

## **TERMS & CONDITIONS FOR VODAFONE PUGATHON COMPETITION**

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION KNOWN AS VODAFONE PUGATHON COMPETITION. THIS COMPETITION IS AN OPTIONAL SKILL BASED COMPETITION CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE INDIA LIMITED AND VODAFONE MOBILE SERVICES LIMITED, (HEREINAFTER COLLECTIVELY REFERRED TO AS "**VODAFONE INDIA**")

THE FOLLOWING TERMS & CONDITIONS (these "**Terms and Conditions**") SHALL BE APPLICABLE TO THE SUBSCRIBER/S OF VODAFONE INDIA WHO IS EITHER A POST PAID OR PREPAID SUBSCRIBER INTENDING TO PARTICIPATE IN THE **VODAFONE PUGATHON COMPETITION** (HEREINAFTER "**CONTEST**"). THE CONTEST SHALL BE LIVE FROM 9th March, 2018 TO 8th April, 2018, BOTH DAYS INCLUSIVE, (HEREINAFTER REFERRED TO AS "**CONTEST PERIOD**"). THE ELIGIBLE SUBSCRIBER/S PARTICIPATING IN THE CONTEST SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

For the purpose of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person, who being an Eligible Subscriber has participated in the Contest.

1. By participating in the Contest, You 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 the Contest and You should not participate in the Contest.
2. You as Eligible Subscriber of this Contest would ensure that there You wouldn't misuse any of the Terms & Conditions of this Contest. For participating in this Contest, You agree to follow the modes as stated in point 7 below and abide by the norms as are mentioned on the official interface and as further stated herein. You may participate in this Contest only as permitted by law and during Your participation in the Contest You are prohibited from any UNLAWFUL, HARASSING, LIBELOUS, OFFENSIVE OR VULGAR behaviour. You are not allowed to insult or harm any person or organization, religion or community through this Contest.
3. **Eligibility:** An Eligible Subscriber shall: (i) be a rightful user of Vodafone India's mobile connection, who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered in the records of VODAFONE INDIA. In the event the user MSISDN number / connection is registered in the name of a company/ firm, the employee who is authorized to use such MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participating in this Contest and accept the terms applicable herein; and (ii) not have any outstanding dues payable to VODAFONE INDIA on account of the mobile connection; and (iii) must be of at least 18 years of age as on March 9, 2018; (iv) be residents and citizens of India who are Subscribers on Vodafone India network; (v) must enter correct information at the time of participation in the Contest through the modes mentioned herein below; and (vi) be a registered user in MyVodafone App ("MVA")<sup>1</sup>

4. **Contest Area:** The Contest is open to all Vodafone subscribers (except J&K, TN and Chennai). If, in any State and/or territory or part thereof, the running of this Contest is prohibited as per local rules or laws, the Eligible 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 Vodafone India, in this regard.
5. **Commencement Date of Contest:** This is a limited period Contest commencing on 9<sup>th</sup> March, 2018 at 00:00:00 hrs .
6. **End of Contest:** Contest will end on 8<sup>th</sup> April, 2018 (“End Date”) at 23:59:00 hrs unless extended by Vodafone India and communicated explicitly.
7. **Modes of entry in the Contest:** An Eligible Subscriber may participate in the Contest through any of the following mode:
  - a. MVA.
8. **Contest Description:**
  - (a) On visiting the MVA, the Eligible Subscriber will be prompted to play the game and stand a chance to win gifts.
  - (b) The Eligible Subscriber will search for pugs (to be released on different pages) on different days. .
  - (c) Every Eligible Subscriber on finding even one pug will receive a third party coupon /coupon code as a daily gift which can be redeemed at the third party website/store. An Eligible Subscriber can get one coupon each day. Such third party coupons will be governed by the terms and conditions of the respective third party provider. The Eligible Subscriber will be eligible for such coupons multiple times in a month. A new coupon can be unlocked on discovery of each pug.
  - (d) Once the Eligible Subscriber is successful at finding even one pug or more, s/he is declared eligible for winning **an iPhone** for that day. MSISDNs of Eligible Subscribers who have found pugs, will be sent to the external auditor . The Eligible Subscribers shall be asked one (1) question on call on the next day of participating in the Contest and on basis of the relevance and quality of the answers, one (1) winner will be declared. Winner for the previous day will be announced on the next day and accordingly the results will be declared on the leader board in the MVA
  - (e) In case the Eligible Subscriber is not a winner then, s/he will be informed of the same through an in-app message in MVA which in turn will also tell the Eligible Subscriber of ongoing eligibility for the next 30 days.
  - (f) Eligible Subscribers who manage to collect seven (7) pugs or more during the Contest Period will be eligible for a bumper prize.
  - (g) On the MVA, the Eligible Subscriber will be shown about the number of pugs identified and collected by him/her and the number of pugs remaining to be collected in order to be eligible for the bumper prize.

