

Terms and conditions – “The Phonetastic Offer”

I. General

- 1) These terms and conditions, together with the terms and conditions that are specific to **“The Phonetastic Offer”** as defined below (the “Contest Terms”) are known as the “Rules”. Words used in the Contest Terms shall have the same meaning when used here under.
- 2) The Rules apply to the **“The Phonetastic Offer”** (hereinafter referred as the “Contest”) promoted by INDO NISSIN FOODS PRIVATE LIMITED (hereinafter referred as “INFPL”) with “Nissin Cup Noodle “products, i.e. “Cup Noodles – Zesty Chicken Keema” and “Cup Noodles- Herby Tomato” whereunder you will purchase onboard your IndiGo Flight. On purchase of the product you will receive information slip and sms your details in the following manner – SMS IndiGo <Name> <Flight No.> <Seat No.> to 9220092200. You should SMS the details once you have reached the terminal. By Sending the SMS, you will automatically enter a lucky draw for the **“The Phonetastic Offer”**. You can have one-participation per-day. If you are the lucky winner, the company will get in touch with you and ship out your brand new iPhone 5s 16GB. By sending SMS as explained, you understand that it shall be regarded as your entry in the Contest, and you agree to be bound by the Rules. Every day at 2:00 AM the system will select the winner. The selected person will be contacted by the company’s representative and will be asked a question and on correct answer the person will be declared as the winner of the day.
- 3) The Participants understand that IndiGo shall not be liable for any disputes, complaints, concerns etc.(collectively “Disputes”) regarding the Contest. In the event of any Dispute with respect to the Contest, the Participant must take it up directly with INFPL. This offer is being made purely on a “best effort” basis and is subject to force majeure conditions. Any participation in this offer will be deemed as an acceptance of the terms and conditions of this offer
- 4) INFPL reserves the right to cancel or amend all or any part of the Contest and/or the Rules without notice for any event which is outside the reasonable control of INFPL. Any change to the Rules or cancellation of the Contest will be posted on www.indonissin.in website’s News and Events section. It is the responsibility of the participants to keep themselves informed as to any changes to the Rules and other relevant information regarding the Contest.
- 5) In the event of any dispute regarding the Rules, the conduct of results of the Contest, or any other matter relating to the Contest, the decision of INFPL shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by INFPL.

II. Contest Participants

- 1) By entering the Contest, you hereby warrant that all information submitted by you in your entry is true, accurate and complete in every respect. INFPL reserves the right to verify any information contained in your entry and / or your eligibility to enter the Contest.
- 2) The Contest is open to individuals who are resident of India and the persons who are resident outside of India shall not participate. No person may enter the Contest if the Contest breaches any law or rule or regulation of India.
- 3) Participants may be required to provide proof of identity, which should be able to demonstrate to INFPL's satisfaction.
- 4) INFPL reserves the right in its absolute discretion to disqualify any participant if it has reasonable grounds to believe that a participant has breached any of the Rules, any applicable law (including copyright law) or has otherwise infringed the intellectual property of any other person. Each participant acknowledges and hereby agrees that any failure to comply with the Rules could lead to INFPL disqualifying that person, without INFPL giving any reasons for such disqualification or granting any opportunity for challenge.
- 5) Any person that is – [a] an employee of any company involved in the Contest (as an associate, agent, organizer or otherwise) including INFPL; or [b] a family member of such employee, is not eligible to enter the Contest. INFPL reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for the Contest as a result of this Rule.
- 6) In the event that a Prize-winner is disqualified from the Contest, INFPL will, unless otherwise stated in the Contest Terms, select an alternative Prize-winner and such selection shall be subject to the Rules.

III. Contest Participation

- 1) Participation must be made during the Contest opening and closing period and in the manner set out in Contest Terms. Failure to do so will result in disqualification.
- 2) Only one entry per person per day is permitted. In the event INFPL discovers or has reasonable grounds to believe that same person has made multiple entries, such person and any entries made by them shall be disqualified and, if such participant already been selected as a Prize-winner, an alternative Prize-winner shall be selected in accordance with the Rules.

IV. Prize-winners

- 1) Prize-winners will be selected and notified in the manner set out in the Contest Terms. No prize will be awarded where the participant has committed any form of misconduct as determined by INFPL in its sole discretion.

- 2) Prizes are non-transferable and there is no cash alternative. In the event of prize being unavailable for any reason INFPL reserves the right to substitute prizes of equal or greater value at any time.
- 3) Prizes must be accepted in the manner set out in Prize Notification. In the event that any Prize Notification is returned as undeliverable or any Prize-winner fails to validly reply to a Prize Notification within a period of 15 (fifteen) days, INFPL reserves the right to disqualify the Prize-winner and select an alternative Prize-winner in accordance with the Rules.

