

TERMS AND CONDITIONS OF VISHU KAINETTAM COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS **VISHU KAINETTAM COMPETITION**. BY PROCEEDING WITH PLAYING THE **VISHU KAINETTAM 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 **VISHU KAINETTAM COMPETITION**.

Terms and Conditions:

1. This **Vishu Kaineettam Competition** (hereinafter referred to as the "**Competition**") is conceptualized, organized and conducted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (hereinafter referred to as "**OnMobile**" or "**Organizer**"), for enabling active¹ pre-paid and post-category of Subscribers² ("**Subscriber(s)**") of Vodafone Cellular Limited (hereinafter collectively referred to as "**VCL**") to participate in the Competition and is open during the period from **21st March 2014** from **00:00:01 hrs** to **29th April 2014** till **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 www.vodafone.in and <http://vodafone.contestzone.in> ("**Website**").

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 the Competition or any other Competitions offered by the Organizer and Vodafone Cellular Ltd jointly.

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

2. The Competition is open for all Subscribers who satisfy the eligibility criteria mentioned in Clause 8 below and who belong to the Vodafone Cellular Ltd telecom circle (“Circle”) of KERALA. The Competition is available only in English language.
3. A Subscriber by participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the procedure for winner selection of the Competition as set out herein, and any appropriate changes that may be made to this Competition by the Organizer including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Vodafone Cellular Ltd or OnMobile, their affiliates and associates or for any reason whatsoever.
4. For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who is a Subscriber.
5. Also, by participating in this Competition, You:
 - Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
 - Warrant the accuracy, truthfulness and currency of all information that You may have submitted;
 - Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone Cellular Ltd or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in the Competition, solely at Your own risk;
 - Warrant that prior to playing the Competition, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein; and
6. Participation in the Competition will be construed as an acknowledgement and acceptance of the Terms and Conditions set out herein and You further agree to be bound by the Terms and Conditions stated herein.
7. These Terms and Conditions are available on the Website at the following address: www.vodafone.in and <http://vodafone.contestzone.in>. The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.

8. Procedure and Eligibility to participate in the Competition

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

- He/she must be of at least 18 years of age;
- He/she must be a resident of India;
- He/she must be an existing active Subscriber of Vodafone Cellular Ltd;
- He/she must belong to the Circle mentioned above;
- He/she must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- He/she must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

Further, the Subscribers who participate in the Vishu Kaineettam Competition and are chosen as winners of each category of prize in accordance with the winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone Cellular Ltd Subscribers of the winning mobile phone number and not merely the players using such mobile number (“**Winner(s)**”). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

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

9. Charges:

Subscribers can participate in the Competition by sending keywords TT to 56789 as an SMS. Then, a welcome SMS is sent to that MSISDN of the Subscriber giving details of the Competition including the prizes to be won, the Terms and Conditions URL and such other details as the Organiser may decide at its sole discretion. This is followed by the 1st question and answer options. For the avoidance of doubt, please note that a Subscriber can play the Competition only through SMS.

Subscribers may also participate in the Competition by sending TT A or TT B as an SMS to 56789, as an answer to the promotion question that they receive on their numbers registered with Vodafone Cellular Ltd. Answers to these promotion questions will carry points as mentioned herein.

Once a Subscriber sends TT or TT A or TT B as an SMS to 56789, she/he will be considered as a participant of the Competition and he/she can start playing questions under the Competition. Each SMS sent by the Subscriber to the number 56789 will be charged at Rs 5 per SMS.

If a Subscriber wishes to stop receiving updates from the Competition including without limitation questions under the Competition, then he/she may send TT STOP as an SMS to the number 56789. Subscribers may resume receiving updates anytime during the Competition Period by sending TT OR TT A OR TT B as an SMS to 56789.

Each SMS sent by a Subscriber to the number 56789 during the Competition Period shall be charged at Rs. 5.

10. Competition on SMS:

- Competition will be available on SMS on the number 56789 for all Subscribers of the above mentioned Circle.
- In case Subscriber has less than Rs. 5/ balance on his/her number registered with Vodafone Cellular Ltd, he/she will not be able to play the Competition.
- Subscribers may also participate in the Competition by sending TT A or TT B as an SMS to 56789 as an answer to the promotion question that they receive on their numbers registered with Vodafone Cellular Ltd. Answers to these promotion questions will carry points as mentioned herein.
- The Competition consists of a total of 100 questions, with 2 answer options each and the Subscribers may answer any number of questions on a particular day at their discretion. The answers to the questions can be sent by typing TT A or TT B and sending it as an SMS to 56789.
- For every right answer the Competition Member will get 1 point. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Subscriber will be given his/her score, followed by the next question and answer options and the process to answer the subsequent question.
- If the Subscriber stops playing the Competition after answering the nth question then when he/she sends any SMS to 56789, he/she will receive the (n+1)th question.
- The questions under the Competition shall be based on information available to public at large.
- The Subscriber will be given the questions one after the other till he/she finishes answering all the questions.

