

TERMS AND CONDITIONS OF Malamaal Contest

PLEASE READ THESE TERMS & CONDITIONS ("T&C") CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS CHALLENGE KNOWN AS "Malamaal Contest". BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS "Malamaal Contest", YOU HEREBY ACKNOWLEDGE AND ACCEPT THE CHALLENGE AND THEREBY AGREE ON IRREVOCABLE BASIS, TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS & CONDITIONS, PLEASE DO NOT PARTICIPATE IN THIS CHALLENGE.

Terms and Conditions:

The **Malamaal contest** is conceptualized, organized and conducted by **HANDYGO TECHNOLOGIES PVT LTD** having its registered office at 405, AnsalBhawan, 16 K.G. Marg, Connaught Place, New Delhi – 110001 | L : +91 011 66302001 in association with , Bharat Sanchar Nigam Limited having its registered office at Camp road,Pune.(hereinafter referred to as "BSNL").

Handygoand BSNLshall hereinafter be jointly or individually as the context may require be referred to as "**Organizer/s**".

Definition:

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 Organizer jointly.

2. Subscriber shall mean the rightful subscriber of the BSNL 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.

For the purposes of these Terms and Conditions, "**You**" shall mean any natural person who is an BSNL subscriber. 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.
- You are acting voluntarily, using your own time and resources to participate in the Challenge solely at your own risk.

These Terms and Conditions are available on the website at the following address: www.handygo.com("Website"). The Terms and Conditions can be amended or varied from time to time or withdrawn by Organizer on mutual consent and therefore, please visit the Website periodically to keep yourself updated and informed.

1. Procedure and Eligibility to participate:

This Challenge is available only to the Active Subscribers of who have subscribed to the **Malamaal Contest** and who fulfill the following criteria at the time of participation and during continuation of the Challenge::

- He/she must be of or above 18 years of age;
- He/she must be a citizen 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 not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.
- He/she must belong to any of the Circles mentioned below; and
- Subscriber must be an active Subscriber of BSNL during the announcement, selection of highest scorer gratification.

The employees of the Organizers and of their group companies, affiliates or associate companies shall not be eligible to participate in the Challenge.

2. Nature of Challenge and Gratification

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 MSISDN chosen as the Highest scorer and not merely the persons using such MSISDN.

Challenge on Voice:

- The Challenge will be available on 5567804 which will be Toll free for all the Subscribers of the Circles of BSNL West Zone.
- The Subscribers can press 1 or 2 on the phone keypad to answer the questions of the Challenge.
- For every right answer the Subscriber will get 10 points. There is no negative marking for a wrong answer.
- For every right answer the Subscriber will get 20 point in Happy Hours
- Subscribers will be informed about the participation charges for the Challenge, gratification and Terms and Conditions URL, when they call the number 5567804 Toll-free to participate in the Challenge.
- After every answer, the Subscriber will be given an appropriate response followed by the updated score and given the next question and answer options.
- The subscriber get questions day wise only, with 5 Questions per day
- The Subscribers may discontinue participating in the Challenge anytime by sending 'STOP' an SMS to 155223 or By Dialling 155223.
- Time calculation will start as soon as a question is played to the subscriber and will end as soon as the subscriber answers that question by pressing relevant key option.

Challenge on SMS:

- The Challenge will be available on the Toll free Short code 5567804
- To participate in the Challenge, Subscribers can Dial the short code 5567804
- For all Subscribers who participate in the Challenge for the first time a welcome SMS will be sent to the number of the Subscribers.

- Subscribers may start playing in the Challenge by Dialling 5567804 for every right answer the Subscriber will get 10 point. There is no negative marking for a wrong answer.
- For every right answer the Subscriber will get 20 point in Happy Hours (as mentioned below).
 - After every answer, the Subscriber will get the updated score and given the next question and answer options.
 - If a Subscriber stops participating in the Challenge after answering the nth question then he/she will receive the (n+1)th question when dialled the short code..
 - The subscriber get questions day wise only, with 5 Questions per day
 - The Subscribers may discontinue participating the Challenge anytime by sending 'STOP' an SMS to 155223
 - Once the Subscriber pulls the question, timer will start until the Subscriber answers the question. Time will only be recorded if Subscriber answers the question correct or wrong.

