

A. Terms and Conditions for the “Vodafone Dubsmash Competition”.

INTRODUCTION

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.

THE COMPETITION IS AN OPTIONAL COMPETITION CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE MOBILE SERVICES LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT PENINSULA CORPORATE PARK, GANPATRAO KADAM MARG, LOWER PAREL, MUMBAI 400013, INDIA (HEREINAFTER REFERRED TO AS “VODAFONE”) FOR THE PARTICIPANTS WHO SATISFY THE ELIGIBILITY CRITERIA MENTIONED HEREINBELOW.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ELIGIBLE PARTICIPANTS PARTICIPATING IN THE COMPETITION KNOWN AS “VODAFONE DUBSMASH COMPETITION” (“COMPETITION”) DURING THE COMPETITION PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS “VODAFONE DUBSMASH COMPETITION”. BY PARTICIPATING IN THE 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 THE COMPETITION.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being eligible has participated in the Competition.

B. ELIGIBILITY CRITERIA

The following conditions are required to be satisfied by any Participant in order to participate in this Competition. The Participant has to be:

- i. eighteen (18) years of age or above;
- ii. Not convicted for committing any criminal offence or abetment thereof;
- iv. Not suffering from any legal disability e.g. insolvency, restraint by court etc and / or prohibited from entering any contractual relationship;

- v. Not have any outstanding dues payable to Vodafone on account of the mobile connection.
- vi. Not an employee of Vodafone or relative of Vodafone employee.
- vii. The Participant shall only capture their Dubsmash videos uploaded on their respective Facebook/Twitter/Instagram accounts.
- viii. The Participant shall not put him/herself at risk while shooting for Dubsmash videos.
- ix. The Participant shall avoid vulgarity /obscenity in the dubsmash videos.
- x. The Participant shall not use profanity in his/ her posts, comments, hashtags, etc.
- xi. The Participant shall not depict any illegal activity or violence in the dubsmash videos.
- xii. The Participant shall not depict alcohol, smoking, drugs, or anything objectionable idea or thought in his/her dubsmash videos.
- xiii. The Participant shall not post dubsmash videos that violate any other person's privacy.
- xiv. The Participant shall not modify his/her /videos using Photoshop.
- xv. The Participant shall not modify his /videos once uploaded for the Competition.
- xvi. The Participant shall avoid posting offensive comments about other participants.

C. COMPETITION PERIOD

- a. This is a limited period Competition for Eligible Participants, available from 1st August 2017, 00:00:01 hrs. till 31st August 2017, 23:59:59 hrs., both days inclusive ("Competition Period");
- b. Vodafone India reserves the right to extend or shorten the Competition Period, as it deems fit.

D. COMPETITION AREA

- a. The Competition is valid in Punjab Telecom Service Area.

E. COMPETITION DETAILS

- a. The Participants may participate in the Competition in the following manner:-
 - i. Participants shall make a dubsh mash video
 - ii. Participants shall log on to their respective Facebook/Twitter account.

- iii. Participants shall upload their dubsplash videos in their respective Facebook/Twitter accounts and tag it with #vodafonestar.
- iv. Profile of Participants should be open ended and visible to all.
- v. Participants shall try to get maximum 'likes' in his/her uploaded dubsplash in their respective Facebook/Twitter account.

