

TERMS AND CONDITIONS – GOLD BONANZA CONTEST OR SONE KI BAARISH

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**GOLD BONANZA CONTEST**” OR “**SONE KI BAARISH CONTEST**”. BY PROCEEDING WITH PLAYING THE **GOLD BONANZA CONTEST OR SONE KI BAARISH CONTEST**, 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 **GOLD BONANZA CONTEST** OR THE **SONE KI BAARISH CONTEST**.

Terms and Conditions:

1. “**GOLD BONANZA CONTEST**” OR “**SONE KI BAARISH CONTEST**” (hereinafter referred to as the “**Contest**”) is conceptualized, organized and conducted by OnMobile Global Limited, a company incorporated under the Companies Act, 1956 and 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 (“**OnMobile**” or “**Organizer**”) for active¹ pre-paid and post-paid category of Subscribers² (“**Subscriber(s)**”) of Bharat Sanchar Nigam Limited a company having its registered office at Bharat Sanchar Nigam Limited, (NS Branch), 10th Floor West Wing, Chandralok Building, Janpath, New Delhi - 110001 (hereinafter referred to as “**BSNL Mobile**” or “**BSNL**”) and is valid during the period from **18th September 2014, 00:00:01 hrs to 16th November 2014, 23:59:59 hrs** (hereinafter referred to as the “**Contest Period**”). Organizer reserves the right to extend or shorten the Contest Period, as it deems fit, and any such change shall be published on the website, www.bsnl.contestzone.in (“**Website**”). The Terms and Conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website to keep Yourself (defined below) updated and informed.
2. The Contest is open for all Subscribers who satisfy the eligibility criteria mentioned in Clause 3 below, who belong to the following BSNL Mobile telecom circles (“**Circles**”) of KARNATAKA, KERALA, ANDHRA PRADESH, MAHARASTRA, GUJARAT, MADHYA PRADESH, CHATTISGARH, CHANDIGARH CLUSTER (PUNJAB, HARYANA, JAMMU & KASHMIR and HIMACHAL PRADESH), RAJASTHAN, UTTAR PRADESH EAST, UTTAR PRADESH WEST, KOLKATA CLUSTER (KOLKATA, ASSAM, NORTH EAST 1, NORTH EAST 2, WEST BENGAL) ORISSA, BIHAR AND JHARKHAND.

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 the Contest or any other contests offered by the Organizer and BSNL Mobile jointly.

² Subscriber shall mean the rightful user of a BSNL Mobile 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 connection shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for participation in the Contest, receive the prizes and accept the terms applicable for the Contest.

3. Eligibility

This Contest is open for subscription for all active prepaid and post-paid categories of BSNL Mobile Subscribers who fulfil the following criteria:

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

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

Also, by participating in this Contest, You:

- Agree to the Terms and Conditions mentioned below and give Your consent for the same;
- Agree that You are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between You and BSNL Mobile or between You and OnMobile and You are acting voluntarily, using Your own time and resources to participate in this Contest, solely at Your own risk;
- 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; and
- Warrant that prior to participating in the Contest, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.

The Contest will be available in the below mentioned languages in below mentioned names:

Gold Bonanza Contest: Malayalam, Kannada, English, Telugu,

Sone Ki Baarish: Hindi, Punjabi, Bengali, Oriya, Marathi, Gujarati.

A Subscriber by participating in the Contest, hereby agrees to the Terms and Conditions mentioned below and gives his/her irrevocable consent to the process of selecting the Winners (defined later) under this Contest as set out herein, and any appropriate changes that may be made to this Contest by the Organizer 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 Organizer, its affiliates and associates or for any reason whatsoever.

Subscribers who are roaming outside their home Circle will be barred from playing the Contest.

