

## TERMS &amp; CONDITIONS

## BACKGROUND:-

AIRCEL IS ORGANIZING A TALENT CONTEST FOR ITS SUBSCRIBERS NAMED AIRCEL 1+3 CONTEST-(“ACTIVITY”)THE TERMS AND CONDITIONS CONTAINED HEREIN GOVERN THE TERMS OF PARTICIPATION IN THE ACTIVITY. PARTICIPANTS ENTERING THE SAID ACTIVITY SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS. THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE PRIZES OF THIS ACTIVITY ARE DETAILED HEREUNDER

Prizes	Nos.	Remarks
Meet Team CSK	8	Winner and his/her 3 friends/family members get all Expense paid trip to meet players from Team CSK including To & Fro Travel, Stay(if required)&Trip Allowance of Rs 1000 each
Autographed Merchandise	10	10 merchandise autographed by CSK Team Player/Players
Match Tickets	400	800 Match Tickets across Match locations, 2 Tickets per Winner

All new as well as existing Aircel subscriber(s) (both prepaid and postpaid subscriber) can participate in the Activity subject to the conditions stated hereunder:

## I. Eligibility:

## A. PREPAID

1. All existing Pre-Paid subscribers of Aircel Limited, Aircel Cellular Limited, and Dishnet Wireless Limited (individually hereinafter referred to as “AIRCEL”) on recharging with Rs. 69, Rs. 109 or Rs. 209 in “Aircel 1+3 Pack” can participate in this Activity.
2. Whereas all new Pre-paid subscribers of AIRCEL on activation of their new number (during the activity period) may participate in this Activity
3. Both the existing Subscribers/New Pre-paid subscriber as specified in clauses A (1) and (2) above may call \*121# (TOLL FREE) to participate in the Activity, after meeting the eligibility criterion.
4. Only one entry per recharge of Rs 69, Rs 109 or Rs 209 of Aircel 1+3 pack. In case subscriber does multiple entries on a single recharge, only the first entry will be considered. However if the

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subscriber does multiple recharges of Rs 69, Rs 109 or Rs 209 he will be eligible to cast equal number of multiple entries and get benefits thereof.

5. If subscriber take more than 1 new pre-paid connection from Aircel, then the Subscriber shall be entitled to participate in the Activity only once per new pre-paid connection.

### B. POST PAID

- (i) All new Aircel post-paid subscribers, after activating the SIM card can participate in the Activity by calling \*121# (TOLL FREE).
- (ii) All existing Aircel post-paid subscribers can participate in the Activity by calling \*121# (TOLL FREE). However, the winner must have cleared all his Outstanding bill(s) to be eligible to win the above prize.

For the purposes of these terms and conditions the word “**Outstanding**” shall mean any Aircel bill of the Subscriber which is not paid beyond due date of such Aircel bill of the said Subscriber.

- (iii) Subscriber will only be eligible to participate once in their current billing Cycle.

### II. The Activity

All Aircel subscribers who participate in this Activity voluntarily agree and confirm that he/she shall accept and comply with the terms and conditions stated herein, without demur protest or contestation.

### III. How to participate:

- (i) All the Post-paid/Pre-paid subscribers (who are eligible as per clause I (A) and (B) above) need to call \*121# (TOLL FREE) to participate in the Activity.
- (ii) The Subscriber needs to select first option to get info on Aircel 1+3 offer & answer a question by following the directions therein.
- (iii) On providing the correct answer the participating subscriber(‘**Participant**’) (as selected by the panel of three (3) independent judges) shall be eligible for one of the following prizes for their correct answer as Winner:

1. Meet team CSK (To & Fro Travel[which if the Winner is an out station traveler, s/he shall also be entitled to either Air Ticket, or Railway Ticket, or Bus Ticket and/or local a/c taxi facility, and if the Winner is a local traveler then only a/c taxi facility shall be provided, at the sole discretion of Aircel] for Winner and with 3 of his/her friends/family, Stay(if required, for out station winners only in 3 to 5 star hotels, with 2 separate bedrooms, at the sole discretion of Aircel), for a total of eight winners during the Activity period. The Winner shall also get Rs. 1000/- head (subject to a maximum of Rs. 4000/- in case all 4 persons (i.e. Winner and 3 of his/her friends/family are travelling with the said Winner. ^
2. 10 winners shall be entitled to win Autographed Merchandise of CSK, duly signed by the present team member or members of CSK) or
3. Win Two Match Tickets per winner across Match locations for 400 (four hundred) winners of this Activity.

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The prize is given on availability basis, and winner/Participant cannot claim the same from Aircel if the prize is given to any other winner or third party, under any circumstances whatsoever.

^The winner along with his/her 3 friends/family members of the Aircel 1+3 prize, shall be entitled to hotel stay(if required), and the allowance of Rs. 1000/- each is only amount payable by Aircel to the said 1+3 winners (the 1+3 winners understand and agree that Aircel shall not pay for alcohol, tobacco and laundry etc. as part of room service, or in-dining or the rooms minibar services and the same has to be paid from the winner to the hotel directly).

