

## **TERMS AND CONDITIONS GOVERNING OFFERS AVAILABLE IN VODAFONE RED POSTPAID PLANS**

### **A. INTRODUCTION**

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE OFFERS ARE CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE IDEA LIMITED WHO HAVE SUBSCRIBED FOR VODAFONE RED POSTPAID PLANS.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA LIMITED POSTPAID SUBSCRIBERS AVAILING THE VARIOUS OFFERS AVAILABLE WITH VARIOUS VODAFONE RED PLANS ("OFFERS") DURING THE RESPECTIVE OFFER PERIODS AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE OFFERS AVAILABLE WITH VARIOUS VODAFONE RED PLANS. BY AVAILING ONE OR MORE OF THE OFFERS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT AVAIL THE OFFERS.

For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who being an Eligible Subscriber has participated in the Offers.

### **B. DEFINITIONS**

- a. **"Subscriber"** shall mean the rightful user of the Vodafone Idea Limited mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea Limited. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein.
- b. **"Active Subscriber"** shall mean a Subscriber who uses the Subscriber Identity Module ("SIM") of Vodafone Idea Limited on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone Idea Limited.
- c. **"Eligible Subscriber"** shall mean an Active Subscriber of Vodafone Idea Limited who has subscribed to Vodafone RED post-paid plans. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
  - i. Subscriber must be an Indian citizen belonging to any one of the cities / Circles of Vodafone Idea Limited as mentioned herein;
  - ii. Subscriber must not have been subject of any criminal proceeding;
  - iii. Subscriber must not - be of an unsound mind; and
  - iv. Subscriber must not be under any legal disability to enter into contracts e.g. minority, insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.

### **C. OFFER DETAILS – ACTIVATION, BENEFITS AND RESTRICTIONS**

- a. **OFFER NAME – "TALK NON-STOP WITH VODAFONE RED POSTPAID PLANS"**

- i. Customers who have subscribed to RED plans mentioned herein below shall be entitled to the benefits noted against each plans:

	RED Basic.	RED Entertainment	RED Entertainment+	RED International	RED International+	RED International L	RED Signature
<b>Free Benefits</b>							
Vodafone PLAY subscription	1 year	1 year	1 year	1 year	1 year	1 year	1 year
Amazon Prime subscription	-	1 year	1 year	1 year	1 year	1 year	1 year
Netflix_subscription	-	-		2 months	2 months	3 months	1 Year
RED Hot Deals		Free	Free	Free	Free	Free	Free
Mobile Shield-Device Protection	-	Free	Free	Free	Free	Free	Free
Bill Guarantee Service		Free	Free	Free	Free	Free	Free
<b>Local + STD Calls</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>National Roaming</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>International Calls</b>	-	-	-	50 Min Free	100 Min Free	200 Min Free	200 Min Free
<b>Data</b>	20 GB	40 GB	75GB	100 GB	125GB	200GB	300 GB
Roll-Over	upto 50GB	Upto 200 GB	Upto 200 GB	Upto 200 GB	Upto 200 GB	Upto500 GB	Upto 500 GB
<b>SMS</b>	100 (L+S)	100 (L+S+NR)	100 (L+S+NR)	100 (L+S+NR)	100 (L+S+NR)	100 (L+S)	100 (L+S)
<b>RED Together - Add members / devices</b>	Upto 20% OFF	Upto 20% OFF	Upto 20% OFF	Upto 20% OFF	Upto 20% OFF	Upto 20% OFF	Upto 20% OFF
<b>Monthly Rental</b>	Rs299	Rs399	Rs499	Rs999	Rs1299	Rs1999	Rs2999

\* Please Note: Post free allowance the usage charges applicable are Rs20/GB for data; Local and National SMS at 25p/SMS; ISD Calls/SMS, National Roaming Calls/SMS and International Roaming Calls/SMS/Data rates as per standard rates, unless specified otherwise in the plan; Unlimited Local and/or STD calls, wherever mentioned, are applicable only to calls made from the home network; Incoming and outgoing roaming benefits, wherever mentioned, apply only while roaming on Vodafone network. All billing pulse at per minute, data pulse at 10KB. 4G users refers to customers with 4G SIM & 4G Handset

- If a customer changes the plan or moves to pre-paid, accumulated data will not be roll-over and will lapse and other associated benefits / bundled services like Mobile Shield, RED Hot Deals, Amazon Prime subscription and/or Netflix subscription will also be deactivated.
- Amazon Prime subscription worth Rs999 for 1 year comes with RED Entertainment(399) and above plans at No extra cost
- Mobile Shield – Complimentary Mobile Insurance is free with RED Entertainment+ (499) and above plans as long as customer is on the eligible RED plan
- Gift of Netflix worth Rs500 comes with RED International R (1299) for 2 months, RED International L (1999) for 3 months and RED Signature (2999) for 1 Year
- RED Hot Deals provide e-vouchers worth plan rental every month for RED Entertainment (399) and above plans as long as customer is on eligible plan
- ISD and National Roaming Services shall be activated by default on your number. To deactivate, please contact Vodafone Customer Care
- Bill Guarantee is a special service available for free for RED Entertainment (399) and above rental plans. It is an additional benefit pack ("Bill Guarantee Pack ") which is provided free of cost to Eligible

Subscribers. Bill Guarantee Pack analyses a Subscriber's monthly usage after bill generation and optimizes the excess billing (if any) on account of Voice/Data/SMS charges

- RED 999 and above customers are eligible for Priority service at all Vodafone Call Centres and Stores
- Enrolment into e-Bill is mandatory for above mentioned plans; subscribers must provide a Valid email ID to receive bill by email. No physical hard copy of the bill will be provided for these plans; any request for physical hard copy bill will be subject to standard charges for Itemized Bills.
- A one-time Membership Fee of Rs99 & refundable Security Deposit of Rs199 will be applicable on all RED plans. The Security Deposit will be refunded to the subscriber post disconnection, after adjusting all dues.
- "Roll-over" data mentioned in "Roll-over" refers to carry forward of any unused data from your current bill cycle to your next bill cycle. You can accumulate data up to defined limit as per each plan.
- The free period or the "Extra Benefit" mentioned for Mobile Shield, Amazon Prime, Netflix, and Bill Guarantee will be as per the date of activation of the service. You need to activate these services, through the My Vodafone App, once you have enrolled into the plan. After the benefit period, you can either opt-out of the service or you will be charged subscription charges for whichever service you choose to continue.
- New RED plans come with a zero rental inbuilt Worry Free data pack. Post consumption of free data quota provided in the availed Red plan, the Eligible Subscriber shall be charged Rs.20/GB if the Worry Free pack is active. Bill cap facility shall not be available/applicable in case the Worry Free pack is active.

iii) Unreasonable use of unlimited calling benefits

1. It is unreasonable use of the Service/Promotion where Your use of the Service/Promotion is reasonably considered by Vodafone Idea Limited to be fraudulent use, to be contrary to the way the Service/Promotion is intended to be used, or to adversely affect the Vodafone Idea Limited's Network or other Vodafone customers' use of or access to the Service/Promotion or the Vodafone Network.
2. All consumer plans are meant only for the use of retail customers and are not meant for commercial/ non-retail use. Commercial/ non-retail usage is defined as (a) Calls to more than 300 unique numbers (mobile and/or landline and STD and/or ISD calls) in a week; AND (b) cumulative duration of Incoming calls < 15 minutes during any period of seven (7) consecutive days and (c) cumulative duration of Outgoing calls > 300 minutes per day, which is far in excess of the average daily talk time used by individual subscribers across telecom circles in India, being almost 60 times higher than national average daily talk time consumed by subscribers.