Further, the Subscribers who participate in the Contest and are chosen as winners under each category of prize in accordance with the winner selection process detailed in these Terms and Conditions will be the registered BSNL Mobile Subscribers of the winning mobile phone number and not merely the players using such mobile number (“**Winner(s)**”). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number, the Organizer reserves the right to award the prize to the next eligible Winners or to forfeit the prize, at its sole discretion.

4. Charging:

- All Subscribers will be charged at Rs.5/minute when they participate in the Contest through their mobile phones and at 20 second pulse on a landline registered with BSNL.

5. Contest on Voice

- Contest will be available on the number 1255566 for all Subscribers.
- The questions under this Contest shall be based on information available to the public at large.
- The Contest consists of a total of 600 questions, divided into two sets of 300 questions in each set. Each question under the Contest will have 2 answer options.
- Once a Subscriber has played all the questions in the first set, he/she may play the second set of questions. Prior to commencing playing the second set, the score of the Subscriber shall be set at zero. Playing the second set is at the option of the Subscribers. The questions under each set shall be different.
- The Subscriber can press 1 for 1st option or 2 for 2nd option on the phone keypad to answer.
- After every question and answer options, a “beep” prompt will be played, post which Subscribers can answer the question.
- For every right answer the Subscriber will get 1 point. There is no negative marking for a wrong answer.
- After every right or wrong answer, the Subscriber will be played an appropriate prompt followed by his/her updated score and the next question and option answers.
- The time taken for answering a question is calculated from the time the question, answer and the “beep” prompts finish playing till the time the Subscriber provides an answer by pressing the relevant key.

- If the Subscriber stops playing further questions, then he/she can continue playing by calling back on 1255566, to receive the next question.
- To listen to a question again Subscriber can press *.
- If a Subscriber stops playing the Contest after answering the nth question on any day during the Contest Period, then when he/she calls back on the number 1255566, as mentioned above on the same day, he/she will be played the (n+1)th question. If a Subscriber stops playing the Contest without answering the nth question then when he/she calls back on the number on the same day, he/she will be played the nth question which may be different from what he/she received previously i.e., if a Subscriber listens to the 4th question but drops the call without answering the 4th question, then when he/she calls back, he/she will be played the 4th question which may be different from what he/she received previously.
- The Subscriber will be played the questions one after the other till he/she finishes answering all the questions for the Contest.
- For the Winner Selection Process, the cumulative score of the Subscriber, achieved in the least amount of time under either of the sets, will be considered.

6. Selection of successful Winners – The selection process of the successful Winners for all the prizes in this Contest will be as follows:

Bumper Prize: - The selection for the Bumper Prize will be conducted after the Contest ends. One MSISDN across all Circle-Groups*, as per the classification of Circle-Groups mentioned below, with the maximum points, in the least amount of time, will be selected as the Winner of a Gold Voucher worth up to Rs.50,000. The winning MSISDN will be removed from the list of eligible MSISDNs for the 1st Prize and 2nd Prize. The Winner shall be entitled to use the Gold Voucher subject to the terms and conditions applicable to the Gold Voucher.

1st Prize: - The selection for the 1st Prize will be conducted after the Contest ends and the Bumper Prize Winner is selected. One MSISDN, per all Circle-Group*, as per the classification of Circle-Groups mentioned below, with the second highest score in the Contest, in the least amount of time, after the Bumper Prize Winner, will be selected as the Winner of a Digital Camera or Smart Phone worth up to Rs 10,000. This MSISDN will be removed from the eligible list of MSISDN's for the 2nd Prize.

2nd Prize: - The selection for the 2nd Prize will be conducted after the Contest ends and the Bumper Prize Winner and 1st Prize Winner is selected. One MSISDN, per Circle-Group*, as per the classification of Circle-Groups mentioned below, with the third highest score in the Contest, in the

least amount of time, after the Bumper Prize Winner and the 1st Prize Winner, will be selected as the Winner of Bank Gift Card worth up to Rs 5,000.

