

“Summer Fiesta” CONTEST

TERMS AND CONDITIONS OF “SUMMER FIESTA” CONTEST

1. The **“SUMMER FIESTA” Contest** (“Contest”) is open only to Indian citizens (individuals), residing in India aged 18 years or above and who are valid mobile Tata Indicom, Tata Docomo and Virgin Mobile subscribers of Tata Teleservices Limited (**TTSL**) and Tata Teleservices (Maharashtra) Limited (**TTML**). (TTSL and TTML are hereinafter collectively referred to as **“TTL”**)(hereinafter referred to as the “Participant/s”).
2. To participate in/register for the Contest, the Participants have to either, i) subscribe to Lumata pack and send SMS **“WIN”** to short-codes 54321/582820/58282/52222 to receive Contest questions, or ii) send SMS **“WIN”** to shortcodes 54321/582820/58282/52222 to receive Contest questions.
3. The Contest is organized by TTL for their subscribers, and managed by Lumata Digital India Pvt. Ltd. Of the address Level 12, Building No. 8, Tower C, DLF Cyber City, Phase II, Gurgaon, Haryana - 122002, India, (hereinafter referred to as “Lumata”).
4. The Contest is neither open to employees, distributors, franchisees, agents and suppliers of, TTL and Lumata, nor to the relatives /dependents of such employees, distributors, franchisees, agents, vendors and suppliers, . Unwanted agencies/ professional player/professional player using automated responders/programs/any tool to reply to contest questions and who are professional of participating in these types of contest and winning prizes shall not be eligible as they shall dilute the complete proposition of this Contest. TTL decision in this regard shall be final and binding on the Participants of the Contest. TTL shall not entertain any dispute in this regard.
5. The Contest shall run for the period of 84days (12 weeks)____commencing from16th May 2014 at 00.01 hours in the morning and concluding on. 8th August--2014 at 0000 hours in the night (both days inclusive) (hereinafter referred as the “Contest Period”).
6. The Contest is valid only in India.
7. The participation in the Contest is purely voluntary.
8. The Contest is in the form of questions based on general knowledge, which must be answered by the Participant by using his knowledge and skill. The Participant will score 1 point for every correctly answered question.

9. The Lumata pack subscribed Participants will be charged Re. 1/- per SMS. The daily/weekly/monthly subscription and high volume pack charges of Lumata pack shall be Rs.45/18/5/2 respectively, with all fall-back pricings. Non-subscribed Participants will be charged Rs. 5 per SMS. The charges paid by the Participants are towards the services and no additional charge is collected from the Participants for participating in the Contest. The Contest is for the benefit and encouragement of the Participants.

10. There will be 1 weekly prize, 1 monthly prizes and 1 Bumper Prize.

11. The criteria for selection of winners shall be as follows:

- i. Weekly prize category: 1 Participant with highest score(across India) during a Contest week; subject to minimum score of 3000(Three Thousand) points in that week and has played the contest for 6 days scoring minimum 5 points daily will be declared as weekly winners for that contest week.
- ii. Monthly prize category: 1 Participant with highest score(across India) during a Contest month; subject to minimum score of 12000 points and has played the contest for minimum 25 days scoring minimum 10 points daily in that contest month will be declared as monthly winners.
- iii. 1 Participant scoring highest score during entire contest period and have score more than 250000(across India) and has played the contest for 700 days scoring minimum 25 points daily will be declared as Bumper winner.

12. In case there are two or more Participants with the same score for the relevant Contest day or Contest week or Contest month or Contest Period; as the case may be, then the Participant who has made the relevant score first in point of time as per TTL records will be considered by TTL as the first winner for the specific prize. The other Participant who have scored the same points as first winner but in time longer than first winner, will be first considered for the balance prizes of the relevant Contest day or Contest week or Contest month or Contest Period; as the case may be, and then the Participants with second highest score or so on. The decision of TTL shall be final and binding on the Participants of the Contest. TTL shall entertain no dispute in this respect.

