

Vi KAI PO CHE CHALLENGE

Terms and Conditions

This Virtual Event is being organized by Vi™ (Vodafone Idea Ltd.), Gujarat Telecom Circle having its registered office situated at: Suman Tower, Plot #18, sector 11, Gandhinagar – 382011, Gujarat, India and Gujarat Circle Office at 4th floor, Vodafone Idea House, Building A, Corporate Road, Off S.G.Highway, Prahladnagar, Ahmedabad (“**Organizer**”).

Please read the terms and conditions of the Virtual Event before participating in it (hereinafter referred to as the “Event”)

1. Agreement to Terms and Conditions -

- i. By participating in this Event, Participants fully and unconditionally agree to abide by the Terms and Conditions available on: [\[https://www.myvi.in\]](https://www.myvi.in)
- ii. Organizers reserves its right to change, defer, alter, or cancel this Event in part or full, or change any or all terms and conditions of the Event, without giving any prior intimation/ notice of any kind. Decision of the Organizer in general, and with respect to this Event shall be full, final, binding and non-contestable upon the Participant.

2. Eligibility & Participation -

- i. This Event is open to Indian Citizen. Any entry including or depicting anything which is foul, indecent, threatening, discriminatory, vulgar, provocative, defamatory, sexually explicit, objectionable, inappropriate or against public policy or public morality, shall lead to disqualification of the participant at sole discretion of the Organizer.
- ii. The Event shall commence on [11th Jan 2023] [18:00 pm hrs] for a period of 5 days till [16th Jan 2023][23:59:59 hrs].
- iii. A Participant, by participating in this contest hereby represents and warrants that all the submissions are their original works and no copyright and/or trademark and/or other intellectual property rights have been violated by such submission. The content uploaded by the Participants should not have been sponsored, endorsed or administered by, or associated with any third party.
- iv. The Participants are solely permitted to submit their entries only in the form of Josh App Videos tagging the organiser’s hashtag **#Vikaipochechallenge**. Each Participant may make multiple entries for their participation in the contest but it should be unique and not the same of earlier performance.
- v. The participants shall be owner of their Josh App handle account and the organizer reserve the right to seek the document proving the ownership of the Josh App account. Non-furnishing of the above information/documents at appropriate stage will render the selection null and void. The names of the winners shall be published by the organizers on the Josh App or through any other media.
- vi. The Participants represent and warrant that all the information provided by them is factual and do not suffer from any falsities. It is reiterated that the Organizer will have the full authority to disqualify any entry into the Event if falsifications are detected in the information provided by the Participants.

- vii. The Participants agree and acknowledge to waive Vodafone Idea Limited of all liability, loss, damage, demand, claim, etc. in connection with the Event and prizes contemplated under this Event.

3. Contest Rules

- i. To participate in the Event, the participants shall have to create and upload the **Vi Kai Po Che celebration moments** performance with the hastag **#ViKaipochechallenge** on the **Josh App** only. The Kai Po Che Celebration Moments performance and Vi Kai Po Che Song shall be published/posted by the organizers on Josh App, which needs to be performed.
- ii. The organiser may collect the username and any other information that the Participant will use and thereby permit the Josh App to share with the Organizer. The Organiser will be duly-bound to follow all applicable data protection and privacy laws in India applicable to Josh App users.

4. Scoring System -

- i. External Individual Jury - Independent Jury members as may be decided by the Josh App Team (herein after referred to as "Independent Members") will review the performances of the participants on josh app and consider the final winner. The decision of Independent Members shall be final and binding to decide the winners for the event. Independent Members shall exercise their judgment fairly while scoring the entries of the Participants without offering any preferential treatment to any Participant regardless of their age, gender, community, profession. The decision shall be at the sole discretion of Independent Members and the Organiser shall not in any manner be responsible/liable for the decision on the Winner by Independent Members and no dispute shall be entertained on the same by the Organiser
- ii. The selection of the winner/s of this Activity will be final and binding on all participants. No personal queries as to the results of this Activity will be entertained
- iii. Under no circumstance shall Organiser or its affiliates, or subsidiaries, or their directors, employees, officers, agents or representatives, be liable to the participant and/or any third party for any loss of profits or loss of opportunity, incidental, indirect, consequential, special, exemplary or punitive damages whatsoever, even if they have been advised of the possibility of such damages.
- iv. The Organizer shall announce 100 winners after 20th Jan 2023 by DM/email to the registered contact details in their josh account. **All prizes are subject to deduction of tax at source as per the prevailing Income Tax Rules. The prizes shall be finalized and declared by the Organizer after 20th Jan '23**, This shall be maximum gift voucher of Rs.500 for each winner/entry.

6. Intellectual Property-

- i. All rights, title and interest, including but not limited to the Intellectual Property Rights, in the Event material(s) and in any and all responses received shall vest solely and exclusively with the Organizer at all times.
- ii. All material submitted in connection with the Event (whether written, audio, electronic or visual form, or a combination of those) by the Participants are assigned to the Organizer upon submission and become the property of the Organizer exclusively. The Organizer shall be

entitled to use the same in its communications including, marketing promotions and advertisements, without any further consent or permission from the Participants. Copyright in any such material remains the sole property of the Organizer.

7. General Conditions-

- i. The Participant understands and agrees that the selected Winner(s) alone shall be entitled to the prizes, subject to all terms and conditions mentioned herein, and furnishing of correct and complete details matching the Josh App account and as required by the Organizer (including but not limited to) in the prescribed manner and to the entire satisfaction of the Organizer.
- ii. The prize can neither be exchanged nor redeemed for cash/ any non-monetary consideration nor is it transferable.
- iii. The prize is subject to the applicable laws of India. The prize would be delivered/ handed over to the Winner only upon proper identification and verification of the Participant to the full satisfaction of the Organizer.
- iv. The employees of Organizer and its affiliates, subsidiaries, assignees, representatives and their immediate families are not eligible to participate in this Activity.
- v. Winners shall collect their prize after Jan 20th Jan after intimation from the office of Organizer, failing which the prize/s will lapse automatically.
- vi. Any local levies, taxes, duties or any other statutory liabilities associated with the prize will have to be solely borne by the winner.
- vii. Organizers shall not be liable to perform any of its obligations under the Event or in respect of the Prize where it is unable to do so as a result of unforeseen circumstances, Force Majeure conditions such as epidemic outbreak, pandemic including but not limited to COVID-19, lockdown or circumstances beyond its reasonable control.
- viii. For each Video on Josh App uploaded, the winner participants will get only one prize for every entry, even though more than one person participated in one video entry.
- ix. Organizers are empowered to take a decision in case of any conditions, circumstances and scenarios beyond these terms and conditions of the Event.
- x. The Event and the terms and conditions herein shall be governed by and construed in accordance with the applicable laws in India. All matters/ disputes with respect to the Event and/or prizes are subject to the exclusive jurisdiction of the courts at Ahmedabad only. The Event shall be deemed void where prohibited by law.
- xi. In case of any queries with respect to the Event, please reach out to the Organizers
- xii. Participant agrees that participant has read, understood and voluntarily agreed to these terms and conditions.