

## **“Guess The Game” Terms & Conditions:**

This Contest (as defined below) is subject to the following terms & conditions (“T&C”), which may be updated by Bennett, Coleman and Company Limited (“BCCL”) having its registered office at The Times of India Building, Dr. D. N. Road, Fort, Mumbai - 400 001 and corporate office at 9-10, Express Building, Bahadurshah Zafar Marg, New Delhi - 110 102, from time to time without notice to Contestant (as defined below). The Contestant confirms to have read the T&C at [www.toiguessthegame.com](http://www.toiguessthegame.com). The Contestant is entering into the Contest at his/her sole discretion and free will. The Participation or submission of entry in the Contest shall be deemed as the acceptance of the T&C by the Contestant.

### **1. Definitions**

- (a) “Contest” shall mean the contest titled as “Guess the Game”. The Contest is being organized for engagement with TOI reader(s).
- (b) “Contestant” shall mean the individual who participates in the Contest.
- (c) “TOI” shall mean The Times of India.
- (d) “Prize” means the redeemable gift vouchers as decided by BCCL and Series Champion as may be decided by BCCL in its sole discretion.

### **2. Eligibility**

- (a) This Competition is valid for Indian citizens and open to readers of The Times of India where the Guess the Game pointer is being carried. The Contestant(s) participating from Delhi NCR, Mumbai, Navi Mumbai, Thane, Bangalore, Kolkata, Chennai, Pune, Hyderabad, Ahmedabad, Goa, Chandigarh, Jaipur, Indore and Lucknow only shall be eligible for Dineout vouchers, and the Contestants from other cities shall be eligible to collect runs throughout the Contest and participate in the Series Champion stage. If you are under the age of 18 years, you should review this T&C with your parent or legal guardian to make sure that you and your parent or legal guardian understand and agree to it and further if required your parent / legal guardian shall perform or undertake such activities to enter into a legally binding agreement with BCCL.
- (b) The employees of BCCL and their affiliates, distributors and dealers of BCCL, the sponsors of the Contest, family members or the relatives of employees of BCCL, distributors, dealers, sponsors are not eligible to participate in the Contest. Any such entry, even if successful, would be deemed inadmissible for the purpose of this Contest.

### **(c) Contest Duration**

The Contest shall have a 9 hour window from 6: 00 AM to 3 PM on a daily basis on all world cup cricket match days starting from June 16<sup>th</sup>, 2019 and shall end on July 14<sup>th</sup>, 2019. BCCL reserves the right to terminate, extend or shorten the Contest Duration at its sole discretion.

### **3. Prize and Participation**

- (a) No entry fee is required to participate in the Contest.
- (b) In case cricket match get cancelled for any reason whatsoever on the day of the Contest, the Contest shall automatically get cancelled for that day. 1 prediction related question

will be carried in The Times of India newspaper on the day of the match and one more question related to sports to test the skill of person his/her knowledge about sport will be asked in the form on [www.toiguessthegame.com](http://www.toiguessthegame.com). The Contestant interested to participate in the Contest have to send an SMS to 9880198801 within the window period of the Contest, in the format as follows: <PINCODE><SPACE>ANSWER.

Once the SMS is received by BCCL, the Contestant will receive an automated acknowledgment SMS link (in case the contestant does not receive the SMS due to network or any other issue, he/she can directly visit the website- [www.toiguessthegame.com](http://www.toiguessthegame.com) and answer the question correctly in the form for that day). The Contestant will be required to click on the link and fill details and answer the question correctly in the form. The contestant is entering into this contest with his own free will and newspaper will be available to him at same cost even if he does not participate in contest.

