

**Part –A Contest Name: Quizwin KUV100 Contest Season-12**

- **Campaign Period** - From **20<sup>th</sup> December, 2016** at 00:00:00 hours to **28th December, 2016** at 23:59:59 hours as per following table:

Date	Timing
20th Dec 2016	00:00:00 hrs till 23:59:59 hrs
21th Dec 2016	00:00:00 hrs till 23:59:59 hrs
22th Dec 2016	00:00:00 hrs till 23:59:59 hrs
23th Dec 2016	00:00:00 hrs till 23:59:59 hrs
24th Dec 2016	00:00:00 hrs till 23:59:59 hrs
25th Dec 2016	00:00:00 hrs till 23:59:59 hrs
26th Dec 2016	00:00:00 hrs till 23:59:59 hrs
27th Dec 2016	00:00:00 hrs till 23:59:59 hrs
28th Dec 2016	00:00:00 hrs till 23:59:59 hrs

- For the avoidance of any doubt, please note that the gratifications offered under this Campaign are solely sponsored and distributed by QUIZWIN for the Winner(s) (defined later) of this Campaign to be participated by the Paytm user.
- A Paytm user (participating in this Campaign shall be referred to as "Participant") by participating in the Campaign, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the winner as set out herein, and any appropriate changes that may be made to this Campaign by QUIZWIN, including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of QUIZWIN, its affiliates and associates or for any other reason whatsoever.
- For the purposes of these Terms and Conditions, wherever the context so requires **"You"** or **"Your"** shall mean any natural person who is a Participant.
- These Terms and Conditions are available on the website <http://www.quizwin.mobi/deal/tnc>. The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website periodically to keep yourself updated and informed.
- By participating in the Campaign, You indicate your acknowledgement and acceptance of these Terms and Conditions.

**1. Unconditional Approval/Acceptance:**

- The Participant is aware that answers submitted on the WAP portal/APP and sent by the Participant may not be received by QUIZWIN instantly due to various factors outside the control of QUIZWIN such as Network failure, system failure etc.
- The time at which the Participant answered through click on WAP portal from his/her handset will not be considered even if it is earlier. (Example – Participant sent answer at 14:00hrs but it was received by QUIZWIN only at 15:00hrs. QUIZWIN will consider the time as 15:00hrs only).
- The Participant undertakes not to dispute/challenge the delay caused in receiving the answer through WAP by QUIZWIN due to network failure, system failure, etc., which are beyond the control of QUIZWIN.

- Further, the Participants who participate and qualify the Campaign and are chosen as winner(s) under the Campaign in accordance with the winner selection process under the Terms and Conditions of this Campaign. The winner **must have a valid Paytm KYC verified account. If the Paytm account is not KYC verified, the winner must submit documents for KYC and get his/her account KYC verified.** The list of the winner(s) of the gratification will be published on the Website [www.quizwin.mobi/winners](http://www.quizwin.mobi/winners)
- He/she must be registered Paytm User through which they attempted to play the campaign and chosen as the Winner(s) under this campaign. The participant must have Paytm account on his/her own name through which they are buying packs/questions.

## 2. **Charging:**

To participate in/register for the Campaign, the Participants have to:

- Buy the questions to play the Campaign.
- Buy a Coupon from Paytm website/app/Wap portal for Rs. 10 and participant will initially get a pack of 3 questions, to play the contest.
- Post buying the coupon, a confirmation message will be sent to participant with contest link (URL).
- User will click on the URL (link), login with their Paytm id and first 3 questions will be served, which participant needs to answer.
- One coupon received/bought by participant is valid for one participant only. Coupon brought from Paytm during the Campaign Period shall be redeemed by participant during the campaign Period only and it shall not carry forward for any further campaign or offer run by QUIZWIN.
- To continue further with the contest, the participants have an option to buy more packs to score more. They can purchase more packs from <http://quizwin.mobi/P347166>. Customer would get "pack options" to select from and post giving consent on Paytm Payment page, participant shall be charged. Below are the various pack options for the participant:

