



## **Terms and Conditions for the Vodafone Cricket Bonanza Contest**

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**VODAFONE CRICKET BONANZA CONTEST**”. BY PROCEEDING WITH PLAYING THE **VODAFONE CRICKET BONANZA CONTEST**, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“**Terms and Conditions**”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE **VODAFONE CRICKET BONANZA CONTEST**.

### **Terms and Conditions:**

1. Vodafone Cricket Bonanza Contest (hereinafter referred to as the “**Contest**”) is a skill based limited period contest organized, conceptualized and conducted by **Contact Tech Solutions India Pte. Ltd.**, 3<sup>rd</sup> Floor, Utsav, Raipada School Road, Malad (west), Mumbai-400064, (hereinafter referred to as the “**Organizers**”) for enabling active<sup>1</sup> and valid Prepaid & Postpaid cellular mobile subscribers<sup>2</sup> (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 individually or collectively referred to as “**Vodafone India**”) to participate in this Contest and is open during the period from **14<sup>th</sup> April 2014** from 00:00:01 hrs to **11<sup>th</sup> June 2014** till 23:59:59 hrs (hereinafter referred to as the “**Contest Period**”); subject to the terms and conditions of Contest. Organizer reserves the right to extend or shorten the Contest Period, as it deems fit.

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

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



For all queries, clarifications / disputes in connection with this Contest the Subscribers of Vodafone India agree to interact with the Organizer alone.

2. The Contest is open for all Subscribers who satisfy the eligibility criteria mentioned in clause 10. All valid Vodafone India Subscribers from all over India shall be entitled to participate in the Contest. If, in any State and/or territory or part thereof, the running of this Contest is prohibited, the Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Contest. No further notice shall be given by the Organizer or Vodafone India, in this regard.
3. Vodafone Cricket Bonanza Contest will be available subject to the following terms and conditions (hereinafter referred to as “Terms”). The subscribers agree to abide by these Terms in its entirety. If any Subscriber does not agree to any of the Terms, such Subscriber shall not participate in the Contest. Vodafone India and/ or Organizers, reserve the right to modify the Terms at any time, without notice.
4. Also, by participating in this Contest, You:
  - Warrant the accuracy, truthfulness and currency of all information that You may have submitted;
  - Agree that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and Organizer and You are acting voluntarily, using Your own time and resources to participate in the Contest, solely at Your own risk;
  - Warrant that prior to playing the Contest, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein;
5. Participation in the Contest will be construed as an acknowledgement and acceptance of the Terms set out herein and You further agree to be bound by the Terms stated herein.
6. To participate in the Contest, the **active subscriber of 5-in-1 Sports Pack will be permitted to answer 10 multiple-choice questions per day through USSD by dialing \*123\*19#, which would be toll-free.** Each correct answer fetches the subscriber one point. Subscribers answering the maximum number of questions correctly every day during the Term of the Contest as mentioned in Clause 8 shall be eligible to be selected as the winner for respective gratification.



If the winner is not able to provide sufficient evidence to show that he/she is the rightful & genuine Subscriber of Vodafone India Mobile connection, Organizer and / or Vodafone India, reserves the right to award the Prize (defined below) to the next eligible winner or to forfeit the prize, at its/their sole discretion.

Organizer will verify authenticity of the participating Vodafone India Subscribers and check whether the records and other details provided are in order. Post successful validation of the selected Vodafone India subscribers, the Organizer will forward names and other relevant details of the eligible participants to the competent independent auditor for selecting the suitable winners.

7. All decisions of the independent auditor as appointed by the Organizer in respect of all transactions under this Contest, including without limitation the selection of Winners and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
8. **The Winning Participant shall be eligible to win the following “Prizes”:**

Winner Details	Daily Gratification Details
Top Scorer	Recharge worth Rs. 300
2 <sup>nd</sup> Top Scorer	Recharge worth Rs. 200

**Bumper Prize:**

**First Prize:** One Winner would get:

- (a) Royal Enfield Bullet (costing of approx. Rs. 1.20 Lakhs), and
- (b) Opportunity to Meet & Greet with either Sourav Ganguly / Kapil Dev on \_\_\_\_\_ (date to be decided), and
- (c) Personalized Merchandise, and
- (d) Single To & Fro Flight Ticket to **Mumbai** from \_\_\_\_\_ (Nearest airport of Winner’s Circle) along with 1 day accommodation at **Mumbai** for the winner.

