

## TERMS AND CONDITIONS GOVERNING THE COMPETITION

### MEGA WIN

#### A. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE COMPETITION IS AN OPTIONAL COMPETITION CONCEPTUALIZED, ORGANIZED AND HOSTED BY ONMOBILE GLOBAL LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT TOWER 1, 94/1 C AND 94/2, VEERASANDRA VILLAGE, ATTIBELE HOBLI, ANEKAL TALUK, ELECTRONIC CITY PHASE 1, BANGALORE – 560 100, INDIA (HEREINAFTER REFERRED TO AS “ONMOBILE” OR THE “ORGANIZER”) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF Vodafone Idea Limited (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE INDIA”).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE COMPETITION KNOWN AS “ELIGIBLE SUBSCRIBER” DURING THE COMPETITION PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “MEGA WIN COMPETITION”. BY PARTICIPATING IN THE COMPETITION, 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 COMPETITION.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being an Eligible Subscriber has participated in the Competition.

#### B. DEFINITIONS

- (1) “**Subscriber**” shall mean the rightful subscriber of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. In the event, the subscriber’s number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Competition and accept the terms applicable herein.
- (2) “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone India on a regular basis for purposes other than to participate in any offer or Competition offered by Vodafone India.
- (3) “**Eligible Subscriber**” shall mean an Active Subscriber of Vodafone India who has subscribed to the Competition. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Competition –
  - (i) Subscriber must be of at least 18 years of age;
  - (ii) Subscriber must be a resident of India;
  - (iii) Subscriber must be an Active Subscriber of Vodafone India;
  - (iv) Subscriber must not be a resident of Telangana State;

- (v) Subscriber must be a Competition or Pack Member;
- (vi) Subscriber must belong to any of the telecom service circle/s mentioned below;
- (vii) In case a Subscriber, who is a pre-paid Subscriber, has less than Rs. 1/day-balance, the Subscriber will not be able to play the Competition. Subscriber must not be of an unsound mind; and  
Subscriber must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
- (viii) Subscriber must not have been subject of any criminal proceeding;
- (ix) Should not have ported out of Vodafone India during the Competition period.
- (x) Subscription will be open only in the herein mentioned Circles of Vodafone India and Subscribers roaming outside their home Circle will be barred from subscribing to the Competition and participating in any Competition thereunder.
- (xi) Further, the Subscriber who participate in the Competition and get selected as Winners of each category of gratifications in accordance with the Winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone India 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 subscriber is the Eligible Subscriber of the winning mobile number, Organizer reserve the right to award the gratification to the next eligible Winner or to forfeit the gratification, at its sole discretion.

**C. COMPETITION PERIOD**

- (a) This is a limited period Competition for Eligible Subscribers of Vodafone India, available from 20<sup>th</sup> AUGUST 2018 00:00:01 hrs. till 17<sup>th</sup> NOVEMBER 2018 23:59:59 hrs., both days inclusive (“**Competition Period**”);
- (b) Organizer reserves the right to extend or shorten the Competition Period, as it deems fit.

**D. COMPETITION AREA**

- (a) Residents of the state of Telangana are not eligible to participate in this competition and are prohibited by law.
- (b) The Competition is valid and the Winners will be gratified in selected Indian cities / telecom service areas as mentioned below.

**\*Circle Group Classification**

| <b>Circle-Group*</b>              | <b>Zone</b>  |
|-----------------------------------|--------------|
| AP + Kerala                       | <i>South</i> |
| ASSAM + NE + Bihar + Orissa       | <i>East</i>  |
| DELHI + Haryana+ JK + Punjab + HP | <i>North</i> |
| GUJARAT                           | <i>West</i>  |

|                            |              |
|----------------------------|--------------|
| KARNATAKA                  | <i>South</i> |
| KOLKATA + WB               | <i>East</i>  |
| MAHARASHTRA                | <i>West</i>  |
| MUMBAI + MP +<br>RAJASTHAN | <i>West</i>  |
| UPE +UPW                   | <i>North</i> |
| CHENNAI & TAMILNADU        | <i>South</i> |

