

TERMS AND CONDITIONS OF PLAY FOR GOLD CHALLENGE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CHALLENGE KNOWN AS "**PLAY FOR GOLD CHALLENGE**". BY PROCEEDING WITH PARTICIPATION IN THE **PLAY FOR GOLD CHALLENGE**, 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 **PLAY FOR GOLD CHALLENGE**.

Terms and Conditions:

The **PLAY FOR GOLD CHALLENGE** (hereinafter referred to as "**Challenge**") is conceptualized, organized and conducted by **OnMobile Global Limited** having its registered office at Tower# 1 94/1 C & 94/2, Veerasandra Village, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore- 560100- India (hereinafter referred to as "**OnMobile**") in association with **Idea Cellular Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Suman Tower, Plot No. 18, Sector – 11, Gandhinagar – 382 011 and its corporate office at 5th Floor, Windsor, Off CST Road, Kalina, Santacruz (E), Mumbai-400098 (hereinafter referred to as "**Idea**"). OnMobile and Idea shall hereinafter be jointly referred to as "**Organisers**".

The Challenge is open for a limited period from **18th January 2014 ,00:00:01 hours** till **17th April, 2014, 23:59:59 hours** for the active¹ pre-paid as well as post-paid category of the Idea subscribers ("**Subscriber(s)**"²) of the following Idea telecom service areas circles ("**Circle(s)**"):

¹ An active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module ("**SIM**") on a regular basis for purposes other than to participate in this Challenge or any other challenges offered by the Organizers jointly.

²Subscriber shall mean the rightful user of the Idea connection, pre-paid or post-paid, in whose name the mobile phone number (MSISDN) is registered with the operator. In the event the number / connection is registered in the name of a company or firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate and authorization of the employer duly permitting the employee to use the MSISDN for participation in the Challenge, receive the gratifications and accept the terms applicable for the Challenge.

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***Classification of Circle(s) -**

S No	Circles
1	MAHARASHTRA
2	MADHYA PRADESH
3	GUJARAT
4	MUMBAI
5	TAMIL NADU
6	CHENNAI
7	ANDHRA PRADESH
8	KERALA
9	KARNATAKA
10	ORISSA
11	BIHAR
12	KOLKATA
13	WEST BENGAL
14	ASSAM
15	NORTH EAST
16	UTTAR PRADESH EAST
17	UTTAR PRADESH WEST
18	DELHI
19	HARYANA
20	RAJASTHAN
21	PUNJAB
22	HIMACHAL PRADESH
23	JAMMU & KASHMIR

For the avoidance of any doubt, please note that the gratifications offered under this Challenge are solely sponsored and distributed by OnMobile for the Highest Scorers (defined later) of this Challenge. and Idea is only providing information and data in relation to the active Subscribers

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participating in this Challenge and the Short Message Service Center (“**SMSC**”), to facilitate the Challenge by the active Subscribers.

The Challenge is not available to the Subscribers who are roaming outside their home Circles.

The Challenge will be available only in English on Short Message Service (“**SMS**”), and in the below mentioned languages on Interactive Voice Response (“**IVR**” or “**Voice**”):

English, Hindi, Gujarati, Marathi, Punjabi, Bengali, Malayalam, Telugu, Kannada and Tamil.

A Subscriber, by participating in the Challenge, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the Highest Scorers as set out herein, and any appropriate changes that may be made to this Challenge by the Organisers, including due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of the Organisers, its affiliates and associates or for any other reason whatsoever.

For the purposes of these Terms and Conditions, wherever the context so requires “**You**” or “**Your**” shall mean any natural person who is a Subscriber.

Also, by participating in this Challenge, You:

- Warrant that you have read, understood and agreed to conform to these Terms and Conditions.
- Warrant the accuracy, truthfulness and currency of all information that You have submitted.
- Agree that You are entering into this Challenge as an independent party and nothing herein establishes an employer-employee relationship between You and Idea or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in the Challenge, solely at Your own risk.
- Warrant that prior to participating in the Challenge, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.