**Second Prize:** One Winner would get a Royal Enfield Bullet (costing of approx. Rs. 1.20 Lakhs)

**Third Prize:** One Winner would get Sony LED TV (Model Number: Sony BRAVIA KDL-47W850A 47") (costing approx Rs. 95,000) (One Customer)



**Fourth Prize:** One Winner would get Hitachi Refrigerator (Model Number: Hitachi 456 Litres R-WB480PND2) (costing approx Rs. 65,000) (One Customer)

**Zonal Prize:**

- (a) Top Scorer of Each of the four zone stands a chance to meet either Sourav Ganguly / Kapil Dev on \_\_\_\_\_ (date to be decided) at **Mumbai** along with To & Fro Flight Ticket to **Mumbai** from \_\_\_\_\_ (Nearest airport of Winner's Circle) , and
- (b) Personalized Merchandise.

Winner will be decided on the basis of the Terms mentioned herein throughout the contest period.

For the purpose of clarification and avoidance of doubt, Prize does not include any personal expenses incurred by any of the aforesaid winners and the respective winner shall be solely responsible for all the expenses, taxes whether additional or incidental, required to be incurred to avail his/her winning Prize.

**9. Contest Flow:-**

Step #	Actor	Action	Response
1.	Active Subscriber	Dials *123*19#	System receives the response.  Welcome to Vodafone Cricket Bonanza Contest. Your Question is – Who won IPL 2013? 1. Rajasthan 2. Mumbai 3. Bangalore
2.	Active Subscriber	Dials “2”	System receives the response
3.	Case 1		If answer submitted is correct, system responds with –
			“Your score is 1 Where was the final match played of IPL 2013? 1. Delhi 2. Chennai 3. Mumbai



	Case 2		If answer submitted is incorrect, system responds with –
			“Your score is 0 Where was the final match played of IPL 2013? 1. Delhi 2. Chennai 3. Mumbai
4.	Active Subscriber dials *123*19#	When the daily limit of questions exceeds.	Dear Subscriber, your daily limit of 10 questions is over. Your score is _. Thank you.
5	Inactive Subscriber dial *123*19#		Dear Subscriber, you are not eligible to play this contest.

**10.** Vodafone Cricket Bonanza Contest is valid only for Vodafone India Subscribers who are:

- (i) eighteen (18) years of age or above;
- (ii) a New Subscriber of Vodafone India;
- (iii) resident of India;
- (iv) Neither prosecuted nor convicted for committing any criminal offence or abetment thereof;
- (v) Not suffering from any legal disability e.g. insolvency, restraint by court etc;
- (vi) Not have any outstanding dues payable to Vodafone India on account of the mobile connection.
- (vii) Active subscriber of the service

**11.** Employees and relatives of Contact Tech Solutions India Pte. Ltd. and Vodafone India will not be eligible to participate in the Contest.

**12.** WINNER SELECTION PROCEDURE:

- (i) The selection of the winner for Gratification shall take place on the 13<sup>th</sup> June 2014 and the Subscriber who has answered the maximum correct answers in the contest period would be declared as Winner by an Auditor appointed by the Organizer. One Subscriber who has



answered the maximum number of correct answers (among top 3) during the entire Contest Period shall be declared as first, second and third Winner respectively.

