### SBI – WIN MOTOROLA MOTO G TURBO EDITION SMARTPHONE CONTEST

### **Definitions**

- a) "Contest" shall mean the Pro-Kabaddi Season 4 "SBI Pro Kabaddi League Season 4 Motorola Moto G Turbo edition" contest.
- b) "Contestant" or "Participant" mean the residents of India, who is eligible and chooses to participate in the Contest.
- c) "Prize" means the prize declared for winner or winners of the Contest by SBI.
- d) SBI means State Bank of India having its Central Office also known as Corporate Centre at State bank Bhavan, Nariman Point, Mumbai
- e) "Winner" means the Contestant who is declared winner by SBI.

#### **Contest Details**

The contest will be on Star Sports, Star Gold and starsports.com and hotstar.com. The contest is from 25th June 2016 to 31st July 2016. Participants will have to answer 1 multiple option questions to participate in this contest. The participant with correct answer will qualify to be the part of a lucky draw which will decide the winner for this contest. SBI shall conduct the lucky draw and winner will be contacted by SBI. The name of the winners will be displayed on site.

This contest is subject to the following terms & conditions ("T&C"). The terms and conditions may be updated/amended by SBI at any time without notice to Contestant. Participation or submission of entry in the contest shall be deemed as the acceptance of the T&C by the Contestant. The Rules of the contest can be amended or varied from time to time by SBI. SBI may choose to discontinue this contest without any prior notice to the participants.

Any disputes with respect to the contest shall be settled through arbitration by a sole Arbitrator appointed by SBI. All disputes shall be settled under the Arbitration and Conciliation Act 1996.

# **Terms and Conditions**

- 1. Period of the Contest: from 25th June 2016 to 31st July 2016 and which means the period within which the contestant can participate in the contest.
- 2. The contest is open for residents of India only. Entrants under the age of thirteen (13) years must seek parental and/or guardian consent before participating in the Contest.
- 3. Users can participate in this contest by answering 1 question which will be telecasted on Star Sports, Star Gold Channel and on Starsports.com, Hotstar.com.
- 4. No entry fee for participation.
- 5. SBI reserves the sole right to disqualify entries that do not meet the criteria and rules and regulations of the Contest. These include, not limited to, multiple entries on a single day.
- 6. There shall be no exchange or return of the lucky draw prize identified under the contest.

- 7. This contest is only valid on Star Sports, Star Gold, starsports.com and hotstar.com
- 8. The contest is valid during Pro-Kabaddi Season 4 period. SBI reserves the right to discontinue or extend the contest without any prior information.
- 9. 34 Lucky winners during the duration of the contest will be informed via telephonic call during the Pro-Kabaddi Season.

Since the duration of the contest is 34 days, in total of 34 winners (per day I winner) will be announced.

- 10. Entrants are only eligible for entries made through SMS.
- 11 SBI decision as regards the winners of the Contest will be final and binding and no queries, challenges or appeals may be made regarding SBI decision on the same.
- 12. The winners will be required to give their residential address to enable SBI to deliver the handset to them.
- 13. SBI will be making three attempts to connect with the winner. First attempt will be done after 10.00 am following the match day for which the contest is held. There will be consequent two attempts from SBI.
- 14. Even after three attempts if SBI is not able to connect with the winner or in the event of refusal to give residential address for delivery of handset, SBI reserves the right to select second prize winner.
- 15. Lucky Draw gift winner's photographs may be posted online or showcased on our website and/or on our social media channels.
- 16. Neither the employees of SBI nor the family members or the relatives of employees of SBI are eligible to participate in the Contest. Any such entry, even if successful, would be deemed disqualified.
- 17. Winners must produce proof of identity e.g. Aadhar or PAN Card or Ration Card or Driving Licence or passport before claiming the prize.
- 18. Prizes are non-transferable and non-exchangeable for cash or other items and may be subject to availability. Value of the prize may vary; SBI reserves the right to replace any prize with items of similar value without prior notice.
- 19. Prizes are subject to availability while stocks last and SBI reserves the right to substitute the prize for its price equivalent wherever necessary.
- 20. The winners of the lucky draw will be notified immediately after the draw via a prize notification SM/Telephone. SBI reserves the rights to deal with all unclaimed prizes in any manner it deems fit.
- 21. Contest winner should confirm/acknowledge the SMS/Telephone made by SBI Call Centre within a week from notification date in order to claim the prize. Prizes of winners who do not confirm will be forfeited.

