

## TERMS AND CONDITIONS OF VODAFONE SPORTS BONANZA COMPETITION

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “**VODAFONE SPORTS BONANZA COMPETITION**”. BY PROCEEDING WITH PLAYING **VODAFONE SPORTS BONANZA 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 **VODAFONE SPORTS BONANZA COMPETITION**.

### Terms and Conditions:

1. This **VODAFONE SPORTS BONANZA COMPETITION** (hereinafter referred to as the “**Competition**”) is an optional Competition, conceptualized, organized and conducted by Kontakt Tech Solutions India Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at –161, Oshiwara Industrial Centre Off Link Road, Goregaon (W), Mumbai – 400104, India (hereinafter referred to as “**Contact**” or “**Organizer**”), for enabling Active<sup>1</sup> Subscribers who use Vodafone India Subscriber Identity Module (“**SIM**”) on a regular basis for purposes other than to participate in the Competition, pre-paid and post-paid category of Subscriber(s)<sup>2</sup> who are the rightful user of Vodafone India connection, in whose name the mobile phone connection number (MSISDN) is registered with Vodafone India (hereinafter “**Subscriber(s)**”) as specified in Circles stated in Clause 2 herein, of either Vodafone India Limited or Vodafone Mobile Services Limited, (hereinafter individually or collectively referred to as “**Vodafone India**”) to participate in the Competition. In the event the MSISDN 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 Competition, receive the prizes and accept the Terms and Conditions applicable for the Competition. The Competition is open to Subscribers and is launched as part of the **Sports Pack** during the period from **3<sup>rd</sup> April 2018 00:30:00 hrs to 1<sup>st</sup> July 2018 23:30:00 hrs**, both days inclusive (hereinafter referred to as the “**Competition Period**”). Organizer reserves the right to extend or shorten the Competition Period, as it deems fit, from time to time.
2. The Competition is valid for all Active Subscribers subject to eligibility conditions as set forth in Clause 8 below, belonging to the following Vodafone India telecom circle(s) of ANDHRA PRADESH, KERALA, CHENNAI AND TAMIL NADU, ASSAM, NORTH EAST, BIHAR, ORISSA, DELHI, HARYANA, JAMMU & KASHMIR, PUNJAB, HIMACHAL PRADESH, GUJARAT, KARNATAKA, KOLKATA, REST OF BENGAL, MUMBAI, MADHYA PRADESH, RAJASTHAN,

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<sup>1</sup>An 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 under this Competition or any other competitions offered by the Organizer and Vodafone India, jointly.

<sup>2</sup>Subscriber shall mean the rightful user of the Vodafone 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 Competition, receive the prizes and accept the terms applicable for the Competition.

MAHARASHTRA, UTTAR PRADESH EAST, UTTAR PRADESH WEST (“**Circle (s)**”) and who have successfully activated Sports pay per use Pack (hereinafter referred to as “**Sports Pack Member(s)**”) by following the activation process mentioned hereunder. 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. No further notice shall be given by the Organizer or Vodafone India, in this regard. The Competition will be available in English on USSD.

3. A Subscriber by participating in the Competition, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the procedure for winner selection of the Competition as set out herein, and any appropriate changes that may be made to this Competition by the Organizer including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Vodafone India or the Organizer, their affiliates and associates or for any reason whatsoever.
4. For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a Sports Pack Member and the terms and conditions of the VODAFONE SPORTS BONANZA Competition shall be deemed to be incorporated herein.
5. Please note that participating or playing this Competition is optional for the Sports Pack Members, however, from the date of commencement of this Competition till the end of the Competition or un-subscription from the Sports Pack, whichever is earlier, the Sports Pack Members will be charged in accordance with these Terms and Conditions.
6. Also, by participating in this Competition, You:
  - Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
  - Warrant the accuracy, truthfulness and currency of all information that You may have submitted;
  - Agree that You are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between You and Vodafone India or between You and the Organizer and You are acting voluntarily, using Your own time and resources to participate in the Competition, solely at Your own risk;
  - Warrant that prior to playing the Competition, it shall be deemed that You have read, understood and have agreed to be bound by the Terms and Conditions herein and the terms and conditions under Sports Pack; and
  - Confirm and undertake that You will make an informed choice regarding the option to play through USSD and after understanding the implications of the same.
7. Participation in the Competition will be construed as an acknowledgement and acceptance of the Terms and Conditions of the Competition by You as set out herein.

