

## TERMS AND CONDITIONS – MUSIC KA SWARAJ

This Hungama MUSIC KA SWARAJ Contest is organized by Hungama for the Subscribers of Reliance Communications Limited and is subject to the following terms and conditions (hereinafter referred to as “**Terms**”).

The Contest is being wholly managed by Hungama, a Content Partner of Reliance. It is informed to the Subscribers /Participants that Reliance is only acting as a passive internet service provider for the purpose of providing ‘last mileage linkage’ to make available the Contest to the Subscribers and shall not be liable in any manner whatsoever, in respect of any claims, allegations or proceedings initiated by or on behalf of the Subscribers, in connection with the Contest, and any such matters shall be resolved by Hungama with the concerned Subscribers directly.

The Terms shall be available on [www.rcom.co.in](http://www.rcom.co.in). The Subscribers of Reliance agree to abide by the Terms in its entirety. If a Subscriber does not agree to any of the Terms, such Subscriber should not participate in this Contest. The Terms may be modified at any time during the Contest Period.

### 1. DEFINITIONS

For the purpose of these Terms, the following terms shall have the meanings defined below when used in capital letters herein:

- 1.1 Affiliate** shall mean with respect to Reliance, any entity directly or indirectly controlling or controlled by or under direct or indirect common control with such Party. For the purposes of this definition, “control”, “controlled” or “controlling” mean with respect to any entity, any circumstance in which such entity is controlled by another entity by virtue of the latter entity controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such entity or by virtue of any contractual arrangements or otherwise.
- 1.2 “Contest”** means the MUSIC KA SWARAJ Contest of Hungama in which Subscriber competes against the Prize on the terms and conditions enumerated hereunder.
- 1.3 “Prize”** means the gratification offered to the winner of the Contest at the end of the Contest Period which is from 12<sup>th</sup> Aug to 18<sup>th</sup> Sept.... **The selection of prizes is as per the sole discretion of Hungama.**
- 1.4 “Subscriber”** means all valid customers of Reliance Communications Limited, both prepaid and post paid subscribers, who shall be at least eighteen (18) years of age, the rightful owner of a Reliance mobile connection, and / or is a person in whose name the Reliance connection is registered in the records of Reliance.

**1.5 Eligible Winner:** - means a person be at least eighteen (18) years of age, the rightful subscriber of the Reliance mobile connection and/or is a person whose name is registered in the records of Reliance. If the Eligible Winner is not able to provide sufficient evidence to show that he/she is the rightful subscriber/owner of the Reliance mobile connection, Hungama reserves the right to award the Prize (defined above) to the next Eligible Winner. The Eligible Winner will be determined as per terms specified in the Contest announcement.

**1.6 “Contest Period”** means the period commencing during which period the Contest is available to the Subscribers.

**2. DURATION/ TERM OF THE CONTEST:**

The Contest shall be valid during the period from 12<sup>th</sup> Aug, 2016 00:00:01 hrs to 18<sup>th</sup> Sept, 2016 23:59:59 hrs (hereinafter referred to as the “Contest Period”). Hungama reserves the right to extend or shorten the Contest Period, as it deems fit.

**3. ELIGIBILITY CRITERIA FOR CONTEST:**

The Contest is valid for all valid Subscribers i.e. both prepaid and postpaid subscribers of Reliance Communications Limited (hereinafter referred to as “**Subscribers**”) residing in India who are of and above 18 years of age and subject to their acceptance of other eligibility conditions under the Contest, in the below given 23 circles\* (as per the below schedule for circles) who successfully participate for the MUSIC KA SWARAJ Contest (hereinafter referred to as “**Participant**”) by following the subscription process mentioned hereunder.

Sl.No	Circle	Zone
1	ANDHRA PRADESH	South
2	ASSAM	East
3	NE	East
4	BIHAR	East
5	CHENNAI & TN	South
6	DELHI	North
7	GUJARAT	West
8	HARYANA	North
9	KARNATAKA	South
10	KERALA	South
11	KOLKATA	East
12	MAHARASTRA & GOA	West
13	MADHYA PRADESH	West
14	MUMBAI	West
15	ORISSA	East
16	PUNJAB	North

17	HIMACHAL PRADESH	North
18	RAJASTHAN	West
19	UPE	North
20	UPW	North
21	WEST BENGAL	East
22	JAMMU AND KASHMIR	North

In order to be eligible for this Contest, a Subscriber/Participant must fulfill the following criteria-

- He/She should be above 18 years of age.
- He/She must be citizen of India.
- He/She must not have any criminal record nor should be of an unsound mind.
- He/She must not be restrained by any law of the land (e.g. - any court order(s) etc.)

