

TERMS AND CONDITIONS OF DREAM BIG CHALLENGE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CHALLENGE KNOWN AS “**DREAM BIG CHALLENGE**”. BY PROCEEDING WITH PARTICIPATION IN THE **DREAM BIG 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 **DREAM BIG CHALLENGE**.

Terms and Conditions:

The **DREAM BIG 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 **11th November 2014 , 00:00:01** hours till **8th February 2015, 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) –**

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

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

Circle	Voice			SMS
	Language 1	Language 2	Language 3	
ANDHRA PRADESH	Telegu	English	Hindi	English
ASSAM & NORTH EAST & ORISSA & KOLKATA & WB	Hindi	English		Hinglish
Bihar	Hindi	English		Hinglish
DELHI & HARYANA	Hindi	English		Hinglish
GUJARAT	Gujarati	Hindi	English	Hinglish
HIMACHAL PRADESH & PUNJAB & JAMMU & KASHMIR	Hindi	English		Hinglish
KARNATAKA	Kannada	English	Hindi	English
KERALA	Malayalam	English	Hindi	English
MAHARASHTRA	Marathi	Hindi	English	Hinglish
MADHYA PRADESH	Hindi	English		Hinglish
MUMBAI	Marathi	Hindi	English	Hinglish
RAJASTHAN	Hindi	English		Hinglish
TAMIL NADU & CHENNAI	Tamil	English	Hindi	English
UTTAR PRADESH EAST	Hindi	English		Hinglish
UTTAR PRADESH WEST	Hindi	English		Hinglish

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

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

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 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.

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1. Procedure and Eligibility to participate:

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 Challenge 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 Organisers reserve the right to award the gratification to the next eligible Highest Scorer or to forfeit the gratification, at its sole discretion.

2. Charging:

- The Subscribers will be charged Rs. 2/- for each answer given by the Subscriber to the corresponding question in the Challenge.
- The charged amount will not be refunded to Subscribers under any circumstances.
- Subscriber will be charged immediately from the time OnMobile's system receives the answer response for the relevant question.
- Every answer sent to the number 55256 by the Subscriber shall be charged at Rs 2/- per SMS.

3. Challenge on Voice:

- The Challenge will be available on the toll free number 55256 on Voice.

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- Subscribers will be informed about the participation charges for the Challenge, gratification and Terms and Conditions URL, when they call the number 55256 (toll-free) to participate in the Challenge.
 - The Challenge consists of 900 questions, divided into five level of questions(“Level(s)”), with two answer options for each question.
 - Level 1 consists of 50 questions;
 - Level 2 consists of 100 questions;
 - Level 3 consists of 150 questions;
 - Level 4 consists of 200 questions and;
 - Level 5 consists of 400 questions.

The Subscribers may play the questions under each Level anytime during the Challenge period. The Subscribers may 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 right answer, the Subscriber will be played an appropriate response followed by the updated score and given the next question and answer options.
 - After every wrong answer, the Subscriber will be played an appropriate prompt and given the next question and answer options.
- If a Subscriber has started answering questions and in between s/he has exhausted his/her balance or he/she has not been charged for an answer for a corresponding question, such question will be disregarded and his/her corresponding answer will not be considered for the purposes of the Highest Scorer selection process, even if s/he has answered correctly. The Subscriber may be played such uncharged question again during the period of the Challenge. In the event the charging is unsuccessful due to inadequate credit balance on

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such Subscribers MSISDN registered with Idea, the Subscriber may resume playing the Challenge once he/she has adequate credit balance in his/her respective MSISDN registered with Idea to play the Challenge.

- If the Subscriber stops playing the Challenge after answering the n th question then when he/she calls on the number 55256 again or sends the keyword DREAM as an SMS to 55256, he/she will be given the $(n+1)$ th question.
- If Subscriber stops playing the Challenge without answering the n th question, then when he/she calls the afore-mentioned number 55256, he/she will be given the n th 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 again, he/she will be given the 4th question, which may be different from what he/she received previously.
- If the Subscriber stops playing further questions in the Challenge, then he/she can continue playing by calling back on 55256, to receive the next question and answer options.
- The Subscribers are given the questions one after the other till he/she finishes answering all the questions of the Challenge.
- The Subscribers may discontinue playing the Challenge anytime by sending 'STOP' an SMS to 55256 or through dialing the Unstructured Supplementary Service Data ("USSD") *900*9#.
- A Subscriber can play the Challenge only once.

