

TERMS AND CONDITIONS

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THIS OFFER KNOWN AS "RAJU BAN GAYA DIRECTOR". BY PROCEEDING WITH REGISTRATION AND PARTICIPATION IN THIS OFFER KNOWN AS "RAJU BAN GAYA DIRECTOR", YOU HEREBY ACKNOWLEDGE AND ACCEPT THE OFFER 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 OFFER.

TERMS:

The "Raju ban Gaya Director" Offer (Hereinafter referred to as "Offer") is organized and administered by Digital Law & Kenneth, a company having its registered office at 301 Neelam Center, A Wing, Hind Cycle Road, Worli, Mumbai- 400030, India (hereinafter referred to as "DLK") in association with Idea Cellular Limited, a company having its registered office at Suman Tower, Plot No. 18, Sector – 11, Gandhinagar – 382 011 and Corporate Office at 5th Floor, Windsor, Off CST Road, Kalina, Santacruz (E), Mumbai-400098 (hereinafter referred to as "Idea"). DLK and Idea shall be jointly referred to as "Organisers".

The Offer is open for any person who is the resident of India and who fulfills the criteria as mentioned hereunder in this Offer.

Definitions:

For the purpose of this Offer, the following terms shall have the meanings defined below when used in capital letters herein:

"Offer Period" means the period commencing from July 10, 2014 to whenever Idea announces the final close date. Idea has the sole right to announce the closure of the Offer at any time it deems fit and without giving notice to any person or party.

"Gratification" shall mean and refers to the winner getting a 15-days internship with Bollywood Film Director, Imtiaz Ali, including on-location experience on his next film. Idea will only bear the travel expenses of the winner via air or rail for the on-location experience. Tickets will be issued by Idea. Lodging and other expenses on location need to be borne by the winner only. This Offer is hosted on Idea Popcorn Street website.

- The Offer is open for any person who fulfills the criteria mentioned in Clause1 herein. However, Organisers shall not be liable or responsible for any cost or expenses incurred by any person while participating in this Offer.

- A person (“Participant”), by participating in the Offer hereby agrees to the Terms and Conditions mentioned below and gives his/her consent to the criteria and process of selecting winners and any appropriate changes that may be made to this Offer by the Organisers 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.

Also, by participating in this Offer, the Participant:

- Warrants that he/she has read, understood and agreed to conform to these Terms and Conditions.
- Warrants that the accuracy, truthfulness and currency of all information that he/she may have submitted.

These terms and conditions can be amended or varied from time to time or withdrawn and therefore, please visit the Website periodically to keep you updated and informed.

By participating in this Offer, the Participant indicates his/her acknowledgement and acceptance of these Terms and Conditions.

The Participant hereby agrees that all incidental costs (other than travel cost to and back from shoot location)/taxes/levies related to the Gratification, if any, shall be exclusively borne by the winner, which shall be including but not limited to TDS, and any other taxes applicable by the Central, State or Municipal government.

1. Procedure and Eligibility to participate:

Participants shall be eligible to participate in this Offer without paying any subscription or entry fee for participating in the Offer.

This Offer is valid for any person who fulfils the below mentioned criteria and confirm that he/she:

- Of or above 18 years of age. A citizen of India.
- Has neither been convicted nor prosecuted for commission of any criminal offence nor are of an unsound mind.
- Is not under any legal disability e.g. insolvency, restraint by court order etc. and / or is prohibited from entering any contractual relationship.

2. To Participate in the Offer:

- To participate in the Offer, Participant is required to visit idea Popcorn Street website (“website”).

- He/She needs shoot a film on his mobile phone and upload it on the website. The film should be an original creation of the Participant and should not be a copy of any existing famous film or extract of any film. The ideas contained in the film should also be original and the Participant indemnifies Idea completely against any third party intellectual property rights infringement claims brought against Idea.
- The film should not contain any material or any information, data, or images in any form that may result in such material being classified as obscene or indecent, libelous, slanderous or obscene, or hurting feelings of any clan, group, gender or religious or community.
- He/she can either upload a YouTube link of the movie or directly on the website.
- 30 (Thirty) shortlisted films selected on the basis of concept, shall be judged by an external party, and then displayed in a gallery on the website.

- Out of these 30 (Thirty), 10 (Ten) films will be shortlisted based on concept, public voting, and judged by an external party.

- The 10 (Ten) selected participants will then be given a common script by the Organisers. They will have to create a 5-10 minutes film on that script within a stipulated timeframe.

- The top 4 (Four) out of the 10 (Ten) selected Participants will be shortlisted based on the script execution and shall be judged by an external party.

- One winner, judged by an external party, will be selected for the internship.

3. Gratification:

- A 15-day internship with Bollywood Film Director, Imtiaz Ali, including on-location experience on his next film. Idea will only bear the travel expenses of the winner for the on-location experience. Lodging and other expenses on location need to be borne by the winner.

- The terms and conditions of the Gratification shall be decided by the Organisers at their sole discretion.

- The Gratification Offered in this Offer will be sponsored and distributed by Digital Law & Kenneth on behalf of Idea. The Gratification offered in this Offer may be given to the winner during a special event, the venue, date and within a month after the offer is closed, announced by the Organisers, at their sole discretion, subsequent to the completion of the Offer Period.