Offer Period

3. This is a limited period offer by Vodafone Idea Limited, available from 22<sup>nd</sup> June 2018, 00:00:01 hrs. till further notice to be announced by Vodafone.
4. RED TOGETHER will be available to Vodafone RED subscribers from such date as will be announced on [www.vodafone.in](http://www.vodafone.in)
5. Vodafone Idea Limited reserves the right to extend or shorten the Offer Period, as it deems fit.

Offer Area

6. The Offer is valid across Vodafone circles as mentioned below –

Assam	Rajasthan
Chennai	Rest of Bengal
Delhi	Rest of Tamil Nadu
Gujarat	UP (East)
Haryana	UP (West)
Karnataka	Orissa

Kerala	Punjab
Kolkata	Mumbai
Maharashtra & Goa	North East
Andhra Pradesh	Bihar
Madhya Pradesh	Jammu & Kashmir
Himachal Pradesh	

7. RED TOGETHER will be available in the following circles of Vodafone Idea Limited –

Assam	Rajasthan
Chennai	Rest of Bengal
Delhi	Rest of Tamil Nadu
Gujarat	UP (East)
Haryana	UP (West)
Karnataka	North East
Kolkata	Punjab
Maharashtra & Goa	Mumbai

8. Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by Vodafone Idea Limited in this regard.

9.

b. **OFFER NAME – NATIONAL ROAMING**

i. Customers subscribing to following plans are eligible for Free Incoming & Outgoing calls on National Roaming

Plan Name	Monthly Rental
RED Basic.	299
RED Entertainment	399
RED Entertainment+	499
RED International	999
RED International+	1299
RED International L	1999
RED Signature	2999

ii. 'Incoming Calls Free' on National Roaming or 'Unlimited Incoming Roaming', wherever mentioned, apply on any network within India and 'Outgoing Calls Free' on National Roaming or 'Unlimited Outgoing Roaming', wherever mentioned, apply only while roaming on Vodafone network

c. **OFFER NAME – FREE ISD MINUTES**

i. Free ISD minutes included in RED plans with rental Rs.999/- per month or above are applicable only on calling to specific ISD codes within defined countries. Details of these ISD codes are given as Annexure A. Any calls to these ISD codes after free

minutes will be charged at Rs.3/min when in home network; any calls made to these ISD codes when on national roaming will be charged as per standard ISD rates. Standard ISD rates will apply to all other destinations and ISD codes. For details of ISD rates when in home network or on national roaming, visit <https://shop.vodafone.in>.

#### **D. MODIFICATION OF OFFERS**

- a. Vodafone Idea Limited reserve the right, at their sole discretion, to modify these Terms & Conditions related to one or more of the Offers or any part thereof at any time during the relevant Offer Periods and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the said modifications shall be binding on the participating Subscribers availing the Offer/s.
- b. If Vodafone Idea Limited modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this 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 Offer/s. Your continued participation in the Offer/s will constitute Your acceptance of the latest revised Terms and Conditions related to such Offer/s.

#### **E. WITHDRAWAL OF OFFERS**

- a. Vodafone Idea Limited Limited reserves the right to cancel, discontinue, suspend or prematurely withdraw one or more of the Offers at any time during its validity period as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the participating Subscribers availing such Offer/s.

#### **F. DISCLAIMERS**

- a. You agree that the Offers are being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer/s is voluntary and you expressly agree to avail the Offer/s at your sole risk. Vodafone Idea Limited shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer/s.
- b. Vodafone Idea Limited makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer/s and/or any delay or failure to avail the Offer/s including due to technical or network problems. To the extent you choose to avail the Offer/s, you do so at your own initiative and you shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone Idea Limited, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by You or any third party, in connection with the Offer/s.
- c. Vodafone Idea Limited reserves the right to change, suspend, remove, or disable access to the Offer/s at any time without notice. In no event will Vodafone Idea Limited be liable for the removal of or disabling of access to the Offer/s. Vodafone Idea Limited may also impose limits

on the use of or access to the Offer/s, in any case and without notice or liability. Under the Offer/s, Vodafone Idea Limited's responsibility shall only be limited in providing Telecom Service on Vodafone Idea Limited network for Eligible Subscribers availing such Offer/s.

- d. Any claims, issues, damages or losses with regards to the quality or functionality of the contents / prizes (if any) awarded under these Offer/s will be the sole liability of the manufacturers. Vodafone Idea Limited will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- e. You shall indemnify and keep indemnified Vodafone Idea Limited, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone Idea Limited may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Idea Limited shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

#### **G. GENERAL**

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. There is no entry fee or cost attached for participating in the Offer/s.
- c. By availing the Offer/s, 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 under the current Offer and upcoming offers from Vodafone Idea Limited, as it may in its sole and absolute discretion decide.
- d. The Offers are subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea Limited
- e. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- f. The Subscriber shall also be bound by the terms and conditions of the third party content providers while availing such third party contents as may be offered under any particular Red plan. Vodafone shall not be responsible for any third party content offered with these RED plans.
- g. The Offers are subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- h. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- i. Failure by Vodafone Idea Limited to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.
- j. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer/s.
- k. You hereby authorize Vodafone Idea Limited to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail the Offer or the benefits as the case may be. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- l. You agree that Vodafone Idea Limited has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.

