Member will get 1 point. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Competition Pack Member will be played an appropriate prompt and given the next question. If a Competition Pack Member stops playing the Competition after answering the nth question then when he/she calls back on the toll-free number, as mentioned above on the same day, he/she will be played the (n+1)th question. If a Competition Pack Member stops playing the Competition without answering the nth question then when he/she calls back on the toll-free number on the same day, he/she will be played the nth question of the day. i.e., if a Competition Pack Member listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back on the same day, he/she will be played the 4th question of the day, which may be different from what he/she received previously.
- Irrespective of whether or not the Competition Pack Member has answered all the questions on a particular day, when he/she calls on the next day, he/she will be played the first question of that day.
- The Competition Pack Member will be played the questions one after the other till he/she finishes answering all the questions for that day.
- There will be a black-out time for the Competition every day between 11:45 PM and 12:15 AM of the next day. This black-out time will be communicated to all Competition Pack Members at the time of subscription to the Competition Pack. During this time, the Competition Pack Members will not be allowed to play the Competition.

8. Selection of successful Winners – The selection process of the successful Winners for all the prizes in this Competition will be as follows:

Bumper Prize:- One MSISDN across all circle-groups as per the classification of circle groups* mentioned below, with the minimum cumulative score of 210 points, in the least amount of time during the Competition will be selected as the Winner of Toyota Etios Liva. The winning MSISDN will be removed from the list of eligible Competition Pack Members for the 2nd Prize.

2nd Prize:- One MSISDN per circle-group as per the classification of circle groups* mentioned below, with the minimum cumulative score of 175 points, in the least amount of time, during the Competition will be selected as the Winner of Gold Voucher worth up to Rs. 50,000.

Daily 1st Prize:- One MSISDN , per circle-group as per the classification of circle groups* mentioned below, with the score of 7 points, in the least amount of time, on a particular day, will be selected as



the Winner of mobile Recharge¹ worth up to Rs. 500. The winning MSISDNs will be removed from the list of eligible Competition Pack Members for Daily 2nd and 3rd prizes of that day.

Daily 2nd Prize:- One MSISDN , per circle-group as per the classification of circle groups* mentioned below, with the score of at least 5 points, in the least number of questions, in the least amount of time, on a particular day, will be selected as the Winner of mobile Recharge worth up to Rs. 208. The winning MSISDNs will be removed from the list of eligible Competition Pack Members for Daily 3rd prizes of that day.

Daily 3rd Prize:- One MSISDN per circle-group as per the classification of circle groups* mentioned below, with the score of at least 3 points, in the least number of questions, in the least amount of time, on a particular day, will be selected as the Winner of mobile Recharge worth up to Rs. 100.

***Classification of Circle-groups:**

S.No.	Circle-Groups
1	ANDHRA PRADESH
2	ASSAM + NORTH EAST
3	BIHAR
4	DELHI
5	GUJARAT
6	HARYANA
7	KARNATAKA
8	KERALA
9	KOLKATA
10	MAHARASTRA
11	MADHYA PRADESH
12	ORISSA
13	MUMBAI
14	PUNJAB + HIMACHAL PRADESH + JAMMU & KASHMIR
15	RAJASTHAN
16	UTTAR PRADESH EAST
17	UTTAR PRADESH WEST
18	WEST BENGAL
19	CHENNAI & TAMIL NADU

¹ Recharge 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 circle-groups, the talk-time recharge value or denomination offered in the Competition 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.



- In the selection of the Bumper Prize or 2nd 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. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.
 - In case of a tie in the selection of any of the Daily Prizes, all the tied MSISDNs will receive the prize.
 - A Competition Pack Member is eligible to win more than one prize during the period of the Competition, which means that s/he can win more than one Prize provided s/he meets the above said criteria of the respective Prizes.
9. All prizes will be given after deducting various taxes, license fees and charges as applicable.
 10. The list of Winners of all prizes will be announced after the end of the Competition and after all the Winner selection processes are completed.
 11. All Prizes offered in this Competition will be sponsored and distributed by the Organizer or any third party.
 12. All decisions of Organizer in respect of all transactions under this Competition, 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.
 13. 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, wealth tax (if any), insurance and any other taxes applicable by the Central, State or Municipal government.
 14. After the selection and validation of the Winners of all the prizes under the Competition, the Winners will be contacted, by calling them on 3 consecutive days on the number of the Winner 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 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 Prizes offered under the Competition may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Competition. 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 shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing the 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.