- (iv) All Aircel employees, distributors, Agents, IPL players, IPL organizers, IPL team owners, IPL administrators, BCCI members, or any other person likewise directly related to Aircel or this promotional event, are not eligible to participate in this Activity, for which Aircel, in its absolute discretion, shall determine the eligibility of any such subscriber-participant falling within the category of personnel as stated in this clause. Such decision of Aircel/panel of judges shall be final and binding on the participant-subscriber of this Activity.
- (v) Participation time – All Participants can participate in the Activity during following period: from 00:00:01 hours dated 16<sup>th</sup> March 2015 till 23:59:59 hours dated 12<sup>th</sup> May 2015. Further, the dates mentioned hereof shall be subject to change, finally depending on the final IPL 8 matches schedule, to be finalized by IPL 8 organizing committee, and the same shall be publicly communicated).
- (vi) Unless otherwise specified in the terms and conditions, invalid entry or incorrect entry/answer or abusive entry or incomplete entry by Participant-subscriber shall not entitle the Subscriber for participation in the Activity. The decision of panel of judges/Aircel with regard to rejection of an entry due to its invalidity or abusive nature or incompleteness or incorrectness or timing etc. shall be solely decided by Aircel and shall be final and binding on the said Subscriber/Participant.
- (vii) Aircel reserves their right to change prizes offered as part of Activity at any time.
- (viii) The Participant-subscriber, who wins one of the above mentioned Activity prizes ('Winners'), will be communicated through a confirmation call or an e-mail atleast 2 days for Meet Team CSK gratification & 2 days for Match Tickets before the start of the match/travel date of team. The winners for autographed merchandise will be communicated through call or an email after the closure of promo on 12<sup>th</sup> May 2015 and the said Merchandise shall be couriered to the winners address.
- (ix) If the winner is not contactable and there is no revert from the winner within 10 minutes- after first attempted notification/communication by Aircel in case of gratifications
  - (i) Meet Team CSK and of winners of the Match Ticket:
  - (ii) Courier of the Autographed Merchandise of CSK is returned undelivered to the winners address

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Then Aircel entitled to give the prize to the next available winner and the original winner's entitlement to the prize will lapse (without recourse to Aircel). Aircel offers no guarantee or warranty in relation to opportunity to win this Activity. All decisions of Aircel in relation to the Activity shall be final and binding upon participants.

(x) (a) The selection of 8 Winners & 3 of his/her friends/family, who will meet the team CSK for the Activity, will be determined at the sole discretion of Aircel or the service provider, including Airline company, Railways, bus transport providers, taxi providers, hotel operators or the stadium authorities.

(b) The selection of 400 Winners entitled to the match tickets will be determined at the sole discretion of Aircel.

(xi) (a) Winner of the Meet Team CSK team prize shall be entitled to travel and stay (if required) accommodation, at Aircel costs as specified herein above. Winner of Meet Team CSK team prize should be (also having an Aircel mobile phone connection in his/her name and must be above 18 years of age) fit to travel along with 3 of his or her friends or family\*. The Winner of the Meet Team CSK team prize must make his/her own arrangement for travelling to the nearest domestic Airport, railways station, bus stand along with 3 of his/her family/friends (if required)

(b) The 400 winners of the match tickets shall have to make their own travel arrangements to reach the match location and ticket collection points.\*^

*\*Aircel shall not be liable if Winner & three of his friends/family are not allowed to travel by bus, train, airlines or for failure to get to the nearest domestic Airport or for flight/bus/train delay or cancellations or other reasons not within the control of Aircel including but not limited to ill-health, or lack of documentation of the Winner & his 3 friends or family. The winners shall also be bound by the terms of the flight/bus/train tickets. Further, Winner alone is responsible for bringing along with 3 family/friends for meeting the team CSK, and Aircel shall not be liable in any manner whatsoever for any loss, damage, injury, death to such Winner or the 3 family and friends travelling with the said Winner. Aircel prefers that the friends / family members be over the age of 18 and fit to travel and meet the team CSK.*

*\*^ Aircel shall not be responsible if the match is not played, or abandoned or postponed for any reason whatsoever. The winners shall also be bound by the terms of the match tickets.*

(xii) Aircel shall not be responsible for any loss or damage that occurs to the participant or winner, his/her three (3) friends/family members or any of their designated nominee(s) due to entering into this Activity or for any loss of luggage or personal belongings during the travel to and from their house. Aircel shall also not be responsible for any injury (including death), loss, damage or other consequence whatsoever suffered or incurred by Winners or nominee(s) while availing

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prizes including but not limited to loss of luggage or other personal belongings like cash, jewelry, other items of value, or for any accident or loss of life or limb.