## 8. Procedure and eligibility to participate in the Competition

- 8A. This Competition is valid for Subscribers who fulfil the following criteria:
- He/she must be of at least 18 years of age;
  - He/she must be a resident of India;
  - He/she must be an Active Subscriber of Vodafone India;
  - He/she must be a Sports Pack Member;
  - He/she must belong to any of the Circles mentioned above;
  - For Prepaid Subscribers – Subscribers must have the minimum requisite balance of Rs. 5 per day, for each day of the Competition Period, and should be active on Sports Pay per use Pack to be eligible to participate in this Competition on that day;
  - He/she must not be of an unsound mind; and
  - He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
  - He/she must not be disbarred or restricted to travel within India;
  - He/she must not be a subject of any criminal proceedings or pending court litigation within the territory of India
- 8B. Further, the Sports Pack Members who participate in the Competition are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition and 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 he/she is the Subscriber of the mobile number, the Organizer reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

## 9. Activation of Sports Pack

- Vodafone India Subscriber(s) may activate the service on a cellular phone, by dialing 123119 or \*123\*50# and then by giving confirmation to the consent message.
- Through USSD, he/she will receive an acknowledgement on his/her number registered with Vodafone India telling him/her that his/her request has been received and now you can play the competition.
- Once the Subscriber is successfully activated to the Sports Pack , he/she will get USSD FLASH on his/her number registered with Vodafone India informing him/her about the current Competition, prizes to be won and how to play current Competition.
- The other relevant steps and terms and conditions involved for each Competition under the Sports Pack will be communicated to the sports Pack Members through a USSD FLASH on his/her number registered with Vodafone India, at time of activation.
- All Sports Pack Members will, subject to the Terms and Conditions of the Competition, be automatically eligible to play all Competitions launched as part of Sports Pack, as will be detailed in the terms and conditions of that respective competition.
- As this service is on pay per use model hence this will get auto deactivated post validity.

- Activation will be open only in the herein mentioned Circles of Vodafone India.
- All Sports Pack Members will be charged Rs. 30/- or Rs. 25/- or Rs. 20/- or Rs. 15/- or Rs. 10/- or Rs. 5/- for 6, 5, 4, 3, 2, 1 days respectively, depending on the balance available on his/her number registered with Vodafone India on all Competition days, irrespective of whether they play the Competition or not, once they have activated to Sports Pack to play the current Competition unless the pricing has been revised for a particular competition or for all further competitions, in which case the price revision will be communicated in advance.
- All Sports Pack Members will be eligible to play and win the prizes offered in competition subject to being successfully charged for the relevant competition, as will be detailed in the terms and conditions of that respective competition. These prizes may vary from one competition to the next.
- A Subscriber can activate and gets deactivated to Sports Pack multiple times- i.e. if he/she gets deactivated from Sports Pack, he/she can activate again, at any time, if he/she wishes to do so during the validity of Competition.

#### **10. Charging:**

- All Sports Pack Members from the 1st day of the Competition will be charged Rs. 30/- or Rs. 25/- or Rs. 20/- or Rs. 15/- or Rs. 10/- or Rs. 5/- for 6, 5, 4, 3, 2, 1 days respectively, depending on the balance available on his/her number registered with Vodafone India at time of activation.
- Once charged, the amount will not be refunded to Sports Pack Members under any circumstances.
- A Sports Pack Member will be allowed to play the Competition only after being charged for the day. If user gets deactivated post its validity then he has to activate the pack again.
- If the charging is successful, Sports Pack Member will get a confirmation USSD FLASH on his/her number registered with Vodafone India, along with the rules, prizes to be won, and the USSD short code which user has to dial to participate in the Competition.
- If the charging is not successful, then the Sports Pack Member will get an FLASH on his/her number registered with Vodafone India informing him/her about his/her unsuccessful charging. Answers/Days for which the charging has not been successful shall be disregarded for the purpose of Winner selection.
- All Sports Pack Members will be charged from the first day of the Competition, or the day he/she activates to the Sports Pack, as the case may be, till the end of the Competition, or the day till he/she gets deactivated from the Sports Pack, whichever happens first, irrespective of whether she/he plays the Competition or not.

