

## **Terms and Conditions of 'Spring Bloom' Contest**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**Spring Bloom Contest**”. BY PROCEEDING WITH PLAYING THE ‘**Spring Bloom**’ 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 ‘**Spring Bloom contest**’.

### **Terms and Conditions**

1. ‘**Spring Bloom 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 incorporated in India having its registered office at Jeevan Bharti, 10th Floor, Tower-I, 124, Connaught Circus, New Delhi- 110001 and its corporate office at A & E 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. The Contest is organized by TTL for their subscribers, and managed by **Lumata Digital India Pvt. Ltd.** a company incorporated in India having its registered office at Level 12, Building No. 8, Tower C, DLF Cyber City, Phase II, Gurgaon, Haryana - 122002, India, (hereinafter referred to as “Lumata/Partner”).
3. The Subscribers/Participants understand that the prize/s under the Contest are sponsored and provided by Partner as mentioned above and TTL shall not be held responsible or liable for non-delivery or shortfall or deficiency in the prize/s and all the legal remedies in relation to the prizes shall solely lie against the Partner.
4. The Contest is open for participation during the period from [20<sup>th</sup> Aug, 2015 00:00:01 hrs to 11<sup>th</sup> November, 2015 23:59:59 hrs), both days inclusive (hereinafter referred to as the “**Contest Duration**”). TTL and Partner reserves the right to extend or shorten the Contest Duration as it deems fit.
5. The Contest is neither open to employees, distributors, franchisees, agents and suppliers of, TTL and Lumata, nor to the relatives /dependents of such employees, distributors, franchisees, agents, vendors and suppliers, of TTL and Lumata.

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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 Partner 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 TTL. 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.

Unwanted agencies/ professional player/professional player using automated responders/programs/any tool to reply to contest questions and any subscriber who has won One Bumper Prize across all contests in all circles organized by TTL from January 2015 to December 2015 shall be considered as professional for participating in these types of contest and winning prizes. Such Subscribers shall not be eligible as they shall dilute the complete proposition of this Contest. TTL's decision in this regard shall be final and binding on the Participants of the Contest. TTL shall entertain no dispute in this regard.

6. The Contest is open for all active Subscribers who satisfy the eligibility criteria mentioned in Clause 7 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 Lumata Powered Packs. 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 Partner or TTL in this regard to the Subscribers.

## **7. 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;
- 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 Contest Period and on the date of Winner selection and distribution of prizes under this Contest unless otherwise expressly authorized in writing by TTL.
- Valid PAN Card Holder (if the Subscriber is winner of prize value in excess of INR 10,000/- )

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 these Terms and Conditions 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 Partner 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 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.
- A Subscriber, by participating in the Contest, hereby agrees to these Terms and Conditions 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 Partner, TTL's affiliates and associates or for any reason whatsoever.
- Subscribers shall be entitled to play this Contest while on On-net and Off-net roaming. 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.

## 8. Contest

Subscribers	Charges	Call to action/How to participate
Existing users to Lumata powered services	Re 1/Ans	Sms <b>WIN TO 54321/582820/58282</b>
Non-Existing users to Lumata powered services	Rs 5/Ans	Sms <b>WIN TO 54321/582820/58282</b>

- The Contest is in the form of questions based on general knowledge, which must be answered by the Participant by using his own knowledge and skill .
- The Participant will score 1 point for every correctly answered question and there will be no negative marking for wrong answer.
- The Monthly/Weekly/Daily/Daily subscription charges of Lumata pack shall be Rs.45/18/5/2 respectively, with all fall-back pricings.
- Charges on roaming will be as per prevailing roaming rates for SMS services.

9. The Prizes are as under:

S.No	Prize	Descriptions	Total Gratification (Count)	Eligibility Points	Amount(Rs)	Total Gratification(Rs)
1	Mobile Talk-times (MRP recharge)	1/Daily	84	50	2,000	1,68,000
2	Pre-loaded gift card.	1/Weekly	12	500	5,000	60,000
3	Pre-loaded gift card.	1/Fortnightly	6	1000	9,000	54,000
4	Car (<700 CC)*	1/MONTH	3	5000	2,00,000	6,00,000
5	Car(<1300 CC)*	1/BUMPER	1	20000	6,00,000	6,00,000
Total			106			14,82,000

\*TDS , other taxes as per IT laws would be applicable.

## 10. Selection Methodology

Prizes other than daily prizes will be distributed at the end of the contest. Initially Bumper winner, then monthly winner, then fortnightly winner followed by weekly winner will be selected in the selection methodology.