V. Liability

- 1) INFPL accepts no responsibility for any damage, loss, injury or disappointment of any kind suffered by any participant and or Prize-winner including as a result of any entrant/participant winning or not winning any Prize.
- 2) INFPL accepts no responsibility for entries-sent is lost, damaged, delayed or otherwise due to computer error. Entries made using methods generated by programmed scripts, macro or by the use of automated devices will be void.

VI. Intellectual Property Rights and Data Protection:

- 1) You agree that INFPL and any third party authorized by INFPL may use your entry (whether or not it wins the Contest) for any promotional purpose (for instance – placing it on INFPL website, INFPL facebook pages, poster, leaflet or any other advertising media by whatever name called). You confirm that your entry is original. You do hereby give INFPL and any third party authorized by INFPL your irrevocable permission to use, reproduce, publish, display, transmit, copy, amend, store, sell and sub-license your entry worldwide for promotional purpose of INFPL and / or INFPL's holding and /or associate companies and for the purposes of the Contest.
- 2) INFPL will use any personal information that you provide with your entry for the purposes of the Contest; for marketing purposes including the distribution of regular email updates or news-feeds, newsletters, offers or otherwise. Any personal information relating to participants will be used solely by INFPL in accordance with Data Protection Policy of INFPL and applicable data protection legislation in India as amended and for the time being in force.
- 3) All Prize-winners unconditionally do hereby agrees as a condition of accepting Prize to – [a] the use of their name, one or more photographs of them and disclosure of their residential address; and [b] co-operate with or participation in any other reasonable Post-Contest publicity.

VII. Governing Law and Jurisdiction

- 1) The Rules and any dispute or claim arising out of or in connection with them or their subject matter (including the Contest), existence, negotiation, validity, termination or

enforceability (including non-contractual dispute or claims) shall be governed by and construed in accordance with applicable law of India.

- 2) The Courts of Bangalore shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with the Rules or their subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims).

VIII. Contest Terms

- 1) **Opening and closing date & time:** the contest begins on 01/08/2016 at 6:00AM and ends on 31/08/2016 at 12:00 AM (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest Period using the specified Contest Method.
- 2) **Specified Contest Method:** participation in the Contest is purely voluntary.
- 3) **Prize-winner decision:** representatives of INFPL will judge and select the winners name on the basis of draw of lots.
- 4) **Contacting with the Prize-winner:** INFPL will contact the winner via phone and / or email. The Prize-winner will be contacted at the contact information provided by the participant email id/ phone number. Maximum of 3 (three) attempts will be made to contact the Prize-winner and in the event the Prize-winner not responding within a period of 15 (fifteen) days from the Prize Notification, INFPL reserves the right to withdraw the Prize or pass on to the next Prize-winner as INFPL may deem fit from time to time. Decision of INFPL shall be final and binding in this regard.
- 5) **No multiple entries:** per day multiple entries are not allowed for the Contest. One participant per day one entry only.
- 6) **Dispatch of Prize:** the Prize shall be sent only to the disclosed address in India. Incomplete and / or incorrect entries shall be disqualified. INFPL shall not be responsible if the Prize- winner is not available at the disclosed address or if the Prize do not reach to the participant due to non-availability of the Prize-winner or incorrect address. INFPL shall also be not liable for incorrect address delivery or non-delivery or for disruption, delay or non-receipt of the prize due to postal delays or for any other reason where INFPL is not liable after dispatch of the Prize to the Prize winner.
- 7) **Contest is subject to availability of the Prize:** you as a participant understand and agree that the Contest is subject to availability of the Prizes.
- 8) The Contest is non-transferable, non-negotiable and subject to availability and Prizes cannot be exchanged for cash.
- 9) **No liability:** INFPL shall not be liable for any loss, expense or damage which may be incurred/suffered in connection with the Contest or while accepting or using the Prize given under the Contest.
- 10) **Right to disqualify:** INFPL reserves the right to disqualify any participant from the Contest at any time if the participant does not fulfill eligibility criteria stated in the Rules.

- 11) **Right to extend / cancel, etc.:** INFPL reserves the right to extend, cancel, discontinue, withdraw, change, alter or modify the Contest or any of the terms of participation or terms of the Contest or the Prizes with or without notification and without assigning any reason.
- 12) **Force majeure:** INFPL shall not be liable for any loss or damage due to act of God, Governmental actions or other force majeure circumstances which is / will be beyond the control of INFL and shall not be liable to pay any amount as compensation or otherwise for any such loss.
- 13) **Once you participate in the Contest it is deemed that you have read the Rules and your participation is subject to reading and acceptance of the Rules.**

IX. Prizes:

Sl. No.	Prize	Prize Description	Available Prize
01.	iPhone 5s 16 GB	Refer Para XI	31 numbers

X. Copies of these Rules

A copy of these Rules may be obtained by sending a stamped self-addressed envelope to: “ **Office of Company Secretary - “The Phonetastic Offer”**, INDO NISSIN FOODS PRIVATE LIMITED, 3rd Floor, Centenary Building, 28, M. G. Road, Bangalore -560 001, Karnataka, India. or email – ccc@indonissin.com with subject line “**Rules - “The Phonetastic Offer Contest” Office of Company Secretary**”.