**\*\*Zone Group Classification**

| <b>S.No.</b> | <b>Zone-Group**</b> | <b>Circle Group</b>                          |
|--------------|---------------------|--|
| 1            | NORTH               | DELHI + HARYANA + PUNJAB + HP+ JK+ UPE & UPW |
| 2            | SOUTH               | KARNATAKA & AP + KERALA & CH/TN              |
| 3            | EAST                | ASSAM + NE + ORISSA + BIHAR+ KOLKATA + WB    |
| 4            | WEST                | GUJARAT+ MAHARASHTRA+ MUMBAI + MP RAJASTHAN  |

- (i) Notwithstanding the foregoing, if the operation of or participation in the Competition 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 Competition. Vodafone India or OnMobile shall give no further notice in this regard.

**E. COMPETITION DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

**(a) Subscription to Competition**

Subscribers can initiate participation in the Competition by sending the SMS keyword “ACT LAKH” to 199 or alternatively by calling the number 144 (toll free) or dialling the Unstructured Supplementary Service Data (“USSD”) string \*567\*899# & \*567\*5# from a Vodafone number or on OBD or You can subscribe on 5670330 by Pressing “1” anytime during the Competition Period.

**(b) Playing:**

Subscribers can play Competition by dialling- 5670330 (Toll-free) and on 56767 (Toll-free). To answer, press 1 or 2 on your phone keypad at Rs. 5 per day. For each right answer, you will get 1 point. There is no negative mark for wrong answer.

**(c) Un-Subscription from the Competition**

If, Eligible Subscriber wish to discontinue participating in the Competition, Eligible Subscriber should send "CAN LAKH" as an SMS to the 199 or alternatively by calling the number 199 and pressing "1" from a Vodafone number.

NOTE: Applicable only for subscription Competition.

(d) Total number of questions:

There are total 630 numbers of questions that will be randomly asked from the Subscriber for the purpose of this Competition.

(i) Charging

| Sl. No | Playing Channel | Regular Subscription Charges Per Day | Key words options to answer |
|--------|-----------------|--------------------------------------|-----------------------------|
| 1.     | IVR             | Rs. 5/Day                            | 1 or 2                      |
| 2.     | SMS             | NA                                   | NA                          |
| 3.     | USSD            | NA                                   | NA                          |
| 4.     | OBD             | NA                                   | NA                          |
| 5.     | WAP             | NA                                   | NA                          |

Note: Fall-back/Missed charging feature available:

Based on the amount charged on a day, Eligible Subscribers will be allowed to answer questions

Subscribers that are charged Rs 5 will get to answer 7 questions to answer.

Subscribers that are charged Rs 4 will get to answer 6 questions to answer.

Subscribers that are charged Rs 3 will get to answer 5 questions to answer.

Subscribers that are charged Rs 2 will get to answer 4 questions to answer.

Subscribers that are charged Re. 1 will get to answer 3 questions to answer.

Note: Fall-back charging will not be applicable for post-paid subscribers as charging happen on Base price.

If a Subscriber is charged as per fall back terms of this Competition, Organizers will attempt multiple time to charge the remaining charge on that Competition day. The number of questions offered will be based on the amount charged after multiple attempt. Subscriber can answer the pending questions of the particular Competition day and points scored after successful charging will be considered for winner selection.

(ii) Example: If a Subscriber is charged Rs.2 then user will get 4 questions. Multiple try for charging remaining Rs.3 will be attempted. In case of successful charging of remaining Rs.3 then the pending questions of the particular Competition day will be made available to the Subscriber.

