

TERMS & CONDITIONS OF THE OFFER

PLEASE READ THESE TERMS AND CONDITIONS (T&C) CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS "CRICKET PROMOTIONAL-----" OFFER (HEREINAFTER REFERRED TO AS "Offer"). BY PROCEEDING WITH YOUR REGISTRATION AND PARTICIPATION IN THIS OFFER, YOU HEREBY ACKNOWLEDGE AND ACCEPT THE OFFER AND THEREBY AGREE TO BE LEGALLY BOUND BY THESE T&C MENTIONED HEREUNDER. IF YOU DO NOT AGREE TO ABIDE BY THESE T&C, PLEASE DO NOT PARTICIPATE IN THIS OFFER.

The Offer is sponsored, organized and administered by **OnMobile Global Limited** - a company having its registered office at Tower 1,94/1C & 92/2 Veerasandra Attible Hobli, Anekal, Electronic City, Phase – I Bangalore – 5600100, Karnataka in association with **Idea Cellular Limited**, a company having its registered office at Suman Tower, Plot No. 18, Sector – 11, Gandhinagar – 382 011 and Corporate Office at 5th Floor, Windsor, Off CST Road, Kalina, Santacruz (E), Mumbai-400098 (herein after referred to as "Idea").

Also, by participating in this Offer, you:

- Warrant that you have read understood and agreed to confirm to these Terms and Conditions.
- Warrant the accuracy, truthfulness and currency of all information that you have submitted.

These Terms and Conditions are available on the website at the following address <http://www.ideacellular.com/wps/wcm/connect/idea/promotions>.

By participating in the Offer you indicate your acknowledgement and acceptance of these Terms and Conditions.

Your using promo code shall be deemed as your explicit consent. You accept these terms of use and that you agree to abide by them.

TERMS AND CONDITIONS (T&C):

1. Duration/ Term of the Offer:

This Offer is open for a limited period only i.e. from 18th day of August, 2015 at 00:00 hrs till 31st day of January 2016 23:59:59 hrs which shall be valid during any day wherein a cricket match (which is hosted either by the International Cricket Council [ICC] or by any other cricket boards or bodies affiliated to ICC) is going in ("Match Day") . This Offer is being brought to you by OnMobile in collaboration with JRI Technologies Pvt. Ltd. ("JRI") ----- and the GRATIFICATIONS of the Offer are sponsored by OnMobile exclusively for the Subscribers¹ of Idea.

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2. Eligibility Criteria:

2.1 The Offer is open for all active Pre-paid & Post-paid category of Subscribers of Idea, in the below mentioned telecom circles (the “Subscribers”).

¹ Subscriber/s shall mean the rightful user of the Idea connection; pre-paid & Post-paid, in whose name the mobile phone connection number (MSISDN) is registered with the operator. In the event the user 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 Offer, receive the and accept the terms applicable for the Offer.

Circle
Delhi
Andhra Pradesh
Maharashtra
Gujarat
UP – W
Kerala
Madhya Pradesh
Haryana
UP – E
Rajasthan
Himachal Pradesh
Karnataka
Punjab
Mumbai
Bihar
Orissa
Tamil Nadu
Kolkata
West Bengal
Assam
North East
JK

2.2. In order to be eligible for this Offer, 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.)
- He/She must have submitted the full set of valid documents as per DoT guidelines, at the time of taking connection.

3. **Criteria:** • Participating Subscriber who subscribe to the Offer by texting the requisite keywords in the prescribed format to the concerned SMS code as more fully detailed in clause 4 and is charged once during a Match Day will be eligible for the Gratification;

- The Subscriber shall upon subscription and being charged once for the said subscription (for pre-paid the prescribed one time subscription amount would be deducted from the balance talk time and for post – paid the said subscription amount would be reflected in the next billing cycle or bill) will receive the following message along with the match alerts;

““Congrats! You have won a recharge coupon worth a talk time of Rs.10/- with Cricket Pack, use coupon XXXXXXXXXXXX code valid from ____till _at at <http://www.gorecharge.com/OnMobile> T&C apply”

- To redeem the said coupons the eligible Subscribers can login to the JRI website that is <http://www.gorecharge.com/OnMobile> which shall be eligible only if the Subscribers is charged once; and coupon code validity will be 30 days.
- If the Subscriber unsubscribes and subscribes the Offer again within 15 (fifteen days), then in such an eventuality he/ she shall not be eligible for the new JRI Coupons,

4. **Keywords Applicable Charges per Match Day :**

(i) Following charges shall be applicable for subscription of the OFFER

Keyword	Price (Rs.)	Point	Validity	SMS Format	SMS Shortcode
ONDCKTPMP	5		Per Match Day	Sub “Keyword”	54300
ONDCKTP	5		Per Match Day	Sub “Keyword”	54300

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ONDCKTP3	3	Per ,Match Day	Sub"Keyword"	54300
ONDCKTPOR	5	Per Match Day	Sub"Keyword"	54300
CRIVC5	5	Per Match Day	Sub"Keyword"	54300
CRIVC	5	Per Match Day	Sub"Keyword"	54300
CRIVMP	6	Per Match Day	Sub"Keyword"	54300