15. Without prejudice to the foregoing Clause 14, any failure on the part of the Winner under this 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. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“PAN”) of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Competition and the prize shall not be transferable and no request shall be entertained by 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.
16. To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement.
17. Competition Pack Members may directly contact OnMobile at 1800 1234 000 (toll-free) regarding any queries / complaints pertaining to the Competition between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, Subscribers 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 disputes must be addressed by the Competition Pack Members in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.
18. By entering the Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages including without limitation daily updates of the score of the Competition from the Organizer, as it may in its sole and absolute discretion decide.
19. Organizer, Vodafone India or their affiliates shall be entitled to use, in any manner, the details of the Competition Pack Members including the Information i.e. name, photograph, Vodafone India mobile number, address etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Competition, all participants hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Competition Pack Member to other Competition Pack Members unless expressly mentioned herein.
20. By participating in the Competition, 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.

21. Prize(s) shall not be transferable. Cash alternative for the prizes above may be given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle a Competition Pack Member to a prize. No other person or agent can claim the prize on behalf of the Winner.
22. All prizes offered in this Competition are subject to availability. Organizer reserves the right to provide alternate models or brands of the same value, for any of the prizes or issue a Bank Voucher (defined below) for the value of the prize won under the Competition, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Voucher.
23. 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 or 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 2 years 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 of the category of prizes.
24. The value of the vehicle offered as Bumper Prize in this Competition i.e. Toyota Etios Liva shall not exceed Rs. 5 Lakhs (ex-showroom price). In case the specified model, type of car offered in this Competition as Bumper Prize is discontinued or not available during or after the Competition, the Organizer will at its own discretion offer another vehicle of the same value which may or may not be of the same brand. If the Winner wants the exact same model or type of vehicle of the same brand mentioned as the Bumper Prize of this Competition i.e. Toyota Etios Liva and if the price of the vehicle increases during or after the Competition or at the time of prize distribution or Winner announcement period, the Organizer will only pay the value of the vehicle that was during the launch of the Competition and the Winner has to pay/bear the extra amount. The prize amount shall be given by way of cheque in the name of the dealer from whom the car is being purchased. The Winners entitled for such prizes will be liable to pay any applicable charges over and above the ex-showroom price which shall include but not be limited to applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the afore-mentioned prizes or any other costs or charges which may be levied by the Central, State or Municipal authority or government or any other liabilities related to the prize/s.
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.
25. The purity of the gold being offered as prize in this Competition will be of 22 carat certified gold.



26. A Winner 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 27 herein.
27. 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;
 - 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 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; and
 - f. Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable law.
28. 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 Competition Pack Member, at the sole discretion of the Organizer.
- ***A Competition Pack Member earning prize in excess of INR 10,000/- in a year in aggregate from all competitions or 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.
29. All incidental costs, taxes and levies related to the prize(s), if any, shall be exclusively borne by the Winners, including but not limited to TDS, wealth tax (if any), road tax, insurance and any other taxes applicable by the Central, State or Municipal government.
30. Neither Vodafone India nor OnMobile is responsible nor guarantees the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of goods or services so obtained or availed, by the Competition Pack Members under this Competition. OnMobile is also not liable for any defect or deficiency in the prize(s) so offered or availed, by the Competition Pack Members under this Competition. The 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.



31. The Competition Pack Members shall not have the right to claim any damages, loss or costs from the Organizer 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 Competition Pack Members in connection with the Competition.
33. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly **DISCLAIMED** by the Organizer and Vodafone India including, but not limited to, meeting of the Competition Pack Member's requirements or aspirations, timeliness, security, the results or reliability of the Competition, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition; (b) The Competition Pack Member expressly agrees that his/her participation in the Competition offered by the Organizer is at the 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 Competition shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone India.
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 or papers as may be required by the Organizer before accepting the delivery of the prize.
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.
36. The list of the Winners of the Prizes will be published on <http://vodafone.contestzone.in> and www.vodafone.in after the end of the Competition.
37. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
38. This Competition is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, network error, 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 this Competition caused as a result of such Force Majeure Event to the Competition Pack Members.
39. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
40. In the event of any discrepancy between these Terms and Conditions and the terms and conditions of the Competition Pack, so far as the same impact the terms and conditions of subscription to Competition Pack as are specifically provided hereunder, the terms and conditions of the Competition Pack shall prevail. In the event of any such discrepancies impacting the Terms and Conditions of this Competition,



only these Terms and Conditions shall prevail and override the terms and conditions of the Competition Pack.