The criteria for selection of winners shall be as follows:

- Daily Winner:** Daily Prize will be conducted for each day of the Contest during the contest duration. 1 MSISDN across all Circle-Groups as given below, with highest score during a Contest day subject to minimum score of 50(Fifty) points in that day will be declared as daily winner for that contest day and the contest for each day shall end on 00:00 AM. One MSISDN can win the Daily Prize only once in Contest Period. There will be gap of 10 days in daily recharge gratifications. Postpaid Subscribers winning daily prizes shall be awarded in the form of bill adjustment within 30 days post closure of the contest.
- Weekly prize category:** 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, Monthly prize Winners and Fortnightly Prize winners are selected. 1 (One) MSISDN across all Circle-Groups, in accordance with the classification of Circle-Groups\*, subject to minimum score of 500(Five hundred) points in that week will be selected as the Winner of a weekly prize 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. One Subscriber can win the Weekly Prize only once in the Contest Duration.

Weekly Schedule**		
Weeks	Start Date	End date
1	20-08-2015	26-08-2015
2	27-08-2015	02-09-2015
3	03-09-2015	09-09-2015
4	10-09-2015	16-09-2015
5	17-09-2015	23-09-2015
6	24-09-2015	30-09-2015
7	01-10-2015	07-10-2015
8	08-10-2015	14-10-2015
9	15-10-2015	21-10-2015
10	22-10-2015	28-10-2015
11	29-10-2015	04-11-2015
12	05-11-2015	11-11-2015

- Fortnightly Prize Category:** The selection for the Fortnightly Prize will be conducted only for such Fortnights as detailed in the Fortnightly Schedule\*\* given below. This selection shall be conducted only after the Contest ends and after the Bumper Prize and Monthly prize Winners are selected. After the completion of the Fortnightly Schedule\*\*, no further selections for the Fortnight Prize shall be conducted during the Contest Period. 1 (One) MSISDN across all Circle-Groups, in accordance with the classification of Circle-Groups\*, subject to minimum score of 1000(Thousand) points in the relevant fortnight has played the contest as per the Fortnightly Schedule \*\* below will be selected as the Winner of a fortnightly prize for such Fortnight. The selection for the Fortnightly Prize Winners shall be conducted in ascending order of the Fortnights, as detailed in the Fortnightly \*\* below. One Subscriber can win the Fortnightly Prize only once in the Contest Duration.

Fortnightly Schedule**		
Weeks	Start Date	End date
1	20-08-2015	02-09-2015
2	03-09-2015	16-09-2015

3	17-09-2015	30-09-2015
4	01-10-2015	14-10-2015
5	15-10-2015	28-10-2015
6	29-10-2015	11-11-2015

- Monthly prize category:** The selection for the Monthly Prize will be conducted only for such months as detailed in the Monthly Schedule\*\* given below. This selection shall be conducted only after the Contest ends and after the Bumper Prize Winner is selected. 1 (One) MSISDN across all Circle-Groups, with highest score during a Contest month; subject to minimum score of 5000 points and has played the contest as per the Monthly Schedule \*\* below will be selected as the Winner of monthly prize for such month. The selection for the Monthly Prize Winners shall be conducted in ascending order of the months, as detailed in the Monthly Schedule\*\* below. One Subscriber can win the Monthly Prize only once in the Contest Duration.

Monthly Schedule**		
Weeks	Start Date	End date
1	20-08-2015	16-09-2015
2	17-09-2015	14-10-2015
3	15-10-2015	11-11-2015

- Bumper Prize:** The selection for the Bumper Prize will be conducted after the Contest ends. 1 MSISDN scoring highest score during entire contest period and having scored more than 20000 points (across India) during contest period.

Bumper Schedule**		
Period	Start Date	End date
	20-08-2015	11-11-2015

\*List of Circle Groups:

Circle Name
ANDHRA-PRADESH
BIHAR
CHENNAI
DELHI
GUJARAT
HARYANA
HIMACHAL-PRADESH

KARNATAKA
KERALA
KOLKATA
UTTAR-PRADESH- EAST
MADHYA-PRADESH
MAHARASTRA
MUMBAI
ORISSA
PUNJAB
RAJASTHAN
TAMIL-NADU
UTTAR-PRADESH-WEST
WEST-BENGAL

In the selection of the Winners of the Bumper Prize, Monthly, fortnightly, Weekly or Daily Prize, in case of a tie if there are two or more Participants with the same score for the relevant Contest day or Contest week or Contest fortnightly or Contest Month or Contest Period; as the case may be, then the Participant who has made the relevant score first in point of time as per TTL records will be considered by TTL as the first winner for the specific prize. The other Participants who have scored the same points as first winner but in time longer than first winner, will be first considered for the balance prizes of the relevant Contest day or Contest week or Contest month or Contest Period; as the case may be, and then the Participants with second highest score or so on. The decision of TTL shall be final and binding on the Participants of the Contest. TTL shall not entertain any dispute in this respect.