- 22. Acceptance of the prize shall constitute consent on the winner's part to allow the use of the winner's name, image, voice and/or likeness by SBI for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law. Acceptance of any prize shall constitute a release and discharge of SBI by each winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the contest, (ii) personal injury and/or property damage, theft or loss suffered by the winner as a result of the use and/or enjoyment of the prize, and/or (iii) any tax liabilities in relation to the contest, prize and/or use or enjoyment of the same.
- 23. In the event that any participant is disqualified from the Contest, SBI at its sole discretion may decide whether a replacement participant should be selected. In this event, the substitute participant will be selected subject to the

# **Prizes:**

- 1. Every winner is entitled for a gratification of 1 Motorola smartphone as the contest prize, subject to the terms and conditions of the contest. SBI shall have the sole discretion to choose the brand, quality, value of the mobile phone to be given as prize in the contest. Once the mobile phone has been handed over to the prize winner, SBI shall not be responsible for its fitness or its quality. Should the winner have any quality or technical issue with the handset, the winner shall have to independently contact the manufacturer of the handset. The decision of the SBI shall be final in terms of identifying the prize of the contest and cannot be exchanged by cash.
- 2. In the event the selected winner(s) does not provide the relevant documents (such as PAN CARD) as required by SBI, within a period of thirty (30) days of receipt of intimation with regards to the same, SBI may, at its sole discretion, cancel the entitlement of the said winner and may award the prize to the other eligible participants.
- 3. SBI expressly disclaims all warranties of any kind, whether express or implied. Neither does SBI make any warranty that the items / products made available under the Contest are fit and functional and will meet consumer requirements, or the delivery of the item / product will be timely, secure, nor is SBI responsible for any damages done in transit.
- 4. All / any government taxes on prizes (as applicable), shall be borne by the winner(s) and all deductions (such as TDS), wherever applicable, shall be made by SBI in accordance with section 194 B of the Income Tax Act, 1961.
- 5. The prize shall be subject to such other terms and conditions as may be applicable to specific prize(s) and shall have to be duly complied with by the winner(s).
- 6. In the event of any ambiguity / uncertainty / unavailability of the winner, SBI, in its own discretion will be entitled to cancel the prize(s) for the said winner(s).
- 7. The decision of SBI in respect of all prizes / transactions under this Contest shall be final and binding.

- 8. SBI reserves the rights to terminate / suspend the Contest at any time and/or withdraw, or extend the Contest without any prior notice and no correspondence in this regard shall be entertained.
- 9. SBI gives no warranty in relation to the accuracy of the information, description or availability of the product/item. SBI undertakes no obligation to investigate each Item / product to verify the description / information.
- 10. SBI OR IT'S DIRECTORS / OFFICERS/ AFFILIATES / EMPLOYEE/GROUP COMPANIES WILL IN NO WAY BE RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, WHICH HINDER THE COMPLETION OF THE CONTEST.
- 11. This Contest cannot be combined with any other offer or promotion currently being offered.
- 12. All disputes are subject to the exclusive jurisdiction of the courts at New Delhi.
- 13. SBI will not accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Contest or as a result of entering the Contest or accepting any prize.
- 14. SBI is not responsible for any safe custody, return, non-delivery or missing of entries, late, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Contest.
- 15. By entering the Contest or accepting the prizes, You agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against SBI, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Contest and acceptance of any prize, including without limitation, personal injuries, death and property damage.
- 16. To the use of the participant's name and/or likeness, without compensation, for SBI promotional and marketing purposes;
- 17. Participants agree that SBI can use the participant's personal information shared with SBI, without compensation, for SBI promotional and marketing purposes.
- 18. SBI can use participant's pictures taken after the lucky draw collection in SBI promotions on website and social channels to publicize our winner's list.
- 19. SBI and its affiliated companies respect the privacy of every individual who visits our Web site and contest. Please refer to our Privacy Statement for details.
- 20. The disbursal of gratification process will be conducted for all the winners only once the contest gets over.
- 21. Prizes shall be disbursed/to be collected post the full completion of the contest i.e. 6 weeks. Official communication by SBI will detail out collection dates and the process.