- (ii) During the selection of the winner, in case there is a tie, winner will be selected based on the following condition –
  - Subscriber being active on the service for the longest duration during the contest period.
  - Subscriber with least number of incorrect answers.
  - Subscriber with least duration taken to answer the questions.
- (iii) The Winner shall be chosen and decision of independent auditor involved in the winner selection process shall be final and binding on the Subscribers.
- (iv) No Subscriber participating in the Contest can win prize more than one prize.
- (v) In the event, if Winners are unable to submit the required documents to avail the Prizes, Organizer shall nominate the next winner from the list for each Prize, who will be offered the Prizes subject to submission of all the required documents.
- (vi) Winner will be informed immediately after the selection of the winner by the Organiser about their winning of Prizes.
- (vii) Winners name will be announced as registered in the system of Vodafone India.

Winners will be intimated on their Vodafone India number or via email or by post or such other mode, as may be suitably determined by the Organiser. In the event, Organizer is not able to establish successful contact with a winner, that winner shall not be considered for the prize, and Organizer may choose any other prize winner or forfeit the prize, at its sole discretion.

The winner can be considered as disqualified for the prize in case he/she fails to clear all outstanding dues payable to Vodafone India and / or is not a valid/active Vodafone India subscriber on the date of claiming the prize.

13. The documents required to be submitted along with the claim by the winner shall include the following (the document list is only inclusive and not exhaustive) and Organizers, at their sole discretion may insist on such further proof as it may deem fit:
  - a. Identity Proof



- b. Address Proof
- c. Letter of Compliance with rules and regulations etc. in the manner prescribed.
- d. Submission of acknowledgement letter (as per the format that shall be provided by Organizer) on receipt of the Prize(s)
- e. Pan Card copy

If the Winners are unable to provide the required documents, the Prizes shall be offered to next shortlisted Participants.

Any local levies, taxes, duties or any other statutory liabilities associated with the prize will have to be solely borne by the winner. The winners Permanent Account Number (PAN) and other details would be taken for record. Compliance with respect to statutory obligations/taxes will be the responsibility of the winners.

14. The prizes offered in this Contest will be sponsored and distributed by the Organizer or a designated third party. No substitution or exchange of the Prize shall be allowed.
15. However, the Organizer reserve the right to substitute and/ or change the Terms and/ or Prize, without any prior intimation or notice to the participants and/ or winner as the case may be.
16. The Organizer & Vodafone India shall not be liable for any delay or loss that may accrue in the delivery of the Prize.
17. Organiser shall provide the Prizes to the winner of the Circle from which the Winner is chosen within 6 days from the date of selection. However, the Winners shall personally come to the Circle office to claim the Prizes within 2 days from the date of declaration of the Winners and the winners shall be solely liable to bear any cost that may be incurred by him / her, in collecting / availing the prize.
18. Vodafone Cricket Bonanza Contest is valid subject to the winner complying with all Terms and Conditions contained herein, as required by the Organizer. Any failure on the part of the participant to comply with any specified Terms & conditions contained herein, shall disqualify such participant.
19. Vodafone Cricket Bonanza Contest is subject to applicable laws and guidelines/ directions issued by Telecom Regulatory Authority of India ('TRAI'), Department of Telecom (DOT) or any other statutory authority from time to time.
20. Organizer reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify Vodafone Cricket Bonanza Contest or any part thereof including the eligibility criteria at its sole discretion at anytime during it's validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom



(DOT) and/or statutory changes and the same shall be binding on the participant.

- 21.** The existence of a dispute, if any, regarding the Prize shall not constitute any claim against Vodafone or Kontakt Tech Solutions India Pte Ltd.
- 22.** In matters relating to Vodafone Cricket Bonanza Contest hereto, the decision of independent auditor appointed by the Organizer shall be final and binding in all respects.
- 23.** Vodafone Cricket Bonanza Contest is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Organizer. Organizer & Vodafone shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
- 24.** Organizer & Vodafone shall not be responsible for any USSD/SMS message delivery failures, for any lost, late or misdirected network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and/or other conditions beyond its reasonable control.
- 25.** The Prizes are non-transferable, non-negotiable, subject to availability and there will be no cash alternative. Organizer reserves the right to substitute Prizes of equal or greater value, at any time.
- 26.** The Organizer and Vodafone are neither responsible nor guarantee the quality of the goods / services being provided as prizes nor is it liable for any defect or deficiency of goods or services so obtained/availed, by the subscribers under Vodafone Cricket Bonanza Contest .
- 27.** There shall be no roll-over of prizes in case the winner/s is/are not eligible. A subscriber shall not be considered eligible if he/she does not conform to the Terms and conditions as stipulated above.
- 28.** Organizer and Vodafone India will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or damage to property, which is suffered or sustained in connection with Vodafone Cricket Bonanza Contest