Save and except any employees of Reliance and Hungama , its Affiliates/subsidiaries, sponsors of the prizes, associated agencies, participating operators and their immediate family members and relatives are not eligible to participate in this Contest and shall be excluded from the definition of Subscriber for the purpose of Contest.

#### 4. PARTICIPATION, CHARGES & SELECTION OF TOP PERFORMERS/ TOP PERFORMERS

##### 4.1 PARTICIPATION:

This Contest is purely skill based and a Subscriber/Participant shall have to do the following –

- I. He/She can participate in the ...MUSIC KA SWARAJ Contest through IVR, OBD mode by subscribing the pack and play the contest as an Active user after entering he/she is informed of the Service.
- II. On his /her consent and subsequent action for the subscription to the Service, the Participant is provided with variety of Patriotic music.
- III. If Subscriber stops playing the Contest then when He/She comes back on the same day or any day during the contest period, He/She will be eligible to play the contest.
- IV. The contest is eligible in Hindi and English language (Circle wise).

##### 4.2 APPLICABLE CHARGES

Charges to a Subscriber for participating in the ...MUSIC KA SWARAJ through ...subscribing Reliance – Music masti... will be charged at Rs. 0.50p/5 Hours or Rs.0.30p/3 hours and Reliance – Music mania which will be charged @ Rs.30/ month.

##### 4.3 PRIZES:

S.No	PRIZE	CATEGORY	NO. OF WINNERS	NO. OF PRIZES
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<b>1</b>	<b>Bumper Prize</b>	Rs.500 recharge vouchers to 5 users	5	5
<b>2</b>	<b>Daily Talk Time of Rs.50</b>	Rs.50 Prize of daily talk time will be given to the Top Scorer	20	600

#### 4.4 SELECTION OF TOP PERFORMER(S)

##### A. Bumper Prize :

1. The selection of the winner of the Bumper prize of Rs.500, shall take place within 15 (Fifteen) business days from the date of closure of the Contest. The subscriber with the maximum correct answers in the shortest possible time during the tenure of the Contest would be declared as Winner by an Auditor appointed by the Organizer.
2. The Winner shall be chosen by Hungama in consultation with Reliance and decision of Hungama in consultation with Reliance shall be final and binding on the Subscribers.
3. The subscriber with maximum usage in the shortest possible time will be eligible to be declared a winner.
4. Subscriber who has already won daily prize shall also be eligible for this Prize.

##### B. Daily Talk Time:

1. The selection for the winners of the prize of Daily Talk time for Rs.50 shall take place after start date of the Contest. The subscribers with the maximum usage in the shortest possible time during the tenure of the Contest would be declared as Winners by an Auditor appointed by the Organizer.
2. Reliance will share list of subscriber with Hungama to select winners from on a daily basis.
3. All the Winners shall be chosen by Hungama in consultation with Reliance and decision of Hungama in consultation with Reliance shall be final and shall not be subject to challenge under any circumstances.
4. All the participating Subscribers who have subscribed to Reliance – Music masti/ Music mania service of Hungama will be considered eligible for the Contest & subscriber with maximum usage in the shortest possible time will be declared a winner.
5. No Subscriber can win the daily prize more than once.
6. Subscriber who wins a daily prize shall also be eligible for the Bumper prize.