- m. By participating in the Offer/s, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea Limited and to any third party content licensor to Vodafone Idea Limited that is made available through the Offers.
- n. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone Idea Limited whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

Annexure A – List of Eligible ISD Codes for Offer D ('Free ISD Minutes') in Section C

<b>ELIGIBLE ISD CODES</b>					
1	1730	658367	6681548	6690675	6694701
10	1731	658369	6681549	6690676	6694702
15	1732	658370	6681550	6690677	6694703
60	1733	658373	6681551	6690678	6694704
65	1734	658377	6681552	6690679	6694705
66	1735	658378	6681553	6690680	6694706
86	1736	658380	6681554	6690681	6694707
116	1737	658384	6681555	6690682	6694708
117	1738	658389	6681556	6690683	6694709
126	1739	658390	6681557	6690684	6694710
127	1740	658391	6681558	6690685	6694712
137	1741	658392	6681559	6690686	6694713
147	1742	658394	6681560	6690687	6694714
167	1743	658395	6681561	6690688	6694715
601	1744	658396	6681562	6690689	6694716
852	1745	658397	6681563	6690690	6694717
1201	1746	658400	6681564	6690691	6694718
1202	1747	658468	6681565	6690692	6694719
1203	1748	658470	6681566	6690693	6694720
1204	1749	658471	6681567	6690694	6694721
1205	1750	658472	6681568	6690695	6694723
1206	1751	658473	6681569	6690696	6694724
1207	1752	658474	6681570	6690697	6694725
1208	1753	658475	6681571	6690698	6694726
1209	1754	658476	6681572	6690701	6694727
1210	1755	658477	6681573	6690702	6694728
1211	1756	658478	6681574	6690703	6694729
1212	1759	658479	6681575	6690704	6694730
1213	1760	658490	6681576	6690705	6694731
1214	1761	658491	6681577	6690706	6694732
1215	1762	658492	6681578	6690707	6694734
1216	1763	658493	6681579	6690708	6694735
1217	1764	658494	6681580	6690709	6694736
1218	1765	658495	6681581	6690710	6694737
1219	1766	658498	6681582	6690711	6694738
1220	1768	658501	6681583	6690712	6694739
1221	1769	658503	6681584	6690713	6694740
1222	1770	658505	6681585	6690714	6694741



1223	1771	658508	6681586	6690715	6694742
1224	1772	658509	6681587	6690716	6694743
1225	1773	658512	6681588	6690717	6694745
1226	1774	658513	6681589	6690718	6694746
1227	1775	658514	6681590	6690719	6694747
1228	1776	658516	6681591	6690720	6694748
1229	1777	658517	6681592	6690721	6694749
1230	1778	658519	6681593	6690722	6694750
1231	1779	658520	6681594	6690723	6694751
1232	1780	658521	6681595	6690724	6694752
1233	1781	658526	6681596	6690725	6694753
1234	1782	658527	6681597	6690726	6694754
1235	1783	658528	6681598	6690727	6694756
1236	1785	658529	6681599	6690728	6694757
1237	1786	658530	6681600	6690729	6694758
1238	1788	658531	6681601	6690730	6694759
1239	1789	658538	6681602	6690731	6694760
1240	1801	658557	6681603	6690732	6694761
1241	1802	658559	6681604	6690733	6694762
1243	1803	658560	6681605	6690734	6694763
1244	1804	658561	6681606	6690735	6694764
1245	1805	658562	6681607	6690736	6694765
1247	1806	658563	6681608	6690737	6694767
1248	1807	658564	6681609	6690738	6694768
1249	1810	658565	6681611	6690739	6694769
1250	1811	658566	6681612	6690740	6694770
1251	1812	658567	6681613	6694241	6694771
1252	1813	658568	6681614	6694242	6694772
1253	1814	658569	6681615	6694243	6694773
1254	1815	658570	6681616	6694245	6694774
1255	1816	658571	6681617	6694246	6694775
1256	1817	658572	6681618	6694247	6694776
1257	1818	658592	6681619	6694248	6694778
1258	1819	658593	6681620	6694249	6694779
1259	1820	658594	6681621	6694250	6694780
1260	1821	658596	6681622	6694251	6694781
1261	1822	658597	6681623	6694252	6694782
1262	1823	658598	6681626	6694253	6694783
1263	1824	658599	6681627	6694254	6694784
1265	1825	658601	6681628	6694256	6694785
1266	1826	658602	6681629	6694257	6694786

1267	1827	658603	6681631	6694258	6694787
1269	1828	658604	6681632	6694259	6694789
1270	1830	658605	6681633	6694260	6694790
1271	1831	658606	6681634	6694261	6694791
1272	1832	658607	6681636	6694262	6694792
1273	1833	658608	6681637	6694263	6694793
1274	1834	658609	6681638	6694264	6694794
1275	1835	658658	6681639	6694265	6694795
1276	1836	658659	6681640	6694267	6694796
1277	1837	658660	6681641	6694268	6694797
1278	1838	658661	6681642	6694269	6694798
1279	1839	658680	6681643	6694270	6694801
1280	1840	658689	6681644	6694271	6694802
1281	1841	658690	6681645	6694272	6694803
1282	1842	658700	6681646	6694273	6694804
1283	1843	658722	6681647	6694274	6694805
1285	1844	658728	6681648	6694275	6694806
1286	1845	658765	6681649	6694276	6694807
1287	1846	659001	6681650	6694278	6694808
1288	1847	659002	6681651	6694279	6694809
1289	1848	659003	6681652	6694280	6694810
1301	1850	659004	6681653	6694281	6694812
1302	1851	659005	6681654	6694282	6694813
1303	1852	659006	6681655	6694283	6694814
1304	1853	659007	6681657	6694284	6694815
1305	1854	659008	6681658	6694285	6694816
1306	1855	659009	6681659	6694286	6694817
1307	1856	659020	6681660	6694287	6694818
1308	1857	659021	6681661	6694289	6694819
1309	1858	659022	6681662	6694290	6694820
1310	1859	659023	6681663	6694291	6694821
1311	1860	659024	6681664	6694292	6694823
1312	1861	659025	6681665	6694293	6694824
1313	1862	659026	6681666	6694294	6694825
1314	1863	659027	6681667	6694295	6694826
1315	1864	659028	6681668	6694296	6694827
1316	1865	659029	6681669	6694297	6694828
1317	1866	659060	6681670	6694298	6694829
1318	1870	659061	6681671	6694301	6694830
1319	1871	659062	6681672	6694302	6694831
1320	1872	659063	6681673	6694303	6694832

1321	1873	659064	6681674	6694304	6694834
1322	1874	659065	6681675	6694305	6694835
1323	1875	659066	6681676	6694306	6694836
1324	1877	659067	6681677	6694307	6694837
1325	1878	659068	6681678	6694308	6694838
1326	1879	659069	6681679	6694309	6694839
1327	1880	659100	6681680	6694310	6694840
1328	1881	659101	6681681	6694312	6694841
1329	1882	659102	6681682	6694313	6694842
1330	1883	659103	6681683	6694314	6694843
1331	1884	659104	6681684	6694315	6694845
1332	1885	659105	6681685	6694316	6694846
1333	1886	659106	6681686	6694317	6694847
1334	1887	659107	6681687	6694318	6694848
1335	1888	659108	6681688	6694319	6694849
1336	1889	659109	6681689	6694320	6694850
1337	1901	659140	6681690	6694321	6694851
1338	1902	659141	6681691	6694323	6694852
1339	1903	659142	6681692	6694324	6694853
1341	1904	659143	6681693	6694325	6694854
1342	1905	659144	6681694	6694326	6694856
1343	1906	659145	6681695	6694327	6694857
1344	1908	659146	6681696	6694328	6694858
1346	1909	659147	6681697	6694329	6694859
1347	1910	659148	6681698	6694330	6694860
1348	1911	659149	6681699	6694331	6694861
1349	1912	659160	6681710	6694332	6694862
1350	1913	659161	6681711	6694334	6694863
1351	1914	659162	6681712	6694335	6694864
1352	1915	659163	6681713	6694336	6694865
1353	1916	659164	6681714	6694337	6694867
1354	1917	659165	6681715	6694338	6694868
1355	1918	659166	6681716	6694339	6694869
1356	1919	659167	6681717	6694340	6694870
1357	1920	659168	6681718	6694341	6694871
1358	1921	659169	6681719	6694342	6694872
1359	1922	659180	6683280	6694343	6694873
1360	1923	659181	6683281	6694345	6694874
1361	1924	659182	6683282	6694346	6694875
1362	1925	659183	6683283	6694347	6694876
1363	1926	659184	6683284	6694348	6694878

