

TERMS AND CONDITIONS FOR BE A LAKHPATI OR BAN JAO LAKHPATI CONTEST

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**BE A LAKHPATI OR BAN JAO LAKHPATI CONTEST**” or “the CONTEST”. BY PROCEEDING WITH PLAYING THE **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 **CONTEST**.

Terms and Conditions

1. **BE A LAKHPATI OR BAN JAO LAKHPATI CONTEST** (hereinafter referred to as the “**Contest**”) is conceptualized and organized by Tata Teleservices Limited, a company incorporated under the Companies Act, 1956 and 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, a company incorporated under the Companies Act, 1956 and having its registered office at Voltas Premises, T.B.Kadam Marg, Chinchpokli, Mumbai - 400 033 (collectively referred herein as “**TTL**” or “operator”). This Contest is open for participation for the active¹ pre-paid and post-paid category of Subscribers² (“**Subscriber(s)**”) of TTL, during the period from 28th October, 2015 00:00:01 hrs to 26th December 2015 23:59:59 hrs, both days inclusive (hereinafter referred to as the “**Contest Duration**”).
2. This Contest is organized by TTL and sponsored by **OnMobile Global Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (“**OnMobile**” or “**Partner**”). TTL and Partner reserves the right to extend or shorten the Contest Duration as it deems fit.
3. The Subscribers 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, subject to these Terms and Conditions.
4. The Contest is open for all active subscribers of TTL telecom circles (“**Circle(s)**”) of DELHI, RAJASTHAN, MUMBAI, MAHARASHTRA, KARNATAKA, KERALA, MADHYA PRADESH,

¹An 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 Partners and TTL, jointly.

²Subscriber 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 the operator. 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.

GUJARAT, ANDHRA PRADESH, TAMIL-NADU & CHENNAI, UTTAR-PRADESH EAST, UTTAR-PRADESH WEST, PUNJAB, HARYANA, HIMACHAL PRADESH, BIHAR, ORISSA, KOLKATA , REST OF BENGAL and who have successfully subscribed to the Contest by following the process mentioned hereunder. 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.

5 (1) Eligibility:

- Subscriber must be of or above 18 years of age;
- Subscriber must be a resident of India;
- Subscriber must belong to any one of the Circles mentioned in these Terms and conditions;
- 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 Duration and on the date of Winner selection and distribution of prizes under this Contest unless otherwise expressly authorized in writing by TTL.
- Subscribers must maintain a minimum balance of Rs.3/- on each day of the Contest to play the Contest on that day.

The Contest will be available in English, Hindi, Tamil, Telugu, Malayalam and Kannada languages on Interactive Voice Response (“IVR”) and in English and Hindi on Short Message Service (“SMS”). The contest shall be called BE A LAKHPATI Contest in English and in Hindi it will be called BAN JAO LAKHPATI Contest. It might be possible that user gets only 1 language option on IVR basis circle preferred language as decided by operator.

6. 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 (**Selection Methodology**) 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, its affiliates and associates or for any reason whatsoever.

7 The participation in this contest is purely voluntary.

8 The Subscribers may subscribe to this Contest by calling the toll-free number 543218 or sending an SMS to the toll-free number 543218 with the words “START” or “WIN” or any other keyword except STOP,SCORE,PRI,RUL,TNC. It is clarified that any other keyword can

be any random word input send by the Participant other than STOP,SCORE,PRI,RUL,TNC and this will in turn initiate the question for him/her.

(9) It is also clarified that a Subscriber may participate in this Contest only through IVR and SMS. Each Subscriber shall be charged Rs 3/- per answer, during the Contest Duration.

If the charging is unsuccessful, a 'not charged' prompt shall be played to the Subscriber and the call will be dropped. The answer given by the Subscriber for such uncharged question shall not be considered for the purposes of this Contest and such question will remain as an unanswered question, which may be played to the Subscriber again, during the Contest Duration.

In case of Low balance, a low balance prompt will be played and the call will be dropped. If a Subscriber wants to unsubscribe from the Contest then it can be done by sending STOP as an SMS to 543218 (toll-free) . Upon effective un-subscription, an SMS will be sent to the Subscriber, confirming the un-subscription from the Contest.

10. Contest on Voice

The Contest consists of a total of 700 questions, with 2 answer options for each question and the Subscribers can answer the questions by pressing 1 or 2 on their mobile phone keypad. All questions are in multiple choice format and the answer to each must be selected from one of the two options only.