Pack Price	No. of Questions
Rs. 1000	500
Rs. 500	225
Rs. 250	100
Rs. 100	35
Rs. 50	16
Rs. 10	3

- The charged amount will not be refunded to Participants under any circumstances.
- The participant will be granted questions according to the question pack as pasted above. The pack/question is available till the tenure of the campaign period, if there would be question which is left to be played and campaign period expires then the unplayed question will be forfeited by QUIZWIN and unplayed question and points which he/she has earned shall not carry forward to any other campaign organized by QUIZWIN in future.
- Participants shall be asked skill/knowledge based questions during the Campaign period.

- Participants must be active during the campaign period and will be informed by QUIZWIN from time to time about their engagement towards campaign through WAP/APP and/or SMS Channels.

**3. Point System:**

- For every right answer, participants will get 10 Points.
- There will be no negative marking.

**4. Packs Limit:**

Participants can buy as many packs as required. The number of questions that a user can play would depend upon the kind of pack(s) purchased. The questions may get repeated in different packs.

**5. Winner Selection Criteria**

**5.1 For Daily & Bumper Prize Winner:**

Winner(s) selection shall be done based on the following criteria in descending area of priority:

- Highest Score
- Minimum attempts
- In-case there is tie between users on above mentioned criteria, QUIZWIN reserves the right to make the participants who have tied, play 5 additional questions, and the participant whosoever scores highest in minimum attempts, shall be selected as a winner of this contest at discretion of QUIZWIN, and if in case a winner is still not selected, this process shall continue till a single undisputed winner is selected. Further, the winner will not challenge or dispute any decision taken by QUIZWIN for choosing a winner

**5.2 For Consolation prize winner:**

- Any Five (5) Participant who have answered atleast one question correct, shall be selected on random basis for the Consolation prize.

**6. PRIZES:**

**A. Daily Prize -**

Highest scorers (Participant scored maximum points in the day in minimum attempts) of the day as per the criteria explained in clause 5 shall be winner of the day and shall win prize as per the below table:

<b><u>Criteria</u></b>	<b><u>Prize</u></b>
<b>Highest scorer of the Day</b>	<b>Rs.15, 000</b> (Rupees Fifteen Thousand Only) vide Cheque/DD at sole discretion of Paytm.

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Same participant cannot win the daily prize more than one in the season.

**B. Bumper Prize -**

Highest scorer during the campaign period, as per the Winner Selection Criteria mentioned in clause 5, shall win as following:-

<u>Criteria</u>	<u>Prize</u>
<b>Highest scorer of the Campaign Period</b>	<b>Mahindra KUV100 – K2 Petrol (6 Seater)</b>

**C. Consolation Prize –**

Any 5 participants daily shall be selected on random basis will win Rs. 1000 (Rupees One Thousand Only) Paytm Cash.

**\*Disclaimer:** Paytm cash is a semi closed payment instrument and may be used for the purchase of third party products or may be transferred to the person’s bank account.

**\*Disclaimer:** The residents of the state of Tamil Nadu (as per Tamil Nadu Prize Scheme (Prohibition) Act 1979) and wherever else prohibited by Law, shall not be entitled to participate in this contest as applicable.

The selection of all the winner(s) shall take place within 48 working hours & the gratification shall be distributed thereafter.