Happy Hours (1pm to 3 pm) – Every day from start of the Challenge till the last day of Challenge, there will be happy hours decided by the Organizer. Subscribers participating in the Challenge during happy hours will get 20 points for every right answer. Information regarding happy hours will be sent to all Subscribers each day by SMS in advance. Subscribers can also get happy hour information on IVR in Help menu.
Total Number of Challenge highest scorers:

Number of daily/weekly/bumper highest scorers:

Gratification		Total Gratification (in 90 days)
Zonal Bumper Prize	Hero Deluxe Bike	1
Monthly prize	Iphone 6 (3*1)	3
Weekly Prize	Recharge (1000 *1)	12
Daily prize	Recharge (100 *5)	450

Method of selection

The selection of the highest scorer shall take place after completion of the Challenge & the gratification shall be distributed thereafter. Highest scorer selection shall be done based on the following criteria:

1. Highest Score
2. Minimum attempts
3. Minimum time taken
4. In case there is tie between subscribers on above mentioned criteria, then tie breaker round will be conducted. The Subscribers who would have tied will be asked to answer a set of 5 tie breaker questions on IVR. The Subscriber who answers the maximum questions correctly in the given time or in case both the Subscribers answer equal number of questions with equal score then the Subscriber who answers the maximum questions correctly in the least time, will be selected as the highest scorer.

The process of Winner selection for each category of prize, in accordance with the Winner selection process detailed in this Contest, will be witnessed by Independent External Auditor appointed by the Organizer ("Independent Auditor") who shall certify the Winners. The decision of Independent External Auditor shall be final and binding on the Subscribers.

Post selection of highest scorers the results will be declared. The highest scorer will have to claim gratification & submit documents (required documents mentioned below) within 30 days from the time Handygo uploads the results on the website. It is the responsibility of Subscribers to check the result link provided on a daily basis post completion of Challenge to know the highest scorer and to claim their gratification, if any.

The details required for claiming the gratification shall be mentioned along with the highest scorer list-

- Handygo shall make five (5) attempts to contact highest scorers over call to inform about the gratification and process of claiming the gratification.

The gratification will be forfeited and the highest scorer agrees to surrender the gratification if:-

1. The highest scorer does not claim the gratification and / or fails to submit all necessary documents within 30 days from the announced results on website.
 2. The highest scorer does not submit TDS (if applicable) amount within 20 days of receipt of information from Handygo.
- Post completing documentation process highest scorer will be informed (through telecalling) regarding the modalities of the gratification and distribution thereof. Delivery of gratification will be subject to the Highest Scorers giving the correct address and his/her availability there. All decisions by the Organizer regarding the selection of the Highest Scorers shall be final and binding. In the event the gratification cannot be delivered, within stipulated time period due to reasons beyond the control of Handygo, the Highest Scorers shall collect them from the nearest place specified by Handygo at his own cost. Organizer will not be liable to reimburse the cost so incurred by highest scorer whether travel, accommodation or any cost.

The Organizer reserves the right to forfeit the Gratifications under the following circumstances:

- a. If documents as mentioned in clause 16 are not submitted within 30 days
- b. If TDS (if applicable) not submitted within 20 days.
- c. If documents provided are found to be inaccurate/misleading.
- d. If highest scorer is unwilling to claim/accept the gratification.
- e. If the highest scorer is not reachable over phone after trying 5 times and not responding to speed post within specified time.
- f. If the highest scorer is not able to provide sufficient evidence to show that he/she is the Subscriber of the mobile number. Any failure on the part of the highest scorer to comply with directions issued by the Organizer for claim of gratification shall entitle the Organizer to forfeit the gratification(s).

Gratification:

Gratification	Description	Eligibility for Gratification
Zone Bumper (Circle Group Level details mentioned below)	One prize per zone (Hero Deluxe Bike) Total Gratifications – 1	One Subscriber shall be eligible for only one gratification among Bumper and Monthly Bumper prize
Monthly Zone prize	Monthly prize per Zone (Iphone 6) Total Gratifications – 3	
Zonal Level Recharges	Daily 5 Recharge of Rs. 100 Weekly 1 Recharge of Rs.1000	One Subscriber shall be eligible for only one daily recharge in the entire Contest Period. Once a Subscriber is selected as Daily Recharge highest scorer, he/she shall not be further eligible to get daily gratification till the expiry of the Challenge.

Total Gratification – 466

*In case of increase in the value of gratification over and above what has been mentioned above, the incremental difference shall be borne by the highest scorer.

*Gratifications mentioned above are subject to change.

*for all the mentioned gratifications (car, bike etc), the brand, model, colour etc will be decided by Handygo at their sole discretion.

* Circle Level – Daily Recharge gratifications shall be processed on weekly basis.

