

# Terms and Conditions of Participation and Participant Selection

## **CONTEST DESCRIPTION: “Pujo’r suru Vodafone Aagomoni”**

September 12, 2017

### **PROCEDURE TO PARTICIPATE IN THE COMPETITION:**

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL ACTIVE VODAFONE POST PAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE OFFER KNOWN AS “Pujo’r suru Vodafone Aagomoni ”. PLEASE READ THE TERMS CAREFULLY. BY PARTICIPATING IN “Pujo’r suru Vodafone Aagomoni ”, YOU AGREE TO BECOME A POTENTIAL PARTICIPANT AND ACCEPT THE TERMS AND CONDITIONS SET OUT BELOW. YOU WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS ON EVERY SUBSEQUENT OCCASION ON WHICH YOU PARTICIPATE IN THE SAID CONTEST. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS THEN YOU SHOULD NOT ACCEPT THEM OR CONTINUE TO PARTICIPATE.

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

### **GENERAL TERMS AND CONDITIONS:**

1. The Pujo’r suru Vodafone Aagomoni (hereinafter referred to as the “Offer”) is organized by Vodafone Mobile Services –Limited (hereinafter referred to as “Vodafone”) for its valid, Active and Eligible prepaid and postpaid Subscribers of Kolkata circle (hereinafter referred to as the “Subscribers”) subject to the terms and conditions mentioned herein.
2. Definitions:
  - a. “Subscriber” shall mean: (i) the rightful user of the Vodafone mobile connection who is either on prepaid or postpaid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone; In the event the user 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 Offer and accept the terms applicable herein.
  - b. “Valid Subscriber” means having valid subscription of Vodafone mobile telephony services as per Law.

- c. “Active Subscriber” shall mean the Subscriber who uses the Vodafone Subscriber Identity Module (“SIM”) on a regular basis for purposes other than to participate in the Contest or any other contests offered by Vodafone;
      - d. -“Eligible Subscriber” shall mean an Active and Valid Subscriber of Vodafone who must also satisfy the following criteria at the time of participation and during continuation of Offer:–
        - i. Subscriber must belong to Kolkata Circle of Vodafone;
        - ii. Subscriber must not have been subject of any criminal proceeding;
        - iii. Subscriber must not be of an unsound mind or under any legal disability e.g. minority, insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.
        - iv. Roaming subscribers, will be considered and charged as per regular tariff/plan
        - v. Subscriber has to creatively complete a line on Vodafone Aagomoni Pujo Tales on the URL [www.facebook.com](http://www.facebook.com) Zoo Zoo page, Or participate via SMS contest: SMS – Name <space> Vodafone Aagomoni Pujo Tale → 5040404 (Toll Free)
3. The Offer starts from 11<sup>th</sup> September ’17, 00:00:01 hours and shall be valid till 15<sup>th</sup> September ’17, 23:59:59 hours (both days inclusive) (hereinafter referred to as “Offer Period”).
4. Subscriber must adhere to the following conditions:
  - i. Subscriber shall only write the slogan him/herself.
  - ii. The Subscriber shall not put him/herself at risk (Any Defaming /Sharing of any personal details which may lead to any personal risk).
  - iii. The Subscriber shall avoid vulgarity in the slogan, posts, comments etc.
  - iv. The Subscriber shall not use profanity in his/ her slogan, posts, comments etc.
  - v. The Subscriber shall not depict any illegal activity or violence in the post/slogan.
  - vi. The Subscriber shall make no reference to alcohol, smoking, drugs, or anything objectionable in his/her slogan.
  - vii. The Subscriber shall not post a slogan in part or in whole that violates any other person’s privacy.
  - viii. The Subscriber shall not copy his/her post / slogan from any pre-existing work.
  - ix. The Subscriber shall not modify his/her slogan once uploaded on the URL.
  - x. The Subscriber shall avoid posting offensive comments about other participants.
  - xi. The Slogan posted by the Subscriber has to be public.
5. Top 300 winners shall be selected basis the quality of the slogan on the URL [www.facebook.com](http://www.facebook.com). during the Offer Period.
6. The winners will be gratified with:
  - Couple passes to Vodafone Aagomoni 2017 (Date: 18<sup>th</sup> Sep’17; Venue: Science City Auditorium, Kolkata; Time: 7:30pm onwards).