5. Gratification

All the Subscribers who have triggered the Keywords as mentioned above will be eligible for a talktime of Rs10 which shall be sent as voucher code which can be redeemed on the JRI website that is <http://www.gorecharge.com/OnMobile>

6. Other terms:

- 1) Denominations of the SMS Short code will be decided by OnMobile -----
- 2) By entering the Offer, you confirm and waive the applicability of rules and regulations of the National Do Not Call Registry.
- 3) Subscriber's use of <http://www.gorecharge.com/OnMobile> website is in accordance with the Terms & Conditions located <http://www.ideacellular.com/wps/wcm/connect/idea/promotions>. Please view the Terms & Conditions before using <http://www.gorecharge.com/OnMobile> website. OnMobile reserves the right to amend, modify, change, add or terminate (collectively "Changes") these terms and conditions in consultation with IDEA or discontinue this Offer without any further notice. You should make sure You view these Terms regularly to make sure You are familiar with the most recent version.
- 4) These Terms and Conditions are subject to guidelines/directions issued by the Department of Telecommunications ("DoT"), Telecom Regulatory Authority of India ("TRAI") or any other statutory authority from time to time.
- 5) Failure on the part of OnMobile to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person.
- 6) These Terms constitute the entire agreement between you and OnMobile----- regarding its subject matter and supersede all prior and contemporaneous undertakings and agreements between the parties, whether written or oral, with respect to that subject matter. Should any provision of these Terms be deemed unenforceable or invalid, the other provisions of these Terms shall remain in full force and effect.
- 7) OnMobile and IDEA do not make any commitment, express or implied to respond to any feedback and/or suggestion of the Subscribers.

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- 8) OnMobile and IDEA do not accept responsibility for any defects that may exist or for any costs, loss of profits, loss of data or consequential losses arising from your use of, or inability to use or access or a failure, suspension or withdrawal of all or part of the service at any time and exclude all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any information and the value and integrity of services offered. OnMobile and IDEA may suspend or vary the whole or any part of the service offered for any reason, at any time at their sole discretion without liability to you.
- 9) The Subscribers hereby agree and undertake not to hold OnMobile and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this offer.
- 10) This offer cannot be used in conjunction with any alternative offer or promotion of similar nature.
- 11) The subscription of services shall be governed by the Laws of India and the Courts of law at Bangalore shall have exclusive jurisdiction over any disputes arising out of or due to subscription of services without regard to conflict of laws and principles thereof.
- 12) You acknowledge and agree that all copyright and trade-marks and all other intellectual property rights in the SMS content/ WAP/ website and all material or content related to the offer shall remain, at all times, owned by OnMobile / the Organizers' / their 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/WAP site and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 13) OnMobile is neither responsible nor guarantees the quality of the goods/ services being offered as gratifications nor is it liable for any defect or deficiency of goods or services so obtained/availed, by the Participants under this Offer. OnMobile is also not liable for any defect/ deficiency in the gratification(s) so offered or availed, by the Participants under this Offer. Participants shall not have the right to claim any damages, loss or costs from Organizers' for delay in delivery of the gratifications(s) on any grounds whatsoever.
- 14) All gratifications offered in this Offer are subject to availability. The Organizers', at their sole discretion, may or may not provide an alternative to the gratifications being offered as gratifications in this Offer.
- 15) Any gratification of value in excess of INR 10,000/- in a year*** will attract deduction of tax at source and all taxes to be paid on the gratification/s shall be paid by the winner at the prevailing rate in advance via Demand draft in favor of OnMobile Global Limited ". Further, all winners must furnish a valid Indian PAN Card to claim the gratification amount on Organizer request, or gratification, irrespective of the value of the same, failing which the successful highest scorer's gratification shall be forfeited, or the gratification shall be rolled over to the next eligible Participant, at the sole discretion of the Organizer(s).

***A Winner earning gratification in excess of INR 10,000/- in a year in aggregate from all challenges / offers conducted by OnMobile as one of the Organizers' irrespective of the Operator or

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other Organizers' will be subject to TDS under the Income Tax Act, 1961. Gratifications given in kind will be handed over only upon receipt and subsequent encashment of the applicable TDS amount by way of Demand Draft or online transfer.

- 16) The employees of Idea/OnMobile and their group companies, affiliate or associate companies shall not be eligible to get any of the gratifications offered in this Offer.
- 17) This offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Idea/OnMobile.
- 18) The Terms and Conditions stated herein shall not override the Terms and Conditions of the Subscriber Enrolment Form.
- 19) Organizers may assign any or all of their rights under these Terms and Conditions to its affiliates without the consent of the Participants.
- 20) Neither Idea nor OnMobile shall be responsible for any claims arising out of technical failures before, during or after the completion of the offer including but not limited to any technical failures in the telephone lines, failure of servers or any mistakes arising out of technical snags. Further, Idea/OnMobile shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of OnMobile or Idea.
- 21) OnMobile reserves the right, at any time, to unconditionally disqualify any participant who tampers with or who in any way abuses the process or Terms and Conditions of the Offer. Failure by participant to enforce any of these rights at any stage shall not constitute a waiver of such rights.
- 22) OnMobile does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the participants.