Under no circumstance shall Vodafone , or its affiliates, or subsidiaries, or their directors, employees, officers, agents or representatives, be liable to the participant and/or any third party for any loss of profits or loss of opportunity, incidental, indirect, consequential, special, exemplary or punitive damages whatsoever, even if they have been advised of the possibility of such damages. Subscriber expressly agrees that his/her participation in the Contest offered by Vodafone India is at the his/her sole risk and is governed by the Terms and Conditions herein and no advice or





information whether by representations, oral, written or pictorial derived from the Website or through the Contest shall be construed to mean the giving of any warranty of any kind by Vodafone India or Organizer.

- 29.** The Subscribers participating in the Contest shall indemnify and keep indemnified Vodafone India and the Organizer 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 Organizer 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 Subscribers, any failure by the Subscribers participating in the Contest to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and Organizer shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. 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 or otherwise in connection with the Contest.
- 30.** Winners shall be intimated by the organizer directly. Organizer shall not entertain any questions, correspondence, enquiries on the manner of conducting Vodafone Cricket Bonanza Contest and grant of Prizes from any person, whatsoever.
- 31.** Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizer and / or Vodafone.
- 32.** These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.
- 33.** By entering the contest, the Subscribers confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and agree to receive only transactional messages related to the Contest (i.e., daily score updates, Contest Questions etc.) from Kontakt/ Vodafone, as they may deem fit and proper, at their sole and absolute discretion. However, the Subscriber registered with the National Do Not Call Registry would not receive any promotional messages relating to any other product of Kontakt/Vodafone unless he/she is categorically subscribed for the same.
- 34.** Participation in Vodafone Cricket Bonanza Contest implies acceptance of all the terms and conditions of Vodafone Cricket Bonanza Contest. Acceptance of the Prize by the Winner and participation in the Contest constitutes permission for the Organizer, Vodafone India and its affiliates



to click photographs of the Winner and Subscribers and use the Winner's and Subscriber's name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever with or without Vodafone India's brand.

List of Telecom Service Areas (including list of Circles for which entries from Subscribers shall be considered for the Vodafone Cricket Bonanza Contest):

Name of the Vodafone Entity	Respective Circles in which they operate	Circles for which entries from participants shall be considered for the Vodafone Cricket Bonanza Contest (Yes / No)
Vodafone India Limited	Mumbai	Yes
Vodafone Mobile Services Limited	Delhi	Yes
Vodafone East Ltd	Kolkata	Yes
Vodafone West Ltd	Gujarat	Yes
Vodafone South Ltd	Karnataka	Yes
	Andhra Pradesh	Yes
	Chennai	Yes
	UP (West)	Yes
	Punjab	Yes
	West Bengal	Yes
Vodafone Digilink Ltd	Rajasthan	Yes
	Haryana	Yes
	UP (East)	Yes
Vodafone Cellular Limited	Maharashtra & Goa	Yes
	Kerala	Yes



Name of the Vodafone Entity	Respective Circles in which they operate	Circles for which entries from participants shall be considered for the Vodafone Cricket Bonanza Contest (Yes / No)
	Tamil Nadu	Yes
Vodafone Spacetel Ltd	Bihar	Yes
	Himachal Pradesh	Yes
	Jammu and Kashmir	Yes
	Orissa	Yes
	Assam	Yes
	North East	Yes
	Madhya Pradesh	Yes