These Terms and Conditions are available on the website at the following address: <http://idea.contestzone.in> (“**Website**”). The Terms and Conditions can be amended or varied

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from time to time or withdrawn and therefore, please visit the Website periodically to keep Yourself updated and informed.

By participating in the Challenge, You indicate Your acknowledgement and acceptance of these Terms and Conditions.

1. Procedure and Eligibility to participate:

2. This Challenge is valid for all active prepaid and postpaid Subscribers who fulfill the following criteria:

- He/she must be of or above 18 years of age;
- He/she must be a resident of India;
- He/she must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind;
- He/she must belong to any of the Circles mentioned above; and
- He/she must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

Further, the Subscribers who participate in the Challenge and are chosen as Highest Scorers of each category of gratification under the Challenger in accordance with the Highest Scorer selection process under the Terms and Conditions of the Challenge shall be required to be the registered Subscribers of the mobile phone number chosen as the Highest Scorer and not merely the persons using such mobile number ("**Highest Scorer(s)**"). If the Highest Scorer is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number, the Organizers reserve the right to award the gratification to the next eligible Highest Scorer or to forfeit the gratification, at its sole discretion.

3. Challenge on Voice:

- The Challenge will be available on 55256 on Voice.
- The Subscribers will be charged Rs. 2/- for each answer given by the Subscribers to the corresponding question in the Challenge.
- The charged amount will not be refunded to Subscribers under any circumstances.

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- In case the charging for any answer fails, for any reason whatsoever, a not charged prompt will be played and the call will be dropped. In such an event, the answer given by the Subscriber will be disregarded for the purposes of this Challenge.
- Subscribers will be informed about the participation charges for the Challenge, gratification and Terms and Conditions URL, when they call the number 55256 to participate in the Challenge.
- The Challenge consists of 900 skill based questions with two answer options for each question. The Subscribers can press 1 for option 1 or press 2 for option 2 on their phone keypad to answer each question of the Challenge.
- The Subscribers can press * to listen to a question again.
- The questions under the Challenge shall be based on information available to the public at large.
- For every right answer the Subscriber will get 1 point. There is no negative marking for a wrong answer.
- After every answer, the Subscriber will be played an appropriate response followed by the updated score and given the next question and answer options.
- If the Subscriber stops participating in the Challenge after answering the nth question then when he/she calls the number 55256 or sends GOLD as an SMS to 55256 he/she will be given the (n+1)th question.
- If Subscriber stops participating in the Challenge without answering the nth question, then when he/she calls the afore-mentioned number, he/she will be given the nth question, which maybe different from what he/she received previously, i.e., if a Subscriber listens to the 4th questions but drops the call without answering the 4th question, then when he/she calls again, he/she will be given the 4th question, which may be different from what he/she received previously.

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- All Subscribers can participate up to 900 questions in the Challenge, which may all be answered at once or during the period of the Challenge.
- The Subscribers are given the questions one after the other till he/she finishes answering all the questions of the Challenge.

4. Challenge on SMS:

- The Challenge will be available on SMS on 55256.
- For all Subscribers who participate in the Challenge for the first time by sending the keyword GOLD as an SMS to 55256, a welcome SMS will be sent to the number of the Subscribers registered with Idea, informing the Subscribers about the gratifications offered under the Challenge, the charges per answer and the Terms and Conditions URL. This will be followed by the 1st question and answer options.
- Each answer sent to 55256 to the corresponding question shall be charged at Rs. 2/-. In the event the charging for any answer is unsuccessful, such answer will be disregarded and the Subscriber will be sent an SMS on his/her number registered with Idea informing him/her of such unsuccessful charging.
- Subscribers may participate in the Challenge by sending the keyword GOLD to 55256 as an SMS and then sending a response to 55256 by typing 1 or 2 to the question that they received last.
- All Subscribers can participate up to 900 questions in the Challenge. The questions have 2 answer options each.
- For every right answer the Subscriber will get 1 point. There is no negative marking for a wrong answer.
- After every answer, the Subscriber will be sent an appropriate response, with the updated score and given the next question and answer options.