6. After the selection and validation of the winner of the above mentioned Gratification, the winner will be contacted, through email, for 3 consecutive days, and will be given further details as to how, when and where they can redeem their respective Gratification. In the event that the winner cannot be reached or are ineligible or are disqualified, for any reason whatsoever, the Organisers reserve the right to forfeit the Gratification, at their sole discretion.

6. This Offer is being made purely on a “best effort” basis and participation of eligible Participants is voluntary, and subject to acceptance of these Terms and Conditions.
7. All disputes must be addressed by the Participant in writing to Idea directly.
8. Participants can email Idea at ideacellularltd@gmail.com in case of any issues or complaint with respect to this Offer.
9. The Participant hereby understands and gives his/ her irrevocable consent for personal information relating to the Participant to be exchanged with Idea, DLK and its vendors or published and/or communicated to/in any media that it may deem fit, and Idea, DLK or its vendors may, at their sole discretion choose to publish or disclose the name(s), phone number(s), score(s) and/or photographs of all the Participants, if required, and specifically, of winners.
10. The Participant acknowledges and agrees that all copyright and trademarks and all other intellectual property rights in the SMS content/website and all material or content related to the contest shall remain, at all times, owned by the Organisers / their respective owners. All material and content contained in this website is made available for your personal and non-commercial use only. Any other use of the material/ content on this website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
11. Idea/DLK is neither responsible nor guarantees the quality of the goods/services being offered as Gratification nor is it liable for any defect in the goods/services so obtained/availed, by the Participants under this Offer. DLK is also not liable for any defect in the Gratification so Offered or availed, by the Participants under this Promotion Offer.
12. The Gratification under the Offer is neither assignable nor transferable under any circumstances. All the Gratification 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 winner.
13. The Gratification to the winner shall be given subject to compliance with all applicable statutory legislations/ processes /formalities in connection with the Gratification and on production of all such documents/papers as may be required by Idea/DLK before accepting the delivery of the Gratification. Any failure on the part of the winner to comply with directions issued by Idea/DLK for claim of Gratification shall entitle Idea/DLK to forfeit the Gratification or roll the Gratification over to the next eligible winner at their sole discretion. DLK at its sole discretion shall decide the model/variant of any Gratification being offered in this Offer.

14. The Organisers, at their sole discretion, reserve the right to substitute Gratification of equal or greater value at any time. However, there will be no cash alternative.

15. All incidental costs(other than travel expensive to shoot location)/taxes/levies related to the Gratification, if any, shall be exclusively borne by the Participant, including but not limited to TDS, Gift tax (if any), Road Tax, Insurance and any other taxes applicable by the Central, State or Municipal government.

16. All Gratification must be claimed by the winner, along with the documents specified herein below. The documents required to be submitted along with the claim by the winner include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of Law):

- Identity Proof
- Address Proof
- Photocopy of PAN Card
- Proof of holding the Idea telephone connection
- Letter, Declaration or any other document in the format as may be required by Idea etc.

17. The list of winner of all Gratification will be announced after the end of the Offer.

20. The employees of Idea / DLK and their group companies, affiliate or associate companies shall not be eligible to any of the Gratification Offered in this Offer.

22. This Offer cannot be used in conjunction with any alternative Offer or promotion.

23. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Idea/ DLK.

24. This Offer 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.

25. The decision of the Organisers in respect of all transactions under this Offer shall be final and binding.

27. Neither Idea nor DLK shall 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 connectivity, failure of servers or the failure to provide the correct score updates or any mistakes arising out of technical snags. Further, DLK/Idea shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of DLK or Idea.

28. The Participant hereby agrees and undertakes not to hold Idea/ DLK 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 remote that you may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Offer.

29. Idea/DLK 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 Participant and/or any third party, directly or indirectly, by use or non-use of the Gratification Offered in this Offer.

30. Organisers and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Offer.

31. Organisers reserve the right, at any time, to unconditionally disqualify any Participant who tampers with or who in any way abuses the process or Terms and Conditions of the Offer. Failure by Organisers to enforce any of their rights at any stage does not constitute a waiver of those rights.

32. Idea and DLK reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, the Terms & Conditions and Gratification at their sole discretion at anytime during it's validity as may be required in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and the same shall be binding on the Participant. You are therefore advised to check this website regularly for any update(s) or amendment(s) made to these terms and conditions.

33. The provisions of this service, the Offer and any other promotional endeavours may not be used for any commercial purpose by any person.

34. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Organisers including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any challenge/Offer, 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 Offer or any transactions effected through the Offer; (b) The Participant expressly agrees that his/her participation in the Offer Offered by Organisers is at the Participant's 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 Offer shall be construed to mean the giving of any warranty of any kind by the Organisers.

35. The Gratification to the winner shall be given subject to compliance with all applicable statutory legislations/ processes /formalities in connection with the Gratification and on production of all such documents/papers as may be required by the Organisers. Any failure on the part of the winner to comply with directions issued by Organisers for claim of Gratification shall entitle Organisers to forfeit the Gratification.

36. Apart from the entitlement to the above mentioned Gratification, the highest score(s) or their legal heirs/successors/representative will have no other rights or claims against the Organisers.

37. These Terms & Conditions are subject to Indian Law and the exclusive jurisdiction of the Courts in Mumbai.