4. Challenge on SMS:

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- The Challenge will be available on SMS on 55256. To play the Challenge, Subscribers are required to send DREAMCONTEST as an SMS to 55256 for free, to initiate the participation in the Contest.
- Each Subscriber shall be charged Rs. 2/- per answer sent as an SMS to the number 55256, irrespective of whether the answer is right or wrong.
- For all Subscribers who participate in the Challenge for the first time by sending the keyword DREAMCONTEST as an SMS to 55256, a welcome SMS will be sent to the number of the Subscribers registered with Idea, informing them 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.

Subscribers may participate in the Challenge by sending the keyword DREAMCONTEST to 55256 as an SMS to receive a question and answer options and then sending a response to 55256 by typing 'DREAM A' or 'DREAM B'. The Challenge may also be played without sending the keyword 'DREAM', by only sending 'A' or 'B' as a response to the question that they received last on their respective MSISDN.

- All Subscribers can answer up to 900 questions in the Challenge, divided into five level of questions ("Level(s)"), with two answer options for each question.
 Level 1 consists of 50 questions;
 Level 2 consists of 100 questions;
 Level 3 consists of 150 questions;
 Level 4 consists of 200 questions and;
 Level 5 consists of 400 questions.
- The Subscribers may play these questions anytime during the Challenge period.
- The Subscriber will be given the questions one after the other till he/she finishes answering all the questions of the Challenge.
- The Subscribers can press * to listen to a question again.

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- 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.
- If a Subscriber stops playing the Challenge after answering the n th question then when he/she sends an SMS typing DREAM to the number 55256, he/she will receive the $(n+1)$ th question. If the Subscriber stops playing after answering the n th question then he/she can continue playing by sending DREAM as an SMS to 55256, to receive the next question and answer options.
- A Subscriber can play the Challenge only once.
- If a Subscriber does not receive the subsequent question and answer options after answering the n th question, then he/she can continue playing the Challenge either by sending SMS DREAM to 55256, or calling 55256 during the Challenge, to receive the next question and answer options.
- If the Subscriber has started answering questions and in between the Challenge s/he has exhausted his/her credit balance on the respective MSISDN, or he/she has not been charged for an answer for a corresponding question, such question will be disregarded and, corresponding answer will not be considered for the purposes of the Highest Scorer selection process, even if s/he has answered correctly. The Subscriber may be played such uncharged question again during the period of the Challenge. In the event the charging is unsuccessful due to inadequate credit balance on such Subscribers MSISDN registered with Idea, the Subscriber may resume playing the Challenge once he/she has adequate credit balance in his/her respective MSISDN registered with Idea to play the Challenge.

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- The Subscribers may discontinue playing the Challenge anytime by sending 'STOP' an SMS to 55256 or through dialing the Unstructured Supplementary Service Data ("USSD") *900*9#.

5. Gratifications and Highest Scorer selection:

- **Bumper Gratification:** The selection for the Bumper Gratification will be conducted after the Challenge ends. One MSISDN, across all Circle-Groups*, as per the classification of Circle-Groups* given below, with minimum 600 points, during the Challenge will become eligible for Diamond or Platinum or Gold Voucher or a World Tour (International Holiday Voucher- defined below) or a residential apartment or Skoda Superb Car worth up to Rs 20 Lakhs, as per the terms mentioned herein, at the discretion of the Organisers. In case if there is a tie between two or more MSISDNs, all such tied numbers will be eligible to participate in a tie-breaker round to be conducted on voice. Based on the performance in the tie-breaker round, one MSISDN who has scored maximum points in the least time will be selected as the winning MSISDN. The winning MSISDN will be removed from the list of eligible Subscribers for the Circle Bumper Gratification. One MSISDN may win only this gratification only once during the Challenge.
- **Circle Bumper Gratification:** The selection for the Circle Bumper Gratification will be conducted after the Challenge ends and after the selection for Highest Scorer of the Bumper Gratification is completed. One MSISDN per Circle-Group, as per the classification of Circle-Groups* given below, with minimum 200 points, during the Challenge, will become eligible for a Gold Voucher worth up to Rs 100,000/-. In case of a tie between two or more MSISDNs, all such tied numbers will be eligible to participate in a tie-breaker round to be conducted on voice channel. Based on the performance in the tie-breaker round, one MSISDN who has scored maximum points in the least time will be selected as the winning MSISDN. The Highest Scorers shall be entitled to use the Gold Voucher subject to applicable terms and conditions. One MSISDN may win only this gratification only once during the Challenge.

