

## OFFER / CAMPAIGN NAME – PAYDTH

### Recharge DTH | Win Cashback equivalent to HD LED TV

#### I. PART – A OFFER TERMS AND CONDITIONS (“T&C”)

1. By participating in this Offer, You (hereinafter referred to as “Participant(s)”) agree to be legally bound by and abide by the Terms & Conditions stated herein (“T&C”). Participant(s) confirm and acknowledge that Participant(s) has read, understood and agree to conform to these T&C. Participation in this Offer is conditioned on Participant(s) agreeing with the T&C’s mentioned herein.
2. This Offer cannot be combined with any other promotions or offers.
3. For the avoidance of any doubt, please note that the gratifications offered under this Offer are solely sponsored and distributed by One97 Communications Ltd., (hereinafter referred to as ‘One97’) for the Winner(s) of this Offer.
4. These Terms and Conditions are available on the website <https://Paytm.com/offer/recharge/PAYDTH/>. The Terms and Conditions of this Offer can be amended or varied from time to time or withdrawn and therefore, please visit the Website periodically to keep yourself updated and informed.
5. This offer is valid from 01st May, 2018 at 00.00:00 hours to 31<sup>st</sup> May, 2018 at 23:59:59 hours (hereinafter referred to as the “Offer Period”).

#### I (A). STEPS TO PARTICIPATE IN THE OFFER AND GRATIFICATION (‘CASHBACK’/ ‘PRIZE’):

1. To avail this Offer, Participant(s) are required to do at least one DTH recharge transaction of Rs. 100 or more on Paytm platform using **Promo code: PAYDTH**.
2. To increase the chances of winning, we suggest Participant(s) to spend as much as possible using Promo code: **PAYDTH**.
3. The Offer is only valid for “Qualified & Completed Payments”, which mean those payments which have neither been categorized as cancelled/ altered/ complained/ refunded by the Participant(s) making the payment , nor have been categorized as unexecuted and Participant(s) shall not dispute the same.
4. After completion of Offer Period, One97 may announce three (3) Tentative Winner(s) on its website and shall notify Tentative Winner(s) on or before 16<sup>th</sup> June, 2018, through a notification on their Paytm app or on registered email of Tentative Winner(s). One97 shall have the sole discretion over the selection process and the same shall not be challenged in any manner by any Participant(s) (including the Tentative Winner(s)).
5. **Terms for claiming / availing the Cashback by the Winner:**
  - Three (3) Tentative Winner(s) will be chosen randomly within the Offer Period as per the T&C’s.
  - The number of winner(s) selected shall be “**Tentative Winners**” who shall be contacted by One97 and confirmed on the basis of qualification criteria, verification & submission of required documents as per the clause mentioned below. The Tentative Winner(s) declared by One97 understands that he/she is not the Winner and his/her winning is subject to verification & confirmation by One97.
  - Post selection of “Tentative Winner”, One97 shall make three (3) attempts within 48 hours to contact such Tentative Winner(s) through a notification on their Paytm app /their registered Mobile Number/E-mail to inform about the gratification and further process of claiming the gratification.
  - Post selection of Tentative Winner(s), each such Tentative Winner(s) shall be required to provide adequate documents required for identification and for availing the Prize from One97 within prescribed time limits provided in this regard, failing which such Tentative Winner(s) shall be considered ineligible for being selected as Winner(s). Winner(s) shall be the term given to those Tentative Winner(s), who have submitted the required documentation and have complied with all the relevant clauses mentioned herein.
  - Final list of Winner(s) will be announced as per the timeline decided by One97.

- Validity of Winner(s) selection will be within 30 days after the end of Offer Period (Including contacting with Winner(s), document validation, Generate Promo code etc.) provided Winner(s) have all requisite documents as mentioned in these T&C's.
- Document should be provided by the Winner(s) within 48 hours of being contacted.  
Post completion of the verification and other requisites, the cashback equivalent to Rs 26,818 shall be credited in Winner(s) Paytm account (the cashback amount is subject to applicable taxes and deductions. Hence the Winner(s) will receive Rs 18773 after applicable deductions).
- As per the current tax regime in India, the Winner(s) will first need to deposit the applicable TDS amount with One97 before he/she can avail the cashback.
- Winner(s) shall be required to provide any or all the following documents (as applicable) for identifications and for availing the cashback within the 48 hours of them being notified:
  - a) Address proof (Voter ID Card / Driving License / Passport / electricity bill not older than 3 months / Telephone bill not older than 3 months)
  - b) Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License),
  - c) One passport size photo,
  - d) Postpaid bill (for postpaid user) (additional document),
  - e) PAN card copy self-attested,
- To be eligible to avail the cashback under the Offer, the Participant(s)/ Winner(s) must have a valid KYC Paytm Wallet (as per RBI guidelines) and make payment using Paytm platform.
- Selected Winner(s) cannot be Winner(s) again for the same Offer until a year from the date of selection of the Winner(s).
- Participant(s)/Winner(s) may contact One97 at care@Paytm.mobi regarding any queries/complaints pertaining to the Offer between 9.30 AM to 6.30 PM, on working days from Monday to Friday. All disputes must be addressed by the Participant(s) / Winner(s) in writing to One97. Further, any information that the Participant(s) may request in connection with the Offer, may be provided by One97 to the Participant(s), at the sole and absolute discretion of One97, depending on the nature of the information requested, and any such information may be provided only during the Offer Period. No such request shall be entertained thereafter.