### **Competition Flow:**

#### **1. Competition on Voice:**

- (a) Eligible Subscribers will be informed of the rules, gratifications and Terms and Conditions of the Competition upon subscription.
- (b) After every answer input, next question and the answer options will be given to the Eligible Subscriber. After every wrong answer, the Eligible Subscriber will be played an appropriate prompt (e.g. "Sorry! That's a wrong answer ") and given the next question and answer options.
- (c) To listen to a question again Eligible Subscribers may press (\*).
- (d) If an Eligible Subscriber discontinued playing the Competition, then the Eligible Subscriber may resume playing by subscribing as per subscription details provided above for subscription. If for example, a Eligible Subscriber stops playing the Competition after answering question no. 9 then if the Subscriber calls again with the same number, the Eligible Subscriber will be played question no. 10 question. If for example, an Eligible Subscriber listens to the question but drops the call without answering the 9th question, then, if the Subscriber calls again, the Subscriber will be played the 9th question which may be different from what the Eligible Subscriber has earlier received.
- (e) If an Eligible Subscriber stops playing the Competition after answering the question no. 9, then the Eligible Subscriber will be sent a reminder SMS on the Eligible Subscriber's number registered with Vodafone India followed by another question and answer options. In case the Eligible Subscriber does not answer this question, the Eligible Subscriber will be engaged three (3) times a day with questions and answer options via SMS.
- (f) The Eligible Subscriber can play this Competition only once during the Competition Period.

#### **2. Missed Questions Feature:**

- (a) After Subscriber finishes answering all questions for the day, if Subscriber is charged for the day, that day's score will be added to the total score. If the Subscriber is not charged, that day's score will not be added to the total score. Communication to charged Subscriber of the day and not charged Subscriber of the day will be different. (E.g. Charged subscriber will get the communication "Now you can play the missed questions for the day...". A not charged Subscriber will get the communication "Press 8 to get charged and play missed questions of the day...")
- (b) Post calculations as specified in (a) above, the OnMobile system will check for the questions that were missed earlier and in case there are any missed questions then Eligible Subscriber will be redirected to the missed questions flow else exit prompt is played.
- (c) The Eligible Subscriber will be redirected to press "8" button on IVR as a consent and get charged to play the missed questions of earlier days.
- (d) If there are missed questions on earlier days, then first the Eligible Subscriber will be given the missed questions for the days when the Eligible Subscriber was charged and then he will be given the missed questions for the non-charged days.

- (e) Before presenting the question for any non-charged day, the Eligible Subscriber will be asked to give consent for getting charged for that particular day. Once the Eligible Subscriber has given its consent and is charged successfully, he will be presented with set of questions for that day.
- (f) In the selection of the Winners of all the gratifications except Mega Bumper Gratification, Bumper Gratification, and Monthly Gratification the score considered for selection will NOT include the scores accumulated by Eligible Subscriber's by answering missed questions if any and will only consider the respective question of each particular day.
- (g) Scores of Eligible Subscriber's who are charged later for the earlier days will NOT be consider for any of the Gratifications except Mega Bumper Gratification, Bumper Gratification and Monthly Gratification.

**(iii) GRATIFICATIONS AND WINNER SELECTION PROCESS**

| Gratification Name    | Details                     | Criteria/ Points to score             | Competition Period                               | Winner Selection   | Budget (in INR) | Selection | No of Gratifications |
|-----------------------|-----------------------------|---------------------------------------|--|--|-----------------|-----------|----------------------|
| Bumper Gratification  | Hyundai i20 Active 1.2 Base | Highest and Fastest                   | 1 winner in 90 days                              | Winner to be announced after 90 days of Competition period | 859805          | National  | 1                    |
| Monthly Gratification | Bank Card                   | 100 points in that month              | 1 winner in every 30 days                        | Winner to be announced after 30 days of each month         | 100,000         | National  | 3                    |
| Special Wednesday     | Smartphone                  | 5 points on that day                  | 24 winners across India                          | Winner to be announced after 15 days of each special day   | 15,000          | National  | 24                   |
| Mid Bumper            | Bank Card                   | Fastest 25 points                     | 6 winners across India ( 1 winner Every 15 Days) | Winner to be announced after 15 days                       | 50,000          | National  | 6                    |
| Ganesh festival Week  | Laptop                      | Highest and Fastest During the period | 1 winner across India during the period          | Winner to be announced after 15 days                       | 25,000          | National  | 1                    |

