

TERMS & CONDITIONS FOR VODAFONE ROCK ON 2 MEMORABILIA CONTEST

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FOR THE PURPOSES OF THESE TERMS AND CONDITIONS, WHEREVER THE CONTEXT SO REQUIRES "YOU" OR "YOUR" SHALL MEAN ANY NATURAL PERSON WHO IS A VALID AND ACTIVE VODAFONE U SUBSCRIBER.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO THE ACTIVE VODAFONE U SUBSCRIBERS INTENDING TO PARTICIPATE IN **VODAFONE ROCK ON 2 MEMORABILIA CONTEST**. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN **VODAFONE ROCK ON 2 MEMORABILIA CONTEST**. BY PARTICIPATING IN THIS CONTEST 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 THIS CONTEST.

Terms and Conditions:

- 1.** Vodafone Rock On 2 memorabilia contest (hereinafter referred to as the "Contest") is conceptualized, organized and hosted by Vodafone India Limited having its registered office at Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai –400 013 and Vodafone Mobile Services Limited having its registered office at C-48, Okhla Industrial Area, Phase-II, New Delhi – 110 020 (hereinafter collectively referred to as "Organizer/Vodafone India").
- 2.** This contest may allow the eligible participants to have a chance to win one of the movie memorabilia of the movie Rock On 2. The contest will be run PAN India.
- 3.** 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 Vodafone India. In the event the number / connection is registered in the name of a company/ firm, Subscriber shall mean the employee who is authorized to use the connection, in the absence of any instruction in writing to the contrary by the employer. An Active Subscriber of Vodafone shall mean a Subscriber who uses Vodafone Subscriber Identity Module ("SIM") on a regular basis;
- 4.** The Contest is open for participation for all eligible Vodafone U Subscribers of Vodafone India Limited and Vodafone Mobile Services Limited (hereinafter collectively referred to as "Vodafone India").
- 5.** By participating in the Contest during the Contest Period, the eligible Vodafone U Subscriber ("Participant" / "You") hereby acknowledge that you have read,

understood, accepted and agreed to be bound by the full set of Terms & Conditions set forth herein. If you do not agree to these Terms & Conditions, then you have no right to participate in or avail the Contest and you should not participate in or avail the Contest.

6. You as an Eligible Participant of this Contest would ensure that there wouldn't be any misuse of this Contest. For availing this Contest, You agree to follow the modes as stated in point 9 below and abide by the norms as is mentioned on the official interface and as further stated herein. You may use this Contest only as permitted by law and during Your use of the Contest You are prohibited from any UNLAWFUL, HARASSING, LIBELOUS, OFFENSIVE OR VULGAR behavior. You are not allowed to insult or harm any person or organization, religion or community through this Contest.

7. Eligibility: This Contest is open for all Participants who are Vodafone India prepaid Subscribers fulfilling the following criteria at the time of participation and during continuation of Contest:

- a. Participant must be an Active Vodafone U Subscriber on the Vodafone India network;
- b. Participant must be above the age of 18 years as on April 1, 2016.
- c. Participant must not have been subject of any criminal proceeding;
- d. Participant must not - be of an unsound mind; and
- e. Participant must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.
- f. Participants who are roaming outside their home Circle will not be barred from participating in the Contest. The Contest is not applicable in case the Subscriber is not latched onto the Vodafone India network whether in the home network or while roaming within India.
- g. Participant must not have any outstanding dues payable to VODAFONE INDIA on account of the mobile connection;
- h. If, in any State and/or territory or part thereof, the running of this Contest is prohibited as per local rules or laws, the Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Contest. No further notice shall be given by the Vodafone India in this regard.

8. **Validity Period for the contest:**

The Contest is open for participation from 15th Nov 2016 till 30th Nov 2016

9. **Details of the contest:** An Eligible Subscriber may participate in the Contest and get a chance to win one of the movie memorabilia by –

- a. Any Vodafone U subscriber across the country needs to take part in a contest & follow the below steps:

- i. Download MVA
 - ii. Access with the U number (Recharge with Vodafone U)
 - iii. Click on the Rock On card in the Homepage
 - iv. Fill the mandatory field with his/her personal information
 - v. Fill in the slogan "I should totally win this because"
- b. By participating in the Contest, the Participant gives his/her irrevocable consent to the process of selecting the Winners (defined below). Without prejudice to the foregoing, the Participants shall not hold the Organizer, or Vodafone India liable for the Winner selection process under this Competition.
 - c. Winners would get a chance to win movie merchandise basis of the best slogan "I should totally win this because.....". All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent External agency appointed by the Organizer and decision of Independent External agency shall be final and binding on the Participants.
 - d. The announcement of the winners will happen on our Facebook page and through SMS. All the participants will know if they are the winner or the activity or not within 5 days after the conclusion of the contest.
 - e. The Participants will not post any obscene or vulgar slogan and shall not put him/herself at risk (Any Defaming /Sharing of any personal details which may lead to any personal risk).
 - f. The Participant shall make no reference to alcohol, smoking, drugs, or anything objectionable in his/her slogan.

10. Contest Description:

- a. Movie collaterals:

All the customers are responsible of their personal information given in the contest page. The Organizer is not responsible in case the address is not correct or the information provided are wrong. All the memorabilia will be sent to the customer from an external agency and Vodafone India is not responsible for damage, delay or any other problem related to the delivery of the movie memorabilia.

