

## Terms and Conditions of Go for Gold Contest

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**Go for Gold Contest**”. BY PROCEEDING WITH PLAYING THE **Go for Gold 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 **Go for Gold Contest**.

### Terms and Conditions

1. **Go for Gold Contest**” (hereinafter referred to as the “**Contest**”) is open only to Indian citizens (individuals), residing in India, aged 18 years or above and who are active<sup>1</sup> pre-paid and post-paid category of Subscribers<sup>2</sup> (“**Subscriber(s)**”) of Tata Teleservices Limited (**TTSL**) a company having its registered office at Jeevan Bharti, 10th Floor, Tower-I, 124, Connaught Circus, New Delhi- 110001 and its corporate office at A, E & F Blocks, Voltas Premises, T. B. Kadam Marg, Chinchpokli, Mumbai - 400033 and Tata Teleservices (Maharashtra) Limited (**TTML**) having its registered office at Voltas Premises, T.B.Kadam Marg, Chinchpokli, Mumbai - 400 033. (TTSL and TTML are hereinafter collectively referred to as “**TTL**”).
2. This Contest is conducted by TTL and the technical support for the Contest is provided by **OnMobile Global Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (“**OnMobile**”).
3. The Contest is open for participation during the period from [23 December 2014, 00:00:01 hrs till 20 February 2015, 23:59:59 hrs], both days inclusive (hereinafter referred to as the “**Contest Duration**”). TTL and OnMobile reserves the right to extend or shorten the Contest Duration 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 competitions offered by OnMobile and TTL, jointly.

<sup>2</sup>Subscriber shall mean the rightful user of the TTL India connection, pre-paid or post-paid, in whose name the mobile phone connection 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.

4. The Contest is open for all active Subscribers who satisfy the eligibility criteria mentioned in Clause 5 below and who belong to the following TTL telecom circles ("**Circle(s)**") of ANDHRA PRADESH, BIHAR, DELHI, GUJARAT, HARYANA, KARNATAKA, KERALA, MAHARASTRA, MADHYA PRADESH, ORISSA, MUMBAI, PUNJAB, HIMACHAL PRADESH, RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, KOLKATA, WEST BENGAL, CHENNAI and TAMIL NADU and who have successfully subscribed to the Go for Gold Contest by following the subscription process mentioned hereunder. Notwithstanding the foregoing, if the operation of or participation in the Contest is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Contest. No further notice shall be given by OnMobile or TTL in this regard.

#### 5. Eligibility

This Contest is open for subscription for all Subscribers who fulfill the following criteria:

- Subscriber must be of or above 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must belong to any one of the Circles mentioned herein;
- The name and address of the Subscriber must at all times correspond with the name and address of such Subscriber as is registered with TTL during the Competition Period and on the date of Winner selection and distribution of prizes under this Competition, unless otherwise expressly authorized in writing by TTL.
- Subscribers who have subscribed to the Call Me Tune facility of TTL must maintain a minimum balance of Re.1/- on each day of the Contest to play the Contest on that day and Subscribers who have not subscribed to the Call Me Tune facility of TTL must maintain a minimum balance of Rs.3/- on each day of the Contest to play the Contest on that day;
- Subscriber must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- Subscriber must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

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

Also, by participating in this Contest, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- Agree that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and TTL or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in this Contest, solely at Your own risk;

- Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
- Warrant the accuracy, truthfulness and currency of all information that You have submitted; and
- Warrant that prior to subscribing to the Contest, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.

The Contest will be available in English and Hindi languages on Interactive Voice Response (“IVR”).

A Subscriber, by participating in the Contest, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the Winners (defined below) under this Contest as set out herein, and any appropriate changes that may be made to this Contest by TTL including due to any legal or regulatory requirement, business exigencies, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the TTL or OnMobile, its affiliates and associates or for any reason whatsoever.