(h) Once the Eligible Subscriber is successful in finding 7(seven) or more pugs in a month, s/he is will be declared eligible for winning **the bumper prize** for that month. MSISDNs of Eligible Subscribers who are eligible for the bumper prize, will be sent to an external auditor . The Eligible Subscribers shall be asked one (1) question on call by the external auditor and on basis of the relevance and quality of the answers, one (1) bumper prize winner will be declared. The bumper prize consists of products manufactured by Apple.

(i) .Based on the results of the Eligible Subscribers, one (1) subscriber shall be selected as a bumper prize winner during the Contest Period. Unless otherwise stated herein, the selection of the winner will be conducted by an independent auditor subject to the selected Eligible Subscribers answering a question correctly during the call. The decision of the agency & auditors in this regard shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by Vodafone India.

#### 9. Rewards and Benefits:

(i) Daily prize –

- Every Eligible Subscribers on finding one pug will be awarded a third party **coupon/coupon code** as a daily gift.
- One Eligible Subscriber selected by an independent Auditor who has successfully answered the question shall win an Apple iphone.

(ii) Bumper prize :

At the end of the month the winner of the **bumper prize** will be declared and rewarded with products manufactured by Apple India.

10. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.

11. The Rewards and Benefits are not redeemable or refundable for cash, and cannot be exchanged for any other product or service. ;

#### 12. Selection of Winners:

(a) Unless otherwise stated herein, the selection of a winner will be conducted by an independent auditor subject to the Eligible Subscriber answering a question correctly during the call placed by an independent agency. Decision of the agency & auditors, appointed by VODAFONE INDIA in this regard, shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA.

(b) The process of selecting the winners would be done by an independent auditor. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA. The winners would receive a congratulatory call from Vodafone India's appointed agency's outbound calling agent which may be recorded or could be called from a representative of the official agency appointed by Vodafone India, informing about their selection as winner and prizes under Contest. Also the winners' email id, social media handles and identity proof, address

proof would be taken and verified on the said call. The winners would need to send their scanned photo on the email id that would be informed to them during the call and the winner authorises Vodafone India to suitably insert the said photo on the Vodafone website or Facebook, twitter or any other media as VODAFONE INDIA may deem appropriate, at its discretion.

13. By participating in this 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 and alerts under the current Contest and upcoming Contests from Vodafone India, as it may in its sole and absolute discretion decide.
14. **Modification:** 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. If VODAFONE INDIA modifies these Terms and Conditions, VODAFONE INDIA will post the modified terms and conditions on the Vodafone website . It has been agreed herein that if You participate in the Contest after the modification of these Terms and Conditions, You are indicating that You agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to You, Your only recourse is to either not participate in the Contest or cease participating in the Contest. VODAFONE INDIA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Contest.

**15. Announcement of Winners:**

- (a) The winners on receiving the congratulatory call pronouncing them as winners of VODAFONE PUGATHON CONTEST will be required to confirm their acceptance of the Rewards & Benefits, immediately on receiving information about the same, to Vodafone appointed agency's Outbound Calling agent. Once an Eligible Subscriber has been selected as a winner, he/she will not be eligible to participate in the Contest subsequently. VODAFONE INDIA reserves the right to replace the winner of VODAFONE PUGATHON Contest in case of non-receipt of the said confirmation on the spot or non-receipt of any positive response from the said winners during the call. The Eligible Subscribers understand and agree that their Vodafone mobile number shall be available at all the times during the Contest Period and in case a winner is non-contactable for any reason whatsoever, he/she shall be solely responsible for his/her rejection and VODAFONE INDIA shall not be anyway liable for the same.
- (b) You further acknowledge and agree that the name and image of the winner may be published on the website [www.vodafone.in](http://www.vodafone.in) or on VODAFONE INDIA'S digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by VODAFONE INDIA. The winner shall be individually contacted on the respective Vodafone Number (MSISDN) as per VODAFONE INDIA's record (the number from which the SMS has been sent OR shared on Twitter OR entered on the Vodafone website.). This Contest is available to Eligible Subscribers who have a valid Vodafone India mobile connection during the Contest Period.
- (c) 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.

(d) You hereby authorize Vodafone India to collect your personal information including name, address and mobile number etc. and social media profiles/handles and share with its partners during the Contest period. 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>.

**16. Contest 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 the same shall be binding on the Eligible Subscriber of this Contest.

**17. Disclaimer and No Warranty:** To the extent you choose to participate in this Contest you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Your access to and participation in 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 participation in 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 an Eligible Subscriber accessing the Website; or (v) the Eligible Subscriber/s not receiving or rejecting an SMS; 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 access to and participate in the Contest only where permitted by law. Any attempt by an Eligible Subscriber to deliberately undermine the legitimate operation of the Contest is a violation of laws and should such an attempt be made, Vodafone India reserve the right to seek damages from any such Eligible Subscriber to the fullest extent permitted by law. The Eligible Subscribers shall escalate to Apple India for any claims, issues, damages or losses with regards to the quality or functionality or merchantability or fitness of use of the iPhone or any Apple products collected by the Eligible Subscriber by virtue of the Contest and the same shall be the sole liability of the manufacturers. Vodafone India will not have any responsibility related to the same and will not entertain any query or complaint of the participants.

