

## TERMS AND CONDITIONS OF MY i10

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**MY i10 CONTEST**”. BY PROCEEDING WITH PLAYING THE **MY i10 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 **MY i10 CONTEST**.

### Terms and Conditions:

1. This **My i10 CONTEST** (hereinafter referred to as the “**Contest**”) 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, AttibeleHobli, AnekalTaluk, Electronic City Phase 1, Bangalore- 560100- India(hereinafter referred to as “**OnMobile**” or “**Organizer**”), for enabling active<sup>1</sup> pre-paid and post-category of Subscribers<sup>2</sup>(“**Subscriber(s)**”) of Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone West Limited, Vodafone East Limited, Vodafone South Limited, Vodafone Digilink Limited, Vodafone Cellular Limited and Vodafone Spacetel Limited (hereinafter collectively referred to as “**Vodafone India**”) to participate in the Contest and is open during the period from **9<sup>th</sup> June 2014** from **00:00:01 hrs** to **7th August 2014** till **23:59:59 hrs**, (hereinafter referred to as the “**Contest Period**”). Organizer reserves the right to extend or shorten the Contest Period, as it deems fit, and any such change shall be published on the website defined below.
2. The Contest is open for all Subscribers who satisfy the eligibility criteria mentioned in Clause 8 below and who belong to the following Vodafone India telecom circles (“**Circle(s)**”) of

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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.

ANDHRA PRADESH, ASSAM and NORTH EAST, BIHAR, DELHI, GUJARAT, HARYANA, KARNATAKA, KERALA, KOLKATA, MAHARASTRA, MADHYA PRADESH, MUMBAI, ORISSA, PUNJAB and HIMACHAL PRADESH, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, WEST BENGAL, TAMIL NADU and CHENNAI. The Contest is available only in Hinglish and English languages, as per the classification of Circle-Groups, Languages and Zones\* as mentioned below.

<b>S.No.</b>	<b>Circle-Groups</b>	<b>Default Language of SMS</b>
1	ANDHRA PRADESH	English
2	ASSAM + NORTH EAST	English
3	BIHAR	Hinglish
4	DELHI	Hinglish
5	GUJARAT	Hinglish
6	HARYANA	Hinglish
7	KARNATAKA	English
8	KERALA	English
9	KOLKATA	Hinglish
10	MAHARASTRA	Hinglish
11	MADHYA PRADESH	Hinglish
12	MUMBAI	Hinglish
13	ORISSA	Hinglish
14	PUNJAB + HIMACHAL PRADESH	Hinglish
15	RAJASTHAN	Hinglish
16	TAMIL NADU + CHENNAI	English
17	UTTAR PRADESH EAST	Hinglish
18	UTTAR PRADESH WEST	Hinglish
19	WEST BENGAL	Hinglish

3. A Subscriber by participating in the Contest, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the procedure for winner selection of the Contest as set out herein, and any appropriate changes that may be made to this Contest by the Organizer including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Vodafone India or OnMobile, their affiliates and associates or for any reason whatsoever.

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

5. Also, by participating in this Contest, You:

- Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
- Warrant the accuracy, truthfulness and currency of all information that You may have submitted;
- Agree that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in the Contest, solely at Your own risk;
- 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; and
- Confirm and undertake that You will make an informed choice regarding the option to play through voice or Short Message Service (“**SMS**”) and after understanding the implications of the same.

6. Participation in the Contest 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](http://www.vodafone.in) and <http://vodafone.contestzone.in> (“**Website**”). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.

#### **8. Procedure and Eligibility to participate in the Contest**

This Contest 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 India;
- He/she must belong to any of the Circles 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 My i10 Contest and are chosen as winners of each category of prize in accordance with the winner selection process under the Terms and Conditions of the Contest shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number ("**Winner(s)**"). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

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

If, in any State and/or territory or part thereof, the running of this Contest is prohibited as per local rules or laws, 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.