## **11. Competition Flow**

The following completion flow is applicable on Sports Pack Member playing via USSD mode:

- Competition will be available on the USSD short code \*008# for all Sports Pack Members.
- Sports Pack Members can play maximum of 5 questions in a day
- The Competition consists of a total of 450 questions, with 3 answer options each.
- The questions under the Competition shall be based on information available to public at large.
- All questions are in multiple choice format and the answer to each must be selected from one of the 3 options only.
- For every right answer the Sports Pack Member will get 1 point. There is no negative marking for a wrong answer.
- Irrespective of whether or not the Sports Pack Member has answered all 5 or less questions on a particular day during the Competition Period when he/she plays on the next day, he/she will be played the first question of that day.
- All Sports Pack Members can play only up to 5 questions a day. There will be a fresh set of 5 questions from each set every day.
- A Sports Pack Member will be played the questions one after the other till he/she finishes answering all the questions for each day.
- There will be a black-out time for the Competition every day between 11:30 PM and 12:30 AM of the next day. During this time, the Sports Pack Members will not be allowed to play the Competition.
- Once the Sports Pack Member has answered all the questions for the day, he/she cannot answer the questions again.
- The points scored by the Sports Pack Member in a day will not get carried over to the next day. His/her score will be reset at zero at the start of each day. The selection for the Winner for Daily Prizes will be based only on the points scored by a Sports Pack Member on each day.
- After every answer, the Sports Pack Member will receive his/her updated score and given the next question and answer options.

## **12. Competition on USSD**

- All Sports Pack Members can play the Competition by dialing \*008# only after being charged for the day.
- After dialing the USSD short code user will get a multiple choice question. Sports Pack Member has to reply with option.

- The time taken for answering a question through the “USSD” mode is calculated from the time the question is pushed to the Sports Pack Member, till the time the answer is received by Kontakt’s system. Maximum time limit to answer a question would be 30 seconds. Kontakt and Vodafone India does not have any control over delays resulting in the intermediate systems including but not limited to internet connectivity which may or may not be due to technical snags, network failure or system failure or errors, but which are likely to result in delay in the time taken to send/receive the response and hence the time recorded for answering the question.
- If a Sports Pack Member stops playing the Competition after answering the nth question then when he/she again starts playing on the same day, he/she will get the (n+1)th question. If the Sports Pack Member does not receive the (n+1)th question, for any reason whatsoever, then he/she can continue playing either by dialling USSD short code on the same day, to receive the next question. For Ex: IF session gets disconnect after receiving 2<sup>nd</sup> question on mobile and before replying with option then on dialling next time user will receive 3<sup>rd</sup> question on his mobile.

### **13. Prizes and Winner Selection Process:**

#### **Grand Prize:-**

The selection for the Grand Prize will be conducted at the end of the Competition. One MSISDN across all Circle with the maximum cumulative score in the least amount of time during the Competition will be selected as the Winner of Maruti Suzuki Ciaz Delta 1.4 MT car and ‘Meet & Greet with Ajinkya Rahane & Dinesh Karthik’. Winner will get a chance to have a photo with both celebrities.

Single To & Fro Economy class Flight Ticket to Venue from the place that is nearest airport of Winner’s Circle) along with 1 day accommodation (Boarding and lodging in 3star/4star hotel) at **Venue’s city** for the Winner. The ticket and accommodation would be purely at the discretion of the Organizer and the Winner will have no right or say in the same. The Winner of the Grand Prize agree and acknowledge that any expenses or costs borne by the Winner for the purposes of travelling to the airport for the purposes of availing the Grand Prize as mentioned herein; or any other expense or cost incurred in the venue city apart from the boarding and lodging provided by the Organizer shall be the sole responsibility of the Winner and no claim for the same shall be made by the Winner against the Organizer .or Vodafone India

#### **Second Prize:-**

The selection for the Second Prize will be conducted at the end of the Competition. One (1) MSISDN across all Circle with the second highest cumulative score in the least amount of time during the Competition will be selected as the Winner of One Royal Enfield Bullet Classic 350, Gun Metal and ‘Meet & Greet with Ajinkya Rahane & Dinesh Karthik’. Winner will get a chance to have a photo with both celebrities.