**WINNER SELECTION AND ANNOUNCEMENT:**

- The participant would be selected as winner by QUIZWIN. Post selection of winner(s), the results will be published on mentioned link [www.quizwin.mobi/winners](http://www.quizwin.mobi/winners)

- QUIZWIN shall also make three (3) attempts within 48 working hours after completion of campaign period to contact the winner on their registered Mobile Number (with Paytm) to inform about the gratification and further process of claiming the gratification.
- The gratification will be forfeited and the winner agrees to surrender the gratification if:
  - ❖ The winner does not get contacted within 48 working hours
  - ❖ The winner does not claim the gratification and/or fails to submit all necessary documents within 1 working day of being contacted by QUIZWIN.
- In case of weekends, the winners will be contacted the next working day(s).
- All decisions by QUIZWIN regarding the selection of winner(s) shall be final and binding.
- The gratification under this campaign is neither assignable nor transferable under any circumstance, unless specifically provided hereunder.
- The gratification to winner shall be given subject to compliance with all applicable statutory legislations including RBI guidelines in respect of prepaid payment instrument, processes and formalities (including KYC formalities as may be applicable) in connection with the gratification and on production of all such documents/papers as may be applicable and required by QUIZWIN.
- Any failure on Participant/Winner part to comply with directions issued by QUIZWIN for claiming the gratification shall entitle QUIZWIN to forfeit the gratification.
- **Eligibility for claiming the prize:** To be eligible to claim the gratification/s under the Campaign, the winner **must have a valid Paytm KYC verified account (as per RBI guidelines). If the Paytm account is not KYC verified, the winner must submit documents for KYC and get his/her account KYC verified before claiming the prize.**
- If the same person plays the challenge from multiple Paytm accounts, he /she **will be awarded only one** gratification and Paytm wallet through which he/she get registered themselves to play this Campaign, the same Paytm wallet shall be considered and used by Paytm to gratify the winner. Further winner shall not raise any dispute against the decision of Paytm in this regard
- All gratification must be claimed by the winner(s), along with the documents (if applicable) specified herein below within the 48 hours by the Organizers. The documents required to be submitted along with the claim by the Winner(s) include the following (the document list\* is only inclusive and not exhaustive and can change as per the requirements of law):
  - a) Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc)
  - b) Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc. mandatory)
  - c) One passport size photo (compulsory)
  - d) Postpaid bill (for postpaid user) (additional document)
  - e) PAN card copy self-attested
  - f) Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.

\*(the document list is only inclusive and not exhaustive and can change as per the requirements of Law or Organizers). If the winner fails to comply with the herein set requirements his right to win the prize shall be forfeited. Once the winner's documents

have been received and confirmed the result will be published on <http://quizwin.mobi/winners>

- Post completing documentation process, the Winner will be informed (through tele-calling) regarding the modalities of the prize and distribution thereof. Delivery of prize will be subject to the Winners giving the correct address and his/her availability there. In the event the prize cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of QUIZWIN, the Winners shall collect them from the nearest place specified by QUIZWIN.
  - QUIZWIN does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the participants.
- 7.** The gratifications offered in this Campaign will be sponsored and distributed by QUIZWIN.
  - 8.** Any gratifications to a person/participant of value in excess of INR 9999 daily, will be subject to deduction of taxes. QUIZWIN shall in advance deduct TDS amount which is 30% of gratification/prize amount as per applicable Income tax rules. In case the prize is delivered/ given to the winner, then the winner shall pay TDS by Demand Draft (DD) equal to the TDS amount in advance in favor of One97 Communications Ltd.
  - 9.** Without prejudice to the foregoing Clause, any failure on the part of the winner(s) under this Campaign to comply with directions issued by QUIZWIN shall entitle QUIZWIN, at its own discretion, to cancel and forfeit the gratification for the said winner(s). The gratification shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("PAN") of the winner(s).
  - 10.** QUIZWIN shall procure the bumper prize from the dealer nearest to the winner's residential address. Cash vide cheque/DD will be provided only if the product is unavailable at sole discretion QUIZWIN.
  - 11.** QUIZWIN shall deliver the Cheque/DD to the daily winners at their residential address.
  - 12.** QUIZWIN shall not be responsible for any delay on part of a third party including the courier agency, in delivering the gratification (if applicable). All costs and expenses for collecting the gratification unless otherwise specified shall be borne solely by the winner(s) under this Campaign and the gratification shall not be transferable and no request shall be entertained by QUIZWIN for such transfer.
  - 13.** Without prejudice to the foregoing, under no circumstance shall the winner(s) of the Campaign be entitled to redeem any category of gratification for cash, unless expressly mentioned herein. QUIZWIN, at its sole discretion, may or may not provide a cash alternative to any of the gratification being offered in this Campaign.
  - 14.** This Campaign is skill based and is being made purely on a "best effort" basis and participation of eligible Participants is voluntary, and subject to the applicable terms and conditions.
  - 15.** By entering the Campaign, 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 this Campaign from QUIZWIN, as they may in their sole and absolute discretion decide.