1364	1927	659185	6683285	6694349	6694879
1365	1928	659186	6683286	6694350	6694880
1366	1929	659187	6683287	6694351	6694881
1367	1930	659188	6683288	6694352	6694882
1368	1931	659189	6683289	6694353	6694883
1369	1932	659199	6683290	6694354	6694884
1370	1933	659237	6683291	6694356	6694885
1371	1934	659238	6683292	6694357	6694886
1372	1935	659239	6683293	6694358	6694887
1373	1936	659240	6683294	6694359	6694889
1374	1937	659241	6683295	6694360	6694890
1375	1938	659242	6683296	6694361	6694891
1376	1940	659243	6683297	6694362	6694892
1377	1941	659244	6683298	6694363	6694893
1378	1942	659245	6683299	6694364	6694894
1379	1943	659246	6683410	6694365	6694895
1380	1944	659247	6683411	6694367	6694896
1381	1945	659248	6683412	6694368	6694897
1382	1946	659249	6683413	6694369	6694898
1383	1947	659270	6683414	6694370	6694901
1384	1948	659271	6683415	6694371	6694902
1385	1949	659272	6683416	6694372	6694903
1386	1950	659335	6683417	6694373	6694904
1387	1951	659336	6683418	6694374	6694905
1388	1952	659337	6683419	6694375	6694906
1389	1953	659338	6683540	6694376	6694907
1401	1954	659339	6683541	6694378	6694908
1402	1955	659380	6683542	6694379	6694909
1403	1956	659381	6683543	6694380	6694910
1404	1957	659382	6683544	6694381	6694912
1405	1958	659383	6683545	6694382	6694913
1406	1959	659384	6683546	6694383	6694914
1407	1960	659385	6683547	6694384	6694915
1408	1961	659386	6683548	6694385	6694916
1409	1962	659387	6683549	6694386	6694917
1410	1963	659388	6683550	6694387	6694918
1411	1964	659389	6683551	6694389	6694919
1412	1965	659420	6683552	6694390	6694920
1413	1966	659421	6683553	6694391	6694921
1414	1967	659422	6683554	6694392	6694923
1415	1968	659423	6683555	6694393	6694924

1416	1969	659424	6683556	6694394	6694925
1417	1970	659425	6683557	6694395	6694926
1418	1971	659426	6683558	6694396	6694927
1419	1972	659427	6683559	6694397	6694928
1420	1973	659428	6683560	6694398	6694929
1421	1974	659429	6683561	6694401	6694930
1422	1975	659450	6683562	6694402	6694931
1423	1976	659451	6683563	6694403	6694932
1424	1977	659452	6683564	6694404	6694934
1425	1978	659453	6683565	6694405	6694935
1426	1979	659454	6683566	6694406	6694936
1427	1980	659455	6683567	6694407	6694937
1428	1981	659456	6683568	6694408	6694938
1429	1982	659457	6683569	6694409	6694939
1430	1983	659458	6683570	6694410	6694940
1431	1984	659459	6683571	6694412	6694941
1432	1985	659480	6683572	6694413	6694942
1433	1986	659481	6683573	6694414	6694943
1434	1987	659482	6683574	6694415	6694945
1435	1988	659483	6683575	6694416	6694946
1436	1989	659484	6683576	6694417	6694947
1437	6012	659485	6683577	6694418	6694948
1438	6013	659486	6683578	6694419	6694949
1439	6014	659487	6683579	6694420	6694950
1440	6016	659488	6683580	6694421	6694951
1442	6019	659489	6683581	6694423	6694952
1443	6618	659499	6683582	6694424	6694953
1444	6619	659800	6683583	6694425	6694954
1445	8526	659813	6683584	6694426	6694956
1446	8529	659814	6683585	6694427	6694957
1447	12002	659850	6683586	6694428	6694958
1448	12003	659851	6683587	6694429	6694959
1449	12004	659852	6683588	6694430	6694960
1450	12005	659853	6683589	6694431	6694961
1451	12006	659854	6685400	6694432	6694962
1452	12007	659855	6685401	6694434	6694963
1453	12008	659856	6685402	6694435	6694964
1454	12009	659857	6685403	6694436	6694965
1455	13002	659858	6685404	6694437	6694967
1456	13003	659859	6685405	6694438	6694968
1457	13004	659880	6685406	6694439	6694969

1458	13005	659881	6685407	6694440	6694970
1459	13006	659882	6685408	6694441	6694971
1460	13007	659883	6685409	6694442	6694972
1461	13008	659884	6685410	6694443	6694973
1462	13009	659885	6685411	6694445	6694974
1463	14002	659886	6685412	6694446	6694975
1464	14003	659887	6685413	6694447	6694976
1465	14004	668359	6685414	6694448	6694978
1466	14005	668362	6685415	6694449	6694979
1467	14006	668363	6685416	6694450	6694980
1468	14007	668364	6685417	6694451	6694981
1469	14008	668365	6685418	6694452	6694982
1470	14009	668366	6685419	6694453	6694983
1471	15002	668367	6685610	6694454	6694984
1472	15003	668369	6685611	6694456	6694985
1474	15004	668372	6685612	6694457	6694986
1475	15005	668373	6685613	6694458	6694987
1476	15006	668374	6685614	6694459	6694989
1477	15007	668376	6685615	6694460	6694990
1478	15008	668395	6685616	6694461	6694991
1479	15009	668396	6685617	6694462	6694992
1480	16002	668430	6685618	6694463	6694993
1481	16003	668440	6685619	6694464	6694994
1482	16004	668451	6685900	6694465	6694995
1483	16005	668459	6685901	6694467	6694996
1484	16006	668460	6685902	6694468	6694997
1485	16007	852519	6685903	6694469	6694998
1486	16008	852556	6685904	6694470	6695001
1487	16009	852607	6685905	6694471	6695002
1488	17002	852608	6685906	6694472	6695003
1489	17003	852610	6685907	6694473	6695004
1501	17004	852619	6685908	6694474	6695005
1502	17005	852620	6685909	6694475	6695006
1503	17006	852627	6685910	6694476	6695007
1504	17007	852633	6685911	6694478	6695008
1505	17008	852634	6685912	6694479	6695009
1506	17009	852640	6685913	6694480	6695010
1507	18002	852647	6685914	6694481	6695012
1508	18003	852650	6685915	6694482	6695013
1509	18004	852679	6685916	6694483	6695014
1510	18005	852690	6685917	6694484	6695015