|                         |  |                                       |   |  |        |              |       |
|-------------------------|--|---------------------------------------|---|--|--------|--------------|-------|
| Navratri Special        | LED TV   | Highest and Fastest During the period | 1 winner across India during the period   | Winner to be announced after 15 days                       | 25,000 | National     | 1     |
| Circle Bumper           | Gold Card                                      | Fastest 15 points                     | 10 winners in 90 days (1 per circle)      | Winner to be announced after 90 days of Competition period | 50,000 | Circle group | 10    |
| Daily 1st Gratification | Bank Card                                      | 7 points                              | 1 winner across India per day             | Winner to be announced (Within 15 days)                    | 5000   | National     | 90    |
| Daily 2nd Gratification | Mobile Recharge                                | 4 points                              | First 50 winners per day (5 per circle)   | Instant Talk time(within 24 hours)                         | 100    | Circle group | 4500  |
| Daily 3rd Gratification | Mobile Recharge                                | 2nd Question                          | First 300 winners per day (30 per circle) | Instant Talk time(within 24 hours)                         | 20     | Circle group | 27000 |
| Early Bird Bumper       | OnePlus 6 (Mirror Black 6GB RAM + 64GB Memory) | 1 <sup>st</sup> Question              | 4 winner in 90 days (1 per zone)          | Winner to be announced after 90 days of Competition period | 35000  | Zone         | 4     |

### Bumper Gratification

- The selection for the Bumper Gratification will be conducted at the end of the competition.
- 1 MSISDN Across all circle group\*, with the Highest score, in the least amount of time, during the competition will be selected as the winner.
- The winning MSISDNs will be removed from the list of eligible subscribers from Circle Bumper Gratifications

**Circle Bumper Gratification**

- The selection for the Circle Bumper Gratification will be conducted at the end of the competition.
- 1 MSISDN per Circle groups\*, with a score of 15 points, in the least amount of time, during the competition will be selected as the winner.

One individual can win the above Gratifications only once in the competition.

**Early Bird Bumper Gratification**

- The selection for the Early Bird Bumper Gratification will be conducted at the end of the competition.
- 1 MSISDN per Zone Group\*\* who plays the 1<sup>st</sup> Question, during the competition will be selected as the winner.

**Monthly Gratification**

- The selection for the Monthly Gratification will be conducted as per the Monthly schedule\*\*\*.
- 1 MSISDN across all circle groups\*, with the minimum cumulative score of 100 points, in the least amount of time, during that Month will be selected as the winner.
- 1 MSISDN can get the Monthly Gratification only once in the Competition Period.

| Monthly Schedule |        |        |
|------------------|--------|--------|
| Month 1          | 20-Aug | 18-Sep |
| Month 2          | 19-Sep | 18-Oct |
| Month 3          | 19-Oct | 17-Nov |

**Mid Bumper Gratification**

- The selection for the Mid-bumper Gratification will be conducted as per the Mid Bumper schedule\*\*\*\*.
- 1 MSISDN across all circle groups\*, with the minimum cumulative score of 25 points, in the least amount of time, during that Fortnight will be selected as the winner.
- 1 MSISDN can get the Mid Bumper Gratification only once in the Competition Period.

| Mid Bumper Schedule for gratification |        |        |
|---------------------------------------|--------|--------|
| Week                                  | From   | To     |
| 1                                     | 20-Aug | 3-Sep  |
| 2                                     | 4-Sep  | 18-Sep |
| 3                                     | 19-Sep | 3-Oct  |
| 4                                     | 4-Oct  | 18-Oct |
| 5                                     | 19-Oct | 2-Nov  |
| 6                                     | 3-Nov  | 17-Nov |