41. This Competition is subject to guidelines and directions issued by the Department of Telecommunications (“DoT”), Telecom Regulatory Authority of India (“TRAI”) or any other statutory authority from time to time.
42. Questions and their answers, designed and sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, neither OnMobile nor any third party involved shall have any liability towards any Winner.
43. Neither Vodafone India nor the Organizer shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, mobile connectivity, any action that has been initiated, actioned or completed through the Competition Pack Members mobile phone, failure of servers 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, the Organizer shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone India or the Organizer.
44. Organizer, Vodafone India or any of their group entities, affiliates, respective directors, officers, employees, agents or 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 this Competition.
45. Vodafone India and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer/Competition or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion at any time during its validity as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or 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 Competition Pack Member from the time of its posting on the Website. You are therefore advised to check the 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 Competition Pack and any other services offered on and/or through Competition Pack. Your continued subscription to Competition Pack and/or the Competition will constitute Your acceptance of the latest revised Terms and Conditions.
46. The employees of Vodafone India, OnMobile and their group companies, affiliates or associate companies shall not be eligible to win any of the prizes offered in this Competition.
47. Vodafone India and Organizer may assign any or all of its rights under these Terms and Conditions to its affiliates without consent of the Competition Pack Members.



48. The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Competition Pack Member who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by Organizer or Vodafone India to enforce any of its rights at any stage does not constitute a waiver of those rights and shall not give rise to any claim by any person.
49. Any attempt by a Competition Pack Member to deliberately undermine the legitimate operation of the Competition is a violation of the applicable laws and should such an attempt be made, the Organizer and/or Vodafone India reserves the right to seek damages from any such Competition Pack Member to the fullest extent permitted by law.
50. This Competition 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.
51. Organizer does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Competition Pack Member.
52. Vodafone India and Organizer's officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Competition Pack Member in respect of the Competition.
53. You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP or Website and all material or content related to the Competition shall remain, at all times, owned by Vodafone India, OnMobile and their respective owners. All material and content contained on 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 is strictly prohibited.
54. The Competition Pack Members 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, 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 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 Competition Pack or the Competition.
55. Nothing in the Competition shall affect any intellectual property rights of Vodafone India or the Organizer or any of their affiliates in any product or service made available on the Website.



56. Apart from the entitlement to the above Prizes, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organizer.
57. The Competition Pack Members and Winners hereby irrevocably authorize Vodafone India and its subsidiaries to use the data gathered during and/or after the Competition in respect of the Competition Pack Member (including name of Competition Pack Member photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Vodafone India's brand.
58. The Winners' names will be announced as registered in the system of Vodafone India.
59. 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 announcement of the prize and as on the date of claiming the Prize.
60. This Competition is being made purely on a "best endeavor" basis and participation of Competition Pack Members is voluntary, and subject to acceptance of these Terms and Conditions.
61. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the courts in Bangalore in respect of any disputes or any matter arising here from.



TERMS AND CONDITIONS – CASH DHAMAAL COMPETITION

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 THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**CASH DHAMAAL COMPETITION**”. BY PROCEEDING WITH PLAYING THE **CASH DHAMAAL COMPETITION**, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“**Terms And Conditions**”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE **CASH DHAMAAL COMPETITION**.

1. “**Cash Dhamaal Competition**” (hereinafter referred to as the “**Competition**”) is conceptualized, organized and hosted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (“**OnMobile**” or “**Organizer**”) and is open for participation for active¹ pre-paid and post-paid category of Subscribers² (hereinafter referred to as “**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 referred to as “**Vodafone India**”) is open during the period from **25th September 2013, 00:00:01 hrs to 23rd November 2013, 23:59:59 hrs** (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit, and any such change shall be published on the website, <http://vodafone.contestzone.in> and www.vodafone.in (“**Website**”).
2. The Competition is open for all active Subscribers who satisfy the eligibility criteria mentioned below and who belong to the following Vodafone India telecom circles (“**Circles**”) of ANDHRA PRADESH, ASSAM, BIHAR, DELHI, GUJARAT, HARYANA, HIMACHAL PRADESH, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, MUMBAI, NORTH EAST, ORISSA, RAJASTHAN, WEST BENGAL, UTTAR PRADESH EAST, UTTAR PRADESH WEST, JAMMU & KASHMIR, PUNJAB, CHENNAI & TAMIL NADU by following the subscription process mentioned hereunder.

3. Eligibility

¹ 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 this Competition or any other competitions offered by the Organizer and Vodafone India, jointly.

² Subscriber shall mean the rightful user of the Vodafone India connection, in whose name the mobile phone connection 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.



This Competition is open for participation for all Subscribers who fulfil the following criteria:

- He/she must be of or above 18 years of age;
- He/she must be a resident of India;
- He/she must belong to any one of the Circles mentioned herein;
- He/she must be an active 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.

This Competition is open to Subscribers of the Vodafone Competition Pack ("**Competition Pack Members**") as well as to Subscribers who are not Competition Pack Members. Any Subscriber playing this Competition shall be referred to as a "**Participant**" throughout these terms and conditions.

For the purposes of these Terms and Conditions, wherever the context so requires "**You**" or "**Your**" shall mean any natural person who is a Participant.

Also, by participating in this Competition, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk;
- 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 have submitted; and
- Warrant that prior to subscribing to Competition, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.