1511	18006	852901	6685918	6694485	6695016
1512	18007	852902	6685919	6694486	6695017
1513	18008	852904	6685920	6694487	6695018
1514	18009	852912	6685921	6694489	6695019
1515	19002	852928	6685922	6694490	6695020
1516	19003	852932	6685923	6694491	6695021
1517	19004	852935	6685924	6694492	6695023
1518	19005	852936	6685925	6694493	6695024
1519	19006	852937	6685926	6694494	6695025
1520	19007	852942	6685927	6694495	6695026
1521	19008	852947	6685928	6694496	6695027
1522	19009	852948	6685929	6694497	6695028
1523	60142	852949	6686750	6694498	6695029
1524	60143	852950	6686751	6694501	6695030
1525	60145	852957	6686752	6694502	6695031
1526	60146	852967	6686753	6694503	6695032
1527	60148	852974	6686754	6694504	6695034
1528	60149	852975	6686755	6694505	6695035
1529	60160	852981	6686756	6694506	6695036
1530	66804	852983	6686757	6694507	6695037
1531	66805	861340	6686758	6694508	6695038
1532	66823	861341	6686759	6694509	6695039
1533	66824	861342	6686760	6694510	6695040
1534	66827	861343	6686761	6694512	6695041
1535	66831	861344	6686762	6694513	6695042
1536	66850	861345	6686763	6694514	6695043
1537	66851	861346	6686764	6694515	6695045
1538	66853	861347	6686765	6694516	6695046
1539	66868	861348	6686766	6694517	6695047

## TERMS AND CONDITIONS GOVERNING THE OFFER "BILL GUARANTEE"

### H. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED, FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE IDEA LIMITED.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA LIMITED POST PAID SUBSCRIBERS AVAILING VARIOUS VODAFONE RED PLANS AND AVAILING THE (SUBJECT TO ELIGIBILITY) THE OFFER KNOWN AS "**BILL GUARANTEE**" ("Offer") DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER. BY PARTICIPATING IN THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE OFFER.

For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who being an Eligible Subscriber has participated in the Offer.

### I. DEFINITIONS

1. "**Subscriber**" shall mean the rightful user of the Vodafone Idea Limited mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea Limited 2. "**Active Subscriber**" shall mean a Subscriber who uses the Subscriber Identity Module ("SIM") of Vodafone Idea Limited on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone Idea limited
2. "**Eligible Subscriber**" shall mean an Active Subscriber (individual or IOIP) of Vodafone Idea Limited who has subscribed to Vodafone RED post-paid plans. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
  - i. Subscriber must be an Indian citizen belonging to any one of the telecommunication service areas of Vodafone Idea Limited as mentioned herein; and
  - ii. Subscriber must not have been subject of any criminal proceeding; and
  - iii. Subscriber must not - be of an unsound mind; and
  - iv. Subscriber must not be under any legal disability e.g. minority, insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship; and
  - v. Subscribers who are active on new Red plans and/or on old Vodafone Red plans, as defined herein below under Offer Details;
3. **Offer Benefit:** "Bill Guarantee" is an additional benefit pack ("Bill Guarantee Pack ") which is provided free of cost to Eligible Subscribers. Bill Guarantee Pack analyses a Subscriber's monthly usage after bill generation and optimizes the excess billing (if any) on account of Voice/Data/SMS charges.



Vodafone Idea Limited reserves its rights to make alterations in the above list of eligible Red Plans from time to time.

**4. Restrictions:**

- i. COCP (Company owned company paid) shall not be eligible for availing this Bill Guarantee Pack;
- ii. Vodafone Red Plan subscribers having inactive or barred connections shall not be eligible for this Pack;
- iii. Vodafone prepaid Subscribers shall not be eligible to avail this Offer;
- iv. Any other charges including, but not limited to, valued added services and charges on account of international roaming usage shall not be considered for bill optimisation in this Bill Guarantee benefit.

**5. OFFER DETAILS – DESCRIPTION, ACTIVATION, DEACTIVATION, RESTRICTIONS PLANS AND BILLING**

**5.1. Description:** Eligible subscribers shall have to opt for this Bill Guarantee Pack & activate in the manner described herein below.

5.1.1 Bill Guarantee Pack is available for both existing as well as new Subscribers, subscribed to the eligible list of Red Plans available below :

RED Plan Type	Plan Name	RED Plan Type	RED Plan Type
Old RED Plans	RED Basic	Old RED Plans	RED-Traveler M
Old RED Plans	RED Traveler R	Old RED Plans	RED-Traveler L
Old RED Plans	RED Traveler M	Old RED Plans	RED-International R
Old RED Plans	RED Traveler L	Old RED Plans	RED-International M
Old RED Plans	RED International R	Old RED Plans	RED-International L
Old RED Plans	RED International M	Old RED Plans	RED-Signature
Old RED Plans	RED International L	New RED Plans	RED Basic.
Old RED Plans	RED Signature	New RED Plans	RED Entertainment
Old RED Plans	RED-Basic	New RED Plans	RED Entertainment+
Old RED Plans	RED Traveler-R		
Old RED Plans	RED Traveler-M		
Old RED Plans	RED Traveler-L		
Old RED Plans	RED-Traveler R		

5.2.1 Bill Guarantee Pack is beneficial in case a particular Eligible Subscriber’s bill amount is more than his / her monthly rental, due to excess usage of data / voice / SMS. In such a case, the benefits available under the existing plan subscribed by an Eligible Subscriber are compared to the inbuilt benefits/ quotas/ rates under defined set of Red Plans with higher rentals (“Comparative Plans”), and the highest differential benefits are credited to the subscriber. Such Plan which provides the highest differential benefits for the optimisation shall be referred to as “Optimised Plan”). Such difference amount shall be credited to Eligible Subscriber’s Vodafone account in the next bill cycle. This credit shall be reflected in the subsequent bill under “Bill Guarantee Savings”. Illustration: the Bill Guarantee savings credited in the month of May will reflect in June month’s bill.

5.3.1 Following usage legs shall be considered for optimization under Bill Guarantee Pack :

- Voice (Local, , STD, National Roaming, ISD)
- Data (Local, National Roaming)
- SMS (Local, STD, National Roaming, ISD)

5.4.1 Any benefit available to the Subscriber on account of the subscribed plan will be applicable as is, irrespective of availing the Bill Guarantee Pack.

5.5.1 New RED plans come with a zero rental inbuilt Worry Free data pack. Post consumption of free data quota provided in the availed Red plan, the Eligible Subscriber shall be charged Rs.20/GB if the Worry Free is active.