### Special Wednesday Gratification

- The selection for the Special Wednesday Gratification will be conducted as per the schedule\*\*\*\*\*
- 2 MSISDN, across all circle groups\*, with score of 5 points in the least amount of time on the Special Wednesday\*\*\*\*will be selected as the winner.
- 1 MSISDN can get this Gratification only once in the Competition.

| Special Wednesday |        |
|-------------------|--------|
| Week              | From   |
| 1                 | 29-Aug |
| 2                 | 5-Sep  |
| 3                 | 12-Sep |
| 4                 | 19-Sep |
| 5                 | 26-Sep |
| 6                 | 3-Oct  |
| 7                 | 10-Oct |
| 8                 | 17-Oct |
| 9                 | 24-Oct |
| 10                | 31-Oct |
| 11                | 7-Nov  |
| 12                | 14-Nov |

### Ganesh Chaturthi Special Gratification (13<sup>th</sup> September to 19<sup>th</sup> September)

- The selection for the **Ganesh Chaturthi** Gratification will be conducted as per the schedule\*\*\*\*\*
- 1 MSISDN, across all circle groups\*, with the highest score in the least amount of time during that period will be selected as the winner.

### Navratri Special Gratification (10<sup>th</sup> October to 19<sup>th</sup> October)

- The selection for the **Navaratri Special** Gratification will be conducted as per the schedule\*\*\*\*\*
- 1 MSISDN, across all circle groups\*, with the highest score in the least amount of time during that period will be selected as the winner.

In the selection of the Bumper, Monthly Bumper, Circle Bumper, Mid Bumper, Special Wednesday, Ganesh Chaturthi special, Navratri Special in case of a tie in the score and in the time taken to answer, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. 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.

In the selection of the Early Bird Bumper Gratification in case of a tie in the Question, 1 round of tie-breaker will be conducted for all the tied MSISDNs on voice. 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.

#### **Daily 1<sup>st</sup> Gratification**

- 1 MSISDNs Across all circle-group\*, with the score of 7 points, in the least amount of time, on that day, is selected as the winner.
- 1 MSISDN can win the Daily 1<sup>st</sup> Gratification only once in the Competition.

In case of a tie in the selection of the above Daily 1<sup>st</sup> Gratification, the winner will be selected which MSISDN has achieved the score 1st in point of time.

#### **Daily 2<sup>nd</sup> Gratification**

- The selection for the Daily 2<sup>nd</sup> Gratification winners will be conducted during the competition.
- Daily first 5 MSISDNs per circle groups\* who Scores 4 points of the competition on that day, will be selected as winners.
- **1 MSISDN** can win this Gratification only once in the competition.

#### **Daily 3<sup>rd</sup> Gratification**

- The selection for the Daily 3<sup>rd</sup> Gratification winners will be conducted during the competition.
- Daily first 30 MSISDNs per circle groups\* who attempt 2nd Question of the competition, will be selected as winners.
- **1 MSISDN** can win this Gratification only once in the competition.

In the selection of the winners of all the above Gratifications except Bumper Gratification, Early Bird Bumper Gratification and Circle Bumper Gratification the score considered for selection will NOT include the scores accumulated by users by answering missed questions if any and will only consider the respective question of each particular day.

Scores of users who are charged later for the earlier days will NOT be consider for any of the above Gratifications except Bumper Gratification, Early Bird Bumper Gratification and Circle Bumper Gratification

The points scored by an MSISDN from the questions that the MSISDN is entitled to answer in a day, based on that day's charged value will only be considered for selection.

**The time taken for answering a question on “Voice” mode, is calculated from the time OnMobile’s system plays question till the answer DTMF input received by the system. . On SMS and USSD channel time taken is calculated from the time system pushes the question till the answer input received by system.**

**Note:** If a participant plays the Challenge over both the channels (Voice & SMS), his/her score will only be cumulative, and not exclusive for each of the channels. ie: if the participant has started playing the Challenge on voice and has scored 2 points in 3 questions, if he/she drops the call and resumes playing through SMS, he/she will be given the 4<sup>th</sup> question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the winner selection for all the Gratifications.