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- Monthly Gratification:** The selection for the Monthly Gratification will be conducted at the end of every 30 days, as per the Monthly Schedule** given below, from the beginning of the scheduled date till the end of the scheduled date for each 30 day period, both days inclusive. One MSISDN, per Circle-Group, as per the classification of Circle-Groups* given below, with minimum 100 points till the relevant 30 day period as per the Monthly Schedule**, will become eligible for a Gold Voucher worth up to Rs 25,000/-. In case of a tie between two or more MSISDNs, all such tied numbers will be eligible to participate in a tie-breaker round to be conducted on voice. Based on the performance in the tie-breaker round, one MSISDN who has scored maximum points in the least time will be selected as the winning MSISDN. One MSISDN can get this gratification only once in the Challenge. The Highest Scorers shall be entitled to use the Gold Voucher subject to applicable terms and conditions. One MSISDN can win this gratification only once in the Challenge.
- Special Gratification – 1:** The selection for the Special Gratification -1 will be conducted after the Challenge ends and after the selection of the Highest Scorers of the Bumper Gratification and Circle Bumper Gratification is completed. Five MSISDNs across all Circle-Groups, as per the classification of Circle-Groups* given below, with minimum 50 points, during the Challenge, will become eligible for Gold Voucher worth up to Rs 10,000/-. In case of a tie between two or more MSISDNs, all such tied numbers will be eligible to participate in a tie-breaker round to be conducted on voice. Based on the performance in the tie-breaker round, one MSISDN who has scored maximum points in the least time will be selected as the winning MSISDN. The Highest Scorers shall be entitled to use the Gold Voucher subject to applicable terms and conditions. The Highest Scorer will be removed from the eligible list of MSISDN's for the Highest Scorer selection process of the Special Gratification 2 and Special Gratification 3. One MSISDN can win this gratification only once in the Challenge.
- Special Gratification – 2:** The selection for the Special Gratification -2 will be conducted after the Challenge ends and after the selection of the Highest Scorers of the Bumper Gratification, Circle Bumper Gratification and Special Gratification -1 is completed. Five MSISDNs across all Circle-Groups, as per the classification of Circle-Groups* given below, with minimum 30 points, during the Challenge, will become eligible for Gold Voucher

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worth up to Rs 7,000/-. In case of a tie all such tied numbers will be eligible to participate in a tie-breaker round to be conducted on voice. Based on the performance in the tie-breaker round the MSISDN who has scored maximum points in the least time will be selected as the winning MSISDN. The Highest Scorers shall be entitled to use the Gold Voucher subject to applicable terms and conditions. The selected MSISDN will be removed from the eligible list of MSISDN's for the Highest Scorer the Special Gratification- 3. One MSISDN can win this Gratification only once in the Challenge.

- **Special Gratification – 3:** The selection for the Special Gratification-3 will be conducted after the Challenge ends and after the selection of the Highest Scorers of the Bumper Gratification, Circle Bumper Gratification, Special Gratification-1 and Special Gratification-2 is completed. One MSISDN per Circle-Group, as per the classification of Circle-Groups* given below, with minimum 20 points, during the Challenge, will become eligible for Gold Voucher worth up to Rs 5,000/-. In case of a tie all such tied numbers will be eligible to participate in a tie-breaker round to be conducted on voice. Based on the performance in the tie-breaker round the MSISDN who has scored maximum points in the least time will be selected as the winning MSISDN. The Highest Scorers shall be entitled to use the Gold Voucher subject to applicable terms and conditions. 1 MSISDN can get this Gratification only once in the Challenge.
- **Weekly Gratification:** The selection for the Weekly Gratification will be conducted as per the Weekly Schedule*** mentioned below. Five MSISDNs across all Circle-Groups, as per the classification of Circle-Groups* given below, with minimum 10 points, till the end of each relevant week as mentioned in the Weekly Schedule*** will become eligible for Gold Voucher worth up to Rs 2000/-. In case of a tie between two or more MSISDNs, all such tied numbers will be eligible to participate in a tie-breaker round to be conducted on voice. Based on the performance in the tie-breaker round, one MSISDN who has scored maximum points in the least time will be selected as the winning MSISDNs. One MSISDN can get the Weekly Gratification only once in the Challenge. The Highest Scorers shall be entitled to use the Gold Voucher subject to applicable terms and conditions.