5.6.1 In case a Subscriber is on an older RED plan and activates Bill Guarantee Pack, Worry Free shall get activated automatically on the Subscriber's account.

5.7.1 Bill cap facility shall not be available/applicable in case the Worry Free and/or Bill Guarantee Pack is active.

5.8.1 The terms and conditions of Worry Free data pack, RED plans and Red Together plans available in Vodafone Idea Limited website shall be additionally applicable to this Offer.

## **5.2 Activation:**

5.2.1 This Offer can be availed by an Eligible Subscriber at the time of activation of new connection or through the Vodafone Customer Care or through My Vodafone App or Vodafone Website or Webchat or through any Vodafone retail store.

5.2.2 Activation of Bill Guarantee for RED Together Subscribers:

5.2.2.1 Both primary and secondary members can avail Bill Guarantee Pack individually.

5.2.2.2 Bill Guarantee benefits will be applied to each Vodafone account in RED Together plan separately i.e. if Primary member has activated Bill Guarantee Pack, the benefits of Bill Guarantee will be passed on to primary member's account only and other members shall not be eligible for Bill Guarantee Pack benefits. In the event secondary members/s activating Bill Guarantee Pack, the usage charges would be optimised for that secondary member/s availing the Bill Guarantee Pack and reflect in the consolidated bill of the Primary member.

5.2.2.3 Secondary members shall be entitled to place request for Bill Guarantee Pack activation/deactivation for self.

## **5.3 Deactivation:**

5.3.1 The Bill Guarantee Pack is a zero rental pack and is recurring till the time Eligible Subscriber requests for deactivation. Such deactivation requests can only be placed by calling the call centre or visiting Vodafone store. Deactivation request cannot be placed by an Eligible Subscriber through Vodafone website or My Vodafone App or any other self-help channels.

5.3.2 If the Subscriber changes his/her tariff plan to a non-eligible plan, , the Bill Guarantee Pack shall automatically get deactivated.

5.3.3 The Bill Guarantee savings shall not be credited in case the Vodafone number of the Eligible Subscriber gets deactivated or suspended at the time of credit adjustment post bill generation.

## **5.4 Plan:**

5.4.1 The current Red Plan subscribed by the Eligible Subscriber remains unchanged in spite of availing Bill Guarantee benefits under a higher rental plan.

5.4.2 Bill Guarantee Pack compares usage against only higher rental RED plans. If the usage of an Eligible Subscriber is within or below the existing plan benefits, this Offer shall not be applicable.

5.4.3 If a Subscriber wishes to change plan within eligible Red Plans with Bill Guarantee Pack, the Bill Guarantee Pack shall get carried forward until the Subscriber requests for deactivation.

**5.5 Billing:**

5.5.1 Bill Guarantee savings shall be credited to the Eligible Subscriber's Vodafone account as a credit, within 7 days of bill generation. Accordingly, the outstanding of that particular month will be reduced by the amount of Bill Guarantee savings credited.

5.5.2 If an Eligible Subscriber who has availed Bill Guarantee Pack, requests for change of existing bill cycle ("Bill Cycle 1") to a new bill cycle ("Bill Cycle 2"), where Bill Cycle 2 date is before credit of Bill Guarantee savings, then the Bill Guarantee savings of Bill Cycle 1 will be reflect in the bill generated as per Bill Cycle 2..

5.5.3 In case an Eligible Subscriber who has activated a new Vodafone connection (mid bill cycle) with Bill Guarantee Pack, then the optimization (if any) would be calculated on the pro-rata basis.

5.5.4 In order to avail the benefit of Bill Guarantee Pack in a particular bill cycle, the Subscriber must be on an eligible RED plan at the time of bill generation and the Bill Guarantee pack should be active on his/ her account atleast for 1 (one) day in that particular Bill cycle.

5.5.5 The actual usage of the Subscriber shall be governed by the credit limit applicable to his account. Exceeding such limit shall result in suspension of services.

**6. OFFER PERIOD**

This is a limited period offer by Vodafone Idea Limited available from June 25<sup>th</sup> 2018, 00:00:01 hrs. till further notice to be announced by Vodafone Idea Limited. Vodafone Idea Limited reserves the right to extend or shorten the Offer Period, as it deems fit.

**7. OFFER AREA**

The Offer is valid in select Indian telecom service areas as mentioned below –

i. All telecom service areas within the geographical limits of India except Bihar, Andhra Pradesh, Madhya Pradesh, Jammu & Kashmir, Himachal Pradesh.

ii. Notwithstanding the foregoing, if the operation of or participation in the Offer is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such state and/or territory or part thereof shall not be eligible to subscribe to this Offer. . No further notice shall be given by Vodafone Idea Limited in this regard.

**8. MODIFICATION OF OFFER**

i. Vodafone Idea Limited reserve the right, at their sole discretion, to modify these Terms & Conditions of the Offer or any part thereof at any time during the Offer Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the participating Subscribers availing this Offer.

ii. If Vodafone Idea Limited modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this 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 Offer. Your continued participation in the Offer will constitute Your acceptance of the latest revised Terms and Conditions.

9. **WITHDRAWAL OF OFFER**

Vodafone Idea Limited reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the participating Subscribers availing this Offer.

10. **DISCLAIMERS**

- i. You agree that this Offer is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer is voluntary and You expressly agree to avail the Offer at your sole risk. Vodafone Idea Limited shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
- ii. Vodafone Idea Limited makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer and/or any delay or failure to avail the Offer including due to technical or network problems. To the extent you choose to avail this Offer, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone Idea Limited, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Offer or arising otherwise.
- iii. Vodafone Idea Limited reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will Vodafone Idea Limited be liable for the removal of or disabling of access to the offer. Vodafone Idea Limited may also impose limits on the use of or access to the offer, in any case and without notice or liability. Under this offer, Vodafone Idea Limited responsibility shall only be limited in providing Telecom Service on Vodafone Idea Limited network for Eligible Subscribers availing this Offer.
- iv. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Offer will be the sole liability of the manufacturers. Vodafone Idea Limited will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- v. You shall indemnify and keep indemnified Vodafone Idea Limited, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney’s fees and court costs), losses or damages of whatsoever nature, which Vodafone Idea Limited may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Idea Limited shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

11. **GENERAL**

- i. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- ii. By availing this Offer, 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 under the current Offer and upcoming offers from Vodafone Idea Limited as it may in its sole and absolute discretion decide.
- iii. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea Limited
- iv. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- v. This Offer is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- vi. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- vii. Failure by Vodafone Idea Limited to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.
- viii. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- ix. You hereby authorize Vodafone Idea Limited to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail the Offer. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- x. You agree that Vodafone Idea Limited has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that you may have to share independently with third party content providers for availing relevant contents.
- xi. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea Limited and to any third party content licensor to Vodafone Idea Limited that is made available through the Offer.
- xii. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a sole Arbitrator to be appointed by Vodafone Idea Limited whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

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## TERMS AND CONDITIONS GOVERNING THE OFFER

### “Amazon Prime for RED user on Vodafone Play”

#### A. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED IN ASSOCIATION WITH AMAZON SELLER SERVICES PRIVATE LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT 26/1, BRIGADE GATEWAY, WORLD TRADE CENTRE, 23RD FLOOR, DR. RAJKUMAR ROAD, BANGALORE – 560055 (HEREINAFTER REFERRED TO AS “ORGANIZER”) FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE IDEA Limited

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA Limited RED POST PAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS “**Amazon Prime for RED user on Vodafone Play**” (“Offer”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE AVAILING THIS OFFER. BY AVAILING THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT AVAIL THE OFFER.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being an Eligible Subscriber has participated in the Offer.