#### **9. Charges:**

- Subscribers can play the Contest only after being successfully charged for each question answered.
- Once a Subscriber sends any word or A or B as an SMS to 567899, s/he will be considered as a participant of the Contest and he/she can start playing questions under the Contest. Each SMS sent by the Subscriber to the number 567899 will be charged at Rs 5 per SMS.
- If a Subscriber wishes to stop receiving updates from the Contest including without limitation questions under the Contest, then he/she may send STOP as an SMS to the number 567899 at Rs 5 /SMS or call 55677 (toll free). Subscribers may resume receiving updates anytime during the Contest Period by calling 55677 (toll free) or sending any word as an SMS to 567899 at Rs 5 /SMS or dialing the USSD String or clicking the WAP Link.

#### **10. Contest on Voice:**

- Contest will be available on the toll free number at 567899 for all Subscribers of the above mentioned Circles of Vodafone India.

- The Contest consists of a total of 1000 questions, with 2 answer options each and the Subscribers may answer any number of questions on a particular day during the Contest Period, at their discretion. The questions may be answered by dialing 1 for 1st option or 2 for 2nd option on the phone keypad. Once the Subscriber presses 1 or 2 as his/her response to the question, he/she will be charged Rs. 5/-.
- If the charging is unsuccessful, a “not charged” prompt will be played and the call will be dropped. Such answer of the Subscriber shall be disregarded and this will remain as an unanswered question and may be given to the Subscriber again sometime during the Contest period. Also, such answer/s shall be disregarded for the purposes of Winner selection.
- For every right answer the Subscriber will receive points. There is no negative marking for a wrong answer. After every right answer, the Subscriber will be given his/her score for the day, followed by the next question and the answer options and the process to answer the subsequent question. After every wrong answer the Subscriber will be played an appropriate prompt and given the next question and answer options. To listen to a question again Subscribers may press \*.If the Subscriber stops playing the Contest after answering the nth question then when he/she calls back, he/she will be played the (n+1)th question.
- If the Subscriber stops playing the Contest without answering the nth question, then when he/she calls back, he/she will be played the nth question, which maybe different than the question received previously. i.e., if a Subscriber listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back, he/she will be played the 4th question which maybe different from what he/she received previously.
- The questions under the Contest shall be based on information available to public at large.
- If a Subscriber stops playing the Contest after answering the nth question then he /she will be sent a reminder SMS on his/her number registered with Vodafone India followed by another question. In case the Subscriber does not answer this question, he/she will be sent further reminder SMSs with questions.
- 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 Contest Period, he/she cannot answer the questions again.

- The Subscribers may send PT as an SMS to 567899 to check their total score accumulated till that day during the Contest Period.

#### **11. Contest on SMS:**

- Contest will be available on SMS on the number 567899 for all Subscribers of the above mentioned Circles.
- Subscribers can participate in the Contest by dialing the Unstructured Supplementary Service Data (“**USSD**”) string \*567\*3#, by sending any word to 567899 as an SMS at Rs 5 per SMS, by clicking the Wireless Application Protocol (“**WAP**”) link <http://10.10.5.215/2176> or calling the number 567899 toll free. When a Subscriber using an MSISDN, follows the afore mentioned process to participate in the Contest through USSD, SMS and WAP, a welcome SMS is sent to that MSISDN of the Subscriber giving details of the Contest 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 1<sup>st</sup> question and answer options. For the avoidance of doubt, please note that a Subscriber can play the Contest only through SMS and/or voice mode. The amount charged for accessing the Contest on the WAP link is subject to the charges of the data plan of the MSISDN of the Subscribers.
- In case a Subscriber has less than Rs. 5/ balance on his/her number registered with Vodafone India, he/she will not be able to play the Contest. Answers to uncharged questions shall be disregarded for the purposes of Winner selection and the Subscriber shall be intimated of the unsuccessful charging by an appropriate SMS sent to his/her number registered with Vodafone India.
- Subscribers may also participate in the Contest by sending A or B as an SMS to 567899 as an answer to the promotion question that they receive on their numbers registered with Vodafone India.
- The Contest consists of a total of 1000 questions, with 2 answer options each and the Subscribers may answer any number of questions on a particular day at their discretion.
- For every right answer the Subscriber will get 1 point. There is no negative marking for a wrong answer.
- If the Subscriber stops playing the Contest after answering the nth question then when he/she sends any SMS to 567899, he/she will receive the (n+1)th question.
- The questions under the Contest shall be based on information available to public at large.