11. Contestants can play any number of questions. There are no caps on number of question to be played and the score of each day shall be provided to the Contestant on a regular basis from time to time.
12. Neither TTL nor Lumata will be responsible for any loss, damage, claimed/demanded by the Participants due to any of the following reasons:-
  - a. Participant is unable to send the SMS for whatever reasons to the Contest short code;
  - b. Participant sends an SMS inadvertently or otherwise to a wrong SMS code;
  - c. Participant sends the SMS but with wrong text;
  - d. Participant is unable to understand the terms and conditions of the Contest;

- e. Participant is unable to understand the process of participation or is unable to participate in the Contest;
  - f. Participant is declared as a winner but is aged less than 18 years of age or is incompetent to enter into a contract;
  - g. Any other reason, event, error or incidence not within the control of TTL/Lumata but which is directly or indirectly against the spirit and/or purpose of the Contest which may be solely at the discretion of TTL. Apart from the entitlement to the above prize/s, the winner/s or their legal heirs will have no other rights or claims against Lumata or TTL.
13. After the selection and validation of the Winners of all the prizes under this Contest, the Winners will be contacted by Partner, by calling them for 3 consecutive days on the mobile 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. In the event the Winners do not answer the calls of Partner, an SMS will be sent by Partner 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**”).
14. Neither Partner nor TTL shall be liable for any reason whatsoever in the event the Winners respond or communicate in any other form, with any other numbers, other than the registered mobile number with TTL. 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 Partner under the respective categories under the Contest.. The Winners shall be required to provide their address to which the prizes may be sent by the Partner, failing which the prize shall be forfeited. 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 Partner 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 Partner and TTL reserves the right to forfeit the prize at its sole discretion.
15. 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 Partner or TTL for such transfer.
16. Invoicing of Gift Vouchers, Recharge Vouchers and 4 wheeler would be in name of the Partner sponsoring the prize. The gratification amount for 4-wheeler would be



limited to ex-show room prize. RTO charges, Insurance, Road taxes, etc charges would be borne by the Winner.

17. Any prize of value in excess of INR 10,000/- will be subject to deduction of Tax at Source ('TDS') under the provisions of existing Income Tax Act. Further, all the successful participants/highest scorer must furnish a valid Indian PAN Card copy to claim the prize(s) amount, or prize(s), failing which the successful participant/highest scorer's prize(s) shall be forfeited, or the prize(s) shall be rolled over to the next eligible participant/highest scorer(s), at the sole discretion of TTL. The successful participant/highest scorer shall also be liable to pay all the other taxes which are applicable under any statute or law.
18. It is further clarified that only one Bumper Prize can be claimed by a Subscriber across all contests, in all circles, organized by TTL between January 2015 to December 2015. The identity of such subscriber shall be validated by the PAN Card Number. TTL's decision regarding the winner of Bumper Prize for the said contests shall be final and binding.
19. All decisions of TTL and Partner 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.
20. 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 messages and calls regarding intimation of prize.
21. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by Partner. 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;

Partner 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. TTL and Lumata at their sole discretion can provide any other prize in kind as an alternative to the cash prizes referred above, provided the prize in kind is equivalent to the cash value as referred to above. Neither TTL nor Lumata will entertain any requests for exchange in lieu of the prize/s.
23. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
24. The decision of TTL as to the interpretation of any of these terms and conditions shall be final and binding on the Participants as well as on Lumata.
25. Partner and TTL reserves 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 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 not play 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.
26. The Participants shall indemnify TTL and Lumata, their officers, directors and affiliates against any claims including third party claims, disputes, actions, liabilities and damages that may arise as a result of act or omissions of the subscribers, on account of (i) Participant's breach of these T&C of this Contest, (ii) submission of incorrect personal information and /or (iii) Participant's failure to comply with applicable laws
27. 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 Partner , 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 Partner or TTL or any of their affiliates in any product or service made available on the Website.
28. The Subscribers shall not have the right to claim any damages, loss or costs from the Partner and/or TTL for delay in delivery of the prize(s) on any grounds whatsoever.

Partner 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. Partner are also not liable for any defect or deficiency in the prize(s) so offered or availed by the Subscribers under this Contest.

29. 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.
30. If any provision of these terms and conditions is found to be invalid by any Court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.
31. The prizes under this Contest can be redeemed only once. Prize are offered on 'NO EXCHANGE' and 'NO REFUND' basis. Partners 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 Partner. 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 Partner, unless otherwise expressly provided hereunder.
32. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Partner 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 Partner or TTL.
33. Any disputes with regard to the Contest, will be subject only to the jurisdiction of the courts in Mumbai.