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- If a Subscriber stops participating in the Challenge after answering the nth question then when he/she sends an SMS to the number 55256, he/she will receive the (n+1)th question.
- The Challenge is available for participation only once for one MSISDN.
- If the Subscriber does not receive the subsequent question after answering the nth question, then he/she can continue participating in the Challenge either by sending SMS GOLD to 55256, or calling 55256, during the Challenge, to receive the next question.
- The Subscriber will be given the questions one after the other till he/she finishes answering all the questions of the Challenge.

5. Gratifications and Highest Scorer selection:

- **Bumper Gratification:**

The selection for the Bumper Gratification will be conducted after the Challenge ends. 1 MSISDN across all Circle-Groups*, with minimum 600 points, during the Challenge, will become eligible for a gold voucher worth upto Rs. 10 Lakhs. The Highest Scorers shall be entitled to use the gold voucher subject to the terms and conditions applicable to the gold voucher. The successful MSISDN which is chosen as Highest Scorer shall be removed from the list of eligible MSISDNs's for the 30 Day Gratification and Circle Gratification mentioned below.

- **Circle Gratification:**

The selection for the Circle Gratification will be conducted after the Challenge ends and after the selection of the Highest Scorer of the Bumper Gratification is completed. 1 MSISDN per Circle-Group*, with minimum 100 points in the Challenge, will become eligible for a gold voucher worth upto Rs. 50,000/-. The Highest Scorers shall be entitled to use the gold voucher subject to the terms and conditions applicable to the gold voucher.

- **30 Day Gratification:**

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The selection for the 30 day Gratification will be conducted at the end of every 30 days as per the schedule** mentioned below, from the beginning of the scheduled date till the end of the scheduled date for each 30 day period, both days inclusive. 1 MSISDN across all Circle-Groups*, with minimum 200 points, till the end of each 30 day period, will become eligible for gold voucher worth upto Rs. 2,00,000/-. The Highest Scorers shall be entitled to use the gold voucher subject to the terms and conditions applicable to the gold voucher. One Individual Highest Scorer, irrespective of the number of MSISDN's registered in his/her name with Idea, will be entitled to this gratification only once in the Challenge.

- **15 Day Gratification:**

The selection for the 15 Day Gratification will be conducted as per the schedule*** mentioned below. 1 MSISDN per Zone*, with minimum 25 points, till the completion of each 15 day period will become eligible for a gold voucher worth upto Rs. 10,000/-. The Highest Scorers shall be entitled to use the gold voucher subject to the terms and conditions applicable to the gold voucher. 1 MSISDN can be chosen as the Highest Scorer of the 15 Days Gratification only once in the Challenge.

- **Weekly Gratification:**

The selection for the Weekly Gratification will be conducted as per the weekly schedule**** mentioned below. 2 MSISDNs per Circle-Group*, with minimum 5 points, till the end of each week, will become eligible for a mobile Recharge³ worth up to Rs. 300. 1 MSISDN can be chosen as the Highest Scorer of the Weekly Gratification only once in the Challenge.

***Classification of Circle-Group(s) and Zone-**

³ Recharge is the amount that will be given to the Highest Scorers as talk-time, based on the available denominations or offers in the respective Circle-Group or State. In case in any of the Circle-Groups, the talk-time recharge value or denomination offered in the Challenge is not available, the Highest Scorers will be provided with the nearest value or denomination available for talk-time, data or SMS recharge which could be equal to or closest to the recharge value or denomination offered. All taxes and charges including but not limited to State tax, cess, operator charges etc. on such recharge will be applicable and will be borne by the Highest Scorer.