16. Participants may contact QUIZWIN at care@quizwin.mobi regarding any queries/complaints pertaining to the Campaign between 9.30 AM to 6.30 PM, on working days from Monday to Friday. All disputes must be addressed by the Participants in writing to QUIZWIN. Further, any information that the Participant may request in connection with the Campaign, may be provided by QUIZWIN to the Participant, at the sole and absolute discretion of QUIZWIN, depending on the nature of the information requested, and any such information may be provided only during the period of Campaign. No such request shall be entertained thereafter. QUIZWIN further clarifies that any information requested by any Participant shall only concern that Participant and under no circumstances will QUIZWIN provide confidential information or information pertaining to other Participant(s).

### **Part-B Terms & Conditions:**

1. The participation in the Contest is open only for the Contest Period for the Indian citizens of 18 years of age. Employees of Paytm (including their family members) and of their group companies, affiliate or associate companies, shall not be eligible for any of the gratifications under this Contest. Further, to participate in contest the participant needs to have registered Paytm account.
2. The residents of any state within territory of India, wherever prohibited by Law shall not be entitled to participate in this contest as applicable.
3. By participating in this Contest, participants have given us the right to use your name, photograph and other personal details for the purpose of this campaign including announcing your name as eligible participant on social media, Paytm platform, or in public domain.
4. By participating in the Contest, participants consent to the following information available on Paytm platform and their concerned vendors and/or published or otherwise communicated to in any media that QUIZWIN may deem fit, for the purpose of winner's announcement: name, mobile phone number, score and/or photograph. QUIZWIN may, at their discretion, choose not to disclose the identity of the selected winner(s) to other participants unless expressly mentioned herein. The participants also consent to the information being shared by Paytm with its affiliates and service providers and to the information being processed and stored in the servers of Paytm or its service providers, inside or outside India.
5. Participants acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP/APP, Website and all material or content related to the Contest shall remain, at all times, owned by Paytm/QUIZWIN and/or their respective owners. All material and content contained is made available for participant's personal and non commercial use only. Any other use of the material/ content on the platform and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
6. **Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED including, but not limited to, meeting of the participant's requirements or aspirations,**

**timeliness, security, the results or reliability of the Contest, delay in sending or receiving the SMS for participating in the Contest, delay in time taken or recorded for answering a question under the tie-breaker process, or 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 participant expressly agree that his/her participation in the Contest is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind.**

7. The gratification(s) under this Contest are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the gratifications shall be subject to such other T&C as may be applicable to specific gratification and shall have to be duly complied with by the winner(s).
8. The gratification(s) to the winner(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents/papers as may be required by QUIZWIN before accepting the delivery of the gratification. Any failure on the part of the winner(s) to comply with directions issued by QUIZWIN for claim of gratification shall entitle QUIZWIN to forfeit the gratification(s) or roll the gratification over to the next eligible winner(s), at their sole discretion.
9. Any participant providing any incorrect information or concealing/withholding any information from QUIZWIN with intent to participate and/or be chosen as the winner(s) of the Contest will automatically be disqualified from participating in it and being chosen as the winner(s) of the different categories of gratification. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Operator number, domicile etc, by the participant or dispute with the platform, shall entitle QUIZWIN to disqualify him/her without any further intimation.
10. The participants shall indemnify and keep indemnified Paytm 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 Paytm may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the representations or obligations of the Participants under the T&C hereunder, any failure by the participants to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Paytm shall have the right to defend themselves, pursuant to this Clause, at the cost of the participants. Paytm 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(s) or any third party, in connection with the Contest. It is expressly provided that transaction shall between Participant & QUIZWIN only.
11. All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the winner(s), including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government. The participant/s who have won the gratifications have to make their own arrangements for travel,



accommodation to claim the gratification (if applicable); QUIZWIN shall not be responsible for the same or any cost of travel and accommodation incurred by any of them.