GRATIFICATION TERMS:

A. Highest scorers (including spouse of highest scorers and immediate/first blood relatives of highest scorers) of previous challenges or engagement activities/offers organized by Handygo for BSNL operator who have got a Monthly/Zone Bumper Gratification shall not be eligible for the BUMPER Gratification under this challenge. Here engagement activities/offers mean the activities organized by Handygo . Highest scorers of Bumper Gratification in this Challenge agree to provide an undertaking to the effect that he / she (including spouse of highest scorers and immediate/first blood relatives of highest scorers) has not won any bumper / first / grand gratification in previous competitions/challenges organized by Handygo in BSNL operator.

B. Highest scorer, who is found to have made a false claim under sub clause (A) supra, does hereby agree to:

- Allow Organizer to recover the Gratification (referred in sub-clause (A) supra); and
- Completely indemnify Organizer, including any cost thereof, if declaration made in sub clause (A) supra is found false or incorrect.

C. If the same person having different MSISDN has been selected more than once, in such event he/ she will be awarded only one gratification. A Subscriber will be entitled to gratification only once during the entire contest period.

3. Challenge Period and Telecom circles

The Challenge is open from **27th Feb 2018 00:00:01** hours to **27th May 2018 23:59:59** hours, both days inclusive in the following telecom circles ("Circle(s)"):

List of Circles

S No	Circle	Zone	First Language	Second Language
1	MAHARASHTRA	West	Marathi	Hindi
2	MP	West	Hindi	English
3	GUJARAT	West	Gujarati	Hindi

S.No	Zonal Groups	
1	West	MAH, GUJ, MP

4. Applicable Charges

To participate in/register for the Challenge, the Subscribers have to:

- Register for the Challenge: Registration in the Challenge is free (Rs. 0) & and subscribe to play at Rs. 5/- .All the subscribers of challenge will be charged Rs. 5/-, Rs. 4/-, Rs. 3/-, Rs. 2/- or Re. 1/- per day ("Daily Charging Amount"), depending on the available balance on his/her MSISDN. Renewal Charging of Rs. 5 with fall-back of Rs. 4/3/2/1 will be done automatically on daily basis and that fall back will be based on the available balance of Subscriber and questions will allocate into the subscribers account as per charged amount. Registered Subscriber will be able to answer a maximum of 450 skill/knowledge based questions during the complete Challenge Period. Below is the matrix for subscription charges with fall back:
- The charged amount will not be refunded to Subscribers under any circumstances.

- Ø Missed Days Charging :- if subscriber starts playing the challenge in between the competition (Challenge period), then for missed days subscriber can play by paying every day charging of Rs. 5 for 5 questions.

In this challenge, Subscriber will play day wise question. If subscriber starts playing the challenge on very first day then he will get maximum 5 questions daily till last day. If subscriber missed to play the challenge in between, then he can play the remaining question on the same day by calling again. A subscriber can play maximum 450 questions during whole contest period of 90 days(5 questions/day).

After completing all the questions of the current day, in case the Subscriber has missed answering questions for previous day, for which they were successfully charged, the Subscriber won't be able to play previous day questions. Only current day questions will play. If a the Subscriber subscribes to the Challenge after few days of the launch date, then Subscriber won't able to play the missed question of the earlier days when they were not subscribed.

In case the charging is unsuccessful for any Subscriber playing on Voice, including due to insufficient balance in the participating MSISDN of the Subscriber, the call will be dropped. Subscriber will get these questions once he again active in the service with sufficient balance in his account.

If subscriber charging notification/acknowledgement would not receive on last day of contest, then subscriber won't be able to play the last day question in any scenario.

A Subscriber can subscribe and unsubscribe to the Competition Pack multiple times-

5. The gratifications offered in this Challenge are sponsored and distributed by the Handygo.BSNL is only providing information and data in relation to the Active Subscribers to facilitate the Challenge. BSNL shall not be held responsible or liable for non-delivery or shortfall or deficiency in the gratification, and all the legal remedies in relation to the gratification shall lie against Handygo only.

6. The highest scorers of the Challenge results will be announced within 45 days. The highest scorers will be contacted/communicated through email, Call as well as sms. In case of any daily gratification; the communication about the highest scorers will be done within 7 days of the relevant day. In case of weekly gratification, the communication about the highest scorers will be done within 15 days of the relevant week. Failure on the part of highest scorers to acknowledge the email/SMS/call as stated herein or to redeem the gratification at the time of delivery will entitle the Organizer to forfeit the gratification at its sole discretion or disqualify the highest scorer and replace him/her with another eligible participant. The names of highest scorer will be announced as registered in the system of BSNL. The list of the highest scorer of the gratification will also be published on the Website.