S No	Circle-Groups	Zone
1	MAHARASHTRA	West
2	MADHYA PRADESH	West
3	GUJARAT	West
4	MUMBAI	West
5	TAMIL NADU & CHENNAI	South
6	ANDHRA PRADESH	South
7	KERALA	South
8	KARNATAKA	South
9	ORISSA	East
10	BIHAR	East
11	KOLKATA & WEST BENGAL	East
12	ASSAM & NORTH EAST	East
13	UTTAR PRADESH EAST	East
14	RAJASTHAN	North
15	DELHI & HARYANA	North
16	UTTAR PRADESH WEST	North
17	PUNJAB & HIMACHAL PRADESH & JAMMU & KASHMIR	North

****Schedule for 30 Days Gratification**

Month	From	To
1	18 Jan	16 Feb
2	17 Feb	18 Mar
3	19 Mar	17 Apr

*****Schedule for 15 Day Gratification**

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Month	From	To
1	18 Jan	1 Feb
2	2 Feb	16 Feb
3	17 Feb	3 Mar
4	4 Mar	18 Mar
5	19 Mar	2 Apr
6	3 Apr	17-Apr

****** Schedule for Weekly Gratifications**

Week	From	To
1	18 Jan	23 Jan
2	24 Jan	30 Jan
3	31 Jan	6 Feb
4	7 Feb	13-Feb
5	14-Feb	20-Feb
6	21-Feb	27-Feb
7	28-Feb	6 mar
8	7 mar	13 mar
9	14 mar	20 mar
10	21 mar	27 Mar
11	28 Mar	3 Apr
12	4 Apr	10 Apr
13	11 Apr	17-Apr

- i) In case of a tie in the selection in any of the above-mentioned gratifications, 1 round of tie-breaker will be conducted for all the tied MSISDNs on Voice. In case of a further tie in the score and time taken, in the tie-breaker, the selection will be conducted by checking the time taken by the MSISDNs to answer x-1, x-2 questions in the tie-breaker. i.e., if the tie-breaker has 35 questions, and there is a tie in this, then, the time taken for an

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MSISDN to answer 35-1=34 questions will be considered. In case of a tie in this, then the time taken to answer 34-1=33 questions, and so on will be considered.

- If a Subscriber participates in the Challenge over both the channels (Voice & SMS), his/her score will only be cumulative and not exclusive for each of the channels. ie: if the Subscriber has started participating in the Challenge on Voice and has scored 2 points in 3 questions, if he/she drops the call and resumes participating through SMS, he/she will be given the 4th question, and if he/she answers the question correctly, his/her score will be 3. And this will be the score that will be considered for the Highest Scorer selection for all the gratifications.
 - A Subscriber is eligible to be chosen as the Highest Scorer of more than one gratification during the period of the Challenge, which means that he/she can be chosen as the Highest Scorer of more than one gratification provided he/she meets the above said criteria of the respective gratification or gets selected during the tie-breaker process.
 - Without prejudice to the foregoing, the Subscribers shall not hold the Organisers liable for the Highest Scorer selection process under this Challenge.
6. The gratifications offered in this Challenge will be sponsored and distributed by the On Mobile or by a designated third party.
 7. All gratifications will be given after deducting various taxes, license fees and charges as applicable.
 8. After the selection and validation of the Highest Scorers of the gratifications under the Challenge, the Highest Scorers will be contacted, by calling them on 3 consecutive days on the number registered with Idea, and will be given further details as to how, when and where they can collect their respective gratification. In the event any of the Highest Scorers do not answer the calls of OnMobile, an SMS will be sent to the Highest Scorers intimating them regarding their selection as the Highest Scorers under the different categories of gratifications and providing them the details as to how, when and where they can collect their respective gratification (“**Intimation**”). The gratification must be claimed by the Highest Scorers within 02 (Two) days from the date of Intimation to the Highest Scorer,

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failing which, the gratification(s) will be deemed to be forfeited by the OnMobile under the respective categories under the Challenge. The gratification offered under the Challenge may be given to the Highest Scorers during a special event, the venue, date and time of which shall be announced by the OnMobile, at its sole discretion, subsequent to completion of the Challenge. In the event no special event is being conducted by OnMobile, the Highest Scorers shall be requested to provide their address to which the gratification may be sent by OnMobile, by calling the number provided in the SMS within 7 days from the date of sending the SMS, failing which the gratification shall be forfeited. The gratification shall, under no circumstance be distributed from the amount charged by the Organisers for participating in the Challenge. Delivery of gratification will be subject to the Highest Scorers giving the correct address and his/her availability there. The Highest Scorers agree that there shall be no liability on the Organisers in the event such message does not reach such Highest Scorer on any account for any reason whatsoever. In the event that any of the Highest Scorers cannot be reached through SMS or calls for a period of 3 days from the date of Intimation, or are ineligible or are disqualified, for any reason whatsoever, OnMobile reserve the right to forfeit the gratification at its sole discretion. All decisions by the Organisers regarding the selection of the Highest Scorers shall be final and binding. In the event the gratification cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of OnMobile, the Highest Scorers shall collect them from the nearest place specified by OnMobile.