- If a Subscriber stops playing the Contest after answering the nth question then when he/she sends an SMS, he/she will get the (n+1)th question.
- The Subscriber will be given the questions one after the other till he/she finishes answering all the questions. After every right answer, the Subscriber will be sent his/her score for the day, followed by the next question and the answer options and the process to answer the subsequent question.
- Once the Subscriber has answered all the questions during the Contest Period, he/she cannot answer the questions again.
- The Subscriber may send PT as an SMS to 567899 to check their latest score.
- Every day during the Contest Period, all participating Subscribers will be sent a question in the morning on their numbers registered with Vodafone India, to help them start playing the Contest.

## 12. Prizes and Winner Selection Process –

### a) Bumper Prize :-

The selection of the Winner for the Bumper Prize will be conducted after the Contest ends. 1 MSISDN, across all Circle-Groups, as per the classification of Circle-Groups\* given below, with minimum 500 points in the Contest, will be selected as the Winner of the **Hyundai i10 Era Car worth up to Rs 6,81,000/-**. The winning MSISDN will be removed from the eligible list of MSISDNs for the 2nd Prize.

### b) 2<sup>nd</sup>Prize:-

The selection of the Winner for the 2<sup>nd</sup> Prize will be conducted after the Contest ends and the Bumper Prize Winner is selected. 1 MSISDN, per Zone, as per the classification of the Zones\*\* given below, with minimum 250 points in the Contest will be selected as the **Winner of gold voucher worth Rs 1 Lakh/-**. The Winner is entitled to use the gold voucher, subject to the terms and conditions applicable to the gold voucher.

### c) Weekly Prize:-

The selection for the Weekly Prize will be conducted at the end of the week, as per the Weekly Schedule\*\*\* given below. At the end of each week (“**Weekly End Date**”), 1 MSISDN across all Circles, as mentioned in Clause 2, with minimum 25 points till the Weekly End Date, will be selected as the Winner of a **Digital Camera worth up to Rs. 9,995/**, irrespective of whether the MSISDN has answered the 25 questions correctly in that particular week or any earlier week. This means that all MSISDN’s who have answered 25 correct answers in

any week, will become eligible for all weekly selections and do not have to score 25 right answers in that particular 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 Contest Period.

**(d) Daily Prize:-**

The Daily Prize shall be conducted for each day of the Contest. 5 MSISDNs per Circle-Group, as per the classification of Circle-Groups\* given below, with minimum 3 points on any day during the Contest Period, in the least amount of time, will be selected as the Winner of **Recharge<sup>3</sup> worth up to Rs. 50/-** for that day. 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 Contest Period. To be eligible for this prize, Subscribers have to answer 3 questions correctly on the day that they commence participation in the Contest. For the Daily prize selection, below clauses will be applicable:

-In case of a tie in the time taken to answer the 3 questions, all the tied MSISDNs will receive the prize.

-Notwithstanding the generality of this Clause, to be eligible for this prize, Subscribers have to answer 3 questions correctly on the day that they first participate in the Contest by following the process mentioned herein.

- The time taken for answering a question through the “Voice” mode or SMS for the Daily Prize, is calculated from the time OnMobile’s system receives the 1st correct answer from an MSISDN till the time OnMobile’s system receives the 3rd correct answer from such MSISDN. The total time taken by an MSISDN to provide 3 correct answers in a day, whether on Voice or SMS is used to determine the Daily Prize Winners. All Subscribers who participate in the Contest are provided the option to play the Contest through Voice (as detailed in Paragraph 10) and SMS (as detailed in Paragraph 11) and are aware that time taken to answer a question through SMS is recorded only upon receipt of the SMS by OnMobile’s system and not from the time that the SMS has been sent by the Subscriber. Accordingly, time taken to correctly answer 3 questions in a day through SMS may be more than the time that is clocked in the Voice mode.

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<sup>3</sup>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 Contest is not available, the Winners will be provided with the nearest value or denomination available for talk-time, data or SMS recharge which could be equal to or closest to the recharge value or denomination offered. All taxes and charges including but not limited to State tax, cess, operator charges etc. on such recharge will be applicable and will be borne by the Winner.



The Subscribers shall not raise or have any claims against OnMobile or Vodafone India in this regard and OnMobile and Vodafone India 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.