Subscribers shall be entitled to play this Contest while on roaming on the TTL network outside their respective Circle. Further, the Subscribers who participate in the Contest and are chosen as Winners of each category of prizes in accordance with the Winner selection process under the Terms and Conditions of the Contest shall be required to be the registered TTL 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 connection, TTL reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

## 6. Contest

The Subscribers may participate in this Contest by calling the toll-free number 543218.

Each Subscriber who has not subscribed to the Call Me Tune service with TTL shall pay Rs 3/- per question, during the Contest Duration.

Each Subscriber who has subscribed to the Call Me Tune service with TTL shall pay Re 1/- per question, during the Contest Duration.

- If the charging is unsuccessful, a ‘not charged’ prompt shall be played to the Subscriber and the call will be dropped. The answer given by the Subscriber for such uncharged question shall not be considered for the purposes of this Contest and such question will remain as an unanswered question, which may be played to the Subscriber again, during the Contest Duration.

The Contest consists of a total of 250 questions, with 2 answer options each and the Subscribers can answer the questions by pressing 1 or 2 on their mobile phone keypad. The Subscribers may answer any number of questions on a particular day at their discretion.

The questions under the Contest shall be based on general information available to public at large.

To listen to a question again the Subscriber can press \*. There will be no negative marking for a wrong answer.

For every right answer the Subscriber will be entitled to one point. After every right answer, the Subscriber will be played an appropriate response followed by the updated score and given the next question and answer options.

If the Subscriber stops playing the Contest, then he/she may resume playing the Contest by calling the toll free number 543218 during Contest Period, to receive the next question and answer options.

If the Subscriber stops playing the Contest after answering the  $n$ th 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  $n$ th question, then when he/she calls back, he/she will be played the  $n$ th question, which will be played randomly i.e., if the Subscriber listens to the 4th questions but drops the call without answering the 4th question, then when he/she calls back, he/she will be played the 4th question, which question maybe different from what he/she received previously.

The Contest can be played only once by a Subscriber.

There will be a black-out time for the Contest every day between 11:45 PM and 12:15 AM of the next day. This black-out time will be communicated to all Subscribers at the time of subscription to the Contest. During this time, the Subscribers will not be allowed to play the Contest.

- 7. Selection of successful Winners- The selection process of the successful Winners for all the prizes in this Contest will be as follows:**

**Bumper Prize:** The selection for the Bumper Prize will be conducted after the Contest ends. One MSISDN across all Circle-Groups, as per the schedule of Circle-Groups\* given below, who score the maximum points, in the least amount of time, during the Contest Duration will be selected as the Winner of a Gold Voucher worth up to Rs 100,000/-. The Winner is entitled to use the Gold Voucher, subject to the terms and conditions applicable to the Gold Voucher. The Bumper Prize Winner shall not be eligible for the Daily Prize or the Weekly Prize, during the Contest Period.

**Weekly Prize:** The selection for the Weekly Prize will be conducted only for such weeks as detailed in the Weekly Schedule\*\* given below. This selection shall be conducted only after the Contest ends and after the Bumper Prize Winner is selected. After the completion of the Weekly Schedule\*\*, no further selections for the Weekly Prize shall be conducted during the Contest Period. One MSISDN across all Circle-Groups, in accordance with the classification of Circle-Groups\*, that scores the maximum points, in the least amount of time, during the relevant week, as per the Weekly Schedule \*\* below will be selected as the Winner of a Gold Voucher worth up to Rs 10,000/- for such week. The selection for the Weekly Prize Winners shall be conducted in ascending order of the weeks, as detailed in the Weekly Schedule\*\* below. The Winner is entitled to use the Gold Voucher, subject to the terms and conditions applicable to the Gold Voucher. One Subscriber can win the Weekly Prize only once in the Contest Duration. The Winners of the Weekly Prize shall not be eligible to win the Daily Prize during the Contest Period.