9. Without prejudice to the foregoing Clause 7, any failure on the part of the Highest Scorer under this Challenge to comply with directions issued by the Organisers shall entitle OnMobile, at its discretion, to cancel and forfeit the gratification for the said Highest Scorer and the same gratification will be given to the next eligible Highest Scorer. The gratification shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Highest Scorer(s). The Organisers shall not be responsible for any delay on part of a third party including the courier agency, in delivering the gratification. All costs and expenses for collecting the gratification unless otherwise specified shall be borne solely by the Highest Scorer under this Challenge and the gratification shall not be transferable and no request shall be entertained by the Organisers for such transfer.

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- 10.** To be eligible to claim the gratification/s under the Challenge, the MSISDNs chosen as the Highest Scorers shall be required to be active Subscribers of Idea during Highest Scorer announcement period.
- 11.** The gold voucher offered as gratification in this Challenge will be given to the Highest Scorer(s) after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, TDS at 30.99% or as applicable from time to time and applicable VAT on the purchase of the gold. The Highest Scorers will receive a TDS certificate in respect of the amount of tax deducted at source.
- 12.** The Highest Scorers can use the gold vouchers being given as Bumper Gratification, Circle Gratification, 15 Day Gratification and 30 Day Gratification in this Challenge to purchase gold only upto the value specified in the respective gold vouchers, irrespective of the rate of conversion of gold at the time of such purchase.
- 13.** The gratifications offered in this Challenge are subject to availability. OnMobile reserve the right to provide issue a Bank Card or Bank Voucher (defined below) for the value of the gratification given under the Challenge, after deducting applicable taxes, which may be redeemed by the Highest Scorer at stores accepting such Bank Card or Bank Voucher.
- 14.** Without prejudice to the foregoing, under no circumstance shall the Highest Scorers of the Challenge be entitled to redeem any category of gratification including a Bank Card for cash, unless expressly mentioned herein. OnMobile, at its sole discretion, may or may not provide a cash alternative to any of the gratification being offered in this Challenge.
- 15.** This Challenge is being made purely on a “best effort” basis and participation of eligible Subscribers is voluntary, and subject to the applicable terms and conditions.
- 16.** By entering the Challenge, 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 including without limitation daily updates on the score under this Challenge from the Organisers , as they may in their sole and absolute discretion decide.

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- 17.** Subscribers may contact OnMobile at 1800 1234 000 TOLL-FREE regarding any queries/complaints pertaining to the Challenge between 9.30 AM to 6.30 PM, on working days from Monday to Friday. Alternatively, Subscribers may send an email to contest@onmobile.com which shall be answered on working days. All disputes must be addressed by the Subscribers in writing to OnMobile, and Idea shall neither be responsible nor shall entertain any communication in this regard.
- 18.** Mere participation in the Challenge shall not entitle a Subscriber to the gratification. No other person or agent can claim the gratification on behalf of the Subscriber, unless otherwise expressly mentioned herein.
- 19.** By participating in the Challenge, Subscribers consent to the following information relating to them to be exchanged between Idea, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organisers may deem fit, for the purpose of Highest Scorer's announcement: name, mobile phone number, score and/or photograph. Organisers may, at their discretion, choose not to disclose the identity of the selected Highest Scorers to other Subscribers unless expressly mentioned herein. The Subscribers also consent to the information being shared by OnMobile with its affiliates and service providers and to the information being processed and stored in the servers of OnMobile or its service providers, inside or outside India.
- 20.** You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, Website and all material or content related to the Challenge shall remain, at all times, owned by the Organisers and/or their respective owners. All material and content contained in this Website is made available for Your personal and non-commercial use only. Any other use of the material/ content on this Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
- 21.** The Organisers are neither responsible nor guarantee the quality of the goods or services being offered as gratification nor are they liable for any defect or deficiency of goods or services so obtained/availed, by the Subscribers under this Challenge. The Organisers are also not liable for any defect/deficiency in the gratification(s) so offered or availed, by the Subscribers under this Challenge. The Subscribers shall not have the right to claim any