#### **Third Prize:-**

The selection for the Third Prize will be conducted at the end of the Competition. One (1) MSISDN across all Circle with the third highest cumulative score in the least amount of time during the Competition will be selected as the Winner of One iPhone X 256 GB and ‘Meet & Greet with Ajinkya Rahane & Dinesh Karthik’. Winner will get a chance to have a photo with both celebrities.

**Fourth Prize:-**

The selection for the Fourth Prize will be conducted at the end of the Competition. One (1) MSISDN across all Circle with the fourth highest cumulative score in the least amount of time during the Competition will be selected as the Winner of One Oneplus 5t 128GB mobile.

**Daily Prize:-**

**Daily Prize:** The Daily Prize Winners will be selected each day basis the highest score achieved by in each Circle/grouped circle. The Daily Prize Winners would be selected based on the maximum correct answer given in a set time period. Such Daily Prize Winners shall get a Recharge\* or credit worth Rs. 100/- as prize. Daily Recharge prize is applicable only for both prepaid & postpaid subscribers. Daily Recharge Winners will get recharge in 2-3 days working day whereas postpaid subscribers will get bill credit worth Rs.100 and Organizer will do/arrange online recharge for Winners.

**Winner Selection Process**

In the selection of the Grand Prize, Second Prize, Third Prize, Fourth Prize and the Daily Prize, the score and time taken and age on service is the crucial factor. Subscriber with maximum correct answer in least time will be declared as Winner.

The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Competition will be witnessed by an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Winners, certify such process.

In the selection of the Grand Prize, Second Prize, Third Prize, Fourth Prize and Daily Prize, in case of a tie in the score and time taken, 1 round of tie-breaker will be conducted for all the tied MSISDNs on USSD. 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 5 questions, and there is a tie in this, then, the time taken for an MSISDN to answer 5-1=4 questions will be considered. In case of a tie in this, then the time taken to answer 4-1=3 questions, and so on will be considered. In the selection of the Daily Prize, in case of a tie in the score and time taken, the selection will be done by independently arriving on a particular MSISDNs and the recharge will be credited to the Subscriber of that MSISDN.

14. To be eligible to claim the prizes under the Competition, the winning MSISDNs have to be Active Subscribers of Vodafone India at the time of the Winner announcement.
15. The list of Winners of all prizes except Daily Prizes will be announced after the end of the Competition and after all the Winner selection processes are completed. These Terms and Conditions shall be available on the Website of \_Vodafone. The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself updated and informed.
16. All prizes will be given after deducting/receiving various taxes, license fees and charges as applicable.

17. All decisions of the Organizer in respect of all transactions under this Competition, including without limitation the selection of Winners as certified by the Independent Auditor and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
18. All prizes offered in this Competition are subject to availability. The Organizer reserves the right to provide alternate models or brands or colors of the same value or a lesser value which is close to the original value, for any of the prizes won, at its sole discretion.
19. With regard to the vehicles mentioned in the Grand Prize, a Winner will be eligible for the ex-showroom price of such vehicles only. The Winner eligible for such prize will be liable to pay all applicable charges over and above the ex-showroom price of the respective vehicles as applicable, which shall include but not be limited to applicable taxes, levies, charges on the additional parts opted by the Winner to be purchased along with the afore-mentioned gratifications or any other costs or charges which may be levied by the Central, State or Municipal authority or government or any other liabilities related to the respective vehicles.
20. In case the specified model, type of vehicle offered in this Competition is discontinued or not available during or after the Competition, the Organizer's 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 prize 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 prize 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.
21. In case, Organiser fail to arrange meet and greet with mentioned celebrity then Organiser will arrange meet & greet with any other known cricket celebrity who is playing or has played in Indian Cricket team or Grand Prize Winner will be compensated with cash prize of Rs. 100000/- (One Lakh rupees.)
22. After the selection and validation of the Winners of all the prizes 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 prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein(subject to change), i.e., 022-28811500/ 022-28811503. The Organizer and Vodafone India 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 prizes ("**Intimation**"). The prizes must be claimed by the Winners within thirty (30) days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer under the respective categories under the Competition. The prizes offered under the Competition may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to



completion of the Competition. In the event no special event is being conducted by the Organizer, the Winners shall be required to provide their address to which the prizes may be sent by the Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by the Organizer or Vodafone India for playing the Competition. 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 the Organizer or Vodafone India 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 three (3) days from the date of Intimation or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.