**Daily Prize:** The selection for the Daily Prize will be conducted for each day of the Contest, after the Contest ends and after the Bumper Prize and Weekly Prize Winners are selected. One MSISDN across all Circle-Groups, as per the schedule of Circle-Groups\* given below, with maximum points, in the least amount of time, during each day will be selected as the Winner of Gold Voucher worth up to Rs 1,000/- for such day. The selection for the Daily Prize Winners shall be conducted in ascending order of the days in the Contest. The Winner is entitled to use the Gold Voucher, subject to the terms and conditions applicable to the Gold Voucher. One MSISDN can win the Daily Prize only once in Contest Period.

1 Individual Winner, irrespective of the number of MSISDN's registered in his/her name with TTL is entitled to win either the Bumper Prize, Weekly Prize or the Daily Prize.

\*List of Circle Groups:

Circle Name	Language
ANDHRA-PRADESH	English
BIHAR	Hindi

CHENNAI	English
DELHI	Hindi
GUJARAT	Hindi
HARYANA	Hindi
HIMACHAL-PRADESH	Hindi
KARNATAKA	English
KERALA	English
KOLKATA	Hindi
UTTAR-PRADESH- EAST	Hindi
MADHYA-PRADESH	Hindi
MAHARASTRA	Hindi
MUMBAI	Hindi
ORISSA	Hindi
PUNJAB	Hindi
RAJASTHAN	Hindi
TAMIL-NADU	English
UTTAR-PRADESH-WEST	Hindi
WEST-BENGAL	Hindi

*\*\*Schedule for Weekly Prize:*

Week	From	To
1	23-Dec-14	2-Jan-15
2	3-Jan-15	9-Jan-15
3	10-Jan-15	16-Jan-15
4	17-Jan-15	23-Jan-15
5	24-Jan-15	30-Jan-15
6	31-Jan-15	6-Feb-15
7	7-Feb-15	13-Feb-15
8	14-Feb-15	20-Feb-15

In the selection of the Winners of the Bumper Prize or Weekly Prize, in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice, which shall consist of 10 questions. The MSISDN with the highest score in the least amount of time shall be selected as the Winner for the relevant prize. In case of a further tie in the score , the selection will be conducted by checking the time

taken by the MSISDNs to score 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 score 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.

In case of a tie in the selection of the Daily Prize as mentioned above, all the tied MSISDNs will receive the prize.

Without prejudice to the foregoing, the Subscribers shall not hold OnMobile, the Independent Auditor (defined below) or TTL liable for the Winner selection process under this Contest.

8. The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Contest will be witnessed by an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Winners, certify such process.
9. After the selection and validation of the Winners of all the prizes under this Contest, the Winners will be contacted, by calling them for 3 consecutive days on the number of the Winner(s) registered with TTL, and will be given further details as to how, when and where they can redeem 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 +91-80-49292425. In the event the Winners do not answer the calls of OnMobile, an SMS will be sent to the MSISDN from 543218 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**"). For the avoidance of doubt, Intimation shall be date on which the respective Winners are contacted by OnMobile regarding their winnings under the Contest, either by way of voice calls or SMS detailed above.
10. OnMobile shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any numbers, other than as detailed hereinabove. 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 OnMobile 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 OnMobile, at its sole discretion, subsequent to completion of the Contest. In the event no special event is being conducted by the OnMobile, the Winners shall be required to provide their address to which the prizes may be sent by the OnMobile, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or TTL for playing the Contest. Delivery of prizes will be subject to the Winner giving the correct address and his/her availability there. The Winners agree that there shall be no liability on OnMobile or TTL in the event the Winners cannot be contacted, on any account 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 for any reason whatsoever, the OnMobile and TTL reserves the right to forfeit the prize at its sole discretion.