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- **Daily Gratification:** The Daily Gratification will be conducted for each day of the Challenge. Two MSISDNs per Circle-Group, as per the classification of Circle-Groups* given below, with minimum 5 points in the least amount of time, on each day, will become eligible for Recharge³ worth up to Rs. 100/- for that day. In case of a tie between two or more MSISDNs in the score and time taken, the selection will be conducted by checking the time taken by the tied MSISDNs to score 4 points and if there is a further tie, then time taken for these MSISDNs will be considered for 3 points and so on. 1 MSISDN can win the Daily Gratification only once in the Challenge.

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

Sl no	Circle-Group
1	ANDHRA PRADESH
2	ASSAM + NORTH EAST +ORISSA +KOLKATA & WEST BENGAL
3	BIHAR
4	DELHI & HARYANA
5	GUJARAT
6	HIMACHAL PRADESH, PUNJAB & JAMMU and KASHMIR
7	KARNATAKA
8	KERALA
9	MAHARASHTRA
10	MADHYA PRADESH
11	MUMBAI
12	RAJASTHAN

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.

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13	UTTAR PRADESH EAST
14	UTTAR PRADESH WEST
15	TAMIL NADU & CHENNAI

**** Schedule for Monthly Gratification**

Month	From	To
1	11-Nov	10-Dec
2	11-Dec	9-Jan
3	10-Jan	8-Feb

*****Schedule for Weekly Gratification**

Week	From	To
1	11-Nov	16-Nov
2	17-Nov	23-Nov
3	24-Nov	30-Nov
4	1-Dec	7-Dec
5	8-Dec	14-Dec
6	15-Dec	21-Dec
7	22-Dec	28-Dec
8	29-Dec	4-Jan
9	5-Jan	11-Jan
10	12-Jan	18-Jan
11	19-Jan	25-Jan

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12	26-Jan	1-Feb
13	2-Feb	8-Feb

- i) Subject to the tie-breaker process mentioned under each gratification herein above, 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 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.
- ii) The time taken for answering a question through the “Voice” mode or SMS mode in a day, is calculated from the time OnMobile’s system receives the 1st correct answer from an MSISDN till the time OnMobile’s system receives the 5th answer, as the case maybe from that MSISDN on that day, for the purposes of determining the Daily Gratification. The total time taken by an MSISDN to provide the correct answers in a day, whether on Voice or SMS is used to determine the Daily Gratification. All Subscribers who participate in the Challenge are provided the option to play the Contest through Voice (as detailed in Paragraph 3), SMS (as detailed in Paragraph 4) and are aware that time taken to answer a question through SMS is recorded only upon receipt of the SMS by OnMobile’s system and not from the time that the SMS has been sent by the Subscriber. Accordingly, time taken to correctly answer the questions in a day through SMS may be more than the time that is clocked in the Voice mode.

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- iii) If a Subscriber participates in the Challenge over both the channels (Voice and SMS), his/her score will only be cumulative and not exclusive for each of the channels. i.e: 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.
 - iv) 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, subject to Clauses 46 and 47 below.
 - v) Without prejudice to the foregoing, the Subscribers shall not hold OnMobile, the Independent Auditor (defined below) or Idea liable for the Highest Scorer selection process under this Challenge.
 - vi) The process of Highest Scorer selection for each category of gratification, in accordance with the Highest Scorer selection process detailed in this Challenge will be witnessed by an independent third party auditor ("**Independent Auditor**") who shall, after the selection of the Highest scorers, certify such process.
6. The gratifications offered in this Challenge will be sponsored and distributed by the OnMobile or by a designated third party.