23. Without prejudice to the foregoing Clause 18, any failure on the part of the Winner under this Competition to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and the same prize will be given to the next eligible Winner, which shall in the case of Grand Prize Winners, be limited to up to 3 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number (“PAN”) of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Competition and the prize shall not be transferable and no request shall be entertained by the Organizer and Vodafone India 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 the Organizer, the Winners shall collect them from the place specified by the Organizer.
24. Sports Pack Members may directly contact Kontakt at 0228811500 regarding any queries / complaints pertaining to the Competition between 11 AM and 6 PM on all working days from Monday to Friday. Alternatively, the Sports Pack Members can send an email to [va.support@kontakt.co.in](mailto:va.support@kontakt.co.in) which will be answered on working days, between Monday to Friday. All disputes must be addressed by the Sports Pack Member in writing to Kontakt directly and Vodafone India shall not entertain any communication in this regard.
25. By entering the 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 including without limitation daily updates of Your score and such other updates of the current Competition, promotional updates on the competition/s as may be active for participation during the Competition Period. Also, the Sports Pack Members may receive promotional updates from and at the sole discretion of the Organizer, of the upcoming competition/s for thirty (30) days from the date of commencement of such upcoming contest/competition.
26. Organizer, Vodafone India and their affiliates shall be entitled to use, in any manner, the details of the Sports Pack Members including the Information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Competition, all Sports Pack Members hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of the selected Sports Pack Members to other Sports Pack Winners, unless expressly mentioned herein.
27. Prize(s) shall not be transferable. Cash alternative for the prizes above maybe given at the sole discretion of the Organizer. Mere participation in the Competition shall not entitle a

Sports Pack Member to the prize. No other person or agent can claim the prize on behalf of the Sports Pack Member unless otherwise expressly mentioned herein.

28. A Sports Pack Member shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in Clause 27 herein.
29. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. 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):
- a. Identity Proof;
  - b. Address Proof;
  - c. Photocopy of PAN Card;
  - d. In case of Winner holding a post-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], self-attested copy of the latest bill issued by the operator in respect of the Vodafone India number registered with the Organizer under the Sports Pack; and
  - e. In case of Winner holding a pre-paid connection of Vodafone India number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], an affidavit in the format provided by the Organizer, declaring that the Winner is the rightful user of the Vodafone India number and the same is registered with the operator in the name of the Winner. Only registered Vodafone India Subscribers of the winning mobile phone number can be Winners and not merely the players using such mobile numbers.
30. Any prize 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 prize/s shall be paid by the Winner at the prevailing rate. 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 Winner, at the sole discretion of the Organizer.
- \*\*Sports Pack Member earning prizes equal to or in excess of INR 10,000 in a year in aggregate from all competitions / offers conducted by Kontakt Tech Solutions as one of the organizers irrespective of the operator or other organizers will be subject to TDS under the Income Tax Act, 1961.
31. Kontakt reserve the right to forfeit the prizes under the following circumstances:
- (a) If documents as mentioned herein are not submitted within 30 days
  - (b) If TDS (if applicable) not submitted within 20 days.
  - (c) If documents provided are found to be inaccurate/misleading

- (d) If Winner is unwilling to claim/accept the prize.
  - (e) If the Winner is not reachable over phone after trying 3 times.
  - (f) If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number. Any failure on the part of the Winner to comply with directions issued by Kontakt for claim of prize shall entitle Kontakt to forfeit the prize(s) or roll the prize over to the next eligible Winner, at their sole discretion.
32. Organizer and Vodafone India are not liable for any direct/indirect costs or expenses in relation to the Competition which are to be borne by the Sports Pack Member personally, including without any limitation the costs of collecting prizes or applicable taxes to be borne by the Sports Pack Members entitled to any prize. Organizer agrees that Vodafone India does not have any liability or responsibility with respect to any information furnished by a Subscriber to Organizer.
33. The Sports Pack Members shall not have the right to claim any damages, loss or costs from the Organizer and Vodafone India for delay in delivery of the prize(s) on any grounds whatsoever. Vodafone India and/or Kontakt are neither responsible nor guarantee the quality of the goods or services being offered as prizes nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Sports Pack Members under this Competition.
34. Organizer and Vodafone India are not liable for any loss or damage of any nature whatsoever if incurred by the Sports Pack Members in connection with the Competition.
35. Notwithstanding any other provisions under these Terms and Conditions herein, the Organizer and Vodafone India may at any time introduce additional prizes in this Competition.
36. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organizer and Vodafone India including, but not limited to, meeting of the Sports Pack Member's requirements or aspirations, timeliness, security, any delay in receiving or sending a question/answer during the Competition Period or delay in time recorded or taken for answering a question through USSD mode, the results or reliability of the Competition, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Competition or any transactions effected through the Competition; (b) The Sports Pack Member expressly agrees that his/her participation in the Competition offered by the Organizer is at the Sports Pack Member's 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 the Competition shall be construed to mean the giving of any warranty of any kind by the Organizer or Vodafone India.
37. The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) and on production of all