11. Without prejudice to the foregoing Clause 10, any failure on the part of the Winner under this Contest to comply with directions issued by the OnMobile or TTL shall entitle the OnMobile, at its discretion, to cancel and forfeit the prize for the said Winner. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“PAN”) of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Contest and the prize shall not be transferable and no request shall be entertained by the OnMobile or TTL 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 OnMobile, the Winners shall collect them from the place specified by OnMobile.
12. All prizes will be given after deducting various taxes, license fees and charges as applicable.
13. All decisions of TTL and OnMobile 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.
14. All prizes offered in this Contest are subject to availability. OnMobile reserves the right to issue a Bank Gift Card (defined below), of the value of the prize won, for any of the prizes at its sole discretion. A Bank Gift 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 OnMobile as an alternative of the prize(s) subject to availability of the prize(s). This Bank Gift Card can be used / swiped as a debit card in all outlets where Bank Gift Cards are accepted. The Bank Gift Card shall be 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 Gift Card shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by OnMobile, at its sole discretion, to any category of prizes under this Contest.
15. Subscriber may directly contact OnMobile at 1800 1234 000 (toll-free) regarding any queries or complaints pertaining to the Contest between 9.30 AM and 6.30 PM on all working days from Monday to Friday. Alternatively, the Subscribers may send an email to [contest@onmobile.com](mailto:contest@onmobile.com) which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Subscriber in writing to OnMobile directly, and TTL shall not entertain any communication in this regard.



16. By participating in this 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 and alerts including without limitation daily updates on the score under the current Contest and updates about current and upcoming contest from OnMobile, as it may in its sole and absolute discretion decide.
17. OnMobile, TTL and their respective 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 participating in the Contest, all Subscribers hereby agree to the same. OnMobile may, at its discretion, choose not to disclose the identity of the selected Subscriber to other Subscribers unless expressly mentioned 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.
18. 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 19 herein.
19. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by OnMobile. 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 TTL 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 TTL number registered with OnMobile; and
  - e. In case of Winner holding a pre-paid connection of TTL number and is entitled to a prize, the value of which exceeds Rs. 5,000/-, an affidavit in the format provided by TTL, declaring that the Winner is the rightful owner of the TTL number and the same is registered with the operator in the name of the Winner.
20. Any prize of value equal to or 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, unless expressly specified otherwise. 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 OnMobile.

\*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.

21. OnMobile and TTL are not liable for any direct/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 Subscriber eligible for the prize.
22. 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.
23. The purity of the gold being offered as prize in this Contest will be of 22 carat certified gold. The Winners may use the 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.
24. The list of the Winners will be published on the [www.tatadocomo.com](http://www.tatadocomo.com) ("**Website**") after the end of the Contest. The Terms and Conditions for the Contest may also be available on the Website. The Winner's name will be announced as registered in the system of TTL.
25. In all contests launched by On Mobile and TTL jointly ("**TTL Contest(s)**") for the financial year 2014-15, one individual Winner, irrespective of the number of mobile connections registered in his/her name with TTL, 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 TTL, has not crossed 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 cross 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 TTL 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 not be eligible to win prizes worth Rupees Ten Thousand or above in the financial year 2014-15; and

- c. In the event there are multiple TTL Contests live simultaneously, the Winner announcement of which need not follow the same order as the respective TTL Contest launch dates, then the order of the TTL Contest for the purpose of reckoning the Threshold Limit shall be as determined by On Mobile in its sole discretion and no claims shall be made by any Subscriber in this regard.

In all TTL Contests held in the financial year 2013-14, if one individual Winner, irrespective of number of mobile connections registered in his/her name with TTL has already won prizes aggregating Rupees Ten Lakhs or more for such financial year 2013-14, he/she will not be eligible to win prizes worth Rupees Ten Thousand or more, for the financial year 2014-15.

26. This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of a similar nature.
27. TTL and/or OnMobile shall not be liable for any delay, failure to comply with its obligations contained herein or adverse affect caused to this Contest, including without limitation those caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riots, civil commotion, terrorist attack, inevitable accidents, acts of god, technical snags, or any other circumstances beyond the reasonable control of TTL and/or OnMobile ("**Force Majeure**").
28. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
29. This Contest is 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.
30. Questions and their answers are designed/ 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 / dispute regarding the questions or answers, neither OnMobile nor TTL nor any third party involved shall be liable towards any Subscriber in any manner.
31. 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 such contests as may be active for participation during the Contest Duration.