The Competition will be available in the below mentioned languages:

English, Hindi, Gujarati, Marathi, Punjabi, Bengali, Malayalam, Telugu, Kannada and Tamil

A Participant, by participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her consent to the process of selecting the winners under this competition as set out herein, and any appropriate changes that may be made to this Competition by the Organizer including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the Organizer, its affiliates and associates or for any reason whatsoever.

Participants who are roaming outside their home Circle will be barred from playing the Competition.

Further, the Participants who participate in the Competition and are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition ("**Winner(s)**") 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. If the Winner is not able to provide sufficient evidence to show that he/she is the owner of the mobile connection, the Organizer reserves the right to award the prize to the next eligible Winners or to forfeit the prize, at its sole discretion.



4. These Terms and Conditions are available on the Website. The Terms and Conditions can be amended or varied from time to time or withdrawn without prior notice to You and therefore, please visit the Website to keep Yourself updated and informed.

5. Charging:

- All Participants of the Competition will be charged Rs.2 for answering each question in this Competition.
- After every question and answer, a “beep” prompt is played. Once the Participant presses 1 or 2 on his keypad as his/her answer, Rs. 2 shall be immediately charged. If the charging is unsuccessful, a “not charged” prompt will be played and the call will be dropped. Such answer of the Participant shall be disregarded.
- A Participant will be charged only if he plays the Competition. There will not be any automatic deduction of charges for this Competition.
- The charged amount will not be refunded to Participants under any circumstances.
- Participants will be informed of the rules, prizes, Terms and Conditions URL of the Competition, on calling the number 5670330 to play the Competition..

6. Competition on Voice

- Competition will be available on the toll-free number 5670330.
- All the Participants can play the Competition, by calling the toll-free number 5670330
- The questions under this Competition shall be based on general information available to the public at large.
- The Competition consists of a total of 1000 questions, with 2 answer options each.
- All Participants may play upto 1000 questions at a time, else he/she can continue playing on any of the days during the Competition Period.
- Participants can press * to listen to a question again.
- Participants can press 1 for 1st option or 2 for 2nd option on the phone keypad to answer.
- Participants can answer the question by pressing 1 or 2, only after beep.
- For every right answer the Participant will get 1 point. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Participant will be played an appropriate prompt and given the next question.



- If Participant stops playing the Competition after answering the nth question then when he/she calls back on the toll-free number, as mentioned above on the same day, he/she will be played the (n+1)th question. If a Participant stops playing the Competition without answering the nth question then when he/she calls back on the toll-free number on the same day, he/she will be played the nth question.
- The Participant will be played the questions one after the other till he/she finishes answering all the questions of the Competition.
- If the Participant is a Competition Pack Member, the questions relating to the Car Dhamaal Competition shall be played before the questions of this Competition subject to the Participant having sufficient balance to play this Competition after the Car Dhamaal Competition.

7. Selection of successful Winners – The selection process of the successful Winners for all the prizes in this Competition will be as follows and in the order as follows:

Bumper Prize:- One MSISDN across all circle-group*, with a minimum of 500 right answers, in the least number of questions and in the least amount of time during the Competition Period will be selected as the Winner of cash worth up to Rs. 5,00,000. This MSISDN will be removed from further selections of the 5th Level, 4th Level, 3rd Level, 2nd Level and 1st Level Prizes.

5th Level Prize:- One MSISDN per circle-group*, with a minimum of 200 right answers, in the least number of questions and in the least amount of time during the Competition Period will be selected as the Winner of a voucher from Samsung or Reliance Digital worth up to Rs. 50,000. One MSISDN can win this prize only once in the Competition. These MSISDNs will be removed from further selections of the 4th Level, 3rd Level, 2nd Level and 1st Level Prizes.

4th Level Prize:- One MSISDN per circle-group*, with a minimum of 100 right answers, in the least number of questions and in the least amount of time, during the Competition Period will be selected as the Winner of voucher from Samsung or Reliance Digital worth up to Rs. 25,000. One MSISDN can win this prize only once in the Competition. These MSISDNs will be removed from further selections of the 3rd Level, 2nd Level and 1st Level Prizes.

3rd Level Prize:- One MSISDN per circle-group*, with a minimum of 50 right answers, in the least number of questions and in the least amount of time, during the Competition Period will be selected as the Winner of Nokia Lumia 520 or Sony Xperia E or Samsung Galaxy Fame worth up to Rs. 9000. One MSISDN can get this prize only once in the competition. These MSISDNs will be removed from further selections of the 2nd Level and 1st Level Prizes.

2nd Level Prize:- One MSISDN per circle-group*, with a minimum of 25 right answers, in the least number of questions and in the least amount of time, during the Competition Period will be selected as the Winner of Nikon Coolpix L23 or Canon PowerShot A810 worth up to Rs. 5000. One MSISDN can win this prize only once in the Competition. These MSISDNs will be removed from further selection of the 1st Level Prize.