The Subscribers may answer any number of questions on a particular day at their discretion. The Subscribers will be played the questions one after the other till he/she finishes answering all the questions of the Contest.

The questions under the Contest shall be based on general information available to public at large.

For all Subscribers who participate in the Contest for the first time by dialing 543218, a Subscriber will be able to hear the information informing them about the gratifications offered under the Contest, the charges per answer and the Terms and Conditions. This will be followed by the 1st question and answer options.

To listen to a question again the Subscriber can press *. There will be no negative marking for a wrong answer.

For every right answer the Subscriber will be entitled to one point. After every answer, the Subscriber will be played an appropriate response followed by the updated score and given the next question.

If the Subscriber stops playing the Contest after answering the nth question then when he/she calls back on the toll free number 543218, he/she will be played the (n+1)th question. If the Subscriber stops playing the Contest without answering the nth question, then when he/she calls back on the toll free number 543218, he/she will be played the nth question, which may be different from what he/she received previously, i.e., if the Subscriber listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back, he/she will be played the 4th question, which question maybe different from what he/she received previously.

11. Contest on SMS

The Contest consists of a total of 700 questions, with 2 answer options each and the Subscribers can answer the questions by sending A or B or 1 or 2 on their mobile phone keypad. The Subscribers may answer any number of questions on a particular day at their discretion. The Subscribers will receive the questions one after the other till he/she finishes answering all the questions of the Contest.

The questions under the Contest shall be based on general information available to public at large.

For all Subscribers who participate in the Contest for the first time by sending the keyword WIN or START as an SMS to 543218, a welcome SMS will be sent to the Subscriber, informing them about the gratifications offered under the Contest, the charges per answer and the Terms and Conditions URL. This will be followed by the 1st question and answer options.

For every right answer the Subscriber will be entitled to one point. After every answer, the Subscriber will be sent an appropriate response, with the updated score and given the next question and answer options. There will be no negative marking for a wrong answer.

If the Subscriber stops playing the Contest, then he/she may resume playing the Contest by calling the toll free number 543218 or sending WIN or START or any other keyword except STOP, SCORE ,PRI ,RUL, TNC as an SMS to 543218 during Contest Duration, to receive the next question and answer options.

If the Subscriber stops playing the Contest after answering the nth question then when he/she calls back or sends WIN or START or any other keyword except STOP,SCORE,PRI,RUL,TNC as an SMS on the toll free number 543218, he/she will be played the (n+1)th question. If the Subscriber stops playing the Contest without answering the nth question, then when he/she calls back or sends WIN or START or any other keyword except STOP, SCORE, PRI, RUL, TNC as an SMS on the toll free number 543218, he/she will be

played the nth question, which may be different from what he/she received previously, i.e., if the Subscriber listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back, he/she will be played the 4th question, which question maybe different from what he/she received previously.

12. Gratification Grid

Prize Model	No. of MSISDNs	Points	Questions	Product	Selection	Value (Rs)	Qty	Total Budget (Rs)
Assured prize	All MSISDNs	Not Applicable	2	Rs.200 off on any purchase on fabfurnish	NA	0.00	24000	0
Daily Bumper prize	1 MSISDN per zone group	10	NA	Mobile recharge worth Rs.100	per Zone group	100.00	120	12000
1st Level prize	3 MSISDNs per circle group	20	NA	Titan / Fast track Watch	per circle group	1050.00	30	45000
2nd Level prize	3 MSISDNs per circle group	50	NA	Mobile Phone	per circle group	4500.00	30	135000
Bumper prize	1 MSISDNs across circles	100	NA	Fridge / TV / Washing Machine	across circle groups	20000.00	1	20000
Super Bumper prize	1 MSISDN across circles	700	NA	Bank Gift Card	across circle groups	100000.00	1	100000
Diwali special prize	3 MSISDNs per circle group	15	NA	Greeting card, candle and gold voucher worth Rs.1000	per circle group	1200.00	30	36000
Total							24212	348000

13. TTL shall display the name of the winners of only super bumper and bumper prize category on their website. It is clarified that TTL shall display the name of the winners in such manner so as to prevent the complete disclosure of the winner's identity. It will be displayed for a period of one week within 30 days from the date the contest ends. Customer has to check the websites on regular basis.