32. Neither TTL nor OnMobile will be responsible for any loss, damage, claimed/demanded by the Subscribers during or after completion of the Contest including without limitation due to any of the following reasons:-

- a. Subscriber is unable to understand the Terms and Conditions of the Contest;
- b. Any other reason, event, error or incidence not within the control of TTL/ OnMobile;
- c. delay or failure in time recorded or taken for answering a question through voice mode including the tie-breaker process;
- d. failure of servers or telephone lines or the failure to provide the correct Contest score updates;
- e. any mistakes arising from network failure, network congestion, network unavailability or any such technical issues including those arising out of technical snags or resultant inability of the listener.

33. OnMobile, TTL nor 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.

34. OnMobile and TTL 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 the subscription to the Contest and any other services offered on and/or through Contest. Your continued subscription to Contest and/ or participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.

35. Any Subscriber providing any incorrect information, concealing or withholding any information from the OnMobile with an intent to participate and/or win the Contest will automatically be disqualified from participating in it and winning the different categories of prizes. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the TTL number, domicile, payment of outstanding amount to TTL or any other information

provided by the Subscriber, shall entitle OnMobile to disqualify him/her without any further intimation.

36. The Subscribers shall indemnify and keep indemnified TTL 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 TTL may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers under the Terms and Conditions, any failure by the Subscriber 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. TTL and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. OnMobile, TTL or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any third party, whether in connection with the Subscribers or the Contest.
37. The employees, agents, associates, distributors, dealers of OnMobile or TTL shall not be eligible to win any of the prizes offered in the Contest.
38. TTL and OnMobile may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the Subscribers.
39. OnMobile and/or TTL 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 OnMobile and/or TTL 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.
40. 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, OnMobile and/or TTL reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
41. OnMobile, TTL 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.
42. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, Website and all material or content related to the Contest shall remain, at all times, owned by OnMobile, TTL or its respective owners. All material and content contained in this Website is made

available for Your personal and non-commercial use only. Any other use of the material/ content on this Website, or any information disseminated by SMS or any other means of communication is strictly prohibited. Nothing in the Contest shall affect any intellectual property rights of OnMobile or TTL or any of their affiliates in any product or service made available on the Website.

43. The Subscribers shall not have the right to claim any damages, loss or costs from the OnMobile and/or TTL for delay in delivery of the prize(s) on any grounds whatsoever. OnMobile and/or TTL are neither responsible nor guarantee the quality of the goods or services being offered as prize/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Subscribers under this Contest. OnMobile is also not liable for any defect or deficiency in the prize(s) so offered or availed by the Subscribers under this Contest.
44. The Subscribers hereby irrevocably authorize TTL, that the data gathered during and/or after the Contest in respect of the Subscribers (including Subscriber name and photograph etc.) shall be used by TTL and its subsidiaries in its any communications including marketing promotions and advertisements along with/without TTL's brand.
45. The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to TTL and / or is not an active Subscriber of TTL on the date of claiming the prize/s.
46. The provisions of this service, the Contest and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.
47. The prizes under this Contest can be redeemed only once. Prize are offered on 'NO EXCHANGE' and 'NO REFUND' basis. OnMobile will entertain no requests for exchange in lieu of the prize/s. Cash alternative for the prizes above maybe given at the sole discretion of the OnMobile. 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 otherwise expressly mentioned herein. Apart from the entitlement to the above prize/s, the Winner/s and/or their legal heirs, successors or representative will have no other rights or claims against TTL and/or OnMobile, unless otherwise expressly provided hereunder.
48. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by OnMobile and TTL

including, but not limited to, meeting of the Subscribers requirements or aspirations, timeliness, security, any delay or failure in time recorded or taken for answering a question through voice mode including during the tie-breaker process due to technical snags including network failure or system error or otherwise, the results or reliability of the Contest, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any transactions effected through the Contest; (b) The Subscribers expressly agrees that his/her participation in the Contest offered by TTL is at the Subscribers 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 the OnMobile or TTL.

49. Any disputes with regard to the Contest, will be subject only to the jurisdiction of the courts in Mumbai.