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damages, loss or costs from the Organisers for delay in delivery of the gratification(s) on any grounds whatsoever.

- 22.** Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organisers including, but not limited to, meeting of the Subscriber's requirements or aspirations, timeliness, security, the results or reliability of the Challenge, delay in sending or receiving the SMS for participating in the Challenge, delay in time taken or recorded under the tie-breaker process, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Challenge or any transactions effected through the Challenge; (b) The Subscriber expressly agree that his/her participation in the Challenge offered by the Organisers is at his/her sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Challenge shall be construed to mean the giving of any warranty of any kind by the Organisers.
- 23.** The gratification(s) under this Challenge are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the gratifications shall be subject to such other terms and conditions as may be applicable to specific gratification and shall have to be duly complied with by the Highest Scorer.
- 24.** The gratification(s) to the Highest Scorer shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents/papers as may be required by the Organisers before accepting the delivery of the gratification. Any failure on the part of the Highest Scorer to comply with directions issued by the Organisers for claim of gratification shall entitle the Organisers to forfeit the gratification(s) or roll the gratification over to the next eligible Highest Scorer, at their sole discretion.
- 25.** Any Subscriber providing any incorrect information or concealing/withholding any information from the Organisers with an intent to participate and/or be chosen as the Highest Scorer of the Challenge will automatically be disqualified from participating in it and being chosen as the Highest Scorer of the different categories of gratification. Such act of

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providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Idea number, domicile, payment of outstanding amount to Idea or any other information provided by the Subscriber, shall entitle the Organisers to disqualify him/her without any further intimation.

26. A Subscriber shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents as stipulated in clause 27 herein below for the purposes of receiving the gratification.

27. All gratification must be claimed by the Highest Scorers, along with the documents specified herein below within the specified timelines intimated by the Organisers. The documents required to be submitted along with the claim by the Highest Scorers include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):

- Identity Proof;
- Photocopy of PAN Card;
- Address Proof;
- In case of Highest Scorer holding a post-paid connection of Idea number and is entitled to a gratification, the value of which exceeds [Rs. 5,000/-], self-attested copy of the latest bill issued by the operator in respect of the Idea MSISDN registered with the Organisers under the Challenge;
- In case of Highest Scorer holding a pre-paid connection of Idea number and is entitled to a gratification, the value of which exceeds [Rs. 5,000/-], an affidavit in the format provided by the Organisers, declaring that the Highest Scorer is the rightful user of the Idea MSISDN and the same is registered with the operator in the name of the Highest Scorer; and
- Letter of compliance with rules and regulations and declarations in the format as may be required by the Organisers or applicable laws.

28. The Highest Scorers' names will be announced as registered in the system of Idea.

29. A Bank Voucher or Bank Card acts as a pre-filled card, in which the Highest Scorer's gratification amount, less TDS if applicable, is available and is given to the Highest Scorer at the discretion of the Organisers. This Bank Voucher can be used / swiped as a debit card in

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all outlets where Bank Cards are accepted. The Bank Voucher or Bank Card is valid for a minimum period of 6 (six) months from the date of its issue to the Highest Scorer. The applicable terms and conditions for such Bank Vouchers shall be the terms and conditions stipulated by the relevant bank. This Bank Card or Bank Voucher may be issued by the Organisers, at its sole discretion, to any of the category of gratification.