12. The participants and Winner(s) hereby irrevocably authorize QUIZWIN and its owners, affiliates, subsidiaries, associates to use the data gathered during and/or after the Contest in respect of the Participant (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the contest, participant/s confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future contests from QUIZWIN.
13. This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of QUIZWIN ("**Force Majeure Event**"). QUIZWIN shall not be liable for any delay or adverse effect caused to this Contest there under as a result of a Force Majeure Event. QUIZWIN shall intimate the suspension of Contest caused as a result of such Force Majeure Event to the participants within reasonable time.
14. QUIZWIN reserves all the rights to offer any amount/voucher/any other prize equivalent to the cost of the prize.
15. This Contest is subject to guidelines/ directions issued by any applicable competent authority from time to time.
16. Questions and their answers, designed/sourced by QUIZWIN, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, the decision by QUIZWIN shall be final and neither QUIZWIN nor any third party shall have any liability towards any participant. No questions whatsoever in this regard will be entertained.
17. QUIZWIN shall not be responsible for any claims arising out of technical failures before, during the Contest or after the completion including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Contest, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the participant.
18. QUIZWIN reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the T&C and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the participant.
19. Failure by QUIZWIN to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, QUIZWIN may assign any of its rights within the Contest to any party without prior intimation to participants.
20. QUIZWIN does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the participants.

21. QUIZWIN neither guarantee or warranty the quality of the goods being offered as Prize nor is liable/ responsible for any defect in the goods so obtained/availed, by the winners under this Contest. QUIZWIN shall also not be liable for any defect in the Prize so offered to the Winner under this Contest. The winner further understands that the goods provided as prize will carry manufacturer's guarantee and in case of any deficiency in the goods, participant will contact the manufacturer only.
22. Bumper & Daily highest score cash prize as explained in **Clause 6 A&B of Part-A** winners shall be given prize vide Cheque / Demand Draft only on sole discretion of QUIZWIN.
23. The winners understand and agree that QUIZWIN, its owners and affiliates, 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 Winner and/or any third party, directly or indirectly, by use or non-use of the Prize.
24. Apart from the entitlement to the Prize, the winners or their legal heirs/ successors/ representative will have no other rights or claims against QUIZWIN, its owners and affiliates,. Maximum aggregate liability of QUIZWIN shall not exceed value of the concerned prize in case of any dispute, in pursuance to the terms and conditions herein.
25. The winner(s) understand and agree that acceptance of the Prize by them, constitutes grant of permission to the facilitators to click photographs of the winner and use the winner's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and trade without any additional compensation whatsoever to the winners. The participant/winner hereby provides his/ her irrevocable consent for sharing /submission of his/her personal information to QUIZWIN, and subsequent use by QUIZWIN of such information for lawful purposes as per its discretion.
26. Post winner(s) declaration and completion of their announcement and further process as the case may be if QUIZWIN finds that the declared winner(s) are wrong then QUIZWIN reserves the right to declare the correct winner(s) again and cancel the gratification of winner(s) declared earlier.
27. The Contest is open to all Indian citizens of 18 years of age or above.
28. Any dispute arising out of this offer and terms & conditions of this campaign shall first be attempted to be resolved amicably through negotiations. In the event, amicable settlement fails, the dispute shall be referred to Mediation. The venue of Mediation shall be at Delhi.
29. These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Delhi.