13. There will be no repetition in weekly and monthly winners.

14. The prizes are as under:

GSM+CDMA	Gratifications	Winners	Cost/Winner	Gratification during entire Contest Period	Final Value
Weekly	CASH	1/WEEK	50,000	12	6,00,000
Monthly	Tata Nano	1/Month	1,50,000	3	4,50,000
Bumper	Honda Amaze	1/Bumper	5,00,000	1	5,00,000
				Total	15,50,000

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16. TTL and Lumata at their sole discretion can provide any other prize in kind as an alternative to the prizes referred above.
17. The Participants understand that the prize/s under the Contest are sponsored and provided by Lumata and TTL shall not be held responsible or liable for non-delivery or shortfall or deficiency in the prize/s, and all the legal remedies in relation to the prizes shall solely lie against the Lumata.
18. One Participant can participate any number of time and there is no restriction on number of question played by a Participant
19. The winners shall be intimated by way of telephonic call followed with SMS, on confirmation of the list of winners by TTL, within the number of days mentioned below
 - Daily winners – within 30 days of the relevant Contest day
 - Weekly winners - within 45 days of the relevant Contest week
 - Monthly winner/s - within 60 days of the completion of relevant Contest month/ Contest Period.
20. In the event, no response is received from the concerned winner to the telephonic call or SMS within 15 days of intimation by Lumata, then his/her prize/s will be forfeited.
21. The prize/s will be distributed within 30 days from the acknowledgement of the acceptance of the prize/s by the concerned winner in response to the communication from Lumata, subject to the submission of supporting documents by winner as required by Lumata and TTL. If the winner absents from taking the delivery of the prize/s, and fails to collect the same within 30 days from the acknowledgement of the acceptance of the prize/s by him/her, then his/her prize/s shall stand forfeited.
22. The prize/s of the Contest will be given only to the winner/s in whose name the mobile phone number is registered. The winner needs to be the TTL active subscriber at the time of receipt of prize/s and winner should have cleared all the outstanding dues of TTL. To redeem the prize, the winner should declare his name & address and provide proof of identity and other supporting documents as may be required by TTL.

23. Neither TTL nor Lumata will be responsible for any loss, damage, claimed/demanded by the Participants due to any of the following reasons:-
- a. Participant is unable to send the SMS for whatever reasons to the Contest short code
 - b. Participant sends an SMS inadvertently or otherwise to a wrong SMS code;
 - c. Participant sends the SMS but with wrong text;
 - d. Participant is unable to understand the terms and conditions of the Contest;
 - e. Participant is unable to understand the process of participation or is unable to participate in the Contest;
 - f. Participant is declared as a winner but is aged less than 18 years of age or is incompetent to enter into a contract;
 - g. Any other reason, event, error or incidence not within the control of TTL/Lumata.
24. Apart from the entitlement to the above prize/s, the winner/s or their legal heirs will have no other rights or claims against Lumata or TTL.
25. TTL reserves the right to terminate, modify or extend this Contest at any time at its absolute discretion, with notice to the Participants.
26. The Contest cannot be clubbed with any other contest or offer.
27. The prize/s shall be subject to the laws of India, including all the tax laws. All applicable regulatory and statutory duties, cess, surcharges, taxes (including TDS deduction by Lumata), insurances, transfer fees, registration fees etc. that may be applicable to avail/use the prize/s will be borne by the winner. All incidental costs/taxes/levies related to the prize(s), shall be exclusively borne by the winner.
28. TTL and/or Lumata shall not be liable for any failure to comply with its obligations contained herein, caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riots, civil commotion, terrorist attack, inevitable accidents, acts of god or any other circumstances amounting to Force Majeure.
29. TTL and/or Lumata shall not be responsible for any loss or damage if it has to discontinue or cancel this Contest in compliance with any law, ruling, order, regulation, circular, notification, requirement or instruction of any Central/State Government or for any other unavoidable reason beyond its control. The participants shall be informed of such discontinuance/cancellation as soon as possible, through the Tata DoCoMo website.

30. The participation in this Contest implies unconditional acceptance of all the terms and conditions of the Contest by the Participants.
31. The decision of TTL as to the interpretation of any of these terms and conditions shall be final and binding on the Participants.
32. Any disputes with regard to the Contest, will be subject to the exclusive jurisdiction of the courts in Mumbai.
33. Neither TTL nor Lumata shall be responsible if the Participant is unable to participate in the Contest due to network failure, network congestion, network unavailability or any such technical issues faced by the Participant.
34. If any provision of these terms and conditions is found to be invalid by any Court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.
35. The participant hereby understands and gives his/ her irrevocable consent for personal information relating to the subscriber to be exchanged with TTL or published and/or communicated to/in any media that it may deem fit, and TTL or their vendors may, at its sole discretion choose to publish or disclose the name(s), phone number(s), score(s) and/or photographs of Participants, if required, and specifically, of winner
36. Prize/s are non- transferable and non- substitutable