A Subscriber is eligible to win more than one Gratification during the period of the Challenge, which means that he/she can win more than one Gratification provided he/she meets the above said criteria of the respective Gratifications.

A Subscriber is eligible to win more than one Gratification during the period of the Competition, which means that he/she can win more than one Gratification provided he/she meets the above said criteria of the respective Gratifications and gets selected.

**F. MODIFICATION OF TERMS AND CONDITIONS**

- (a) Organizer reserve the right, at their sole discretion, to modify these Terms & Conditions of the Competition or any part thereof at any time during the Competition Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Eligible Subscribers participating in this Competition.
- (b) If Organizers modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). 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 participating in the Competition. Your continued participation in the Competition will constitute your acceptance of the latest revised Terms and Conditions.

**G. WITHDRAWAL OF COMPETITION**

- (a) Organizer reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Competition at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to you and the same shall be binding on the Eligible Subscribers.

**H. DISCLAIMERS**

1. You agree that this Competition is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Competition is voluntary and you expressly agree to participate at your sole risk. Organizers or Vodafone shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Competition.

2. Organizer or Vodafone makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Competition and/or any delay or failure to participate in the Competition due to technical, network or other problems. To the extent you choose to participate in this Competition, You do so at your own initiative and you shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone India and OnMobile, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any subscriber or third party, in connection with the Competition or arising otherwise.
3. Vodafone India reserves the right to change, suspend, remove, or disable access to the Competition at any time without notice. In no event will Organizer be liable for the removal of or disabling of access to the Competition. Vodafone India may also impose limits on the use of or access to the Competition, in any case and without notice or liability. Under this Competition, Vodafone India's responsibility shall only be limited in providing Telecom Service on Vodafone India's network for Eligible Subscribers participating in this Competition.
4. Any claims, issues, damages or losses with regards to the quality or functionality of the gratifications awarded under this Competition will be the sole liability of the manufacturers, providers or dealers of the said gratifications. Vodafone India and OnMobile will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Subscribers.
5. You shall indemnify and keep indemnified Vodafone India and OnMobile, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Organizer may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India and OnMobile shall have the right to defend themselves, pursuant to this clause, at the cost of the Eligible Subscriber in breach.

**I. GENERAL TERMS AND CONDITIONS**

1. By participating in this Competition, You confirm that You have read understood and agreed to conform to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that You have submitted while participating in the Competition;
2. The awards under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
3. By participating in this Competition, 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 under the current Competition and upcoming competition from Vodafone India, as it may in its sole and absolute discretion decide.
4. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Subscriber shall also be bound by the terms and

conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.

5. **Force Majeure** – This Competition is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Organizer’s (“Force Majeure Event”). Organizer shall not be liable for any delay or adverse effect caused to Eligible Subscribers as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Eligible Subscribers.
6. This Competition is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
7. Failure by Organizer to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person including a Subscriber.
8. Subscriber may contact the OnMobile customer care regarding any queries, complaints, disputes pertaining to the Competition by calling **080-46156661 (Toll Number)** during Monday to Sunday, except public holidays (9:00 AM to 9:00) or alternatively Subscriber may choose to send an email to [Competition@onmobile.com](mailto:Competition@onmobile.com)
9. You hereby authorize Organizer to collect Your personal information including name, address and mobile number, photograph and share with its partners so as to enable You to participate in this Competition. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy, which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
10. You agree that Vodafone India and OnMobile has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.
11. By participating in the Competition, You, 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 Competition shall remain, at all times, owned by OnMobile, Vodafone India 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.
12. By participating in the Competition, You confirm that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Organizer and You are acting voluntarily, using Your own time and resources to participate in this Competition, solely at Your own risk.
13. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
14. The Eligible Subscriber shall not have the right to claim any damages, loss or costs from the Organizer for delay in delivery of the gratification(s) on any grounds whatsoever.