**Special Prize on Tuesdays (Applicable only for Gujarat Circle):-**

The selection for the Special Prize will be conducted as per the schedule\*\*\*\*. 1 MSISDN from Gujarat circle, with the highest score on that day (every Tuesday as per the schedule\*\*\*\*) will be eligible for a mobile Recharge worth up to Rs. 1000/-. 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 Contest Period.

**Classification of Circle Groups\*, and Zones\*\*:-**

<i>S.No.</i>	<i>Circle-Groups</i>	<i>Zone</i>
1	ANDHRA PRADESH	South
2	ASSAM + NORTH EAST	East
3	BIHAR	East
4	DELHI	North
5	GUJARAT	West
6	HARYANA	North
7	KARNATAKA	South
8	KERALA	South
9	KOLKATA	East
10	MAHARASTRA	West
11	MADHYA PRADESH	West
12	MUMBAI	West
13	ORISSA	East
14	PUNJAB + HIMACHAL PRADESH	North
15	RAJASTHAN	West
16	UTTAR PRADESH EAST	North
17	UTTAR PRADESH WEST	North
18	WEST BENGAL	East
19	TN/CHN	South

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

<b>Week</b>	<b>From</b>	<b>To</b>
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1	9-Jun-14	19-Jun-14
2	20-Jun-14	26-Jun-14
3	27-Jun-14	3-Jul-14
4	4-Jul-14	10-Jul-14
5	11-Jul-14	17-Jul-14
6	18-Jul-14	24-Jul-14
7	25-Jul-14	31-Jul-14
8	1-Aug-14	7-Aug-14

**\*\*\*\*Schedule for Special Prize for Gujarat:-**

S.No.	Tuesday
1	10-Jun-14
2	17-Jun-14
3	24-Jun-14
4	1-Jul-14
5	8-Jul-14
6	15-Jul-14
7	22-Jul-14
8	29-Jul-14
9	5-Aug-14

- i) In the selection of the Bumper Prize, 2<sup>nd</sup>, Weekly or Special Prize, in case of a tie in the score, one 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) A Subscriber is eligible to win more than one prize during the Contest Period, which means that he/she can win more than one prize provided he/she meets the above said criteria of the respective prizes, subject to Clause 48 and 49.
- iii) If a Subscriber plays the Contest over both the channels (Voice & SMS), his/her score will only be cumulative and not exclusive for each of the channels. ie: if the Subscriber has started playing the Contest on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the Winner selection for all the prizes.

**Early Bird Completion Gift:-**

The selection for the Early Bird Completion Gift will be conducted after the Contest ends. The first 50 MSISDNs per Zone, as per the classification of Zones\*\* as mentioned above, that answer all 1000 questions in the Contest during the Contest Period will be eligible for a mobile Recharge worth up to Rs. 500/-.

- 13.** All the Subscribers may receive reminder scores or promotional SMSs about the Contest daily at regular intervals during the Contest Period.
- 14.** By entering the contest, 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 Your score and such other updates of the current contest, promotional updates on the Dream Diamond Competition or/and any such contest/s as may be active for participation during the Contest Period. Also, the Subscribers may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming contest/s for 20 days from the date of commencement of such upcoming contests.
- 15.** The Subscribers hereby agree to receive promotional updates of all other contests which are live during the Contest Period. Subscribers may send STOP as an SMS to 567899 to stop receiving such updates.
- 16.** The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Contest will be witnessed and certified by an independent third party auditor, appointed by the Organiser.
- 17.** All prizes will be given after deducting various taxes, license fees and charges as applicable, except as otherwise stated in writing.
- 18.** The Winners shall not be entitled to their respective prizes, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an active Subscriber of Vodafone India on the date of claiming the prize.
- 19.** To be eligible to claim the prizes of the Contest, the winning MSISDNs have to be active Subscribers of Vodafone India at the time of the Winner announcement period.