- (xiii) During or thereafter this Activity, participant subscriber shall not be entitled to hold Aircel responsible for anything, or any loss sustained by subscriber-participant, as subscriber-participant understands all the terms and condition of this Activity and has entered this Activity at its own sole discretion and free will.
- (xiv) Winner(s) and 3 of his/her friends/family, if required by Aircel, agree to participate in photo shoots, video shoots and/or film shooting sessions so required for any Aircel's advertisement, promotional or otherwise related purpose. Winner and 3 of his/her friends/family hereby agree that Aircel shall have the right to use such photos, videos and/or films in any medium of communication (including, without limitation, print, press, internet or any multimedia medium) and in any reasonable manner as Aircel may decide in its sole discretion. Aircel shall ensure that such use of Winner and 3 of his/her friends/family image photo, video and/or film shall be free from any vulgar, obscene, misleading, defamatory, derogatory or libelous depiction. The names, addresses, telephone numbers, e-mail identities and/or photographs of Winners and 3 of his/her friends/family may be used by Aircel for sending out commercial information and/or for other commercial, publicity or promotional purposes. The Winner and 3 of his/her friends/family hereby agree to execute any and all documentation, to give effect to the above terms.
- (xv) By participating in Activity, subscriber-participant and 3 of his/her friends/family warrants that he/she participating in this Activity is voluntarily and all information submitted by him/her/it, is true, current and complete.
- (xvi) Aircel at its own discretion can accept or reject any entries /Winners and no objection in this regard shall be entertained including but not limited to non-compliance with the Aircel 'Customer Application Form (CAF)' conditions, lack of subscriber address verification, ID verification or failure to comply with the terms and conditions stated herein, etc.
- (xvii) Prize is not en-cashable by Winner and 3 of his/her friends/family.
- (xviii) Prizes cannot be substituted for other articles or gifts by Winner and 3 of his/her friends/family.
- (xix) Aircel offers no guarantee or warranty in relation to opportunity to win this Activity and about certainty of the match would be held or to meet the CSK team or about flights to take off/cancellations or the railway train's delay or cancellation or any buses delay, breakdown or cancellation or due to any taxi's delay, breakdown or non-availability, or the match being not played which shall be subject to declaration by the match-referee of IPL organizing committee/Airport/railway/bus/taxi or other applicable authorities/owners on which Aircel has no control.
- (xx) All decisions of Panel of judges/Aircel in relation to Activity shall be final and binding upon participant subscribers and their nominee(s). No correspondence or objection shall be entertained in this regard.

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- (xxi) Participant-subscriber has read and agreed to all the terms and conditions of this Activity with his/her free will.
- (xxii) Activity shall be subject to the laws of India.
- (xxiii) All taxes (including any future) levied on prize and/or any deliverable, if any, will be borne by Winner participant. Further, any service tax levied on this Activity per se shall be borne by Aircel;
- (xxiv) All or any dispute arising hereof between Aircel and subscriber and 3 of his/her friends/family-participant shall be subject to the courts jurisdiction of Chennai only.
- (xxv) All aforementioned time schedule and venue determination is subject to IPL organizing committee final decision, and therefore shall be subject to variance/changes accordingly. Aircel shall not be responsible to subscriber-participant/Winner for any changes, modification, cancel or variation to this Activity due to such IPL organizing committee's decision;
- (xxvi) Aircel shall not be liable for any failure to perform any or all of its obligations hereunder is due to or attributable to acts, events, omissions or accidents beyond the reasonable control of Aircel, including act of God, inclement weather, fire, lockout, strike or other official labor dispute, union problem, riot or civil commotion, terrorism, satellite failure, failure of technical facilities not within the reasonable control of Aircel, act of public enemy, enactment, rule or order or act of government, such act or event being deemed an event of force majeure.
- (xxvii) If any provision (or any part thereof) of this Terms and Condition is held by a court/ tribunal of competent jurisdiction to be illegal, invalid or unenforceable, that provision (in whole or part as the case may be) shall be severed and the remaining provisions shall remain in full force and effect.
- (xxviii) The CSK team management and/or match organizers may at its own discretion may accept or reject to meet with any Winner and no objection in this regard shall be entertained by or against Aircel. Aircel shall not be liable for any such rejection of such –meet with the winner by CSK team management and/or match organizers.
- (xxix) The Winners and 3 of his/her friends/family of Meet Team CSK team prize may be required to get a NOC for Character from the local Police Station to enable him to Meet Team CSK.
- (xxx) In case the Winner and 3 of his/her friends/family of Meet Team CSK prize fails to get the NOC as aforesaid from local police station, then such winner and 3 of his/her friends/family is automatically not entitled to Meet Team CSK prize and Aircel reserves its right to give the Meet Team CSK prize to the next available winner. The right of the winner, who fails the aforesaid NOC, loses his/her right to the prize.
- (xxxi) Any and all disputes between the Parties shall be resolved through binding Arbitration, and in this regard the parties agree that Aircel shall appoint the sole arbitrator and the decision of the Arbitrator shall be final and binding on parties. The arbitration proceedings shall be in English.

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The place of arbitration shall be Chennai. The court in Chennai shall have the exclusive jurisdiction to try, entertain and decide this case, subject to the Arbitration provision. The parties shall bear their respective costs of Arbitration.