#### B. DEFINITIONS

- f. **“Subscriber”** shall mean the rightful user of the Vodafone IDEA Limited mobile connection who is on RED post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea Limited. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall take the necessary permission from the employer to use the number for subscribing for this Offer and accept the terms applicable herein.
- g. **“Active Subscriber”** shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone Idea Limited on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone Idea Limited.
- h. **“Eligible Subscriber”** shall mean an Active Subscriber of Vodafone Idea Limited who has subscribed to Vodafone RED plans as mentioned under Part C (Offer Details). An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
  - i. Subscriber must be of at least 18 years of age;
  - ii. Subscriber must be an Indian citizen belonging to any one of the telecom Circles of Vodafone Idea Limited
  - iii. Subscriber must not have been subject of any criminal proceeding;
  - iv. Subscriber must not - be of an unsound mind;
  - v. Subscriber must not be under any legal disability e.g. minority, insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.

- vi. Subscriber must have a subscription of Vodafone RED post-paid plans as mentioned under Part C below in order to avail this Offer.
- vii. Subscriber must not be an existing Amazon Prime membership during the Offer Period; and
- viii. Subscriber agree to the Amazon Prime membership terms and conditions in addition to the offer terms and conditions available at [www.amazon.in/primeterms](http://www.amazon.in/primeterms) and such other Vodafone Idea Limited terms and conditions applicable from time to time.

### **C. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

- a. This Offer is applicable only one (1) time for one (1) MSISDN. The Offer cannot be availed for more than one (1) time on the same single MSISDN on which the Offer has been availed.
- b. In event of voluntary or involuntary deactivation of the Offer, Eligible Subscriber will not be able to avail the Offer again.
- c. The Offer is available only for Eligible Subscribers who have subscribed for any of the following RED post-paid plans as mentioned herein (refer Annexure "Eligible Plans"):
- d. Please note that the list of RED Plans are indicative and Vodafone Idea Limited shall be entitled to modify such list from time to time. You agree that the terms and conditions of RED Plans available in Vodafone Idea Limited website shall be additionally applicable to this Offer.
- e. Offer is NOT available for existing Prime members.
- f. Offer benefits: Eligible Subscriber shall get Amazon Prime membership against that particular MSISDN for 12 months from the date of activation of Amazon Prime membership at no additional charges ("Offer Benefit Period").
- g. Unless the Eligible Subscribers deactivate the Amazon Prime Membership by placing a request to Vodafone RED Eligible Subscribers will be charged at prevailing rates of Amazon Prime membership that is reflected on [amazon.in](http://amazon.in), post expiry of the Offer Benefit Period and Vodafone shall not be responsible for any refund of any nature whatsoever.
- h. Post expiry of Offer Benefit Period, if the Amazon Prime membership is renewed at prevailing rates of Amazon Prime membership, in such cases the Amazon Prime membership will not be cancelled on moving out of Vodafone RED post-paid plan or network.
- i. This Offer is valid ONLY ON the 'Eligible Plans' (as mentioned in annexure "Eligible Plans").

#### **Restriction :**

- b. Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer benefit;
- c. Offer is non-transferable to any third party.
- d. The Offer shall be DISCONNECTED if the Eligible Subscriber during the Offer Benefit Period :
  - moves out of Vodafone home network;
  - subscribes to a different post-paid plan outside the Eligible RED Plans (refer annexure "Eligible Plans")
  - shifts subscription to a prepaid plan
  - deactivates his Vodafone connection and ports out to another telecom operator

**D. OFFER PERIOD**

- a. This is a limited period offer by Vodafone Idea Limited, available from 22 June, 2018, 00:00:01 hrs. till .....23...May...2020, 23:59:59 hrs., both days inclusive ("**Offer Period**");
- b. Vodafone Idea Limited reserves the right to extend or shorten the Offer Period, as it deems fit.

**E. OFFER AREA**

- a. The Offer is valid in all telecom service areas as mentioned in the Annexure A. All Vodafone Idea Limited telecom service areas within the geographical limits of India as appropriately captured in Annexure A.
- b. Notwithstanding the foregoing, if the operation of or availing the Offer is prohibited in any state and/or territory or part thereof as per applicable law, the Subscribers from such state and/or territory or part thereof shall not be eligible to subscribe to or avail this Offer. Vodafone reserves the right to cancel the availed offer and no further notice shall be given by Vodafone Idea Limited or Organizer in this regard.

**F. MODIFICATION OF OFFER**

- c. Vodafone Idea Limited and the Organizer reserve the right, at their sole discretion, to modify these Terms & Conditions of the Offer or any part thereof at any time during the Offer Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the participating Subscribers availing this Offer.
- d. If Vodafone Idea Limited modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this 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 the Offer. Your continued participation in the Offer will constitute your acceptance of the latest revised Terms and Conditions.

**G. WITHDRAWAL OF OFFER**

- e. Vodafone Idea Limited or the Organizer reserve the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the Subscribers availing this Offer.

**H. DISCLAIMERS**

- d. You agree that this Offer is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer is voluntary and You expressly agree to avail the Offer at your sole risk. Vodafone Idea Limited shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to availing of the Offer.



- e. Vodafone Idea Limited makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer and/or any delay or failure to avail the Offer including due to technical or network problems. To the extent you choose to avail this Offer, you do so at your own initiative and you shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone Idea Limited, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Offer or arising otherwise.
- f. Vodafone Idea Limited reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will Vodafone Idea Limited be liable for the removal of or disabling of access to the offer. Vodafone Idea Limited may also impose limits on the use of or access to the offer, in any case and without notice or liability. Under this offer, Vodafone Idea Limited's responsibility shall only be limited in providing Telecom Service on Vodafone Idea Limited's network for Eligible Subscribers availing this Offer.
- i. The Subscribers shall escalate to the Organiser any claims, issues, damages or losses with regards to the quality or functionality with regards to Amazon Prime membership. Vodafone Idea Limited will not have any responsibility related to the same and will not support any query or complaint of the participants.
- j. Vodafone Idea Limited has no liability against any claims arising out of or in connection with the use of the Amazon Prime content or for any loss or damage of whatsoever nature caused to Eligible Subscriber or any third party in connection with the subsistence of the Amazon Prime membership or the Amazon Prime content.
- k. You shall indemnify and keep indemnified Vodafone Idea Limited, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone Idea Limited may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Idea Limited shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

## **I. GENERAL**

- o. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- p. By availing this Offer, 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 under the current Offer and upcoming offers from Vodafone Idea Limited, as it may in its sole and absolute discretion decide.
- q. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea Limited
- r. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- s. This Offer is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- t. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- u. Failure by Vodafone Idea Limited to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.