Note:-

- Bumper prize winner will be selected at the end of the Contest Period.
  - One MSISDN, across all zones, as per the classification of zones in clause 2, with the highest cumulative usage on any 60 days during the Competition period will be selected as the winner
  - The winning Subscriber will be informed via SMS to collect the prize after proper checks and compliance to the conditions stated herein.
  - The list of winners of all prizes will be announced after the end of the Contest and after all the winner selection processes are completed.
  - In case of a tie on usage i.e., in the event of more than 1 Participant having the same usage will be declared as winner.
  - The decision of the independent auditor for selecting the winner would be final and binding on all the Subscribers for this Contest.
  - All Prizes will be given after deducting various taxes, license fees and charges as applicable.
  - The prizes must be claimed by the winners within .....45days....of the date of intimation, failing which, the prize will be forfeited. In the event that any of the winners cannot be reached or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize, at its sole discretion.
  - **If selected winner is not responded within a stipulated time or if not willing to pay taxes applicable, Hungama will choose another winner.**
  - The winner shall be responsible for any additional, incidental expenses required to be incurred to avail of the prize. All taxes, insurances, transfers, spending money and other incidental and related expenses as the case may be, unless specifically stated, are the sole responsibility of the prize winner.
5. It is understood and agreed by the Subscribers that a selected winner/ Top Performer shall have to be **the rightful owner** of the particular mobile phone number/ connection, registered as per the records maintained by Reliance (and which shall be conclusive). The winner of each of the category should not have any previous outstanding or pending amount due as on the date of the Contest Period. If the winner is not able to provide sufficient evidence to show that he/she is the rightful owner/user of the particular mobile connection, Hungama reserves the right to award the Prize to the next eligible winner.
6. By entering the Contest, the Subscribers confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and agree to receive only transactional messages related to the Contest (i.e., daily score updates, Contest questions etc.) from Hungama as they may deem fit and proper, at their sole and absolute discretion. However, the Subscriber registered with the National Do Not Call Registry would not receive any promotional messages relating to any other product of Hungama/Reliance unless he/she is categorically subscribed for the same.

7. By participating in the Contest, the Subscriber/Participant hereby further understands and agrees that Hungama shall at its sole discretion be responsible for inter-alia the selection of the Top Performer and delivery of the Prize at the mentioned venue. The decision of the auditor appointed by Hungama in this regard shall be final and binding upon the Subscriber/Participant.
8. The date and time of selection of Top Performers shall be within 10 working days from the date of the closure of the Contest and the information shall be informed via SMS, after the closure of the Contest Period. **The Subscriber/Participant hereby understands and agrees that the responsibility of Reliance in the Contest is limited only to the extent of communicating the list of eligible Subscribers/Participants to Hungama.** It is specifically mentioned that no information by post/courier/fax/telegram or any other mode shall be given by the Hungama.
9. All participants/ Top Performers who have been declared Top Performers and who have won the Prize shall have to make their own arrangements for travel, accommodation to claim the Prizes from the designated location by Hungama (the “Venue”). Neither Hungama nor Reliance shall be responsible for the travel arrangements and/or any cost incurred by any of these Top Performers for the collection of their respective Prize(s).
10. The Subscribers/Participants including the Top Performer understand and agree that acceptance of the Prizes by the Top Performers and other winners viz. weekly and daily winners, constitutes grant of permission to Reliance as well as Hungama and its Affiliates, to click photographs of the Top Performers / winners and use the Top Performers’/winners names, photocopy, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for purposes of advertising and trade without any additional compensation whatsoever. The Subscribers/Participants including the Top Performers/winners, hereby understands and gives his/ her irrevocable consent for sharing /submission of his/her personal information with Hungama / Reliance.
11. If a winner is eligible for Prize(s) and do not claim the Prize from Hungama ie., within 30 days from result/intimation/website publication, then the gratification shall be forfeited. This Contest cannot be used in conjunction with any alternative offer or promotion.
12. The Subscribers including the Top Performers understand and agree that the Prize (s) under the Contest is neither assignable nor transferable under any circumstances. All the Prizes shall be subject to such other terms and conditions as may be applicable to specific Prizes and shall have to be duly complied with by the said winner.
13. All Prizes must be claimed by the Top Performers, along with the documents specified herein below at the Venue of the event. The documents \* required to be submitted along with the claim by the winner include the following-
  - Identity Proof
  - Address Proof
  - PAN Card and
  - Letter of Compliance with rules and regulations .
  - Submission of acknowledgement letter ( as per the format that shall be provided by Hungama) on receipt of the Prize.
  - Pan Card Copy

\*(the document list is only inclusive and not exhaustive and can change as per the requirements of law).