20. The list of Winners of all prizes will be announced on the Website after the end of the Contest and after all the Winner selection processes are completed.
21. All decisions of the Organizer in respect of all transactions under this Contest, including without limitation the selection of Winners and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
22. The prizes offered in this Contest will be sponsored and distributed by OnMobile or a designated third party.
23. All prizes offered in this Contest 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 Contest after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Voucher.
24. After the selection and validation of the Winners of all the prizes under the Contest, 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. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-67186352 or 080-67186344. 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 567899 will be sent to the MSISDN of the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes ("**Intimation**"). The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer under the respective categories under the Contest. The prizes offered under the Contest may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Contest. In the event no special event is being conducted by the Organizer, the Winners shall be requested to provide their address to which the prizes may be sent by Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or Vodafone India for playing the Contest. Delivery of prizes will be subject to the Winners giving the correct address and his/her availability there. The Winners agree that there shall be no liability on Organizer or Vodafone India 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.

- 25.** Without prejudice to the foregoing Clause 24, any failure on the part of the Winners of the Contest to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and/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 or Vodafone India 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.
- 26.** 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.
- 27.** Neither Vodafone India nor OnMobile shall be responsible for any claims arising out of technical failures before, during, between or after the completion of this Contest, 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 Contest score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, neither Vodafone India nor the Organizer shall be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or Vodafone India.
- 28.** The Subscribers hereby agree and undertake not to hold the Organizer, Vodafone India and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that 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 Contest.

- 29.** Organizer, Vodafone India 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 Contest, 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.
- 30.** Prize(s) shall neither be transferable nor exchangeable for cash, unless otherwise expressly agreed by the Organiser. Mere participation in the Contest 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.
- 31.** 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 as an alternative of the prize(s) subject to availability of the prize(s). 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.
- 32.** 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 33 herein.
- 33.** 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 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 Contest;

- 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.

**34.** 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 / 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.

**35.** 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.

**36.** The purity of the gold being offered as prize in this contest will be of 22 carat certified gold. The Winners may use the respective gold vouchers being given in this Contest 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.

**37.** Organizer and Vodafone India are not liable for any direct or indirect costs or expenses in relation to the Contest 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.

- 38.** With regard to the Bumper Prize and 2<sup>nd</sup> Prize sponsored by OnMobile, OnMobile shall bear and pay, on behalf of the Winners, all tax deductions as applicable, in addition to the cost of the above-said prizes. For the avoidance of doubt, OnMobile shall bear and pay tax deductions in respect of all prizes under this Contest, the value of which exceed Rs 10,000/- individually. Without prejudice to the foregoing, the Winners will be solely liable for the logistics and all incidental costs including but not limited to costs incurred on travelling, insurance, any other taxes applicable as levied by the Central, State or Municipal government or any other liabilities related to the prizes.
- 39.** Subscriber may contact OnMobile at the toll-free number [1800 1234 000] regarding any queries, complaints, disputes pertaining to the Contest 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](mailto:contest@onmobile.com) which will be answered on working days, between Monday to Friday. All queries, disputes and complaints arising in relation to the Contest must be addressed by You in writing to OnMobile only, and Vodafone India shall not, for any reason whatsoever, entertain any communication in this regard.
- 40.** 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 Contest will automatically be disqualified from participating in it and winning the different categories of prizes under the Contest. 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 India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Subscriber, shall entitle the Organizer to disqualify him/her without any further intimation.
- 41.** The Subscriber shall not have the right to claim any damages, loss or costs from the Organizer and Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever.
- 42.** 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 and Vodafone India, unless otherwise specified herein.
- 43.** Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred in connection with the Contest.



- 44.** 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.
- 45.** The Organizer, at its sole discretion, may or may not provide a cash alternative to any of the prizes being offered in this Contest.
- 46.** The prizes shall be handed over by the Organizer on receipt of all the documents under Clause 33, from the Winners, required to process the distribution of the prize.
- 47.** The list of Winners of the prizes shall be published on [www.vodafone.in](http://www.vodafone.in) and <http://vodafone.contestzone.in> after the end of the Contest.
- 48.** In all contests launched by Organizer and Vodafone India jointly (“Vodafone Contest(s)”) for the financial year 2014-15, one individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, is entitled to win prizes aggregating up to Rupees Five Lakhs only (“**Threshold Limit**”). However,
- a. Notwithstanding the Threshold Limit, If an individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, has not achieved the Threshold Limit and subsequently wins an individual prize in the financial year 2014-15 which results in his/her cumulative winnings for the financial year 2014-15 to achieve the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2014-15. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any Vodafone Contest in the financial year 2014-15, individually results in him/her crossing the Threshold Limit in the financial year 2014-15;
  - b. Once any individual Winner, irrespective of the number of mobile connections registered in his/her name, achieves the Threshold Limit for the financial year 2014-15, he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in financial year 2014-15; and
  - c. In the event there are multiple Vodafone Contests live simultaneously, the Winner announcement of which need not follow the same order as the respective Vodafone Contest launch dates, then the order of the Vodafone Contests for the purpose of reckoning the Threshold Limit shall be as determined by the Organizer in its sole discretion, and no claims shall be made by any Subscribers in this regard.