7. 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 in advance via Demand draft in favour of "HandygoTechnologies Pvt Ltd". Further, all successful highest scorer must furnish a valid Indian PAN Card to claim the gratification amount, or gratification, irrespective of the value of the same, failing which the successful highest scorer's gratification shall be forfeited, at the sole discretion of the Organizer.

**** highest scorer earning gratification in excess of INR 10,000/- in a year in aggregate from all Challenges / offers conducted by Handygo as one of the Organizer' irrespective of the Operator or other Organizer' will be subject to TDS under the Income Tax Act, 1961. Gratifications given in kind will be handed only upon receipt and subsequent encashment of the applicable TDS amount by way of Demand Draft.*

8. The Organizers may use sub-contractors or third party vendors to execute certain tasks associated with this Challenge, without your consent.

9. The Organizers shall not be responsible for any delay on part of a third party including the courier agency in delivering the gratification.

10. DND subscribers will not be sent any engagement SMS as DND subscribers themselves have to discover about the Challenge. 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 any updates regarding the present Challenge.

11. By participating in the Challenge, subscribers consent to the following information relating to them to be exchanged between BSNL, and Handygo and their concerned vendors and/or published or otherwise communicated in any media as Organizers may deem fit, for the purpose of announcement of highest scorers: name, mobile number, score and/or photograph. Organizer 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 Handygo with its affiliates and service providers and to the information being processed and stored in the servers of Handygo or its service providers within India only.

12. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in the Website and all material or content related to the Challenge shall at all times be owned by the Organizers and/or their respective owners. All material and content on the Website is made available for your personal and non-commercial use only. Any other use of the material/ content available on the Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

13. The Organizers 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 in goods or services offered as gratification under this Challenge. The subscribers shall not have the right to claim any damages, loss or costs from the Organizers for delay in delivery of the gratification(s) on any grounds whatsoever. The pictures of gratification depicted on the Website/promotional material/Facebook page etc. are only indicative and the actual gratification may vary from the depictions.

14. The Organizers make no representation of having a business relationship or tie up with any such companies, individuals or any other organization whose products are offered as gratifications in the Challenge. All trade names shall continue to remain owned by their respective owners.

15. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by the Organizers including, but not limited to, meeting of the subscriber's requirements or aspirations with respect to Challenge, timeliness, security, delivery, quality, merchantability or fitness of telecom/internet services, non-disruption or error free operation of telecom/ internet services , delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods/services/merchandise/benefits/ awards offered through the Challenge; and (b) 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 Organizers.

16. The gratification(s) shall be given subject to compliance by the highest scorer of all the applicable statutory legislations, processes and formalities and production of all relevant documents/papers as may be required by the Organizers before accepting the delivery of the gratification. Any failure on the part of the highest scorer to comply with directions issued by the Organizers for claiming gratification shall entitle the Organizers to forfeit the gratification(s) or roll the gratification over to the next highest scorer, at their sole discretion.

The documents required to be submitted by the highest scorer include the following:

- Identity Proof; (Aadhar Card / Passport/Voter ID/Driving License etc)
- Photocopy of PAN Card;
- Address Proof; (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc)
- One passport size photo

- Affidavit for acceptance of gratification (format will be communicated/shared with highest scorer)
 - Post paid bill (for post paid subscriber) (additional document)
 - Submission of acknowledgement letter (as per the format that shall be provided by Organizer) on receipt of the Gratification(s)
 - PAN card copy self attached
 - For Bumper Highest scorer - Affidavit that he / she (including spouse of highest scorers and immediate/first blood relatives of highest scorers) has not got any bumper / first / grand gratification in previous competitions organized by Handygo in BSNL operator.
 - Authorization letter or NOC - In case MSISDN 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 letter of the employer.
 - DD equal to TDS amount in advance in favour of Handygo Communications Ltd. (30% of gratification amount if exceeding Rs 10,000 as per applicable Income tax rules)
 - In case of highest scorer holding a pre-paid connection of BSNL number and is entitled to a gratification the value of which exceeds Rs. 10,000/-, an affidavit in the format provided by the Organizers declaring that the highest scorer/ is the rightful user of the BSNL MSISDN and the same is registered with the operator in the name of the highest scorer;
 - In case of highest scorer holding a post-paid connection of BSNL number and is entitled to a gratification the value of which exceeds Rs. 10,000/-, a self-attested copy of the latest bill of telecom/mobile connection of BSNL MSISDN
 - Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.
- *(the document list is only inclusive and not exhaustive and can change as per the requirements of Law or Organizer)

17. The gratification(s) under this Challenge are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. No other person or agent can claim the gratification on behalf of the highest scorer, except in cases where Organizer expressly approves the representative to claim/collect the prize and the representative furnishes the documents as may be required by the Organizer. Apart from the entitlement to the above gratification(s), the highest scorer or his/her legal heirs/successors/representative will have no other rights or claims against the Organizers.