Vodafone India and/or OnMobile are neither responsible nor guarantee the quality or functionality of the goods or services being offered as gratification/s nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Eligible Subscribers under this Competition. OnMobile and/or Vodafone India are also not liable for any defect or deficiency in the gratification(s) so offered or availed by the Eligible Subscribers under this Competition.

15. The gratification(s) to the Winners 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 or papers as may be required by the Organizer before accepting the delivery of the gratification.
16. All Gratifications must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizers. 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 or by Organizer*):
  - (i) Tax Proof (PAN Card)
  - (ii) Photo Id proof (PAN Card)
  - (iii) One passport size photo.
  - (iv) Declaration for acceptance of Gratification (format will be communicated/shared with Winner).
  - (v) In the event the number is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit:
    - (a) No Objection Certificate and
    - (b) Authorization letter of the employer.
17. In the event, it is found or comes to the knowledge of Organizer that Winner submitted inaccurate/misleading details/or information as requested by the Organizer as per stated herein or in future course of action, Organizer reserve the right to forfeit the Gratification handed over to the Winner(s) and/or to be handed over to Winner(s) and take the required legal action against them.
18. Any Eligible Subscriber providing any incorrect information, concealing or withholding any information from the Organizer with an intent to participate and/or win the Competition will automatically be disqualified from winning the different categories of gratifications under this competition. Such act of providing incorrect information, concealing or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of the Vodafone India number, domicile, payment of outstanding amount to Vodafone India or any other information provided by the Subscriber, shall entitle the Organizer to disqualify him/her without any further intimation. OnMobile agrees that Vodafone India does not have any liability or responsibility with respect to any information furnished by a Subscriber to OnMobile.
19. The Organizer at their sole discretion will not provide a cash alternative to any of the gratifications being offered in this Competition.

20. The Gold Card offered hereunder will be organized by OnMobile. The Gold Card may be used by the Winner to purchase gold only up to the value specified in the respective Gold Card, irrespective of the rate of conversion of gold at the time of such purchase. The Winners shall not have any claims in matters arising from or in connection with the Gold Card and shall indemnify and keep indemnified the Organizer and the third party issuing the Gold Card. The respective Gold Card may be used only in stores accepting the Gold Card as will be detailed in the Gold Card. You acknowledge and agree that the amount mentioned in the Gold Card may not be fully utilized, subject to change in the rates and related antecedents to such Gold Card; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the gratification money for using the Gold Card at the time of purchase and You shall not claim any reimbursements from the Organizer. You hereby agree that the Gold Card are at all times subject to the terms and conditions mentioned in the respective Gold Card and will be applicable only for a limited period as detailed in the respective Gold Card. The Gold Card, which may be given to the Winner as a gratification, 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 Goods and Services Tax on the purchase of the gold.
21. In case the specified electronic gadget offered as gratification in this Competition is discontinued or not available during or after the Competition, the Organizer shall at its own discretion offer another phone of the similar value, which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned as the Monthly Gratification that he is eligible to in this Competition and if the price of the phone increase during or after the Competition or at the time of gratification distribution/Winner announcement period, the Organizer will only pay the value of the phone that was during the launch of the Competition and the Winner has to pay or bear the extra amount. The gratification amount shall be given by way of cheque in the name of the dealer from whom the phone is being purchased.
22. Questions and their answers are 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 and/ or dispute regarding the questions or answers, OnMobile and/or any third party involved shall be liable towards any Eligible Subscriber in any manner.
23. Organizer or any of their group entities or affiliates, their respective directors, officers, employees/ family members of employees, agents, representatives, 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), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the gratifications offered in this Competition.
24. Vodafone or any of their group entities or affiliates, their respective directors, officers, employees/ family members of employees, agents, representatives, 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), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the gratifications offered in this Competition.
25. The Organizer reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Competition or any part thereof including the eligibility criteria, the Terms and Conditions and gratifications 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 participating in the Competition. Your continued participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.
  26. The employees and the family members of the employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Competition. Organizers further reserve the right to disqualify any Subscriber from the Telangana state from winning any gratification.
  27. The Organizer reserves the right, at any time, to unconditionally disqualify any Eligible Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Competition.
  28. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content and Website, and all material or content related to the Competition shall remain, at all times, owned by OnMobile, Vodafone India or 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 and/or content on this Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
  29. These Terms and Conditions are subject to laws of India and Courts at Mumbai shall have exclusive jurisdiction.
  30. Any gratification of INR 10,000/- in a year will attract deduction of tax at source and all taxes on the gratification/s shall be paid by the Winner at the prevailing rate. All gratification will be given after deducting various taxes, license fees and charges as applicable. All incidental costs (i.e. costs for collecting gratification including but not limited to travel from Winner's place of residence to venue, lodging, boarding, food, local transport etc. in case of a meet & greet event as gratification or insurances, transfer fees, registration fees, and all the expenses incurred over and above the on road price etc., in case of vehicle/car offered as gratification)/taxes/levies related to the gratification(s), if any, shall be exclusively borne by the Winner including but not limited to TDS, Gift tax (if any), road tax, insurance as may be applicable and any other taxes levied by the Central, State or Municipal government.
  31. In case the specified model, type of the vehicle offered in this Competition as a gratification, which is discontinued or not available during or after the Competition, the