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

Mobile	Landline	ZONE
Karnataka	Karnataka	South
Kerala	Kerala	South
AP	AP	South
Maharashtra	Maharashtra	West
Gujarat	Gujarat	West
MP/CG	MP/CG	West
Chandigarh Cluster (Punjab, Haryana, JK, HP)	Chandigarh Cluster (Punjab, Haryana, JK, HP)	North
Rajasthan	Rajasthan	North
UP East	UP East	North
UP West	UP West	North
Kolkata Cluster (Kolkata, Assam, NE1, NE2, WB)	Kolkata Cluster (Kolkata, Assam, NE1, NE2, WB)	East
Orissa	Orissa	East
Bihar/Jharkhand	Bihar/Jharkhand	East

-In case of a tie in the selection of any of the afore-mentioned prizes, the Winners will be selected through a system generated process, scrutinized by an independent audit committee. The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Challenge will be carried out in the presence of an independent third party auditor (“**Independent Auditor**”) who shall, after the selection of the Winners, certify such process.

- The maximum points which may be scored by a Subscriber under this Contest in each set may be 300 or less. However, the highest score for each set in the Contest shall be based on the highest number of correct answers, answered in the least amount of time by a Subscriber.

7. All prizes will be given after deducting various taxes and charges as applicable.

8. The list of Winners of all prizes will be announced after the end of the Contest and after all the Winner selection processes are completed.

9. All prizes offered in this Contest will be sponsored and distributed by the Organizer or any third party.
10. All decisions of the Organizer in respect of all transactions under this Contest, including without limitation the selection of Winners and other related transactions shall be final and binding and no correspondence or communication shall be entertained in this regard.
11. All incidental costs, taxes and levies related to the prize(s), if any, shall be exclusively borne by the Winners, including but not limited to wealth tax (if any), insurance, road tax and any other taxes applicable by the Central, State or Municipal government.
12. After the selection and validation of the Winners of all the prizes under the Contest, the Winners will be contacted, by calling them on 3 consecutive days on the number of the Winner registered with BSNL, and will be given further details as to how, when and where they can collect their respective prizes. For such purpose the Winner(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-67186352 or 080-67186344. The Organizer shall not be liable for any reason whatsoever in the event the Winners respond or communicate in any form, with any other number. In the event the Winners do not answer the calls of the Organizer, an SMS will be sent to the MSISDN of the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes ("**Intimation**"). The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer under the respective categories under the Contest. The prizes offered under the Contest may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Contest. In the event no special event is being conducted by the Organizer, the Winners shall be requested to provide their address to which the prizes may be sent by Organizer, failing which the prize shall be forfeited. The prizes shall, under no circumstance be distributed from the amount charged by OnMobile or BSNL for playing the Contest. Delivery of prizes will be subject to the Winners giving the correct address and his/her availability there. The Winners agree that there shall be no liability on Organizer in the event such message does not reach such Winner on any account for any reason whatsoever. In the event that any of the Winners cannot be reached over phone or through SMS for a period of 3 days from the date of Intimation or are ineligible or are disqualified, for any reason whatsoever, the Organizer reserves the right to forfeit the prize at its sole discretion.
13. Without prejudice to the foregoing Clause 12, any failure on the part of the Winner under this Contest to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and the same prize will be given to the next eligible Winner and this is limited up to 3 Winners. The prizes shall be distributed only after and subject to confirmation of an existing Permanent Account Number ("**PAN**") of the Winner(s). All costs and expenses for collecting the prize unless otherwise specified shall be borne solely by the Winners under this Contest and the prizes shall not be transferable and no request shall be entertained by the Organizer for such transfer. In the event the prizes cannot be delivered, when specified that they will be delivered, due to reasons beyond the control of the Organizer, the Winners shall collect them from the place specified by the Organizer.