- 49.** In all Vodafone Contests launched by the Organizer and Vodafone India jointly for the financial year 2013-14, one individual Winner, irrespective of number of mobile connections registered in his/her name, who has already won prizes totaling Rupees Ten Lakhs or more for such financial year 2013-14, will not be eligible to win prizes exceeding an aggregate of Rupees Ten Thousand or more, for the financial year 2014-15.
- 50.** This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of similar nature.
- 51.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 52.** 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 Vodafone India nor any third party involved shall be liable towards any Subscriber in any manner.
- 53.** Organizer, Vodafone India 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 Contest.
- 54.** Vodafone India and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at their sole discretion at any time during its validity as may be required including in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the 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 Contest. Your continued participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.

- 55.** This Contest is being made purely on a “best effort” basis and participating in this Contest is voluntary.
- 56.** This Contest contains factual references to the names of certain companies, products and individuals. The Organizer makes 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.
- 57.** In respect of the Hyundai i10 Era to be awarded as Bumper Prize under this Contest, the respective Winners will be entitled only for the on-road price of the Hyundai i10 Era. The Winners eligible for the Hyundai i10 Era will not be liable to pay any additional taxes over and above the total price but shall be liable to pay charges on the additional vehicle parts opted by the Winners to be purchased along with the Hyundai i10 Era.
- 58.** The value of the prize offered as Bumper Prize i.e. Hyundai i10 Era in this Contest shall not exceed Rs. 6,81,000 (on-road price). In case the specified model, type of the vehicle offered in this Contest as Bumper Prize is discontinued or not available during or after the Contest, the Organizer shall 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/type of the same brand mentioned as the Bumper Prize of this Contest and if the price of the respective vehicles increase during or after the Contest or at the time of prize distribution/Winner announcement period, the Organizer will only pay the value of the vehicle that was during the launch of the Contest and the Winner has to pay or bear the extra amount. The prize amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased.
- 59.** 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 Contest.
- 60.** Vodafone India and/or Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates without consent of the Subscribers.
- 61.** The Organizer and/or Vodafone India reserve 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 Contest. Failure by the Organizer or Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights.

62. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Contest is a violation of laws and should such an attempt be made, Organizer and/or Vodafone India reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
63. Organizer and Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.
64. Organizer, Vodafone India and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the Contest.
65. 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 Contest shall remain, at all times, owned by OnMobile, Vodafone India 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.
66. These Terms and Conditions are subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India and/or OnMobile ("**Force Majeure Event**"). Neither OnMobile nor Vodafone India shall be liable for any delay or adverse effect caused to the Contest as a result of a Force Majeure Event. OnMobile and/ or Vodafone India shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Subscribers.
67. Subject to any applicable law (a) warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Vodafone India and 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 contest or any transactions effected through the Contest; (b) The 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 (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Contest shall be construed to mean the giving of any warranty of any kind by Vodafone India or OnMobile.

- 68.** The Subscribers participating in the Contest 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 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 OnMobile 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.
- 69.** 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 Subscribers under this Contest.
- 70.** Nothing in the Contest shall affect any intellectual property rights of Organizer or Vodafone India or any of its affiliates in any service made available on the Website.
- 71.** The Subscribers and Winners hereby irrevocably authorize Vodafone India and its subsidiaries, to use the data gathered during and/or after the Contest 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 India's brand.
- 72.** The Winner's name will be announced as registered in the system of Vodafone India.
- 73.** 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.

**74.** The provisions of this service, the Competition and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.

**75.** These Terms and Conditions are subject to Indian laws and the Courts at Bangalore shall have the exclusive jurisdiction in respect of any disputes or any matter arising herefrom.