such documents/papers as may be required by the Organizer under Clause 27 before accepting the delivery of the prize. Any failure on the part of the Winners to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s).

38. The prizes shall be handed over by the Organizer on receipt of all the documents, from the Winners, required to process the distribution of the prize/s.
39. In all competitions launched by Organizer and Vodafone India jointly ("**Vodafone Competition(s)**") for the financial year 2018-19, one individual Winner, irrespective of the number of mobile connections registered in his/her name with Vodafone India, is entitled to win only one Grand prize in any competition organised by Organiser in one financial year.
40. This offer under this Competition cannot be used in conjunction with any alternative offer or promotion of a similar nature.
41. 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 Vodafone India and/or Kontakt ("**Force Majeure Event**"). Neither Kontakt nor Vodafone India shall be liable for any delay or adverse effect caused to Sports Pack or this Competition as a result of a Force Majeure Event. Kontakt and/ or Vodafone India shall intimate the suspension of Sports Pack or the Competition caused as a result of such Force Majeure Event to the Sports Pack Members.
42. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
43. This Competition is 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.
44. Questions and their answers are designed/sourced by Kontakt, 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 Kontakt, Vodafone India nor any third party involved shall be liable towards any Sports Pack Member in any manner.
45. Neither Vodafone India nor Kontakt shall be responsible for any claims arising out of technical failures before, during or after the completion of the Competition including but not limited to any technical failures in the telephone lines, delay in receiving or sending an SMS during the Competition Period or delay in time recorded or taken for answering a question through USSD mode, any action that has been initiated, actioned or completed through the Sports Pack Members mobile phone, failure of servers or the failure to provide the correct Competition score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, Vodafone India and /or Kontakt shall not be responsible

for any claims arising out of any failure(s) which is beyond the reasonable control of Kontakt or Vodafone India.

46. Organizer, Vodafone India nor any of their group entities or affiliates, their respective directors, officers, 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 Sports Pack Member and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Competition.
47. Organizer and Vodafone India reserve 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 prizes at their sole discretion at any time 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 Sports Pack Members 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 Sports Pack and any other services offered on and/or through Sports Pack. Your continued activation to Sports Pack and/ or participation in the Competition will constitute your acceptance of the latest revised Terms and Conditions.
48. The Sports Pack Members shall indemnify and keep indemnified Vodafone India and Kontakt and their officers, directors, employees, customers, affiliates 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 Kontakt or Vodafone India may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Sports Pack Members under the Terms and Conditions, any failure by the Sports Pack Member participating in the Competition to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone India and Kontakt shall have the right to defend themselves, pursuant to this Clause, at the cost of the Sports Pack Member. The Organizer, Vodafone India or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any third party, whether in connection with the Sports Pack Members or the Competition.
49. The employees, agents, associates, distributors or dealers of the Organizer or Vodafone India shall not be eligible to win any of the prizes offered in the Competition.
50. Vodafone India and Organizer may assign any or all of their rights under these Terms and Conditions to their respective affiliates or any third party without consent of the Sports Pack Members.
51. The Organizer and/or Vodafone India reserve the right, at any time, to unconditionally disqualify any Sports Pack Member who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by the Organizer or Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights.