11. Modification:

- a. VODAFONE INDIA reserves the right, at their sole discretion, to modify, discontinue or terminate the contest or to modify these Terms and Conditions, at any time and without prior notice. VODAFONE INDIA reserves the right to change, suspend, remove, or disable access to the contest at any time without notice. In no event shall VODAFONE INDIA be liable for the removal of or disabling of access to the contest. VODAFONE INDIA may also impose limits on the use of or access to the contest, in any case and without

notice or liability. If Vodafone modifies these Terms, the modified terms will be posted on www.vodafone.in/u. 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 contest. Your continued participation in the contest will constitute Your acceptance of the latest revised Terms and Conditions. VODAFONE INDIA shall not be liable to You or to any third party for any modification, price change, suspension or discontinuance of the contest.

- b. You further acknowledge and agree that the name and image of the winning Participant may be published on the Vodafone India website, Vodafone U website or on VODAFONE U's digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by VODAFONE INDIA. By agreeing to participate in this contest You agree to allow Vodafone India to use your name and image (GIF and other formats) in a manner which Vodafone India may consider beneficial to its interests. The Participant shall be individually contacted on the respective Vodafone Number as per VODAFONE INDIA's record (the Vodafone U number registered in the name of the Participant). To the extent you choose to avail this Contest you do so at your own initiative and risk, and You are responsible for compliance with any applicable laws, including but not limited to applicable local laws

12. Service Suspension: VODAFONE INDIA reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify these Terms & Conditions of the contest or any part thereof 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 and/or any changes in entitlements to Vodafone India from the Rock On 2 organizers and the same shall be binding on the Eligible Subscribers availing this contest.

13. Disclaimer and No Warranty: Your access to and use of the Contest is at your own risk. THE CONTEST IS PROVIDED ON "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VODAFONE INDIA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Specifically, VODAFONE INDIA:

- (i) will have no responsibility for any harm to any devices, including but not limited to Your wireless device, or other loss of data, or other harm that results from your access to or use of the Contest; or (ii) makes no warranty that the Contest will meet your requirements or be available on an uninterrupted, secure, or error-free basis, or that data transmitted will be secure from unauthorized access; or (iii) any delivery,

failures relating to the sending or receiving SMS; or (iv) any SPAM generated messages as result of Eligible Subscriber accessing the Website; or (v) Organizer/s not receiving or rejecting an entry or slogan; or (vi) any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons; or (vii) other conditions/situations or failures beyond its control. You agree to use the Contest only where permitted by law. This Contest 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. You agree that apart from the benefits available under the Contest, the participating Subscribers will have no other rights or claims against Vodafone India, unless otherwise expressly provided hereunder.

14. Limitation of Liability:

- a. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE CONTEST REMAINS WITH YOU. NEITHER VODAFONE INDIA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT (“PROVIDERS”) WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR USE OF OR INABILITY TO USE THE CONTEST, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VODAFONE INDIA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VODAFONE INDIA NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VODAFONE INDIA NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE CONTEST. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE CONTEST, OR WITH ANY OF THESE TERMS, OR FEEL VODAFONE INDIA HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR PARTICIPATION IN THE CONTEST.

b. IN NO EVENT WILL VODAFONE INDIA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE CONTEST EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VODAFONE INDIA FOR USE OF SUCH CONTEST IN THE TWELVE (12) MONTH TIME PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE ALLEGED CLAIM OR ONE THOUSAND RUPEES (RS 1000). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VODAFONE INDIA AND YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT VODAFONE INDIA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

- 15. Disqualifications:** Any of the winners can be considered as disqualified for the Rewards & Benefits, in case he/she fails to clear all outstanding dues payable to Vodafone India and /or is not a valid/active Vodafone U Subscriber during the Contest Period. The Rewards & Benefits will stand withdrawn in case it is found that there are any prohibitory orders, judicial or otherwise and/or there are any criminal or other proceedings against subscriber prohibiting them from any travel.
- 16. Publicity:** The Participants hereby irrevocably authorize VODAFONE INDIA, that the data gathered during and/or after the Contest in respect of the Eligible Participants (including Subscriber name and Photograph etc.) shall be the property of VODAFONE INDIA and further VODAFONE INDIA shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Vodafone's brand.
- 17.** You agree and understand that the Contest is only for the enjoyment of the Eligible Participants and You shall not try or intend to misuse this Contest stated herein. Thereby, you shall not unduly commercialize or resell any of the content made available under this Contest to any third party.
- 18.** The Contest will be conducted under the audit supervision of an independent audit firm.
- 19. Indemnity:** The winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the concert and hereby indemnify and shall keep indemnified the Organizer / VODAFONE INDIA, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehavior, misconduct, unlawful acts, actions/inactions etc. of the winners.

VODAFONE INDIA shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the winners while availing the benefits of the Rewards & Benefits. Further, VODAFONE INDIA shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the Rewards & Benefits/s.

You agree to indemnify the Organizer / VODAFONE INDIA, its directors, officers, employees, agents and/or its affiliates against all actual claims, liabilities, expenses, costs, loss or damage of whatsoever nature, arising out of or in connection with the breach of these terms and those terms agreed by the Eligible Subscriber including but not limited to those stated in the Customer Application Form ('CAF') / Customer Information Form ('CIF'). In case there are any points or clauses stated herein that contradicts those specifically agreed in the CAF / CIF, then the terms stated in the CAF / CIF shall prevail.

20. **Restrictions:** Employees / Associates / Agents / (including their family members / relatives) of VODAFONE INDIA will not be qualified for participating in the Contest.
21. By participating in the Contest, You confirm and waive the applicability of rules and regulations of the National Do Not Call Registry and You agree to receive promotional messages from Vodafone India.
22. **Intellectual Property Rights:** By participating in the Contest, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India or the Organizer and to any third party content licensor to Vodafone India that is made available through the Contest.
23. **Dispute Resolution:** These terms and conditions are governed in accordance with the laws of India. Any dispute / matter arising out of or in relation to the Contest shall be subject to the exclusive jurisdiction of competent court in which such dispute arises.