1st Level Prize:- . 50 MSISDNs per circle-group*, with a minimum of 3 right answers, in the least number of questions and in the least amount of time, during the Competition Period will be selected as the Winners of Mobile Recharge¹ worth up to Rs. 100. One MSISDN can win this prize only once in the Competition.

***Classification of Circle-groups:**

S.No.	Circle-Groups
1	ANDHRA PRADESH
2	ASSAM + NORTH EAST
3	BIHAR
4	DELHI
5	GUJARAT
6	HARYANA
7	KARNATAKA
8	KERALA
9	KOLKATA
10	MAHARASTRA
11	MADHYA PRADESH
12	ORISSA
13	MUMBAI
14	PUNJAB + HIMACHAL PRADESH + JAMMU & KASHMIR
15	RAJASTHAN
16	UTTAR PRADESH EAST
17	UTTAR PRADESH WEST
18	WEST BENGAL
19	CHENNAI & TAMIL NADU

- In the selection of the Bumper, 5th, 4th, 3rd and 2nd Level Prizes, 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. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.
- In case of a tie in the selection of any of the 1st Level Prizes, all the tied MSISDNs will receive the prize.
- Once a Winner has been selected for a prize, that individual Winner (irrespective of the number of MSISDNs registered in his/her name) cannot win any other prize in the Competition.

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

¹ Recharge is the amount that will be given to the Winners as talk-time, based on the available denominations/offers in the respective Circle or State. In case in any of the Circles or circle-groups, the talk-time recharge value or denomination offered in the Competition 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.



9. The list of Winners of all prizes will be announced after the end of the Competition and after all the Winner selection processes are completed.
10. All Prizes offered in this Competition will be sponsored and distributed by the Organizer or any third party.
11. All decisions of Organizer in respect of all transactions under this Competition, 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.
12. 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, wealth tax (if any), insurance and any other taxes applicable by the Central, State or Municipal government.
13. After the selection and validation of the Winners of all the prizes under the Competition, the Winners will be contacted, by calling them on 3 consecutive days on the number of the Winner 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 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 Prizes offered under the Competition may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Competition. 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 shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing the 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.
14. Without prejudice to the foregoing Clause 13, any failure on the part of the Winner under this 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. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Competition and the prize shall not be transferable and no request shall be entertained by 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.
15. To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be an active Subscribers of Vodafone India at the time of the Winner announcement.



16. Participants may directly contact OnMobile at 1800 1234 000 (toll-free) regarding any queries / complaints pertaining to the Competition between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, Participants 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 disputes must be addressed by the Participants in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.
17. By entering the Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages including without limitation daily updates of the score of the Competition from the Organizer, as it may in its sole and absolute discretion decide.
18. Organizer, Vodafone India or their affiliates shall be entitled to use, in any manner, the details of the Participants including the Information i.e. name, photograph, Vodafone India mobile number, address etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Competition, all Participants hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants, unless otherwise mentioned herein.
19. By participating in the Competition, Participants 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.
20. Prize(s) shall not be transferable. Cash alternative for the prizes above may be given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle a Participant to a prize. No other person or agent can claim the prize on behalf of the Winner.
21. All prizes offered in this Competition are subject to availability. Organizer reserves the right to provide alternate models or brands of the same value, for any of the prizes or issue a Bank Voucher (defined below) for the value of the prize won under the Competition, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Voucher.
22. 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 2 years 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 of the category of prizes.



23. A Participant shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in clause 24 herein.
24. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by 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;
 - 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 Competition;
 - 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; and
 - f. Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable law.
25. Any prize of value in excess of INR 10,000/- in a year*** will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the Winner at the prevailing rate. Further, all the Winners must furnish a valid Indian PAN Card to claim the prize amount, or prize, irrespective of the value of the same, failing which the Winners' prize shall be forfeited, or the prize shall be rolled over to the next eligible Participant, at the sole discretion of the Organizer.
- ***A Participant earning prize in excess of INR 10,000/- in a year in aggregate from all competitions or offers conducted by OnMobile Global Limited as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.
26. Neither Vodafone India nor OnMobile is responsible nor guarantees the quality of the goods or services being offered as prizes nor is it liable for any defect or deficiency of goods or services so obtained or availed, by the Participants under this Competition. OnMobile is also not liable for any defect or deficiency in the prize(s) so offered or availed, by the Participants under this Competition. The Participants 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.
27. The Participants shall not have the right to claim any damages, loss or costs from Organizer for delay in delivery of the prize(s) on any grounds whatsoever.
28. Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Participants in connection with the Competition.



29. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly **DISCLAIMED** by the Organizer including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of this 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 the Competition or any transactions effected through the Competition; (b) The Participant expressly agrees that his/her participation in the Competition offered by the Organizer is at the Participant '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 Competition shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone India.
30. The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) and on production of all such documents/papers as may be required by the Organizer before accepting the delivery of the prize.
31. 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.
32. The list of the Winners of the Prizes will be published on <http://vodafone.contestzone.in> and www.vodafone.in after the end of the Competition.
33. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
34. This Competition is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to any Competition(s) thereunder as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of this Competition caused as a result of such Force Majeure Event to the Participants.
35. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
36. This Competition is subject to guidelines and directions issued by the Department of Telecommunications ("**DoT**"), Telecom Regulatory Authority of India ("**TRAI**") or any other statutory authority from time to time.
37. Questions and their answers, designed and sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, neither OnMobile nor any third party involved shall have any liability towards any Winner.
38. Vodafone India and he Organizer shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, mobile connectivity, any action that has been initiated, actioned or completed through the Participants 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, the Organizer shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone India or the Organizer.

39. Organizer, Vodafone India or any of their group entities or affiliates, or 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 Participant and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
40. Vodafone India and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer/Competition or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion at any time during its validity as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or 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 Participant from the time of its posting on the Website. You are therefore advised to check the 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 and any other services. Your continued subscription to Competition thereunder will constitute Your acceptance of the latest revised Terms and Conditions.
41. The employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in this Competition.
42. Vodafone India and Organizer may assign any or all of its rights under these Terms and Conditions to their affiliates without consent of the Participants or the Subscribers of Vodafone India.
43. The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by Organizer or Vodafone India to enforce any of its rights at any stage does not constitute a waiver of those rights and shall not give rise to any claim by any person.
44. Any attempt by a Participant to deliberately undermine the legitimate operation of the Competition is a violation of the applicable laws and should such an attempt be made, the Organizer and/or Vodafone India reserves the right to seek damages from any such Participant to the fullest extent permitted by law.
45. This Competition 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.
46. Organizer does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant.



47. Organizer's officials including its directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Competition.
48. You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP or Website and all material or content related to the Competition shall remain, at all times, owned by Vodafone India ,OnMobile and 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/ content on this Website, WAP site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
49. The Participants 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 Participants under the Terms and Conditions, any failure by the Participant participating in this 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 Participant. 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, in connection with the Competition.
50. Nothing in the Competition shall affect any intellectual property rights of Vodafone or the Organizer or any of their affiliates in any product or service made available on the Website.
51. Apart from the entitlement to the above prizes, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organizer.
52. The Participants and Winners hereby irrevocably authorize Vodafone India and its subsidiaries to use the data gathered during and/or after the Competition in respect of the Participant (including Subscriber name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Vodafone India's brand.
53. The Winners' names will be announced as registered in the system of Vodafone.
54. This Competition is being made purely on a "best endeavor" basis and participation of Participants is voluntary, and subject to acceptance of these Terms and Conditions.
55. 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 announcement of the prize and as on the date of claiming the Prize.
56. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Bangalore in respect of any disputes or any matter arising here from.





TERMS AND CONDITIONS – DOUBLE DHAMAAL COMPETITION

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 THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**DOUBLE DHAMAAL COMPETITION**”. BY PROCEEDING WITH PLAYING THE **DOUBLE DHAMAAL COMPETITION**, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS OF THE CAR DHAMAAL COMPETITION, THE TERMS AND CONDITIONS OF THE CASH DHAMAAL COMPETITION AND THE TERMS AND CONDITIONS OF THE VODAFONE COMPETITION PACK SHALL BE DEEMED TO BE INCORPORATED HEREIN, UNLESS REPUGNANT TO THE CONTEXT (“**Terms And Conditions**”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE **DOUBLE DHAMAAL COMPETITION**.

The capitalized terms not defined herein shall be deemed to have the same meaning as ascribed to them under the terms and conditions of the Car Dhamaal Competition and the terms and conditions of the Cash Dhamaal Competition.

1. “**Double Dhamaal Competition**” (hereinafter referred to as the “**Competition**”) is conceptualized, organized and hosted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (“**OnMobile**” or “**Organizer**”) and is open for participation for active¹ pre-paid and post-paid category of Subscribers² (“hereinafter referred to as “**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 referred to as “**Vodafone India**”) is launched as part of the Vodafone Competition Pack (hereinafter referred to as “**Competition Pack**”) is open during the period from **25th September 2013, 00:00:01 hrs to 23rd November 2013, 23:59:59 hrs** (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit, and any such change shall be published on the website, <http://vodafone.contestzone.in> and www.vodafone.in (“**Website**”).
2. The Competition is open for all the Competition Pack Members who have played Car Dhamaal Competition and who have played Cash Dhamaal Competition and who belong to the following Vodafone India telecom circles (“**Circles**”) of ANDHRA PRADESH, ASSAM, BIHAR, DELHI, GUJARAT, HARYANA, HIMACHAL PRADESH, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, MUMBAI,

¹ 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 or any other competitions offered by the Organizer and Vodafone India, jointly.