- (c) The entries with correct prediction and correct answer to the question asked in the form shall be eligible to win Dineout redeemable vouchers worth Rs. 500/- each. The Contestant understands and acknowledges that Dineout is present in only limited cities (Delhi NCR, Mumbai, Navi Mumbai, Thane, Bangalore, Kolkata, Chennai, Pune, Hyderabad, Ahmedabad, Goa, Chandigarh, Jaipur, Indore, Lucknow), and if the Contestant winning the voucher is from any other city, BCCL will not be responsible to offer them any Prize or or replace the vouchers for any other prize of equivalent value, however Contestant(s) from other cities collecting the daily points shall be eligible for the Series Champion Prize. The results of each match day Contest shall be declared on the next day. For the two semi-final and the final match the winners shall receive the redeemable vouchers worth Rs. 1000/- each. For each match day Contest including semi-finals and finals, 500 winners with correct prediction and correct answers shall be selected through the computer generated random technique.
- (d) In addition to the daily prizes, each Contestant shall score 1 run for each day he/she has the correct prediction and answer (irrespective whether the Contestant is among 500 lucky winners for that day or not). The runs scored shall get accumulated against the unique mobile number and at the end of the final match day Contest those Contestant who have accumulated 10 or more runs shall be eligible for the "Series Champion" prize to be selected through computer generated random technique. There are total 5 Series Champion prize to be won by the Contestant. Each winners of the Series Champion shall be rewarded with international trip for 2 people worth Rs. 1 Lakh only. For avoidance of doubt Rs. 1 Lakh voucher shall be for two people.
- (e) On days when the match is cancelled, the Contest for that day shall stand cancelled. The next day's Contest after the cancelled Contest shall score 2 runs instead of 1 run for correct prediction and answer for that day's Contest. However, in the event the match is not cancelled and is decided as per the applicable rules, the winners shall be decided on the basis of the total overs balled in the match. On days when there is a tie match, 500 winners will be selected from all eligible entries who have sent either of the 2 options as answer and have filled the online form. All these eligible entries will get 1 run each.
- (f) The mobile number of the Contestant would act as the primary identifier for the Contestant. Each mobile number will be treated as a unique ID and multiple SMS from same mobile number will not be considered for the Contest. Further, one personal identification proof i.e. PAN Card shall be eligible for one Prize only.
- (g) BCCL will not be responsible for any defects/inadequacy in the products/services redeemed in lieu of the coupons/gift vouchers/prize and the same would have to be

addressed to the sponsor/service provider/manufacturer directly. BCCL shall not be liable to replace/exchange the Prize/products/services at any stage.

- (h) Decision of the BCCL will be final and binding on all participants and no correspondence will be entertained in this regard.
- (i) In case any winner refuses to accept the prize decided for him/her, his participation in the Contest will be declared null and void. Prizes cannot be exchanged for their value in cash or for other prizes. Each Prize shall have a validity period and the same can be redeemed with the respective sponsors within such validity period as mentioned on the Prize. Further, any charge over and above the stated Prize shall have to be borne by the Contestant themselves including without limitation travelling, prize collection/delivery charges etc.
- (j) The Prize(s) are non-transferable.
- (k) The Contestant shall exclusively bear any levies, duties, registration, insurance cost, octroi and taxes, wherever applicable, on the Prize including the Series Champion Prize. The Contestant shall be solely liable for any other expenses related to the acceptance/use of the offer and/or Prize. All/any Government taxes on Prize (as applicable), shall be borne by the winner(s) and all deductions, such as tax deduction at source ("TDS"), wherever applicable, shall be made by BCCL in accordance with the Income Tax Act, 1961 or winner shall pay to BCCL such amount.

#### 4. Other Terms

- (a) The Contestant agrees that, he/she will participate in any promotional activities or material, without additional payment or permission, as requested by BCCL. Subject to applicable laws, Contestant hereby grants BCCL, by participating in the Contest and/or accepting a Prize, the right to use, in perpetuity the Contestant's information as may be provided by the Contestant, publish and display Contestant's picture, voice, video, statements, quotes which may be adapted, edited or modified, as solely determined by BCCL for advertising, trade, publicity and promotional purposes in any media without notification or approval, all without any additional consideration.
- (b) The Contestant voluntarily agrees to submit the required documents and personal information to participate in the Contest. Contestant voluntarily consents and permit BCCL will use any personal information that the Contestant provides in accordance with applicable laws for the purposes of this Contest and for any marketing or other purposes. BCCL may also share such information(s) with its affiliates, its service providers and agents for the purpose of this Contest. The information may also be used by BCCL for:
  - recommending various products or services including those of third parties
  - dealing with requests, enquiries and complaints and Contestant related activities
  - marketing products and services and its analysis
  - abiding with laws and law enforcement / regulatory requests
- (c) BCCL reserves the right to cancel or amend all or any part of the Contest and/or the terms & conditions/technical parameters/Prize without prior notice in the event of circumstances arising beyond its control that makes it necessary to do so. However, any changes to the terms & conditions/technical parameters or cancellation of the Contest, will be updated/posted on website [www.toiguessthegame.com](http://www.toiguessthegame.com). It would be the

exclusive responsibility of the Contestant alone to keep themselves informed as to any changes in the terms & conditions/technical parameters/evaluation criteria stated for this contest.