**18.** Apple India 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 of the Apple products won by the Eligible Subscriber/s under this Contest. Vodafone India shall have the right to defend themselves, pursuant to this clause, at the cost of Apple India in breach.

**19. 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 PARTICIPATION IN 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 PARTICIPATION IN OR INABILITY TO PARTICIPATE IN 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 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 PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE CONTEST EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VODAFONE INDIA FOR PARTICIPATION IN 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.

**20. Disqualifications:**

- (a) 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 Eligible Subscriber during the Contest Period.

- (b) The Rewards & Benefits will be given only to the winners in whose name the Vodafone mobile phone number is registered and it is the winner's responsibility to produce such document and/or credentials to prove his/her identity and/or credentials at his/her own cost and the same is subject to cross verification by VODAFONE INDIA with their documentation received at the time of providing the connection.
- (c) The winner of the Contest shall be given the Rewards & Benefits mentioned hereinabove. The Reward & Benefit is non-transferable, non-negotiable and non-assignable in the name of any other person and it shall be subject to income tax, gift tax or any other statutory levies / tax (including withholding taxes) as may be applicable and the winners of the respective Rewards & Benefits shall be responsible and liable to pay such taxes, if any.
- (d) Benefits will stand withdrawn in case it is found that there are any prohibitory orders, judicial or otherwise against the Eligible Subscriber and/or there are any criminal or other proceedings against the Eligible Subscriber prohibiting them from any travel.

**21. Publicity:**

- (a) The winners hereby irrevocably authorize VODAFONE INDIA, that the data gathered during and/or after the Contest in respect of the Eligible Subscribers (including Eligible Subscriber's 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.
- (b) You agree and understand that the Contest is only for the enjoyment of the Eligible Subscriber 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.
- (c) The Contest will be conducted under the audit supervision of an independent audit firm. The decision of the audit firm shall be final and conclusive in case of any dispute arising under the Terms and Conditions or in determining the winner of daily gift and bumper prize..

**22. Indemnity:**

- (a) The winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the entire trip including their stay in the city where the respective cricket match will be played, and the winners hereby indemnify and shall keep indemnified, 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 misbehaviour, misconduct, unlawful acts, actions/inactions etc. of the winners. Vodafone India has no liability against any claims arising out of or in connection with the use of the Apple products or for any loss or damage of whatsoever nature caused to Eligible Subscriber or any third party in connection with the subsistence of the Contest..
- (b) 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 Eligible Subscriber in breach.

- (c) 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 Contest . 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 under this Contest.
- (d) You agree to indemnify 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.

**23. Restrictions:**

- (a) Employees / Associates / Agents / (including their family members / relatives) of VODAFONE INDIA will not be qualified for participating in the Contest.
- (b) By participating in the Contest, You confirm to acknowledge and abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India that is made available through the Contest.

**24. 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 of Mumbai .

**25. Force Majeure** – This Contest 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 be liable for any delay or adverse effect caused to the Eligible Subscribers as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Contest caused as a result of such Force Majeure Event to the Eligible Subscribers.

26. If any part of these Terms and Conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.

27. **SUBSCRIBER QUERIES:** Any questions or concerns about these Terms and Conditions of use may be brought to our attention by e-mail / phone/ visiting website page. Subscriber(s) should read the Terms & Conditions each time before Subscriber(s) use services offered by Vodafone. Any questions or concerns should be brought to our attention via e-mail by visiting our 'Contact Us'



page, and providing us with information relating to Subscriber(s) feedback, comments and / or service related issue, if any. The Subscriber(s) may also call the Toll Free number 199.

28. You agree that you have read, understood and voluntarily agree to these Terms and Conditions mentioned and stated herein.

**29. Contest Areas:**

<b>Name of Vodafone Entity</b>	<b>Respective Circles in which they operate</b>	<b>Circles for which entries from Eligible Subscribers shall be considered for the Promotional Contest(Yes / No)</b>
VMSL	Delhi	Yes
	Punjab	Yes
	Haryana	Yes
	Uttar Pradesh East	Yes
	Uttar Pradesh West	Yes
	Himachal Pradesh	Yes
	Jammu Kashmir	NO
	Kolkata	Yes
	West Bengal	Yes
	Bihar	Yes
	Orissa	Yes
	NE	Yes
	MP	Yes
	Assam	Yes
	Rajasthan	Yes
	Gujarat	Yes
	Maharashtra & Goa	Yes
Andra Pradesh	Yes	

	Karnataka	Yes
	Kerala	Yes
	Chennai	No
	Tamil Nadu	No
VIL	Mumbai	Yes