7. The slogans will be independently judged and reviewed by eminent judges to shortlist and select the top creative line.

8. Vodafone reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify the terms and conditions of this Offer or any part thereof at its sole discretion at any time as may be required in view of business exigencies and/or changes by / directions issued by any authority including by TRAI, Department of Telecom (DOT) and/or in view of any statutory changes and the same shall be binding on the participating Subscribers. If Vodafone modifies 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 Offer. Your continued participation in the Offer will constitute Your acceptance of the latest revised Terms and Conditions.

9. Vodafone reserves the right, at any time, to unconditionally disqualify a Subscriber who tampers with or who in any way abuses the process or terms and conditions of the Offer. Failure by Vodafone 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.

10. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Offer is a violation of laws and should such an attempt be made, Vodafone reserves the right to seek damages from any such Subscriber the fullest extent permitted by law.

11. Participation in this Offer implies acceptance of all the terms and conditions of this Offer. Acceptance of the gratification by the winner constitutes permission for Vodafone and its affiliates to click photographs of the winner and use the winner's name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

12. Vodafone shall not be responsible for any for any lost, late or misdirected network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and/or other conditions beyond its reasonable control.

13. The Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone. Vodafone shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

14. Winners shall be intimated by Vodafone directly. Vodafone shall not entertain any questions, correspondence, enquiries on the manner of conducting the Offer from any person, whatsoever.

15. Vodafone will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or damage to property, which is suffered or sustained in connection with or arising out of participation in this Offer.

16. Winner shall not be entitled to the gratification in the Offer, in case he/she fails to clear all outstanding dues payable to Vodafone and/ or is not an active Subscriber of Vodafone on the date of claiming the Offer. Only registered Vodafone prepaid and post paid Subscribers can be winners and not merely the players using such mobile numbers.

17. There shall be no roll-over of gratification in the Offer in case the Winner/s is/are not eligible. A Subscriber shall not be considered eligible if he/she does not conform to the terms and conditions as stipulated above.

18. By participating in the Offer, the Subscriber confirms and waives the applicability of rules and regulations of the National Do Not Call registry and agrees to receive promotional messages and alerts under the current Offer and upcoming offers from Vodafone, as it may in its sole and absolute discretion decide.

20. In case of any dispute or difference in respect of this Offer, the decision of Vodafone shall be final and binding on all concerned.

21. Under no circumstance shall Vodafone, or its affiliates, or their directors, employees, officers, agents or representatives, be liable to the participant and/or any third party for any loss of profits or loss of opportunity, incidental, indirect, consequential, special, exemplary or punitive damages whatsoever, even if they have been advised of the possibility of such damages.

22. Vodafone reserves its absolute right to cancel, change or modify or alter any of terms and conditions of the Offer, without notice, at any given time. The decision of Vodafone with regard to genuineness of any claim shall be final and binding and no claim / correspondence shall be entertained in this regard.

23. The offer cannot be combined with any other offers of Vodafone.

24. You agree that this Offer is being made purely on a “best endeavor” basis and participation of Eligible Subscribers is voluntary, and subject to acceptance of these Terms and Conditions. Participant agrees that participant has read, understood and voluntarily agreed to these terms and conditions.

25. You hereby irrevocably authorize Vodafone, that the data related to the Offer gathered during and/or after the Offer Period in respect of the Subscribers (including name and photograph etc.) shall be used by Vodafone in its communications including marketing promotions and advertisements along with/without Vodafone’s brand.

26. You agree that apart from the benefits available under the offer, the participating Subscribers will have no other rights or claims against Vodafone, unless otherwise expressly provided hereunder.

27. You agree that Vodafone and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any participating Subscriber in respect of the Offer.

These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Kolkata.