14. Selection Methodology

Super Bumper Prize: The selection for the Super Bumper Prize Winner will be conducted after the contest ends. One MSISDN across all circle groups given below, with the highest score, during the Contest Duration will be selected as the Winner of a Bank Gift Card worth up to Rs 1,00,000/- (Rupees One Lakhs only). The Winner shall be entitled to win the Super Bumper Prize only once during the Contest.

Bumper Prize: The selection for the Bumper Prize Winner will be conducted after the contest ends and after the winner selection of Super Bumper Prize is done. One MSISDN across all circle groups given below, with the minimum cumulative score of 100 points, during the Contest Duration will be selected as the Winner of Fridge / TV / Washing Machine worth up to Rs 20,000/- (Rupees Twenty Thousand only). The Winner shall be entitled to win the Bumper Prize only once during the Contest Duration. Winner of Super Bumper prize will not be eligible for Bumper prize.

2nd Level Prize: The selection for the 2nd Level Prize will be conducted after the contest ends and after the winner selection of super bumper and bumper prize is done. Three MSISDNs per Circle-Group*, in accordance with the classification of Circle/Zone-Groups*, with the minimum cumulative score of 50 points, during the contest, below will be selected as the Winner of a Mobile Phone worth up to Rs.4500 (Rupees Four Thousand Five Hundred only). One Subscriber can win the 2nd Level Prize only once in the Contest Duration. Winners of Super bumper prize and bumper prize will not be eligible for 2nd level prize.

1st Level Prize: The selection for the 1st Level Prize will be conducted after the contest ends and after the winner selection of super bumper, bumper prize and 2nd level prize is done. Three MSISDNs per Circle-Group*, in accordance with the classification of Circle/Zone-Groups*, with the minimum cumulative score of 20 points, during the contest, below will be selected as the Winner of a Titan/Fast Track Watch worth up to Rs.1050 (Rupees One thousand and Fifty only). One Subscriber can win the 1st Level Prize only once in the Contest Duration. Winners of Super bumper prize, bumper prize and 2nd level prize will not be eligible for 1st level prize.

In the selection of the Super Bumper, Bumper, 2nd level and 1st level winners, in case of a tie in the score, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. Winner of tie-breaker round will be the MSISDN with highest score in least amount of time. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.

Diwali Special Prize: The selection for the Diwali Special Prize will be conducted for the special day (that is for the duration of 28th October to 2nd November,) of the Contest. 3 MSISDNs per Circle Group, as per the schedule of Circle/Zone- Groups* given below, with the minimum cumulative score of 15 points, in the least amount of time, for the duration of 28th October to 2nd November,2015, will be selected as the Winner of Greeting card, Candle and Gold voucher worth Rs.1200 (Rupees One Thousand and Two Hundred only). One MSISDN can win the Diwali Special Prize only once in Contest Duration. The winner is entitled to use the gold voucher subject to applicable terms and conditions. Winners of Diwali special prize will not be eligible for daily bumper prize.

Daily Bumper Prize: The selection for the Daily Bumper Prize for the period of 28th Oct'15 to 2nd Nov'15 will be done after selection of Diwali Special Prize. Winner selection of rest of the Daily Bumper Prizes will be done after 5 working days. 1 MSISDN per Zone Group, as per the schedule of Circle/Zone- Groups* given below, with the minimum cumulative score of 10 points, till that day, in the least amount of time, will be selected as the Winner of Daily Recharge³ of Rs 100/- (Rupees One Hundred only) for such day. One MSISDN can win the Daily Bumper Prize only once in Contest Duration.

Assured Prize: The selection for this prize will be instantaneously done by system. All MSISDNs across all circle groups*, who have answered two questions in the contest will be selected as the winning MSISDN and will be eligible for assured gratification of a discount coupon worth Rs. 200/- (Rupees Two Hundred only) on any purchase on Shopclues. The Winner will be entitled to use the discount coupon code , subject to the terms and conditions applicable to such discount coupon code.

The time taken for answering a question through the “Voice” mode or SMS on a day, is calculated from the time OnMobile’s system receives the 1st answer from an MSISDN till the time OnMobile’s system receives the respective last correct answers from that MSISDN on that day, for the purposes of determining the relevant prizes under this Competition, respectively. The total time taken by an MSISDN to provide the correct answers in a day, whether on Voice or SMS is used to determine the Winners for the afore-mentioned prizes.