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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 all the Gratifications under this Challenge, the Highest Scorers will be contacted, by calling them for 3 consecutive days on the number of the Highest Scorer(s) registered with Idea, and will be given further details as to how, when and where they can redeem their respective Gratifications. For such purpose the Highest Scorer(s) will receive calls only from one of the numbers mentioned herein, i.e., 080-67186352 or 080-67186344 or +91-80-49292425. The Organizers shall not be liable for any reason whatsoever in the event the Highest Scorers respond or communicate in any form, with any other number. In the event the Highest Scorers do not answer the calls of the Organizers, an SMS will be sent to the MSISDN of the Highest Scorers intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective Gratifications ("Intimation"). The Gratifications must be claimed by the Highest Scorers within 30 days from the date of Intimation to the Highest Scorer, failing which, the Gratification(s) will be deemed to be forfeited by the Organizers, under the respective categories under the Challenge. The Gratifications 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 Organizer, at its sole discretion, subsequent to completion of the Challenge. In the event no special event is being conducted by the Organizer, the Highest Scorers shall be required to provide their address to which the Gratifications may be sent by the Organizer, failing which the Gratification shall be forfeited. The Gratifications shall, under no circumstance be distributed from the amount charged by OnMobile or Idea for playing the Challenge. Delivery of Gratifications will be subject to the Highest Scorer giving the correct address and his/her availability there. The Highest Scorers agree that there shall be no liability on OnMobile or Idea in the event the Highest Scorers cannot be contacted, on any account whatsoever. In the event that any of the Highest Scorers 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 Organizers reserve the right to forfeit the Gratification at their sole discretion.
9. Without prejudice to the foregoing Clause 8, any failure on the part of the Highest Scorer under this Challenge to comply with directions issued by the OnMobile shall entitle

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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.

- 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 Vouchers 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 and 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 TDS, and also a statement showing the value of the gold received.
- 12.** The Highest Scorers can use the Gold Vouchers being given as Bumper Gratification (if applicable), Circle Bumper Gratification, Monthly Gratification, Special Gratification -1, Special Gratification -2, Special Gratification -3 and Weekly Gratification in this Challenge 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.
- 13.** The purity of the gold being offered as gratification in this Challenge will be of 22 carat certified gold..
- 14.** The Diamond Voucher as may be offered as the Bumper Gratification hereunder will be organized by OnMobile. The Diamond Voucher shall be given to the Highest Scorer after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, TDS as applicable from time to time on the purchase of the product. The

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Diamond Voucher may be used by the Highest Scorer to purchase diamonds only up to the value specified in the respective Diamond Voucher. The Highest Scorer shall not have any claims in matters arising from or in connection with the Diamond Voucher and shall indemnify and keep indemnified the Organiser, Idea and the third party issuing the Diamond Voucher in this regard. The Diamond Voucher may be used only in stores accepting the Diamond Voucher as will be detailed in the Diamond Voucher. You acknowledge and agree that the amount mentioned in the Diamond Voucher may not be fully utilized, subject to change in the rates and related antecedents to such Diamond Voucher; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the gratification money for using the Diamond Voucher at the time of purchase and You shall not claim any reimbursements from the Organiser or Idea. You hereby agree that the Diamond Voucher is at all times subject to the terms and conditions mentioned in the Diamond Voucher and will be applicable to be used only for a limited period as detailed in the Diamond Voucher.

- 15.** The Platinum as may be offered as the Bumper Gratification hereunder will be organized by OnMobile. The Platinum Voucher shall be given to the Highest Scorer after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, TDS and as applicable from time to time on the purchase of the product. The Platinum Voucher may be used by the Highest Scorer to purchase Platinum only up to the value specified in the respective Platinum Voucher. The Highest Scorer shall not have any claims in matters arising from or in connection with the Platinum Voucher and shall indemnify and keep indemnified the Organiser, Idea and the third party issuing the Platinum Voucher in this regard. The Platinum Voucher may be used only in stores accepting the Platinum Voucher as will be detailed in the Platinum Voucher. You acknowledge and agree that the amount mentioned in the Platinum Voucher may not be fully utilized, subject to change in the rates and related antecedents to such Platinum Voucher; and You hereby agree that You are not entitled to any refund or any claim for such unutilized amount. Any complaint or claim shall not be entertained with respect to such unutilized amount. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the gratification money for using the Platinum Voucher at the time of purchase and You shall not claim any reimbursements from the Organiser and Idea. You hereby agree that the Platinum Voucher is at all times subject to the terms and conditions mentioned in the Platinum Voucher and will be applicable to be used only for a limited period as detailed in the Platinum Voucher.