14. The Prize(s) to the Top Performers shall be given subject to compliance with all applicable statutory legislation, processes, and formalities in connection with the Prize and on production all such documents/papers as required by Hungama before accepting the delivery of the Prize(s). Any failure on the part of the winner to comply with directions issued by Reliance and/or Hungama for claim of Prize(s) shall entitle Hungama to forfeit the Prize(s). If Top Performers fails to produce necessary documents or does not fulfill the eligibility criteria, the Prize(s) shall be allotted to the next highest winner.
15. The Subscribers/Participants understand and agree that in case the Prize is not available, any gift of equivalent value will be given by Hungama. All incidental costs/taxes/levies related to the Prize(s) shall be exclusively borne by the Subscriber/Participant including but not limited to TDS, Gift tax (if any), Road Tax, Insurance and any other taxes applicable by the government Central, State or Municipal.
16. Any prize of value in excess of INR 10,000/- 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 Participant, at the sole discretion of the Hungama Limited.
17. A Participant earning Prize from Contest conducted by Hungama will be subject to TDS under the Income Tax Act, 1961.
18. The prizes shall not be redeemable for cash, wherever applicable. No requests shall be entertained by Hungama in this behalf. However, Hungama may at its sole and absolute discretion offer as an alternative to the prize, cash or cash equivalent or such other substitute as it may deem fit in the event that the product is not available in the market or the prize cannot be delivered to the winners' address.
19. Hungama shall be wholly responsible for the conduct of the Contest. Any disputes, grievance and complaint in connection with the Contest shall lie against Hungama.
20. In case of any queries/ complaints with respect to the Contest, the Subscribers may contact Reliance - Customer Care. Reliance shall thereafter direct the queries/complaints to Hungama who shall be wholly responsible for the resolution of the queries or the complaint.
21. Reliance shall not be responsible for: (i) any SMS message delivery failures; (ii) call connections problems; (iii) for any lost, late or misdirected network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and (iv) other conditions beyond its reasonable control.
22. Reliance shall not be responsible with respect to any disputes or grievance in connection with the Contest. Reliance shall not be responsible for the quality, fitness, merchantability,

defect or deficiency etc. of the Prize and no claim or request, whatsoever, in this respect shall be entertained by the Reliance.

23. Reliance shall not be responsible for any claims arising out of technical failures before, during, between or after the completion of any Contest, including but not limited to any technical failures in the telephone lines, failure of servers or the failure to provide the correct Contest score updates or any mistakes arising out of technical snags. Further, Reliance shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Reliance.
24. The Subscriber/Participant hereby agrees and undertakes not to hold Reliance and/or any of their Affiliates, their respective directors, officers, employees, agents, vendors responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that the Subscriber/Participant may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of the present Contest.
25. The Subscribers / Participants including the Top Performers understand and agree that Reliance /Hungama 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), to a Subscriber/Participant and/or any third party, directly or indirectly, by use or non-use of the Prize(s).
26. This Contest is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Reliance / Hungama. Reliance shall not be liable for any failure to comply with its obligations where the failure is caused by force majeure event. For the purpose of these Terms, Force Majeure Event shall include act of god, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances outside reasonable control of Reliance amounting to force majeure. In case of force majeure conditions, no liability in whatsoever manner shall fall upon Reliance /Hungama.
27. The Contest is valid subject to compliance with all formalities as required by Reliance and/or Hungama. Any failure on the part of the Subscriber to comply with the specified formalities shall disqualify the Subscriber.
28. Reliance hereby declares that this Contest is not intended for promoting, directly or indirectly, the sale, use or supply of any service or any business interest of Reliance.
29. This Contest is subject to guidelines / directions issued by Telecom Regulatory Authority of India or any other statutory authority from time to time.
30. The Terms stated herein, shall not override the terms and conditions of the Customer Application Form of Reliance signed by the Subscribers
31. The decision of Reliance and Hungama in respect of all transactions under this Contest shall be final and binding. Hungama reserve the right, without any prior intimation to Subscriber, to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria at its sole discretion at any time during its



validity as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and the same shall be binding on the Subscriber. Neither Reliance nor Hungama shall be obligated to give reasons for the same.

32. The Terms are governed in accordance with the laws of India and any dispute shall be subject to the jurisdiction of courts in Mumbai.

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