15. In case of a tie in the selection of the Diwali Special or Daily Bumper Prize, the Winner will be the MSISDN that has achieved the relevant score, as detailed above, first in point of time. Subscribers hereby agree and confirm that he/she is aware that an SMS sent by the Subscriber may not be received by the Partner instantly due to various factors

³ Recharge is the amount that will be given to the Winners as talk-time, based on the available denominations or offers in the respective Zone-Group or State. In case in any of the Zone-Groups, the talk-time recharge value or denomination offered in the Contest is not available, the Winners will be provided with the nearest value or denomination available for talk-time, data or SMS recharge which could be equal to or closest to the recharge value or denomination offered. All taxes and charges including but not limited to State tax, cess, operator charges etc. on such recharge will be applicable and will be borne by the Winner. It is clarified that Winners who are post-paid Subscribers of TTL will receive the Recharge amount by way of credit of the Recharge amount in their respective winning MSISDN’s.

outside the control of the Partner such as Network failure or System failure and hereby agrees not to dispute/challenge the delay caused. The time for recording of answer shall be the time at which the Partner receives the answer and not the time at which the Subscriber sends an answer from his/her handset. For example – If a subscriber sends an answer at 2 PM but it was received by Partner only at 3 PM, then 3 PM will be considered for Winner Selection. The Subscriber undertakes not to challenge the selection process of winner(s) in case of tie in the number of points scored, since the time at which the SMS was received by Partner will be considered for selecting the winner. Participants hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Challenge to know the winner and to claim their gratification, if any.

List of Circle/Zone Groups*:

Circle groups for winner selection	Zone
Delhi & Rajasthan	Zone 1
Mumbai & Maharashtra	Zone 1
Karnataka & Kerala	Zone 1
Madhya Pradesh	Zone 1
Gujarat	Zone 1
Andhra-Pradesh	Zone 2
Tamil-Nadu	Zone 2
Uttar-Pradesh East & Uttar-Pradesh West	Zone 2
Punjab, Haryana & Himachal Pradesh	Zone 2
Bihar & Orissa & Kolkata & Rest of Bengal	Zone 2

16. The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Contest will be the sole discretion of OnMobile and shall be witnessed by an independent third party auditor (“**Independent Auditor**”) appointed by OnMobile who shall, after the selection of the Winners, certify such process. TTL shall be responsible for validation of the Subscribers details.

17. After the selection and validation of the Winners of all the prizes under this Contest, the Winners will be contacted by OnMobile, by calling them for 3 consecutive days on the 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. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-67186344 or +91-80-49292425. In the event the Winners do not answer the calls of OnMobile, an SMS will be sent to the MSISDN of the Winners, from the number 543218 intimating them regarding their winnings and providing them the details as to how, when and where they

can collect their respective prizes (“**Intimation**”). For the avoidance of doubt, Intimation shall be date on which the respective Winners are contacted by OnMobile regarding their winnings under the Contest, either by way of voice calls or SMS detailed above.

18. OnMobile shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any numbers, other than as detailed hereinabove. 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 OnMobile under the respective categories under the Contest. The prizes offered under the Contest may be given to the Winners during a special event, the venue, date and time of which shall be announced by the OnMobile, at its sole discretion, subsequent to completion of the Contest. In the event no special event is being conducted by OnMobile, the Winners shall be required to provide their address to which the prizes may be sent by the OnMobile, 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 OnMobile 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, OnMobile and TTL reserves the right to forfeit the prize at its sole discretion.

19. 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 OnMobile or TTL for such transfer. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of OnMobile, the Winners shall collect them from the place specified by OnMobile.

20. All prizes will be given after deducting various taxes, license fees and charges as applicable.

21. By entering the Contest, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages including without limitation daily updates of Your score and such other updates of the current Contest, promotional updates on the current Contest or/and any such contest/s as may be active for participation during the Contest Period. Also, the Subscribers may receive promotional updates from and at the sole discretion of the Partner, of the upcoming contest/s for 20 days from the date of commencement of such upcoming contests. Subscribers may send STOP as an SMS to 543218 to stop receiving such updates. The process could take up to 48 hours to get activated and the Subscriber undertakes not to dispute/challenge any promotional update send by the Partner during this period.