18. The Organizers, at their sole discretion reserve the right to substitute gratification(s) of equal or lesser value of that gratification at any time. However under no circumstance shall the highest scorer of the Challenge be entitled to redeem any category of gratification for cash.

19. To claim gratification/s under the Challenge, the MSISDNs/subscribers chosen as the highest scorers shall be required to be Active Subscribers of BSNL during the challenge period and at the time of announcement of Challenge results. The highest scorers shall not be entitled to the gratification in case he/ she fails to clear all outstanding dues payable to BSNL.

20. Any subscriber providing any incorrect information or concealing/withholding any information from the Organizers 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. 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 BSNL number, domicile, payment of outstanding amount to BSNL or any other information provided by the subscriber, shall entitle the Organizers to disqualify him/her without any further intimation.

21. 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 Organizers.

22. You shall indemnify and keep indemnified the Organizers 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 Organizers may incur, pay or become responsible/liable for as a result of your breach or alleged breach of the representations or obligations under the Terms and Conditions hereunder, your failure to comply with applicable law and any third party claim in respect of misuse of any information of a third party.

23. The Organizers and/or their respective affiliates, directors, officers, employees, agents shall not be held responsible and liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, that may be incurred or for any personal loss or injury that may be suffered (including loss of life), by a participant and/or highest scorer and/or any third party, directly or indirectly, by reason of Challenge or the Challenge gratification(s).

The Organizers shall not be responsible for any claims arising out of any failure(s) which is beyond their reasonable control. Without limiting the generality of the foregoing, the Organizers shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Challenge including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Challenge, delay in time recorded or taken for answering a question during the tie-breaker process, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.

24. You hereby agree and undertake not to hold the Organizers and/or any of their group entities or affiliates, their respective officers, employees, agents 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.

25. The gratification shall be handed over by Handygo on receipt of all the documents from the highest scorer required to process the distribution of the gratification.

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

27. 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 Organizers ("**Force Majeure Event**"). The Organizers shall not be liable for any delay or adverse effect caused to Challenge as a result of a Force Majeure Event. The Organizers shall intimate the suspension of the Challenge caused as a result of such Force Majeure Event to the subscribers within reasonable time through SMS.

28. The Terms and Conditions stated herein shall not override the terms and conditions of the subscriber Enrolment Form i.eAt the time of SIM activation. Customer give his complete details in this form

29. 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.

30. The decision of the Organizers in respect of all transactions under this Challenge including without limitation the selection of the highest scorers shall be final and binding.

31. Questions and their answers, designed/sourced by the Organizers, are as per their best knowledge and information available public at large and have been collected and framed with reasonable prudence. In case there is any discrepancy or dispute regarding the questions or answers, neither the Organizers nor any third party involved shall have any liability towards any subscriber.

32. The Organizers 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 subscribers. 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.

Provided that, basis on the revenue generated under this Challenge, Organizers reserve the exclusive rights to change the existing gratifications with any other gratifications of lower monetary values at any time. In such a case, under no circumstance shall the highest scorer of the Challenge be entitled to redeem the existing gratifications and accept the amended gratification only, subject to the other terms and conditions mentioned herein, decided by the Organizers,

33. The Organizers reserve the right, at any time, to unconditionally disqualify any BSNL 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 such subscriber. Failure by the Organizers to enforce any of their rights at any stage does not constitute a waiver of those rights.

34. 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 Organizers reserve the right to seek damages from any such subscriber to the fullest extent permitted by law.

35. The Challenge and these Terms and Conditions are subject to Indian law and the exclusive jurisdiction of the courts in New Delhi, India.

36. The subscribers may contact Handygo regarding any queries/complaints pertaining to the Challenge between 9.30 AM to 6.30 PM, on all working days except public holidays, which shall be answered within 7 working days between Monday to Friday. All disputes must be addressed by the subscribers in writing to Handygo, and BSNL shall neither be responsible nor shall entertain any communication in this regard.

37. The Organizers do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the subscribers.

38. The officers of the Organizers, 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.

39. The provisions of this Challenge and any other promotional endeavour may not be used for any commercial purpose by any subscriber.

40. These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a sole Arbitrator to be appointed by BSNL and Handygo mutually, whose decision shall be final and binding on the parties. The place of Arbitration shall be at New Delhi. The Language of Arbitration proceeding shall be English.