52. Any attempt by a Sports Pack Member to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, the Organizer and/or Vodafone India reserve the right to seek damages from any such Sports Pack Member to the fullest extent permitted by law.
53. Organizer and Vodafone India does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Sports Pack Members.
54. Organizer, Vodafone India and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Sports Pack Member in respect of the Competition.
55. You, the Sports Pack Member, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Competition shall remain, at all times, owned by Kontakt, Vodafone India or its respective owners. All material and content contained in this Website, WAP Link 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.
56. Any Sports Pack Member providing any incorrect information, concealing or withholding any information from the Organizer with intent to participate and/or win the Competition will automatically be disqualified from participating in it and winning the different categories of prizes. 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 Sports Pack Member, shall entitle the Organizer to disqualify him/her without any further intimation.
57. The Winners shall not be entitled to their respective prize, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an Active Subscriber of Vodafone India on the date of claiming the prize/s.
58. The Sports Pack Members hereby agree and undertake not to hold Vodafone India, Kontakt 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 indirect 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 Competition.
59. Nothing in the Competition shall affect any intellectual property rights of the Organizer or Vodafone India or any of its affiliates in any product or service made available on the Website.
60. Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone India

and/or Kontakt, unless otherwise expressly mentioned herein. In event of the death of the Winner, the prize if any may be awarded by Kontakt to the legal heirs/successors of the deceased Winner at sole discretion of Kontakt. Kontakt shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors as it deems fit

61. By participating in the Competition, the Sports Pack Members consent to the following information relating to them to be exchanged between Vodafone India, Kontakt and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer may deem fit, for the purpose of Winner announcement: name, mobile phone number, score and/or photograph. The Sports Pack Members also consent to the information being shared by Kontakt with its affiliates and service providers and to the information being processed and stored in the servers of Kontakt or its service providers, inside or outside India.
62. The Sports Pack Members and Winners hereby irrevocably authorize Vodafone India, that the data gathered during and/or after the Competition in respect of the Sports Pack Members (including Sports Pack Member name and photograph etc.) shall be used by Vodafone India and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone India's brand.
63. The Winner's name will be announced as registered in the system of Vodafone India.
64. The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Vodafone India and / or is not an Active Subscriber of Vodafone India on the date of claiming the prize/s.
65. This Competition may contain factual references to the names of certain companies, products and individuals. The Organizer and Vodafone India make no representation of having a business relationships or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
66. The provisions of this service, the Competition and any other promotional endeavor may not be used for any commercial purpose by any Sports Pack Member.
67. These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to arbitration, at the request of either of the parties upon written notice to that effect to the other. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, by a sole arbitrator, to be appointed by Vodafone India. The decision of the sole arbitrator shall be final and binding on the parties. All proceedings of such arbitration shall be in the English language. The venue of arbitration shall be Mumbai. Subject to the foregoing, any disputes or any matter arising here from shall be subject to the exclusive jurisdiction of the courts at Mumbai.
68. In case of any of the contest question having wrong answer in the application and if same is being noticed by Organizer or any participant then each participants will be given 1 point for that particular question.

69. "Force Majeure Event" - Celebrity's obligations are subject to detention or prevention by sickness , inability to perform, accident, failure or delay of means of transportation which includes any act of public authority, government regulation of other force major occurrence, fire, earthquake, flood, epidemic, civil disturbance, war, civil commotion, acts of God and any other cause(s) similar or dissimilar not within the control of any of the Parties which is acceptable to the Parties which celebrity may be rendered up to the time of the inability to perform by reason of such sickness or force major occurrence.
70. You recognize and acknowledge that celebrity is bound by the applicable rules and regulations of the ICC, BCCI, IPL Governing Council, the IPL Team and the State Association. Accordingly, the performance by celebrity, of his obligations under these Terms and Conditions shall at all times be subject to any of his obligations, specified under the rules and regulations of the ICC, BCCI, IPL Governing Council, the IPL Team and the State Association or any agreements that he may enter into with any of these bodies from time to time, and that the provisions of these Terms and Conditions shall be subject to any such rules, regulations and/or agreements. As per ICC, BCCI, IPL Governing Council, the IPL team and the State Association, in the event a players Engagement/s for a company which is a competitor of any of the sponsor of ICC/BCCI/State Association, in such an event the competitor of the sponsor may not be allowed to exercise any of its rights granted under these Terms and Conditions if such a regulation is passed by ICC/BCCI/State Association. Also if any law or regulation of ICC/BCCI/State Association prohibits the performance of celebrity's obligation under these Terms and Conditions, requirements of ICC/BCCI/State Association shall be given priority in any matter whatsoever.