² Subscriber shall mean the rightful user of the Vodafone India connection, in whose name the mobile phone connection 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.



NORTH EAST, ORISSA, RAJASTHAN, WEST BENGAL, UTTAR PRADESH EAST, UTTAR PRADESH WEST, JAMMU & KASHMIR, PUNJAB, CHENNAI & TAMIL NADU.

By participating in this Competition, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk;
- 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 have submitted; and
- Warrant that prior to subscribing to the Competition, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein and the terms and conditions under the Vodafone Competition Pack, Car Dhamaal Competition and the Cash Dhamaal Competition.

Further, the Competition Pack Member who participates in the Competition and is chosen as the winner in accordance with the winner selection process under the Terms and Conditions of the Competition (“Winner”) shall be required to be the registered Vodafone India Subscriber of the winning mobile phone number and not merely the player using such mobile number. If the Winner is not able to provide sufficient evidence to show that he/she is the owner of the mobile connection, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

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 .

These Terms and Conditions are available on the Website. The Terms and Conditions can be amended or varied from time to time or withdrawn without prior notice to You and therefore, please visit the Website to keep Yourself updated and informed.

3. Selection of successful Winner – The selection process of the successful Winner for the prize in this Competition will be as follows:

Super Bumper Prize:- One MSISDN across all Circle-groups*, with the minimum score of 210 points in the Car Dhamaal Competition and with the minimum score of 700 points in the Cash Dhamaal Competition, in the least amount of time, will be selected as the Winner of Gold Voucher worth up to Rs. 10,00,000.

*Classification of Circle-groups:

S.No.	Circle-Groups
1	ANDHRA PRADESH
2	ASSAM + NORTH EAST
3	BIHAR



4	DELHI
5	GUJARAT
6	HARYANA
7	KARNATAKA
8	KERALA
9	KOLKATA
10	MAHARASTRA
11	MADHYA PRADESH
12	ORISSA
13	MUMBAI
14	PUNJAB + HIMACHAL PRADESH + JAMMU & KASHMIR
15	RAJASTHAN
16	UTTAR PRADESH EAST
17	UTTAR PRADESH WEST
18	WEST BENGAL
19	CHENNAI & TAMIL NADU

- In the selection of Super Bumper 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. 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.
4. The prize will be given after deducting various taxes, license fees and charges as applicable.
 5. The Winner of the prize will be announced after the end of the Competition and after all the Winner selection processes are completed.
 6. The prize offered in this Competition will be sponsored and distributed by the Organizer or any third party.
 7. All decisions of Organizer in respect of all transactions under this Competition, including without limitation the selection of Winner and other related transactions shall be final and binding and no correspondence or communication shall be entertained in this regard.
 8. 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, wealth tax (if any), insurance and any other taxes applicable by the Central, State or Municipal government.
 9. After the selection and validation of the Winner under the Competition, the Winner will be contacted, by calling him/her on 3 consecutive days on the number of the Winner registered with Vodafone India, and will be given further details as to how, when and where him/her can collect his/her prize. In the event the Winner does not answer the calls of the Organizer, an SMS will be sent to the MSISDN of the Winner intimating him/her regarding his/her winnings and providing him/her the details as to how, when and where he/she can collect his/her prize ("**Intimation**"). The prize must be claimed by the Winner 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 offered under the Competition may be given to the Winner during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Competition. In the event no special event is being conducted by the Organizer, the Winner shall be requested to provide his/her 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 prize shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing the Competition. Delivery of the prize will be subject to the Winner giving the correct address and his/her availability there. The Winner agrees 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 Winner cannot be reached over phone or through SMS for a period of 3 days from the date of Intimation or is 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 10, any failure on the part of the Winner under this 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. The prize shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“PAN”) of the Winner. All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winner under this Competition 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 Winner shall collect it from the place specified by the Organizer.
11. To be eligible to claim the prize under the Competition, the winning MSISDN has to be an active Subscriber of Vodafone India at the time of the Winner announcement.
12. Competition Pack Members may directly contact OnMobile at 1800 1234 000 (toll-free) regarding any queries / complaints pertaining to the Competition between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, Competition Pack Members 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 disputes must be addressed by the Competition Pack Members in writing to OnMobile directly and Vodafone India shall not entertain any communication in this regard.
13. By entering the Competition, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages, as it may in its sole and absolute discretion decide.
14. Organizer, Vodafone India or their affiliates shall be entitled to use, in any manner, the details of the Competition Pack Members including the Information i.e. name, photograph, Vodafone India mobile number, address etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Competition, all Competition Pack Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Winner to other Members, unless otherwise mentioned herein.
15. By participating in the Competition, 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.

