



**Terms and Conditions for the Contest (hereinafter referred "Contest"):**

The Contest is valid for cellular mobile telephony subscribers of Vodafone Essar Limited (hereinafter referred to as "VEL") for both prepaid and postpaid subscribers (hereinafter referred to as "Subscribers") subject to the terms and conditions of the Contest.

**Duration of the Contest (hereinafter referred to as "Contest Period"):**

The Contest starts from 9<sup>th</sup> Mar 2008 and shall be valid till 31<sup>st</sup> Mar 2008 (both days inclusive).

**Eligibility to participate in the Contest:**

The Subscriber has to subscribe to 'Callertunes' and give correct answer to 'One' question. Question will be asked immediately upon submitting the subscription request through autodialer/sms/wap.

**Prizes:**

Details of Prizes:

1. Grand Prize: 2 GSM Mobile handsets – (i.e. Vodafone 226 Color FM GSM Mobile Handset) - 1 each to be distributed amongst 2 winners.
2. Consolation prizes: a total talktime of worth Rs.10,000/- (i.e. 10 winners X Rs.1000 talktime)

Wherever, Winners required to be selected through draws due to tie, the same shall be done through a random draw and decision of VEL in this regard shall be final.

Draws will be conducted in batches at VEL's discretion, based on number of participants to the Contest.

## Terms and Conditions:

Please read these terms and conditions carefully before registering /participating in the Contest. By proceeding with registration for and/or participating in the Contest, you agree to the following terms and conditions:

1. The Contest is open from 9<sup>th</sup> Mar 2008 and shall be valid till 31<sup>st</sup> Mar 2008 (both days inclusive), for the Valid Subscribers\* only.
2. All Valid Subscribers\* shall be entitled to participate in the Contest.
3. Each participant to the Contest will be eligible for one Prize only.
4. The Winner/s ("Winner") may be announced through VEL's website and/or in such manner as VEL may deem appropriate.
5. Wherever, the Winner is required to be selected through draw due to tie, the selection of the Winner will be by way of a random computer-generated draw amongst correctly answered entries, and decision of VEL, in this regard, shall be final and binding on the participants in the Contest. No dispute, of whatsoever nature, in this respect shall be entertained by VEL.
6. The Winner will be required to confirm his/her acceptance of the Prize within 48 hours of receiving information about the same. VEL reserves the right to replace the Winner in case of non receipt of said confirmation from the Winner within said 48 hours.
7. The Winner shall not be entitled to the Prize, in case he/ she fails to clear all outstanding dues payable to VEL and / or is not a Valid\*/Active\*\* Subscriber on the date of claiming the Prize.
8. If, in any State and/or territory or part thereof, the running of the Contest is prohibited, the Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Contest and this shall be taken as constructive notice in this respect.
9. The Winners of the Consolation Prizes will be informed through Telecall /SMS/ letter *etc.* The Winners will have to collect the Prize from the designated redemption centre within 15 days of announcing the Winners subject to certification of their authenticity.
10. The Prize for the Contest will be given only to the Winner in whose name the mobile phone number is registered and is the winner's responsibility to produce such document and/or credentials to prove his/her identity. It is the responsibility of the Winner to produce such identity proof and/or credentials at his/her own cost.
11. The name of the Winner of the Contest may be announced by VEL during and /or at the end of the Contest or thereafter and such announcement may be through VEL's official website and / or any other means as VEL may deem fit.
12. Cash prize/s, if any, will be paid in cheque. The Prize shall be subject to Income tax, gift tax or any other statutory levies / tax as may be applicable and the Winner of the respective Prize/s shall be responsible to pay such taxes, if any. In case the Winner fails to comply with the applicable law, VEL will be entitled to draw another name of the Winner to replace the Winner who is in default.

13. The Subscribers / participants / winners hereby irrevocably authorize VEL that the data gathered during and/or after the Contest in respect of the participants (including Subscriber name and photograph etc.) shall be the property of VEL and shall be entitled to use the same in any of its communications including marketing promotions and advertisements along with/without VEL's brand.
14. All costs and expenses for collecting the Prize will be borne by the Winner and no claim of whatsoever nature will be entertained by VEL in this regard.
15. VEL no where guarantees / warrants about the fitness, quality, suitability etc. of the product / services offered in the Prize.
16. VEL shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the Winner while availing the benefits of the Prizes. Further, VEL shall not be liable in any manner for any loss, damage, theft, or any other mishap caused to the Prize and / or in respect of the Prize.
17. Apart from the entitlement to the above Prize, the Winner or their legal heirs will have no other rights or claims against VEL.
18. Employees / Associates / Agents / Dealers (including their family members / relatives) of VEL will not be qualified for winning the Prize.
19. The Prize shall not be transferable / redeemable against any other service offered by VEL nor for cash. No request shall be entertained by VEL in this regard.
20. VEL reserves the right to change / modify the Contest or terms and conditions of the Contest, at any time at its own discretion, without assigning any reason. VEL shall not be obliged to give any prior notice for aforesaid change / modification.
21. In case of any dispute or difference in respect of or in connection with the Contest and/or the Prizes herein, the decision of VEL shall be final and binding on all concerned.
22. Participation in this Contest implies acceptance to all the terms and conditions of the Contest mentioned herein.
23. Any dispute/matter arising out of or in relation to the Contest is subject to jurisdiction of competent court/s of Mumbai alone.

\* Valid Subscriber means having Valid Subscription of VEL's cellular mobile telephony services as per Law.

\*\* Active VEL Subscriber means a subscriber whose VEL mobile number subscription is valid and whose Vodafone number is active on VEL network at the time of distribution of the Prizes.