F. WINNER SELECTION PROCESS AND PRIZES

- a. Top five (5) Participants (or such number of Participants as Vodafone may decide) who accumulate the maximum number of 'Likes' during the Competition Period shall be eligible to be selected as Winners (hereinafter 'Winners').
- b. The selection of the Winners shall take place within 30 business days or such other number of days as practically possible by Vodafone at its sole discretion from the date of closure of the period of the Competition.
- c. All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent External agency appointed by the Vodafone and decision of Independent External agency shall be final and binding on the Participants.
- d. Winner will be decided basis above mentioned method by Vodafone India. By participating in the Competition the Participant agrees to be bound by the winner selection process adopted by Vodafone India & shall not raise any dispute in this regard in any manner whatsoever.
- e. Winners will be informed through SMS or through Phone calls (considering availability of his number on his Facebook/Twitter account) or in any other manner as Vodafone may deem fit to the concerned mobile number after the selection of the Winner about their winning of Prize. Participants can also visit www.vodafone.in page to get the information about the Winner or visit Vodafone Store. In case contact cannot be established with the Winner for any reason or after having contacted the Winner do not follow the instructions in regard to date and time of meeting the Vodafone officials etc., then Vodafone shall be at liberty to cancel and forfeit such Prize without assigning any reason.
- f. The Winners shall be eligible for one of the following "Prizes"

- i. Top five_(5)_Participants with maximum 'Likes' will win the opportunity to get their pictures published in Poster form and shall be displayed in respective College Campus.
 - ii. Will be given 4G handset of maximum value 20K each (5 winners)
- g. Prizes will be delivered against production of valid documents evidencing identity of Winners; The documents required to be submitted along with the claim by the Winner shall include the following (the document list is only inclusive and not exhaustive) and Vodafone, at its sole discretion may insist on such further proof as it may deem fit:
 - i. Identity Proof
 - ii. Address Proof
 - iii. Letter of Compliance with rules and regulations etc. in the manner prescribed.
 - iv. Submission of acknowledgement letter (as per the format that shall be provided by Organizer) on receipt of the Prize(s)
 - v. PAN Card copy
- h. If the Winners are unable to provide the required documents, the Prizes shall be offered to next shortlisted Participants. In the event, Winners are unable to submit the required documents to avail the Prizes, such Winners shall forfeit their right to claim the Prizes. Vodafone shall shortlist next eligible Winners for each Prize, who will be offered the Prizes subject to submission of all the required documents.
- i. The Value, make and all other details of all the Prizes shall be solely decided by Vodafone, and the same shall be final & binding on all Participants. For the purpose of clarification and avoidance of doubt, Prize does not include any personal expenses incurred by the Winners and the Winner shall be solely responsible for all the expenses whether additional or incidental, required to be incurred to avail his/her Prize. Winner hereby agrees that Winner shall not be entitled to any refund or any claim for such unutilized amount in case the amount mentioned in the Shopping Vouchers may not be fully utilized. Any complaint or claim shall not be entertained with respect to such unutilized amount.
- j. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Competition will be the sole liability of the manufacturers, providers or dealers of the said

- prizes. Vodafone will not have any responsibility related to the same and will not entertain any query or complaint of the Participants.
- k. No substitution or exchange of the Prize shall be allowed at the request of the Winners. However, Vodafone reserves the right to substitute and/ or change the period of the Competition and/ or Prize, without any prior intimation or notice to the Participants and/ or Winner as the case may be.
 - l. Vodafone shall not be liable for any delay or loss that may accrue in the delivery of the Prize.
 - m. Vodafone shall provide the Prizes to the Winner within_60_days or such number of days as Vodafone may decide at its sole discretion from the date of the close of the period of the Competition. However, the Winners shall personally come to the Vodafone's office to claim the Prizes within 30 days (or such number of days as Vodafone may decide at its sole discretion) from the date of Winner announcement and the Winner shall be solely liable to bear any cost that may be incurred by him / her, in collecting / availing the Prize. In case contact cannot be established with the Winner for any reason or after having contacted the Winner do not follow the instructions in regard to date and time of meeting the Vodafone officials etc., then Vodafone shall be at liberty to cancel and forfeit such Prize without assigning any reason.
 - n. The Winner shall be entitled to the Prize subject to the Winner complying with all Terms contained herein, as required by Vodafone. Any failure on the part of the Winner to comply with the any of the specific Terms contained herein, shall disqualify such Participant from being entitled to the Prize.
 - o. There shall be no roll-over of Prizes in case the Winner/s is/are not eligible. A Participant shall not be considered eligible if he/she does not conform to the Terms as stipulated above.
 - p. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of free Prize, which shall be solely borne by the Organizer for the all Prizes.
 - q. Winners shall be intimated by Vodafone directly. Vodafone shall not entertain any questions, correspondence, enquiries on the manner of conducting the Competition and grant of Prizes from any person, whatsoever.
 - r. Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against Vodafone.