XI .Product Description

NETWORK	<u>Technology</u>	<u>GSM / CDMA / HSPA / EVDO / LTE</u>
LAUNCH	<u>Announced</u>	2013, September
	<u>Status</u>	Available. Released 2013, September
BODY	<u>Dimensions</u>	123.8 x 58.6 x 7.6 mm (4.87 x 2.31 x 0.30 in)
	<u>Weight</u>	112 g (3.95 oz)
	<u>SIM</u>	Nano-SIM

DISPLAY	<u>Type</u>	LED-backlit IPS LCD, capacitive touchscreen, 16M colors
	<u>Size</u>	4.0 inches (~60.8% screen-to-body ratio)
	<u>Resolution</u>	640 x 1136 pixels (~326 ppi pixel density)
	<u>Multitouch</u>	Yes
	<u>Protection</u>	Corning Gorilla Glass, oleophobic coating
PLATFORM	<u>OS</u>	iOS 7, upgradable to iOS 9.3.3, planned upgrade to iOS 10
	<u>Chipset</u>	Apple A7
	<u>CPU</u>	Dual-core 1.3 GHz Cyclone (ARM v8-based)
	<u>GPU</u>	PowerVR G6430 (quad-core graphics)
MEMORY	<u>Card slot</u>	No
	<u>Internal</u>	16 GB, 1 GB RAM DDR3
CAMERA	<u>Primary</u>	8 MP, f/2.2, 29mm, autofocus, dual-LED (dual tone) flash, check quality
	<u>Features</u>	1/3" sensor size, 1.5 µm pixel size, touch focus, geo-tagging, face/smile detection, HDR (photo/panorama)
	<u>Video</u>	1080p@30fps, 720p@120fps, check quality
	<u>Secondary</u>	1.2 MP, f/2.4, 31mm, 720p@30fps, face detection, HDR, FaceTime over Wi-Fi or Cellular
SOUND	<u>Alert types</u>	Vibration, proprietary ringtones
	<u>Loudspeaker</u>	Yes
	<u>3.5mm jack</u>	Yes
		- 16-bit/44.1kHz audio - Active noise cancellation with dedicated mic
COMMS	<u>WLAN</u>	Wi-Fi 802.11 a/b/g/n, dual-band, hotspot
	<u>Bluetooth</u>	v4.0, A2DP
	<u>GPS</u>	Yes, with A-GPS, GLONASS
	<u>Radio</u>	No

	<u>USB</u>	v2.0, reversible connector
FEATURES	<u>Sensors</u>	Fingerprint, accelerometer, gyro, proximity, compass
	<u>Messaging</u>	iMessage, SMS (threaded view), MMS, Email, Push Email
	<u>Browser</u>	HTML5 (Safari)
	<u>Java</u>	No
		<ul style="list-style-type: none"> - Siri natural language commands and dictation - iCloud cloud service - MP3/WAV/AAX+/AIFF/Apple Lossless player - MP4/H.264 player - Audio/video/photo editor - Document editor
BATTERY		Non-removable Li-Po 1560 mAh battery (5.92 Wh)
	<u>Stand-by</u>	Up to 250 h (2G) / Up to 250 h (3G)
	<u>Talk time</u>	Up to 10 h (2G) / Up to 10 h (3G)
	<u>Music play</u>	Up to 40 h
MISC	<u>Colors</u>	Space Gray, White/Silver, Gold
	<u>SAR US</u>	1.12 W/kg (head) 1.18 W/kg (body)
	<u>SAR EU</u>	1.00 W/kg (head) 0.80 W/kg (body)
	<u>Price group</u>	7/10
TESTS	<u>Performance</u>	<u>Basemark OS II: 1077 / Basemark X: 14341</u>
	<u>Display</u>	<u>Contrast ratio: 1219:1 (nominal) / 3.565:1 (sunlight)</u>
	<u>Camera</u>	<u>Photo / Video</u>
	<u>Loudspeaker</u>	<u>Voice 68dB / Noise 66dB / Ring 69dB</u>
	<u>Audio quality</u>	<u>Noise -93.6dB / Crosstalk -90.3dB</u>
	<u>Battery life</u>	Endurance rating 54h