- 14.** To be eligible to claim the prizes under the Contest, the winning MSISDNs have to be active Subscribers of BSNL Mobile at the time of the Winner announcement.
- 15.** You may directly contact OnMobile at 1800 1234 000 (toll-free) regarding any queries, disputes or complaints pertaining to the Contest between 9.30 AM to 6.30 PM, on all working days from Monday to Friday. Alternatively, You may send an email to contest@onmobile.com which will be answered on working days, between Monday to Friday, from 9:30 a.m. to 6:30 p.m. All disputes must be addressed by You in writing to OnMobile directly and BSNL Mobile shall not entertain any communication in this regard.
- 16.** By entering the 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 on Your number registered with BSNL Mobile including without limitation daily updates of Your score under the Contest from the Organizer, as it may in its sole and absolute discretion decide.
- 17.** Organizer, BSNL Mobile and their respective affiliates shall be entitled to use, in any manner, the details of the Subscribers including their names, photograph, number registered with BSNL Mobile, address etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any. By participating in the Contest, all Subscribers hereby agree to the same. Organizer may, at its discretion, choose not to disclose the identity of a Subscriber to other Subscribers unless expressly mentioned herein.
- 18.** By participating in the Contest, Subscribers consent to the following information relating to them to be exchanged between BSNL Mobile, OnMobile and their concerned vendors and/or published or otherwise communicated to in any media that the Organizer may deem fit, for the purpose of Winner announcement: name, mobile phone number registered with BSNL Mobile, score and/or photograph. 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.
- 19.** Prize(s) shall not be transferable. Cash alternative for the prizes may or may not be given at the sole discretion of the Organizer. Mere participation in the Contest shall not entitle a Subscriber to any prize. No other person or agent can claim the prize on behalf of the Winner, unless expressly mentioned herein.
- 20.** All prizes offered in this Contest are subject to availability. Organizer reserves the right to provide alternate models or brands or issue a Bank Gift Card (defined below) for the value of the prize won under the Contest, after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Gift Card.
- 21.** The gold voucher which may be given to the Winner(s) as a prize shall be given after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, Tax Deducted

at Source (“TDS”) @ 30.99% or as applicable from time to time and applicable Value Added Tax on the purchase of the gold. The Winner will receive a TDS certificate in respect of the amount of TDS, and also a statement showing the value of the gold received.

22. The purity of the gold being offered as prize in this Contest will be of 22 carat certified gold. The Winners may use the gold vouchers being given in this Contest to purchase gold only up to the value specified in the respective gold vouchers, irrespective of the rate of conversion of gold at the time of such purchase.
23. A Bank Gift Card acts as a pre-filled card, in which the Winner’s prize amount, less TDS if applicable, is available and is given to the Winners under any category of prizes under the Contest, at the sole discretion of the Organizer. This Bank Gift Card can be used and/or swiped as a credit or debit card in all outlets where debit or credit cards are accepted. The Bank Gift Card is valid for a minimum period of 6 (six) months from the date of issue to the Winner. The applicable terms and conditions for such Bank Gift Card shall be the terms and conditions stipulated by the relevant bank.
24. A Subscriber shall be considered ineligible to claim a prize hereunder, 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 25 herein.
25. All prizes must be claimed by the Winners, along with the documents specified herein below within the specified timelines intimated by the Organizer. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):
 - a. Identity Proof;
 - b. Address Proof;
 - c. Photocopy of PAN Card;
 - d. In case of Winner holding a pre-paid connection of BSNL Mobile and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], an affidavit in the format provided by the Organizer, declaring that the Winner is the rightful user of the BSNL Mobile number and the same is registered with the operator in the name of the Winner;
 - e. In case of Winner holding a post-paid connection of BSNL Mobile number and is entitled to a prize, the value of which exceeds [Rs. 5,000/-], self-attested copy of the latest bill issued by the operator in respect of the BSNL Mobile number registered with the Organizer; and
 - f. Letter of compliance with rules and regulations and declarations in the format as may be required by BSNL Mobile or applicable law.
26. Any prize 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 prize/s shall be paid by the Winner at the prevailing rate. Further, all the Winners must furnish a valid Indian PAN Card to claim the prize amount, or prize, irrespective of the

value of the same, failing which the Winners' prize shall be forfeited, or the prize shall be rolled over to the next eligible Subscriber, at the sole discretion of the Organizer.