- Once the Subscriber has answered all the questions during the Competition Period, he/she cannot answer the questions again.
- The Subscriber may send TT PT as an SMS to 56789 to check their latest score.
- Every day during the Competition Period, all participating Subscribers will be sent a question in the morning on their numbers registered with Vodafone Cellular Ltd, to help them start playing the Competition.
- Subscribers will also be sent other updates as SMSs on their numbers registered with Vodafone Cellular Ltd throughout the Competition Period.
- If a Subscriber wishes to stop receiving updates, then he/she can send TT STOP as an SMS to 56789.

11. Prizes and Winner Selection Process –

a) Bumper Prize :-

The selection of the Winner for the Bumper Prize will be conducted after the Competition ends. 1 MSISDN with the highest score in the least amount of time during the Competition Period shall be selected as the Winner of Gold worth Rs.25,000. The Winning MSISDN will be removed from the list of eligible MSISDNs for the 2nd Prize.

b) 2nd Prize :-

The selection of the Winner for the 2nd Prize will be conducted after the Competition ends and the Bumper Prize winner is selected. 1 MSISDN with the minimum score of 50 points in the least amount of time during the Competition Period shall be selected as the Winner of a Bank Voucher (defined below) worth Rs.15,000. The Winner shall be entitled to use the Bank voucher subject to the terms and conditions applicable to the Bank Voucher.

c) Weekly Prize:-

The selection for the Weekly Prize will be conducted at the end of the week, as per the Weekly Schedule**. At the end of each week (“**Weekly End Date**”), 1 MSISDN with minimum 25 points in the least amount of time, till the Weekly End Date will be selected as the Winner of a Samsung Galaxy Young Mobile Phone worth Rs.7,725 irrespective of whether the MSISDN has answered the 25 questions correctly in that particular week or any earlier week. Once an MSISDN is selected as the winning MSISDN of this prize then such MSISDN will not be eligible to win the same prize again during the Competition Period.

d) Daily Prize:-

The Daily Prize shall be conducted for each day of the Competition. 1 MSISDN upon scoring minimum 5 points on any day during the Competition Period, in the least amount of time, will be selected as the Winner of the Daily Prize for that day, i.e., a mobile Recharge³ worth Rs.300. Once an MSISDN is selected as the winning MSISDN of this prize then the MSISDN will not be eligible to win the same prize again during the Competition Period.

- i) In the selection of the Bumper Prize or 2nd Prize or Weekly Prize, in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.
- ii) In case of a tie in the selection of any of the Daily Prizes as mentioned above, all the tied MSISDNs will receive the prize.
- iii) A Competition Member is eligible to win more than one Prize during the Competition Period, which means that he/she can win more than one Prize provided he/she meets the above said criteria of the respective prizes and gets selected by the selector in case of a tie as mentioned above.

The Subscribers shall not raise or have any claims against OnMobile or Vodafone Cellular Ltd in this regard and OnMobile and Vodafone Cellular Ltd shall not be responsible for any delays, whether related to technical snags including due to network failure, system error or any other delays in intermediate systems such as Short Message Service Center or otherwise.

**** Schedule for Weekly Prize:-**

Week	From	To
1	21-Mar	25-Mar
2	26-Mar	01-Apr
3	02-Apr	08-Apr

³ 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.

4	09-Apr	15-Apr
5	16-Apr	22-Apr
6	23-Apr	29-Apr

- 12.** All the Subscribers may receive reminder scores or promotional SMSs about the Competition daily at regular intervals during the Competition Period.
- 13.** All prizes will be given after deducting various taxes, license fees and charges as applicable, except as otherwise stated in writing.
- 14.** The Winners shall not be entitled to their respective prizes, in case he/ she fails to clear all outstanding dues payable to Vodafone Cellular Ltd and / or is not an active Subscriber of Vodafone Cellular Ltd on the date of claiming the prize.
- 15.** To be eligible to claim the prizes of the Competition, the winning MSISDNs have to be active Subscribers of Vodafone Cellular Ltd at the time of the Winner announcement period.
- 16.** The list of Winners of all prizes will be announced on the Website after the end of the Competition and after all the Winner selection processes are completed.
- 17.** All decisions of the 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 complaints, claims, correspondence or communication shall be entertained in this regard.
- 18.** The prizes offered in this Competition will be sponsored and distributed by OnMobile or a designated third party.
- 19.** All prizes offered in this Competition are subject to availability. Organizer reserves the right, at its sole discretion, to provide alternate models or brands of the same value 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.
- 20.** 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 Cellular Ltd, and will be given further details as to how,

when and where they can collect their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-67186352 or 080-67186344 or 080-26426832 or 080-26426833. The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. In the event the Winners do not answer the calls of the Organizer, an SMS from the number 56789 will be sent to the MSISDN of the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes ("**Intimation**"). The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer under the respective categories under the 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 Cellular Ltd 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.