16. The prize shall not be transferable. Cash alternative for the prize above may be given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle Competition Pack Members to the prize. No other person or agent can claim the prize on behalf of the Winner.
17. All prizes offered in this Competition are subject to availability. Organizer reserves the right to provide alternate models or brands of the same value, for any of the prizes or issue a Bank Voucher (defined below) for the value of the prize won under the Competition, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Voucher.
18. 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 Winner 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 2 years 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 of the category of prizes.
19. A 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 21 herein.
20. The prize must be claimed by the Winner, 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):
 - a. Identity Proof;
 - b. Address Proof;
 - c. Photocopy of PAN Card;
 - d. In case of Winner holding a post-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], self-attested copy of the latest bill issued by the operator in respect of the Vodafone India number registered with the Organizer under the Competition;
 - 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; and
 - f. Letter of compliance with rules and regulations and declarations in the format as may be required by Vodafone India or applicable law.



21. 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, the Winner 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 Member, at the sole discretion of the Organizer.

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

22. Neither Vodafone India nor OnMobile is responsible nor guarantees the quality of the goods or services being offered as the prize nor is it liable for any defect or deficiency of goods or services so obtained or availed, by the Competition Pack Members under this Competition. OnMobile is also not liable for any defect or deficiency in the prize so offered or availed, by the Competition Pack Member under this Competition. The Competition Pack Members shall not have the right to claim any damages, loss or costs from OnMobile for delay in delivery of the prize on any grounds whatsoever.

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

24. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organizer including, but not limited to, meeting of the Competition Pack Member's requirements or aspirations, timeliness, security, the results or reliability of this 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 the Competition or any transactions effected through the Competition; (b) The Competition Pack Member expressly agrees that his/her participation in the Competition offered by the Organizer is at the 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 Competition shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone India.

25. The prize to the Winner 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.

26. The prize shall be handed over by the Organizer on receipt of all the documents, from the Winner, required to process the distribution of the prize.

27. The name of the Winner of the prize will be published on <http://vodafone.contestzone.in> and www.vodafone.in after the end of the Competition.

28. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.



29. This Competition is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to any Competition(s) thereunder as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of the Competition Pack or this Competition caused as a result of such Force Majeure Event to the Members.
30. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
31. This Competition is subject to guidelines and directions issued by the Department of Telecommunications ("**DoT**"), Telecom Regulatory Authority of India ("**TRAI**") or any other statutory authority from time to time.
32. Vodafone India and the Organizer shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, 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, the Organizer shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone India or the Organizer.
33. Organizer, Vodafone India or any of their group entities or affiliates, or 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 prize offered in this Competition.
34. Vodafone India and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer/Competition or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion at any time during its validity as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or 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 Members from the time of its posting on the Website. You are therefore advised to check the 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 and any other services. Your continued subscription to Competition thereunder will constitute Your acceptance of the latest revised Terms and Conditions.
35. The employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to win the prize offered in this Competition.
36. Vodafone India and Organizer may assign any or all of its rights under these Terms and Conditions to their affiliates without consent of the Competition Pack Members or the Subscribers of Vodafone India.



- 37.** The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Competition Pack Member who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by Organizer or Vodafone India to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 38.** Any attempt by a Competition Pack Member to deliberately undermine the legitimate operation of the Competition is a violation of the applicable laws and should such an attempt be made, the Organizer and/or Vodafone India reserves the right to seek damages from any such Competition Pack to the fullest extent permitted by law.
- 39.** Organizer does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Competition Pack Member.
- 40.** Vodafone India and Organizer's officials including its directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Competition Pack Member in respect of the Competition.
- 41.** You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP or Website and all material or content related to the Competition shall remain, at all times, owned by Vodafone India ,OnMobile and 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/ content on this Website, WAP site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 42.** The Competition Pack Members 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, any failure by the Competition Pack Member participating in this 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 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, in connection with the Competition.
- 43.** Nothing in the Competition shall affect any intellectual property rights of Vodafone India or the Organizer or any of their affiliates in any product or service made available on the Website.
- 44.** Apart from the entitlement to the above mentioned prize, the Winner or his/her legal heirs, successors and representative will have no other rights or claims against the Organizer.



- 45.** The Competition Pack Members and the Winner hereby irrevocably authorize Vodafone India and their subsidiaries to use the data gathered during and/or after the Competition in respect of the Competition Pack Member (including Competition Pack Members name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Vodafone India's brand.

- 46.** The Winners' names will be announced as registered in the system of Vodafone.

- 47.** 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 announcement of the prize and as on the date of claiming the Prize.

- 48.** These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Bangalore in respect of any disputes or any matter arising here from.