**Part-B: Legal Terms & Conditions-**

1. To participate in this offer, you (i) should have a Paytm account / wallet holder in India (ii) should be of or above 18 years of age (iii) must be a resident of India.
2. The Participant(s) who are residents (permanent/temporary) of any state/union territory within the territory of India shall not be entitled to participate in this Offer, wherever such Offer is prohibited by applicable law.
3. By participating in the Offer, Participant(s) consent to some information available on Paytm platform such as name, score etc. to be communicated further as required for publication in any media, for the purpose of Winner(s) announcement. -One97 may, at its discretion, choose not to disclose the identity of the selected Winner(s) to other Participant(s) unless expressly mentioned herein. The Participant(s) also consent to the information being stored in the servers of One97 in India only.
4. Participant(s) acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP, Mobile application, Website and all material or content related to the Offer shall remain, at all times, owned by One97 and/or their respective owners. All material and content contained is made available for Participant(s) personal and non-commercial use only. Any other use of the material/ content on the platform and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
5. Subject to any applicable law, all warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by One97.

6. The Prize(s) under this Offer are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the prizes shall be subject to such other T&C as may be applicable to specific prize and shall have to be duly complied with by the Winner(s).
7. The Prize(s) to the Winner(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the Prize(s) and on production of all such documents/papers as may be required by One97 before accepting the delivery of the prize. Any failure on the part of the Winner(s) to comply with directions issued by One97 for claim of prize shall entitle One97 to forfeit the Prize(s) or roll the prize over to the next eligible Winner(s), at their sole discretion.
8. Any Participant providing any incorrect information or concealing/withholding any information from One97 with intent to participate and/or be chosen as the Winner(s) of the Offer will automatically be disqualified from participating in it and being chosen as the Winner(s) of the different categories of prize. 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 Operator number, domicile etc., by the Participant(s) or dispute with the Paytm Platform, shall entitle One97 to disqualify him/her without any further intimation. One97 reserves its right to take appropriate legal action against any Participant(s) involved in illegal/unauthorized activity.
9. Participant(s) / Winner(s) shall indemnify and keep indemnified One97 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 One97 may incur, pay or become responsible for as a result of breach or alleged breach of your representations or obligations, fraud, misuse of your Paytm Wallet, any failure by you to comply with applicable law and any third party claim in respect of misuse of any information of a third party.
10. In no event, the entire liability of One97 Communications Limited for any dispute arising in connection with the Cashback offer shall exceed the cashback amount that the Participant(s) is entitled to under the said Offer.
11. One97 Communications Limited in no event shall be liable for any incidental, consequential and financial losses/damages in any event whatsoever.
12. The Participants and Winner(s) hereby irrevocably authorize One97 to use the data/information gathered during and/or after the Offer in respect of the Participant (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the Offer, Participant(s) confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future Offers from One97.
13. This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of One97 ("Force Majeure Event"). One97 shall not be liable for any delay or adverse effect caused to this Offer there under as a result of a Force Majeure Event. One97 shall intimate the suspension of Offer caused as a result of such Force Majeure Event to the Participants within reasonable time.
14. One97 reserves all the rights to offer any amount/coupon/voucher/any other Prize equivalent to the cost of the Prize.
15. This Offer is designed/sourced by One97, are as per their best of efforts. In case there is any discrepancy or dispute regarding the Offer, the decision by One97 shall be final and neither One97 or any third party shall have any liability towards any Participant(s). No queries/complaints whatsoever in this regard will be entertained.
16. One97 reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, the T&C and prize 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 Participant.
17. Failure by One97 to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, One97 may assign any of its rights within the Offer to any party without prior intimation to Participant(s).

18. One97 does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant(s).
19. The Winner(s) understand and agree that acceptance of the prize by them, constitutes grant of permission to the facilitators to click photographs of the Winner(s) and use the Winner(s) names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media, only for the purposes of advertising and trade without any additional compensation whatsoever to the Winner(s). The Participant(s)/Winner(s) hereby provides his/her irrevocable consent for sharing/submission of his/her personal information to One97, and subsequent use by One97 of such information for lawful purposes as per its discretion.
20. One97 shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Offer including but not limited to any technical failures in the mobile/device/computer/laptop connectivity, delay in sending or receiving the SMS for participating in the Offer, any type of delay , any action that has been initiated, actioned or completed through his/her mobile phones/device/computer/laptop, failure of servers or any type of failures arising out of technical snags or resultant inability of the Participant(s) .
21. The Participant(s) hereby agree and undertake not to hold the One97 and/or any of their group entities or affiliates, their respective directors, officers, employees, 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 Offer.
22. Any dispute arising out of this Offer's T&C shall first be attempted to be resolved amicably through negotiations. In the event, amicable settlement fails, the dispute shall be referred to Mediation. The venue of Mediation shall be at Delhi only.
23. This Offer and T&C are subject to Indian law and the exclusive jurisdiction of the Courts in New Delhi.