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

27. Neither BSNL Mobile nor OnMobile is responsible nor guarantees the quality of the goods or services being offered as prizes under this Contest nor is it liable for any defect or deficiency of goods or services so obtained/availed by the Subscribers under this Contest. OnMobile is also not liable for any defect or deficiency in the prize(s) so offered or availed, by the Subscribers under this Contest. The Subscribers shall not have the right to claim any damages, loss or costs from OnMobile for delay in delivery of the prize(s) on any grounds whatsoever.
28. Organizer and BSNL Mobile are not liable for any loss or damage of any nature whatsoever if incurred by the Subscribers in connection with the Contest.
29. This Contest may contain factual references to the names of certain companies, products and individuals. The Organizer and BSNL make no representation of having a business relationship or tie-up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
30. In all contests launched by Organizer and BSNL Mobile jointly ("**BSNL Contest(s)**") for the financial year 2014-15, one individual Winner, irrespective of the number of mobile connections registered in his/her name with BSNL Mobile, is entitled to win prizes aggregating up to Rupees One Lakh only ("**Threshold Limit**"). However,
 - a. Notwithstanding the Threshold Limit, if an individual Winner, irrespective of the number of mobile connections registered in his/her name with BSNL Mobile has either not achieved the Threshold Limit for the financial year 2014-2015 or has not won any prize under any BSNL Contest in the financial year 2014-2015 and subsequently wins an individual prize in the financial year 2014-15 which results in his/her cumulative winnings for the financial year 2014-15 crossing the Threshold Limit, shall, as an exception, be entitled to his/her cumulative winnings in the financial year 2014-15. It is to be noted that the individual Winner will be entitled to such an exception only if a prize under any BSNL Contest in the financial year 2014-15, individually results in him/her crossing the Threshold Limit in the financial year 2014-15.
 - b. Once any individual Winner crosses the Threshold Limit for the financial year 2014-15, he/she will no longer be eligible to win prizes worth Rupees Ten Thousand and/or above in the financial year 2014-2015.

- c. In the event there are multiple BSNL Contests live simultaneously, the Winner announcement of which need not follow the same order as the respective BSNL Contest launch date, then the order of the BSNL Contests for the purpose of reckoning the limits aforesaid shall be as determined by the Organizer at its sole discretion.

- 31. In all BSNL Contests for the financial year 2013-14, one individual Winner, irrespective of number of mobile connections registered in his/her name with BSNL Mobile, who has already won prizes aggregating Rupees Two Lakh Fifty Thousand or more for such financial year 2013-14, will not be eligible to win prizes worth Rupees Ten Thousand or more for the financial year 2014-15.
- 32. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organizer including, but not limited to, meeting of the Subscriber's requirements or aspirations, failure of network security of any nature, timeliness, security, the results or reliability of any Contest, or the delivery, quality, quantity, merchantability, delay in time taken or recorded for answering a question during the Contest Period, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any transactions effected through the Contest; (b) The Subscribers expressly agree that his/her participation in the Contest offered by the Organizer is at the Subscribers 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 Contest shall be construed to mean the giving of any warranty of any kind by the Organizer.
- 33. The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) and on production of all such documents/papers as may be required by the Organizer before accepting the delivery of the prize. Any failure on the part of the Winners to comply with directions issued by the Organizer for claim of prize shall entitle the Organizer to forfeit the prize(s).
- 34. The Prizes shall be handed over by the Organizer on receipt of all the documents as specified herein, from the Winners, required to process the distribution of the different categories of prize herein.
- 35. The list of the Winners of the Prizes will be published on www.bsnl.contestzone.in after the end of the Contest.
- 36. This offer under this Contest cannot be used in conjunction with any alternative offer or promotion of a similar nature.
- 37. 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 BSNL Mobile and/or OnMobile ("Force Majeure Event"). Neither OnMobile nor BSNL Mobile shall be liable for any delay or adverse effect caused to Gold Contest Club or this Contest as a result of a Force Majeure Event. OnMobile and/ or BSNL Mobile shall

intimate the suspension of Gold Contest Club or this Contest caused as a result of such Force Majeure Event to the Subscribers.