22. Subscriber may directly contact OnMobile at 080-49292444 (toll-number) regarding any queries or complaints pertaining to the Contest between 9.30 AM and 6.30 PM on all working days from Monday to Friday. Alternatively, the Subscribers may send an email to contest@onmobile.com which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Subscriber in writing to OnMobile directly, and TTL shall not entertain any communication in this regard.

23. The gold voucher which may be given to the Winner(s) as a prize shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted at Source ("TDS") @ 30.99% or as applicable from time to time and applicable Value Added Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold received.

24. The purity of the gold being offered as prize in this Contest will be of 22 carat certified gold. The Winners may use the gold vouchers being given in this Contest to purchase gold only up to the value specified in the respective gold vouchers, irrespective of the rate of conversion of gold at the time of such purchase.

25. The Terms and Conditions for the Contest is also available on the Website www.tatadocomo.com and tataindicom.com. The Terms and Conditions of the Contest can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep yourself updated and informed.

26. The prize/s of the Contest will be given only to the winner/s in whose name the mobile phone number is registered. The winner needs to be the TTL active subscriber at the time of receipt of prize/s and winner should have cleared all the outstanding dues of TTL. To redeem the prize, the winner should declare his name & address and provide proof of identity and other supporting documents as may be required by TTL.

(27) The prize/s shall be subject to the laws of India, including all the tax laws. All applicable regulatory and statutory duties, cess, surcharges, taxes (including TDS), insurances, transfer fees, registration fees etc. that may be applicable to avail/use the prize/s will be borne by the Winner. 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 Subscriber, at the sole discretion of OnMobile.

28. This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of a similar nature.

29. Questions and their answers are designed/ sourced by OnMobile, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. The facts are based on largely known facts and any exceptions are not considered. In the event of any discrepancy / dispute regarding the questions or answers, neither OnMobile nor TTL nor any third party involved shall be liable towards any Subscriber in any manner.

30. Neither TTL nor Partners will be responsible for any loss, damage, claims/demands by the Subscribers during or after completion of the Contest including without limitation due to any of the following reasons:-

- Subscriber is unable to understand the Terms and Conditions of the Contest;
- Any other reason, event, error or incidence not within the control of TTL and/ or Partner;
- failure of servers or telephone lines or the failure to provide the correct Contest score updates;
- any errors arising from or in connection with network failure, network congestion, network unavailability or any such technical issues including those arising out of technical snags or resultant inability of the listener.

31. 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 including 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 discontinue the subscription to the Contest. Your continued subscription to Contest and/ or participation in the Contest will constitute Your acceptance of the latest revised Terms and Conditions.

32. TTL and/or OnMobile shall not be liable for any delay, failure to comply with its obligations contained herein or adverse effect caused to this Contest, including without limitation those caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riots, civil commotion, terrorist attack, inevitable accidents, acts of god, technical snags, or any other circumstances beyond the reasonable control of TTL and/or OnMobile ("Force Majeure").

33. The Subscribers shall indemnify and keep indemnified TTL and OnMobile and their officers, directors, employees, customers, 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 TTL and OnMobile may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers under these Terms and Conditions, any failure by the Subscriber participating in this Contest to comply with applicable law and any third party claim in respect of misuse of any information of a third party. TTL and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscriber.

34. The Contest is neither open for employees, distributors, franchisees, agents and suppliers of TTL and Partner nor for the relatives of such employees, distributors, franchisees, agents, vendors and suppliers of TTL and Partner.

35. All prizes offered in this Contest are subject to availability. OnMobile reserves the right to provide alternate models or brands of the same value, for any of the prizes or issue a Bank Gift Card⁴ for the value of the prize won under the Contest, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Card.

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.

36. The prizes under this Contest can be redeemed only once. Prize are offered on 'NO EXCHANGE' and 'NO REFUND' basis. Neither the Partner, TTL nor any third party will entertain any 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.

⁴ A Bank Gift Card acts as a pre-filled card, in which the Winner's prize amount, less TDS if applicable, is available and is given to the Winners at the sole discretion of the Partner. This Bank Gift Card can be used / swiped as a debit card in all outlets where Bank Gift Cards are accepted. The Bank Gift Card shall be valid for a minimum period of 6 (six) months from the date of its issue to the Winners. The applicable terms and conditions for such Bank Vouchers shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by the Partner, at its sole discretion, to any of the category of prizes.

37. 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. Any disputes with regard to the Contest, will be subject only to the jurisdiction of the courts in Delhi.