- 30.** The Subscribers shall indemnify and keep indemnified the Organisers and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which the Organisers may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers under the Terms and Conditions hereunder, any failure by the Subscribers to comply with applicable law and any third party claim in respect of misuse of any information of a third party. The Organisers shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscribers. The Organisers or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Highest Scorer or any third party, in connection with the Challenge.
- 31.** All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the Highest Scorers, including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government.
- 32.** Any gratification of value in excess of INR 10,000/- in a year will attract deduction of tax at source and all taxes to be paid on the gratification/s shall be paid by the Highest Scorer at the prevailing rate. Further, all Highest Scorers must furnish a valid Indian PAN Card copy to claim the gratification amount, or gratification, irrespective of the value of the same, failing which the Highest Scorer's gratification shall be forfeited, or the gratification shall be rolled over to the next eligible Highest Scorer, at the sole discretion of the Organisers.

****A Highest Scorer earning gratification in excess of INR 10,000/- in a year in aggregate from all challenges / offers conducted by OnMobile Global Limited as one of the organisers irrespective of the operator or other organisers will be subject to TDS under the Income Tax Act, 1961.**

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33. The list of the Highest Scorers of the gratification will be published on the Website- <http://Idea.contestzone.in>
34. Apart from the entitlement to the above gratifications, the Highest Scorer or their legal heirs, successors and representative will have no other rights or claims against the Organisers, unless expressly mentioned herein.
35. The list of Highest Scorers for the gratifications will be announced after the end of the Challenge and after all the Highest Scorer selection processes are completed.
36. The Subscribers and Highest Scorers hereby irrevocably authorize Idea and its subsidiaries to use the data gathered during and/or after the Challenge in respect of the Participant (including Participant name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Idea's brand.
37. The employees of the Organisers and their group companies, affiliate or associate companies shall not be eligible to be chosen as the Highest Scorer of any of the gratifications offered in this Challenge.
38. The gratification shall be handed over by OnMobile on receipt of all the documents, from the Highest Scorer, required to process the distribution of the gratification. This Challenge including the gratification cannot be used in conjunction with any alternative offer or promotion of a similar nature.
39. This Challenge 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 the Organisers (**"Force Majeure Event"**). The Organisers shall not be liable for any delay or adverse effect caused to this Challenge thereunder as a result of a Force Majeure Event. The Organisers shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the Subscribers within reasonable time.
40. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.

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- 41.** This Challenge is subject to guidelines/ directions issued by the Department of Telecommunications (“**DoT**”), Telecom Regulatory Authority of India (“**TRAI**”) or any other statutory authority from time to time.
- 42.** The decision of the Organisers in respect of all transactions under this Challenge including without limitation the selection of the Highest Scorers shall be final and binding.
- 43.** Questions and their answers, designed/sourced by the Organisers, are as per their best knowledge and information available and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, neither the Organisers nor any third party involved shall have any liability towards any Subscriber.
- 44.** The Organisers shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Organisers. Without limiting the generality of the foregoing, the Organisers shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Challenge, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.
- 45.** The Subscribers hereby agree and undertake not to hold the Organisers and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Challenge.
- 46.** The Organisers or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss

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of life), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the gratification offered in this Challenge.

- 47.** The Organisers reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Challenge or any part thereof including the eligibility criteria, the Terms and Conditions and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Subscriber. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscriber from the time of its posting on the Website. You are therefore advised to check the 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 Challenge.
- 48.** The Organisers may use sub-contractors or 3rd party vendors to execute certain tasks associated with this Challenge, without consent from the Subscribers.
- 49.** The Highest Scorers shall not be entitled to the gratification, in case he/ she fails to clear all outstanding dues payable to Idea and / or is not an active Subscriber of Idea on the date of announcement of the gratification and as on the date of claiming the gratification.
- 50.** The Organisers reserve the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Challenge, without giving any prior intimation to the Subscriber. Failure by the Organisers to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 51.** Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Challenge is a violation of laws and should such an attempt be made, the Organisers reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
- 52.** The Organisers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.

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- 53.** The officials of the Organisers, including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the Challenge.
- 54.** The provisions of this service, the Challenge and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.
- 55.** These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Mumbai.

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