- (d) The Contest is provided on an "AS IS" and "AS AVAILABLE" basis. BCCL expressly disclaims all warranties of any kind, whether express or implied. BCCL does not make any warranty that the Contest and or emanating results will meet your expectations.
- (e) Entries for the Contest received beyond the window period as stated above, shall be rejected. Further, all multiple entries (entries with the same proof details) received for the Contest and/or incomplete entries or entries where the prescribed format for sending the entry has not been followed shall also be rejected. No correspondence shall be entertained in this regard.
- (f) BCCL will in no event be liable for any damages whether direct, indirect, special, incidental, or consequential arising out of the Contest or use of the Prize(s) given through the Contest or use of the information shared by the Contestant, in the event any disclaimer is held invalid, the liability of BCCL under this Contest shall not exceed the value of lowest single Prize.
- (g) The Contestant hereby agrees and undertakes not to hold BCCL and/or 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 that the Contestant may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of participation in the Contest or related to the Prize in any manner whatsoever.
- (h) This Contest shall be governed by and construed in accordance with the laws of India. Any disputes, differences and/or any other matters in relation and arising out of this Contest and/or pertaining to the rules and regulations of this Contest shall be referred to a sole arbitrator appointed by BCCL in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and any subsequent amendment thereof. The arbitration proceedings shall be held in English and the seat of arbitration shall be at New Delhi. The arbitral award shall be final and binding.
- (i) All disputes shall be subject to exclusive jurisdiction of New Delhi courts only.
- (j) In accordance with the applicable laws, for any grievance, you may reach the grievance officer of BCCL at [toiguessthegame@timesgroup.com](mailto:toiguessthegame@timesgroup.com).
- (k) The Privacy Policy located at [www.timesofindia.com](http://www.timesofindia.com) shall form an integral part of this T&C.

### **Additional T&Cs for Dineout Promo Codes:**

1. 100% of Promo code amount can be used in a transaction upto Rs.500.
2. Promo Code amount will be deducted only from bill amount and will not cover Convenience Fee.

3. Once the promo code is applied, rest of the amount will be deducted from Promotional Earnings (25% of the remaining bill amount) & Add Money amount.
4. Only one promo code can be applied per transaction.
5. Promo Code amount can be used just once. Means, if a promo code of Rs.500 was applied on a transaction of Rs.100, maximum discount (upto bill amount or promo code amount, whichever is less) will be applied on this transaction and rest of the amount will lapse. It cannot be used on the next transaction.
6. These promo codes do not credit any earning to diner' account, its instant discount at the time of transaction.
7. These promo codes are applicable on Dineout Pay bill payment only. They are not applicable on the purchase of GP.
8. These promo codes are valid till 15th August.
9. Dineout is present in only limited cities (Delhi NCR, Mumbai, Navi Mumbai, Thane, Bangalore, Kolkata, Chennai, Pune, Hyderabad, Ahmedabad, Goa, Chandigarh, Jaipur, Indore, Lucknow)

### **Additional T&Cs for EaseMyTrip Vouchers Codes and Foreign Trip:**

- a. To avail discounts, users have to book Flight, Bus & Hotel tickets as per their preference by applying coupon code.
- b. Offer is valid on Flight, Bus & Hotel bookings.
- c. This offer is valid till September 30, 2019.
- d. Convenience fees will be charged as per the applicability.
- e. All new and existing customers can avail this offer.
- f. The offer is valid for bookings made on EaseMyTrip's website, Mobile site, Android & iOS App
- g. This offer cannot be clubbed with any other offer running on EaseMyTrip.
- h. Bookings with the valid promo codes will be only eligible for this offer
- i. One user can avail offer only for once.
- j. This offer cannot be clubbed with any other offer running on EaseMyTrip
- k. In case of partial/full cancellation the offer stands void and discount will be rolled back before processing the refunds.
- l. Child / infant discount, date or flight change, refund charges, weekend surcharge, black out period, travel restrictions and / or flight restriction will be also applicable as per the fare rule
- m. Changes in flights and dates are allowed with change fees and fare difference
- n. Changes in names are not allowed
- o. In the event of any misuse or abuse of the offer, EaseMyTrip reserves the right to deny the offer to the customers.
- p. EaseMyTrip is the sole authority for interpretation of these terms.
- q. In addition, EaseMyTrip standard booking and privacy policy on EaseMyTrip.com shall apply.

- r. In the event of any dispute, Courts of New Delhi will have jurisdiction.
- s. EaseMyTrip reserves the right, at any time, without prior notice and liability and without assigning any reason whatsoever, to add/alter/modify/change or vary all of these terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this offer or not, or to extend or withdraw it altogether.
- t. EaseMyTrip shall not be liable for any loss or damage arising due to force majeure.
- u. For the foreign trip, the booking will have to be made at least 30 days prior to the travel date.
- v. For the foreign trip, min 02 pax in 1 room.
- w. For the foreign trip, Visa is on arrival (Visa cost will be excluded and will have to be borne by the winner).
- x. For the foreign trip, the flight will take off from Delhi/Mumbai airport and will land at the Delhi/Mumbai airport. Travel cost from the winner's residence to the airport in Delhi/Mumbai and from the Mumbai/Delhi airport to the winner's residence will have to be borne by the winner himself/herself.