- 38.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 39.** This Contest is subject to guidelines and directions issued by the Department of Telecommunications (“DoT”), Telecom Regulatory Authority of India (“TRAI”) or any other statutory authority from time to time.
- 40.** Questions and their answers, designed and sourced by OnMobile, 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 OnMobile nor any third party involved shall have any liability towards any Winner.
- 41.** The Organizer and /or BSNL Mobile shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Contest including but not limited to any technical failures in the telephone lines, delay in transmission, delay in time recorded or taken for answering a question, failure of servers or the failure to provide the correct Contest score updates or any mistakes arising out of technical snags. Further, the Organizer shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of BSNL Mobile or the Organizer.
- 42.** Organizer, BSNL Mobile or any of their group entities or affiliates, or 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 of life), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Contest.
- 43.** BSNL Mobile and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion at any time during its validity as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or statutory changes and for other reasons beyond its control. 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 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 participation in the Contest thereunder will constitute your acceptance of the latest revised Terms and Conditions.

- 44.** The employees of BSNL Mobile and/or OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Contest or win any of the prizes offered in this Contest.
- 45.** BSNL Mobile and Organizer may assign any or all of their rights under these Terms and Conditions to any of their affiliates, associate companies, subsidiaries or to any third party without consent of the Subscribers.
- 46.** The Organizer and/or BSNL Mobile 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 Contest. Failure by Organizer or BSNL Mobile to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 47.** Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Contest is a violation of the applicable laws and should such an attempt be made, the Organizer and/or BSNL Mobile reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
- 48.** Organizer and BSNL mobile do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.
- 49.** Organizer's and BSNL Mobile's officials including their directors, officers, partners, employees, consultants, dealers, distributors and agents are under no obligation to render any advice or service to any Subscriber in respect of the Contest.
- 50.** You, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content or Website and all material or content related to the Contest shall remain, at all times, owned by BSNL Mobile, OnMobile and 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.
- 51.** The Subscribers shall indemnify and keep indemnified BSNL Mobile and OnMobile 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 OnMobile or BSNL Mobile 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, any failure by the Subscriber participating in this Contest to comply with applicable law and any third party claim in respect of misuse of any information of a third party. BSNL Mobile and OnMobile shall have the right to defend themselves, pursuant to this Clause, at the cost of the Subscriber. The Organizer, BSNL Mobile 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 Winner or any third party, in connection with the Contest.

- 52.** Nothing in the Contest shall affect any intellectual property rights of BSNL Mobile or the Organizer or any of their affiliates in any product or service made available on the Website.
- 53.** Apart from the entitlement to the above mentioned prizes, the Winners or their legal heirs, successors and representative will have no other rights or claims against the Organizer.
- 54.** The Subscribers and Winners hereby irrevocably authorize Organizer, BSNL Mobile and its subsidiaries to use the data gathered during and/or after the Contest in respect of the Subscriber (including Subscribers name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without BSNL Mobile's brand.
- 55.** The Winners' names will be announced as registered in the system of BSNL Mobile.
- 56.** A Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to BSNL Mobile and / or is not an active Subscriber of BSNL Mobile on the date of announcement of the prize and as on the date of claiming the prize.
- 57.** This Contest is being made purely on a "best endeavor" basis and participation of eligible Subscribers is voluntary, and subject to acceptance of these Terms and Conditions.
- 58.** These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Bangalore in respect of any disputes or any matter arising here from.