Organizer shall at its own discretion offer another vehicle of the same value which may or may not be of the same brand. If the Winner wants the exact same model/type of the same brand mentioned in the gratification of this Competition and if the gratification of the vehicle increases during or after the Competition or at the time of gratification distribution or Winner announcement period, the Organizer will only pay the value of the gratification announced as per this T&C's that was during the launch of the Competition, post TDS deduction and the Winner has to pay or bear the extra amount including the applicable taxes. The Gratification amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased. The color of the vehicle shall be strictly as per availability.

32. In case the specified model, type of vehicle offered in this Competition is discontinued or not available during or after the Competition, the Organizer will, at its own discretion, offer another vehicle, as applicable, of the same value which may or may not be of the same brand. If the Winner wants the exact same model or type of vehicle of the same brand mentioned in the Gratification and if the price of the respective vehicles increases during or after the Competition or at the time of gratification distribution or Winner announcement, the Organizer will only pay the value of the vehicle(s) that was during the launch of the Competition and the Winner has to pay/bear the extra amount. The gratification amount shall be given by way of cheque in the name of the dealer from whom the respective vehicles are being purchased under each category of gratification hereunder. The colour of the vehicle shall be strictly as per availability.
33. Eligible Subscribers hereby undertake sole responsibility to check the result link provided on a daily basis post completion of Competition to know the Winner and to claim their gratification, if any. Post Winner declaration and completion of their announcement and further process as the case may be if Organizer find that the declared Winners are wrong then Organizer reserves the right to declare the correct Winners again and cancel the gratification of Winners declared earlier.
34. After the selection and validation of the Winners of all the gratifications under this Competition, the Winners will be contacted, by calling them for three (3) consecutive days on the number of the Winner(s) registered with Vodafone India, and will be given further details as to how, when and where they can redeem their respective gratifications. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e. 080-40096344 or 080-46156661 (Toll Number). The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. In the event the Winners do not answer the calls of the Organizer, an SMS will be sent 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 gratifications ("**Intimation**"). Further in case of death of the Winner after being selected as a Winner, the gratification can be claimed by the legal heir of the deceased Winner provided, such legal heir shall produce the death certificate and legal heir certificate within fifteen (15) days of such intimation by the Organizer. The gratifications must be claimed by the Winners within thirty (30) days from the date of Intimation to the Winner, failing which, the gratification(s) will be deemed to be forfeited by the Organizer, under the respective categories under the Competition.

35. Vodafone India and Organizer may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the Competition Pack Members.
36. If an Eligible Subscriber ports out of home circle to a new circle during the Competition Period, he/she will not be eligible for the ported circle Bumper Gratification if any. Eligible Subscriber's score accumulated in the home circle where the Competition was initially subscribed for, will be considered for the highest scorer selection.