

TERMS AND CONDITIONS

TERMS AND CONDITIONS GOVERNING THE GAMES/BATTLES/TOURNAMENTS ORGANIZED BY ONMOBILE GLOBAL LIMITED FOR VIL APP/VIL WEB USERS.

INTRODUCTION

THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND 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 AND ITS CORPORATE 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 “**ORGANIZER**”).

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.

THESE TERMS GOVERN THE ACCESS AND USE OF THE GAMING PLATFORM OWNED AND CONTROLLED BY ONMOBILE INCLUDING THE TOURNAMENTS/EVENTS/BATTLES THEREOF, WHICH IS MADE AVAILABLE THROUGH THE MOBILE APPLICATION OF ITS PARTNERS/DISTRIBUTORS, WHICH IN THIS CASE BEING VODAFONE IDEA LIMITED’S MOBILE APPLICATION (Vi APP) AND WEB (VIL WEB).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO Vi APP/VIL WEB USERS PARTICIPATING IN GAMES/BATTLES/TOURNAMENTS OF ONMOBILE AVAILABLE UNDER THE “**Vi GAMES**” SECTION ON Vi APP/VIL WEB.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING. BY PARTICIPATING 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.

BY ACCESSING THIS PLATFORM, USING THE GAMING SERVICES AND/OR PARTICIPATING/PLAYING THE

GAMES/BATTLES/TOURNAMENTS, YOU REPRESENT TO ONMOBILE (1) YOU ARE 18 YEARS OF AGE; (2) YOU HAVE ACCEPTED ALL THE TERMS AND CONDITIONS PUBLISHED IN THIS PLATFORM AND (3) YOU WILL BE RESPONSIBLE FOR ANY ACTIVITY THAT OCCURS IN YOUR ACCOUNT.

BY PARTICIPATING, YOU CONFIRM THAT YOU HAVE READ UNDERSTOOD AND AGREED TO CONFIRM TO THESE TERMS AND CONDITIONS; YOU ALSO WARRANT THE ACCURACY, TRUTHFULNESS AND CURRENCY OF ALL INFORMATION THAT YOU HAVE SUBMITTED WHILE PARTICIPATING;

DEFINITIONS

1. “You/User” shall mean the user of Vi App/VIL Web.
2. **Organizer:** under this T&C shall mean OnMobile who shall be responsible for conceptualizing, organizing and hosting the games/battles/tournaments.

ONMOBILE GAMING SERVICE - GAMES/BATTLES/TOURNAMENTS DETAILS

1. OnMobile provides you with the opportunity to access and play the games/battles/tournaments/events. Refer **Exhibit A**.
2. Users participating across different types of games/battles/tournaments will win the gratifications as per rules of that tournament.
3. The winner selection process and the distribution of the prizes in relation to battles/tournaments, will be the responsibility of the Organizer.
4. The OnMobile gaming service is live for VIL users.
5. To access the OnMobile gaming service, User need to click on “Vi Games section” on VIL web - <https://games.myvi.in> or Vi App.
6. You are not required to separately sign up on our platform. Your account is created automatically basis your login details of Vi app/VIL Web.
7. You will get the limited license to access and use the OnMobile platform and the gaming service.

DATA PROTECTION

OnMobile will collect, use and is responsible for certain personal information about you as per OnMobile’s privacy policy.

TERMINATION AND SUSPENSION OF ACCOUNT

OnMobile reserves the right to disable Your access to OnMobile's platform/gaming services/tournaments, if you violate any of the terms and conditions herein or violate any provisions of the applicable laws.

Grounds for Disqualification

- A. Any Participant adopting any unfair means either during the course of the Event or prior to or after the Event shall be immediately disqualified.
- B. A disqualified participant shall be penalised as decided by the organiser and the decision in such case shall be final and binding.
- C. An account created by using false information or on behalf of any person other than the participant shall be permanently suspended and the participant shall be permanently blacklisted from taking part in the competition.
- D. Organiser may, at its sole discretion, revise/modify/change the grounds for Disqualification at any time at its discretion, without notice to the Participant.
- E. Each participant may participate in the competition by using only one device at a time. Any Participant found using multiple devices to gain any unfair advantage will be disqualified immediately.

GENERAL

1. The Organizer reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify these Terms & Conditions or any part thereof and without prior notice to You.
2. If Organizer modifies these Terms, the latest revised version of the Terms and Conditions shall be effective and binding in the event the modified or amended Terms and Conditions are not acceptable to You, you should discontinue participating. Your continued participation will constitute Your acceptance of the latest revised Terms and Conditions.
3. The employees of the Organizers and/or VIL and or their group companies, affiliate or associate companies and their relatives/ dependents (First blood/Spouse of immediate member shall not be eligible to participate.
4. You agree that the OnMobile's gaming platform and gaming service is being made available purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation is voluntary and You expressly agree to participate at your sole risk. VIL and the Organizer shall not be responsible for any loss, injury or any other liability arising due to Your participation.
5. To the extent you choose to participate/play, 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 VIL and the Organizer, 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 participant or third party, in connection or arising otherwise.

6. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by the Organizer and VIL including, but not limited to, meeting of Your requirements or aspirations, timeliness, security, any delay or failure or due to technical snags including network problems or system error, the results or reliability, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained or any transactions effected; (b) You expressly agrees that Your participation is at the Your sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through this platform or through the Vi Games shall be construed to mean the giving of any warranty of any kind by the Organizer or VIL.
7. Neither VODAFONE IDEA LIMITED nor the Organizer shall be responsible for any claims arising out of technical failures before, during or after the season including but not limited to any technical failures in the telephone lines, any action that has been initiated, actioned or completed through the Subscriber mobile phone, failure of servers or the failure to provide the correct score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, VODAFONE IDEA LIMITED and /or the Organizer shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organizer or VODAFONE IDEA LIMITED. In case if there is a technical failure in the system and participants are able to participate more than what they are eligible to play for each day and crosses the per day limit then the Organizer has the sole discretion to disqualify the winner and forfeit or declare the runner up as winner.
8. You shall indemnify and keep indemnified VIL and the Organizer and their officers, directors, employees, and affiliates 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 the Organizer or VIL may incur, pay or become responsible for as a result of breach or alleged breach by You of the representations or obligations under the Terms and Conditions, any failure by You to comply with applicable law, any infringement of intellectual property rights of the Organizer and/or VIL and any third party claim in respect of misuse of any information of a third party. VIL and the Organizer shall have the right to defend themselves, pursuant to this Clause, at Your cost.
9. The Organizer, VIL and any of their group entities or affiliates, their respective directors, officers, employees, vendors, representatives, shall not be liable for any action, claim, demands, losses, cost, charges, expenses or damage whatsoever that may be suffered, or for any personal loss or injury

that may be suffered (including loss of life) or incurred or claim to suffer, by You by use or non-use of the prizes offered.

10. Points obtained in this season will be valid for this season only & will not be carried forwarded to new or any other seasons.
11. You, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in all material or content related to the OnMobile Gaming platform shall remain, at all times, owned by the Organizer, all material and content contained in this is made available for your personal and non-commercial use only. Any other use of the material/ content or any information disseminated by any means of communication is strictly prohibited.
12. By participating, you confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to VIL and the Organizer and to any third-party content licensor that is made available.
13. **Force Majeure**– VIL and the Organizer shall not be liable for any delay or adverse effect caused to You as a result of any Force Majeure Event. The Organizer and VIL shall be entitled to use, Your details such as name, photograph, the prizes awarded to them etc. for their marketing purposes, if any. You also hereby agree to the same.
14. By participating, You confirm that You are participating/playing as an independent party and nothing herein establishes an employer-employee relationship between you and VIL and they are acting voluntarily, using their own time and resources to participate, solely at their own risk.
15. The winners will be informed by call/email. Failure on the part of winners to acknowledge the email or answer the call as stated herein or failure to redeem the gratification at the time of delivery/event or failure to submit the required documentation as communicated by OnMobile for claiming the prize, will entitle OnMobile to disqualify the winner and replace him/her with another eligible participant for the prize.
16. All Taxes will be borne by the winner.
17. Prizes will be announced by OnMobile. The winners will be communicated by OnMobile.
18. The prizes will be given to the winners in 7 days.
19. Neither VIL or OnMobile will be responsible for any deficiency in, fault or damage in the prizes.
20. Neither VIL or OnMobile will be responsible for any delay, loss, theft, misplacement etc. relating to the prize.
21. Neither VIL or OnMobile will be responsible nor guarantee the quality of the goods/services being offered as gratification(s) under e-commerce voucher.
22. The e-commerce vouchers have to be redeemed by winners as per the terms & conditions stipulated therein. No credit will be available for the unused amount. E-commerce voucher must be redeemed before its expiry date. If

the winner spends over and above the e-commerce voucher amount, outstanding amount has to be paid by the winner.

23. Under no circumstance shall the winners of the games/battles/tournaments be entitled to redeem any category of prize for cash. Organizer or VIL, at its sole discretion, shall not provide a cash alternative to any of the prize being offered herein.
24. In event of the death of the winner, the prize will be given to the legal heirs/successors of the deceased winner at sole discretion of Organizer and VIL. Organizer and VIL shall have the rights to call for such documentary evidence of the legal heirs/successors as it deems fit and in case of no documentary proof or evidence of successors, legal right to the prize shall be transferred to next eligible winner.
25. Coins purchased by the users can be used only for playing battles and tournaments, and cannot be used for redeeming. Users can redeem only from the coins they won by playing battles and tournaments.
26. Coins will have a rolling period validity of 90 days from the day it was credited to the wallet, any coins expired/deducted after validity period will not be added back under any circumstances.
27. TDS will be applicable for all/any gratification.

EXHIBIT A

GAMES/BATTLES/TOURNAMENTS DETAILS

Challenge Name	Mode of Activation/Participation	Mode of receiving questions	Total number of questions	Number of questions per day	Charges	Points Scored per question
Battles	Vi App	Vi App	NA	NA	10 Coins per entry	NA
Tournaments	Vi App	Vi App	NA	NA	10 Coins per entry	NA

Note: Number of Games/Battles/Tournaments can be decided internally subject to content availability and can be changed anytime based on the requirement and users playing behavior.

Users can opt-in for, by giving consent and subscribing to the games. Once subscribed to the service, users will have an option to play all the available Games, Battles & Tournaments for free.

EXHIBIT B

PRIZES AND WINNER SELECTION PROCESS

- Winners selection is based on the user's rank in the tournaments/battles and this in turn depends on user's score. Users can win Amazing prizes/Vouchers;