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- 16.** The gratifications offered in this Challenge are subject to availability. OnMobile reserves the right to provide an alternate model/kind of the gratification or issue a Bank Gift Card (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 Gift Card.
- 17.** Without prejudice to the foregoing, under no circumstance shall the Highest Scorers of the Challenge be entitled to redeem any category of gratification under this Challenge, including a Bank Gift Card for cash, unless expressly mentioned herein. OnMobile, at its sole discretion, may or may not provide a cash alternative to any of the gratifications being offered in this Challenge.
- 18.** 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.
- 19.** In respect of the Skoda Superb Car which may be awarded as Bumper Gratification under this Challenge, the Highest Scorer will be entitled only for the ex-showroom price of the Skoda Superb Car. The Highest Scorer eligible for the Skoda Superb Car will be liable to pay all applicable charges over and above the ex-showroom price which shall include but not be limited to applicable taxes, levies, charges on the additional vehicle parts opted by the Highest Scorer to be purchased along with the Skoda Superb Car or any other costs or charges which may be levied by the Central, State or Municipal authority / government or any other liabilities related to the gratification.
- 20.** The value of the gratification which may be offered as Bumper Gratification in this Challenge i.e. Skoda Superb shall not exceed Rs. 20 Lakhs (ex-showroom price). In case the specified model, type of the vehicle offered in this Challenge as Bumper Gratification is discontinued or not available during or after the Challenge, the Organizer will at its own discretion offer another vehicle of the same value which may or may not be of the same brand. If the Highest Scorer wants the exact same model/type of the same brand mentioned as the Bumper Gratification, of this Challenge and if the price of the vehicle increases during or after the Challenge /at the time of gratification distribution/Highest Scorer announcement period, the Organizer will only pay the value of the vehicle that was

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during the launch of the Challenge and the Highest Scorer has to pay/bear the extra amount. The gratification amount shall be given by way of cheque in the name of the dealer from whom the vehicle is being purchased, after deduction of such value equivalent to the amount of applicable taxes, including but not limited to, TDS.

- 21.** 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.
- 22.** 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.
- 23.** 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.
- 24.** 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.
- 25.** 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

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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.

- 26.** 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 damages, loss or costs from the Organisers for delay in delivery of the gratification(s) on any grounds whatsoever.
- 27.** 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 for answering a question, including 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.
- 28.** 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.
- 29.** 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

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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.

- 30.** 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 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.
- 31.** 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 32 herein below for the purposes of receiving the gratification.
- 32.** 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

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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.

33. The Highest Scorers' names will be announced as registered in the system of Idea. The list of the Highest Scorers of the gratification will be published on the Website- <http://Idea.contestzone.in>

34. A Bank Gift 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 Gift Card can be used / swiped as a debit card in all outlets where Bank Gift Cards are accepted. The Bank Gift 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 Gift Card shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by the Organisers, at its sole discretion, to any of the category of gratification.

35. 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.

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36. With regard to the residential apartment which may be given as Bumper Gratification, the Highest Scorer shall be given Rs 20 Lakhs by way of cheque in the name of the builder for the purchase of a residential apartment. In the event, the Bumper Gratification Highest Scorer chooses to have the gratification amount paid towards the purchase of an apartment, the Bumper Gratification Highest Scorer shall select a residential apartment of his/her choice within the territory of India, within a period of 90 days from the date of intimation to the Highest Scorer of his/her winnings by Organisers. OnMobile shall pay the vendor of the residential apartment, a sum of Rs. 20, 00, 000/- after deducting the applicable taxes as on the date of registration of the residential apartment, at the office of the relevant regulatory authority, which shall be no later than 90 days from the date of intimation to the Highest Scorer of his/her winnings. Payment of the said amount shall be made via cheque. Cheque once accepted/delivered and that are not encashed within the statutory validity period shall lapse and not be re-issued. The residential apartment is required to be registered in the name of the Bumper Gratification Highest Scorer only. The Bumper Gratification Highest Scorer shall be solely responsible to carry out the title check of the residential apartment that he/she wishes to purchase. The Organizers assume no responsibility in respect of any discrepancy arising on a later date in respect of the title of the residential apartment and/or the credibility of the builder and/or the quality of the building. The obligation of the Organizer is limited to paying the aforementioned amount to the vendor of the residential apartment as chosen by the Bumper Gratification Highest Scorer. However in the event the Bumper Gratification Highest Scorer is unable to choose the place or city where he/she wants the residential apartment and/or the builder of such residential apartment within the said period of 90 days from the date of intimation of his/her winnings by the Organisers, then in such an event the Bumper Gratification Highest Scorer shall lose his/ her entitlement of the Bumper Gratification and the next eligible Highest Scorer among the MSISDNs will be selected as the Bumper Gratification Highest Scorer.