- 21.** Without prejudice to the foregoing Clause 20, any failure on the part of the Winners of the 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/or the same prize will be given to the next eligible Winner. All costs and expenses for collecting the prize unless otherwise specified, shall be borne solely by the Winners 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.
- 22.** These Terms and Conditions are subject to guidelines/ directions issued by the Department of Telecommunications ("**DoT**"), Telecom Regulatory Authority of India ("**TRAI**") or any other statutory authority from time to time.

- 23.** Neither Vodafone Cellular Ltd nor OnMobile shall be responsible for any claims arising out of technical failures before, during, between or after the completion of this 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 Subscribers mobile phone, delay in sending or receiving an SMS, delay in time recorded for answering a question through voice and SMS mode including during the tie-breaker process, failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, neither Vodafone Cellular Ltd nor the Organizer shall be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or Vodafone Cellular Ltd.
- 24.** The Subscribers hereby agree and undertake not to hold the Organizer, Vodafone Cellular Ltd and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of their participation in the Competition.
- 25.** Organizer, Vodafone Cellular Ltd and their affiliates shall be entitled to use, in any manner, the details of the Subscribers, including the Information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By subscribing to and participating in the Competition, all Subscribers hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Subscribers to other Subscribers except as expressly mentioned in the Terms and Conditions herein. The Subscribers also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.
- 26.** Prize(s) shall neither be transferable nor exchangeable for cash, unless otherwise expressly agreed by the Organiser. Mere participation in the Competition shall not entitle a Subscriber to the prize. No other person or agent can claim the prize on behalf of the Subscriber, unless expressly mentioned herein.
- 27.** 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 minimum period of 6 (six)

months from the date of its issue to the Winners. The applicable terms and conditions for such Bank Vouchers shall be the terms and conditions stipulated by the relevant bank. This Bank Card or Bank Voucher may be issued by the Organizer, at its sole discretion, to any category of prizes.

- 28.** A Subscriber shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in clause 29 herein.
- 29.** All prizes must be claimed by the Winners, along with the documents specified herein below within the time period specified 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 Cellular Ltd 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 Cellular Ltd number registered with the Organizer under the Competition;
 - e. In case of Winner holding a pre-paid connection of Vodafone Cellular Ltd 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 Cellular Ltd 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 Cellular Ltd or applicable law.
- 30.** Any prize of value in excess of INR 10,000/- in a year will attract deduction of tax at source and all taxes to be paid on the prize/s shall be paid by the Winner at the prevailing rate. Further, all the Winners must furnish a valid Indian PAN Card to claim the prize amount, or prize, irrespective of the value of the same, failing which the Winners' prize shall be forfeited, or the prize shall be rolled over to the next eligible Winner, at the sole discretion of the Organizer.

***A Subscriber 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.

- 31.** The gold voucher which may be given to the Winner(s) as a prize shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source (“TDS”) @ 30.99% or as applicable from time to time and applicable Value Added Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold received.
- 32.** The purity of the gold being offered as prize in this Competition will be of 22 carat certified gold. The Winners may use the gold vouchers being given in this Competition to purchase gold only up to the value specified in the respective gold vouchers, irrespective of the rate of conversion of gold at the time of such purchase.
- 33.** Organizer is not liable for any direct or indirect costs or expenses in relation to the Competition which are to be borne by the Subscriber personally, including without any limitation applicable taxes to be borne by the Subscribers eligible for the prizes.
- 34.** 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.
- 35.** Subscriber may contact OnMobile at the toll-free number [1800 1234 000] regarding any queries, complaints, disputes pertaining to the Competition between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, You may send an email to contest@onmobile.com which will be answered on working days, between Monday to Friday. All queries, disputes and complaints arising in relation to the Competition must be addressed by You in writing to OnMobile only, and Vodafone Cellular Ltd shall not, for any reason whatsoever, entertain any communication in this regard.
- 36.** By participating in 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 and alerts including without limitation daily updates on the score under the current Competition and updates about current and upcoming Competitions from the Organizer, as it may in its sole and absolute discretion decide.
- 37.** Any Subscriber providing any incorrect information or concealing and/or withholding any information from the Organizer with an intent to participate and/or win any prize/s in this

Competition will automatically be disqualified from participating in it and winning the different categories of prizes under the Competition. Such act of providing incorrect information or concealing and/or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Vodafone Cellular Ltd number, domicile, payment of outstanding amount to Vodafone Cellular Ltd or any other information provided by the Subscriber, shall entitle the Organizer to disqualify him/her without any further intimation.