G. MODIFICATION OF TERMS AND CONDITIONS

- a. Vodafone India reserve the right, at their sole discretion, to modify these Terms & Conditions of the Competition or any part thereof at any time during the Competition Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Participants participating in this Competition.
- b. The complete Terms & Conditions of this Competition is available at www.vodafone.in (website). If Vodafone modify these Terms, the modified terms will be posted on 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 Competition. Your continued participation in the Competition will constitute Your acceptance of the latest revised Terms and Conditions.

H. WITHDRAWAL OF COMPETITION

- a. Vodafone India reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Competition 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 without any notice to You and the same shall be binding on the Participants.

I. DISCLAIMERS

- a. You agree that this Competition is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Competition is voluntary and You expressly agree to participate at your sole risk. Vodafone India shall not be responsible for any loss, injury or any other liability to any Participant arising due to participation in the Competition.
- b. Vodafone India makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Competition and/or any delay or failure to participate in the Competition due to technical, network or other problems. To the extent you choose to participate in this Competition, 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 Vodafone India, 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 with the Competition or arising otherwise.

- c. Vodafone India reserves the right to change, suspend, remove, or disable access to the Competition at any time without notice. In no event will Vodafone India be liable for the removal of or disabling of access to the Competition. Vodafone India may also impose limits on the use of or access to the Competition, in any case and without notice or liability. Under this Competition, Vodafone India's responsibility shall only be limited in providing Telecom Service on Vodafone India's network for Eligible Participants participating in this Competition.
- d. You shall indemnify and keep indemnified Vodafone India, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone India may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India shall have the right to defend themselves, pursuant to this clause, at the cost of the Participant in breach.
- e. The existence of a dispute, if any, regarding the Prize shall not constitute any claim against Vodafone.

J. GENERAL TERMS AND CONDITIONS

- a. By participating in this Competition, You confirm that you have read understood and agreed to conform to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that you have submitted while participating in the Competition;
- b. This awards under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
- c. By participating in this 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 and alerts under the current Competition and upcoming Competition from Vodafone India, as it may in its sole and absolute discretion decide.

- d. Force Majeure – 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 (“Force Majeure Event”). Vodafone India shall not be liable for any delay or adverse effect caused to Participants as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Participants.
- e. This Competition is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- f. Failure by Vodafone India 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 including a Participant.
- g. Participant may contact the customer care regarding any queries, complaints, disputes pertaining to the Competition.
- h. You hereby authorize Vodafone India to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to participate in this Competition. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- i. You agree that Vodafone India has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.
- j. By participating in the Competition, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and to any third party content licensor to Vodafone India that is made available through the Competition.
- k. By participating in the Competition, You confirm that you are entering into this Competition as an independent party and nothing herein establishes an employer-employee relationship between you and

Vodafone India and you are acting voluntarily, using your own time and resources to participate in this Competition, solely at your own risk.

- l. 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.
- m. Participation in this Competition implies acceptance of all the terms and conditions of this Competition. Acceptance of the Prize 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.
- n. Any attempt by a Participant to deliberately undermine the legitimate operation of the Competition is a violation of laws and should such an attempt be made, Vodafone reserves the right to seek damages from any such Participant to the fullest extent permitted by law.
- o. Vodafone reserves the right, at any time, to unconditionally disqualify a Participant who tampers with or who in any way abuses the process or Terms and Conditions of the Competition. Failure by Vodafone to enforce any of the Terms in any instance shall not be deemed to be a waiver of those Terms and shall not give rise to any claim by any person.
- p. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mohali.