37. This Challenge (including without limitation gratifications offered herein, content or questions used in this Challenge) may contain factual references to the names of certain companies, products and individuals. The Organizers 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.

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- 38.** 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.
- 39.** 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.**
- 40.** 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.
- 41.** 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.
- 42.** 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 Subscriber (including Subscriber's name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Idea's brand.
- 43.** The employees of the Organisers and of 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.
- 44.** 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

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including the gratification cannot be used in conjunction with any alternative offer or promotion of a similar nature.

- 45.** 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.
- 46.** In all challenges launched by the Organizer and Idea jointly ("**Idea Challenge(s)**") for the financial year 2014-15, one individual Highest Scorer, irrespective of the number of mobile connections registered in his/her name with Idea, can win gratifications aggregating worth up to Rupees Five Lakhs only ("**Threshold Limit**"). However,
- a. Notwithstanding the Threshold Limit, if an individual Highest Scorer, irrespective of the number of mobile connections registered in his/her name with Idea, has not achieved the Threshold Limit 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 to achieve 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 Highest Scorer will be entitled to such an exception only if a prize under any Idea Challenge 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 Highest Scorer, irrespective of the number of mobile connections registered in his/her name achieves the Threshold Limit for the financial year 2014-15, he/she will no longer be eligible to win gratifications worth Rupees Ten Thousand and/or above in that financial year.
 - c. In the event there are multiple Idea Challenges live simultaneously, the Highest Scorer announcement of which need not follow the same order as the challenge launch date, then the order of the challenges for the purpose of reckoning the Threshold Limit shall be as determined by the Organizer at its sole discretion and no claims will be made by any Subscriber in this regard.

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- 47.** In all Idea Challenges held in the financial year 2013-14, if one individual Highest Scorer, irrespective of number of mobile connections registered in his/her name with Idea, who has already won gratifications aggregating Rupees Ten Lakhs or more for such financial year 2013-14, will not be eligible to win gratifications worth Rupees Ten Thousand or more for the financial year 2014-15.
- 48.** The International Holiday Voucher which may be offered as the Bumper Gratification in this Challenge will be organized by a travel agency nominated solely by OnMobile. OnMobile or its affiliates who are facilitating the International Holiday Voucher shall have the sole discretion to plan the travel itinerary including without limitation the date of travel, place of travel, accommodation and such other activities as are related to the International Holiday Voucher. Highest Scorers shall adhere to such travel details and no modifications to the same shall be entertained or permitted. The Highest Scorers hereby agree that such International Holiday Vouchers shall be used in accordance with applicable law and other terms and conditions applicable to the International Holiday Voucher including the terms and conditions of the nominated travel agency and the terms and conditions of the entity who issues the International Travel Voucher. Further, the Highest Scorers shall not have any claims in matters arising from or in connection with the International Holiday Voucher and shall indemnify and keep indemnified the Organisers and the nominated travel agency. You hereby confirm that You will provide necessary information and documents or otherwise pay any additional charges which are not included in the gratification money for using the International Holiday Voucher and You shall not claim any reimbursements from the Organisers.
- 49.** Nothing in the Challenge shall affect any intellectual property rights of Organizer or Idea or any of its affiliates in any service made available on the Website.
- 50.** Idea and OnMobile make no representation and give no warranty relating to the International Holiday Voucher which is made available on an 'as-is- as- available' basis. Neither Idea nor OnMobile shall be responsible for any failure on behalf of the Highest Scorers or any third party, relating to the Highest Scorers inability to use or redeem the International Holiday Voucher, or any part thereof in any manner whatsoever.

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- 51.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 52.** 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.
- 53.** 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.
- 54.** 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.
- 55.** 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 including 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.
- 56.** 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.

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- 57.** 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 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.
- 58.** 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.
- 59.** The Organisers may use sub-contractors or 3rd party vendors to execute certain tasks associated with this Challenge, without consent from the Subscribers.
- 60.** 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.
- 61.** 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.
- 62.** 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.

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- 63.** The Organisers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscribers.
- 64.** This offer under this Challenge cannot be used in conjunction with any alternative offer or promotion of similar nature.
- 65.** The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form.
- 66.** 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.
- 67.** The provisions of this service, the Challenge and any other promotional endeavour may not be used for any commercial purpose by any Subscriber.
- 68.** The names of the Highest Scorers will be announced as registered in the system of Idea.
- 69.** These Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the Courts in Mumbai.

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