- 38.** The Subscriber 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.
- 39.** 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.
- 40.** Organizer and Vodafone Cellular Ltd are not liable for any loss or damage of any nature whatsoever if incurred in connection with the Competition.
- 41.** The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the prize(s) and on production of all such documents or papers as may be required by the Organizer before accepting the delivery of the prize.
- 42.** All incidental costs, taxes or levies related to the prize(s), if any, shall be exclusively borne by the Winner, including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government.
- 43.** The prizes shall be handed over by the Organizer on receipt of all the documents under Clause 31, from the Winners, required to process the distribution of the prize.
- 44.** The list of Winners of the prizes shall be published on www.vodafone.in and <http://vodafone.contestzone.in> after the end of the Competition.
- 45.** This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of similar nature.

- 46.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 47.** Questions and their answers are sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In the event of any discrepancy and/ or dispute regarding the questions or answers, neither OnMobile nor any third party involved shall be liable towards any Subscriber in any manner.
- 48.** Organizer or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
- 49.** Vodafone Cellular Ltd and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Competition or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at their sole discretion at any time during its validity as may be required including in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscribers from the time of its posting on the Website. You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Competition. Your continued participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.
- 50.** This Competition is being made purely on a “best effort” basis and participating in this Competition is voluntary.
- 51.** The employees of Vodafone Cellular Ltd, OnMobile and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in this Competition.
- 52.** Vodafone Cellular Ltd and/or Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates without consent of the Subscribers.

53. The Organizer and/or Vodafone Cellular Ltd reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by the Organizer or Vodafone Cellular Ltd to enforce any of their rights at any stage does not constitute a waiver of those rights.
54. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, Organizer and/or Vodafone Cellular Ltd reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
55. Organizer does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.
56. Organizer's officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the Competition.
57. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP and Website and all material or content related to the Competition shall remain, at all times, owned by OnMobile, Vodafone Cellular Ltd or their respective owners. All material and content contained in this Website is made available for your personal and non-commercial use only. Any other use of the material and/or content on this Website, WAP site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
58. These Terms and Conditions are subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone Cellular Ltd and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone Cellular Ltd shall be liable for any delay or adverse effect caused to the Competition as a result of a Force Majeure Event. OnMobile and/ or Vodafone Cellular Ltd shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Subscribers.
59. Subject to any applicable law (a) warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Vodafone Cellular Ltd and/ or OnMobile including, but not limited to, meeting of the Subscribers requirements or aspirations, delay in sending or receiving an SMS, delay in time recorded for answering a question through

voice mode or SMS mode including during the tie-breaker process due to technical snags including network failure or system error or otherwise, timeliness, security, the results or reliability of any scheme, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through any of the Competition or any transactions effected through the Competition; (b) The Subscriber expressly agrees that his/her participation in the Competition offered by Vodafone Cellular Ltd is at the his/her sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Competition shall be construed to mean the giving of any warranty of any kind by Vodafone Cellular Ltd or OnMobile.

- 60.** The Subscribers participating in the Competition shall indemnify and keep indemnified Vodafone Cellular Ltd 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 Cellular Ltd may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers, any failure by the Subscribers participating in the Competition to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone Cellular Ltd and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. The Organizer, Vodafone Cellular Ltd 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 or otherwise in connection with the Competition.
- 61.** Neither Vodafone Cellular Ltd 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 Subscribers under this Competition.
- 62.** Nothing in the Competition shall affect any intellectual property rights of Organizer or Vodafone Cellular Ltd or any of its affiliates in any service made available on the Website.
- 63.** The Subscribers and Winners hereby irrevocably authorize Vodafone Cellular Ltd and its subsidiaries, to use the data gathered during and/or after the Competition in respect of the Subscribers (including Subscriber name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Vodafone Cellular Ltd's brand.

- 64.** The Winner's name will be announced as registered in the system of Vodafone Cellular Ltd.
- 65.** Failure by the Organizer to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of the Organizer shall at all times be binding and final.
- 66.** These Terms and Conditions are subject to Indian laws and the Courts at Ernakulam shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.