- v. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- w. You hereby authorize Vodafone Idea Limited to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable you to avail the Offer or receive relevant offer and marketing communications. Your personal information will be stored and processed in accordance with Vodafone Idea Limited's Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- x. You agree that Vodafone Idea Limited has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with the Organizer or any third party under this Offer.
- y. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea Limited and to any third party content licensor to Vodafone Idea Limited that is made available through the Offer.
- z. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone Idea Limited whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

Annexure A

<b>Name of Vodafone Entity</b>	<b>Respective Circles in which they operate</b>	<b>Eligible</b>
Vodafone Idea Limited	Delhi	Yes
	Punjab	Yes
	Haryana	Yes
	Uttar Pradesh East	Yes
	Uttar Pradesh West	Yes
	Himachal Pradesh	Yes
	Jammu Kashmir	Yes
	Kolkata	Yes
	West Bengal	Yes
	Bihar	Yes
	Orissa	Yes
	NE	Yes
	MP	Yes
	Assam	Yes
	Rajasthan	Yes
	Gujarat	Yes
	Maharashtra & Goa	Yes
	Andra Pradesh	Yes
	Karnataka	Yes
	Kerala	Yes
	Chennai	Yes
	Tamil Nadu	Yes
VODAFONE IDEA LIMITED	Mumbai	Yes

**Annexure : ELIGIBLE PLANS**

<b>Plan Name</b>
Red4Business-Executive-M
Red4Business-Executive-L
Red4Business-Elite-R
Red4Business-Elite-M
Red4Business-Elite-L
Red4Business-Esteem
RED4Business-ULV-399
RED4Business-ULV-499
RED4Business-ULV-699
RED4Business-ULV-999
RED4Business-ULV-1299
RED4Business-ULV-1699
RED4Business-ULV-1999
RED4Business-ULV-2999
RED4Business_ULV_399
RED4Business_ULV_499
RED4Business_ULV_699
RED4Business_ULV_999
Red4Business_Elite_R
Red4Business_Elite_M
Red4Business_Elite_L
Red4Business_Esteem
Red4Business_Essential
Red4Business_Executive_R

<b>Plan Name</b>
Red4Business_Executive_M
Red4Business_Executive_L
RED Traveler M
RED Traveler L
RED International R
RED International M
RED International L
RED Signature
RED-Basic
RED Traveler-R
RED Traveler-M
RED Traveler-L
RED-Traveler R
RED-Traveler M
RED-Traveler L
RED-International R
RED-International M
RED-International L
RED-Signature
RED Entertainment
RED Entertainment+
RED International
RED International+
RED Signature.
RED Signature+

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## **VODAFONE IDEA LIMITED – TERMS & CONDITIONS Mobile Shield: Smartphone Protection**

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

FOR THE PURPOSES OF THESE TERMS AND CONDITIONS, WHEREVER THE CONTEXT SO REQUIRES “YOU” OR “YOUR” SHALL MEAN ANY NATURAL PERSON WHO IS A VALID AND ACTIVE VODAFONE RED PLAN SUBSCRIBER.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING MOBILE SHIELD SMARTPHONE PROTECTION APPLICATION INCLUDING ALL ITS FEATURES (COLLECTIVELY “PRODUCT”) BROUGHT TO YOU BY SHOT FORMATS DIGITAL PRODUCTIONS PRIVATE LIMITED (“Shot Formats”). BY CLICKING “CONTINUE”, “SUBMIT” OR SIMILAR BUTTONS, OR BY CONTINUING TO USE THE PRODUCT, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“Terms and Conditions”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE APPLICATION OR THE PRODUCT.

### **Terms & Conditions**

- These terms and conditions will constitute a binding contract between You and Vodafone Idea Limited. These terms explain your obligations towards Vodafone when You avail the Product and use the application or any related third party application, as the case may be.
- Mobile Shield is an application software providing Smartphone Protection through Shot Formats and is available exclusively for Active Subscribers of Vodafone only;
- The Product is a third party service, brought to You by Shot Formats. Vodafone Idea Limited (VIL) and Vodafone Mobile Services Limited (VM SL) (collectively “Vodafone”) are only distributing the Product among interested Active Subscribers of Vodafone and will not be responsible or liable with regard to any information (including personal information) that You share with Shot Formats or other third parties while using this Product.
- An Active Subscriber of Vodafone shall mean a Subscriber who uses Vodafone Subscriber Identity Module (“SIM”) on a regular basis; You hereby authorize Vodafone to share your mobile number & information related to the requirement of this service and acceptance of this terms & condition act as your consent, with its partners so as to enable You to avail all the features of the Product. Your personal information will be stored and processed as mentioned herein and in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

**OFFER NAME – MOBILE SHIELD**

- Benefits of Mobile Shield - Mobile Shield Device Security offers protection from:
  - Accidental Damage – Physical or Liquid
  - Virus, Malwares & Trojans (not available on iOS) & Backup Feature (not available on Android)

Also provides extended warranty. i.e. after completion of manufacturer’s warranty period of 1 year, Mobile Shield will provide extended warranty.
- Eligible customers would need to download the Mobile Shield device security App & register their device to obtain the Mobile Shield device security certificate.
- Smartphone Protection (“Product”) are available free of cost for one year to customers availing the below mentioned RED Plans, for a handset import/manufacture date less than 24 months old as on the date of claim. The handset must be purchased from an authorised seller in India and in perfect working condition at the time of registration for Mobile Shield. The subscription expires after the period of one year.

Plan Name
RED Basic
RED Traveler R
RED Traveler M
RED Traveler L
RED International R
RED International M
RED International L
RED Signature
RED-Basic
RED Traveler-R
RED Traveler-M
RED Traveler-L
RED-Traveler R

Plan Name
RED-Traveler M
RED-Traveler L
RED-International R
RED-International M
RED-International L
RED-Signature
RED Entertainment
RED Entertainment+
RED International
RED International+
RED Signature.
RED Signature+

- Mobile Shield is a third party application brought to you by Shotformats Digital Productions Pvt. Ltd. (“Shotformats”). Vodafone Idea Limited is only distributing the Product and will not be responsible or liable in any manner for any loss or damage suffered by you while using Mobile Shield.
- Vodafone Idea Limited has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with Shotformats for availing Mobile Shield - Smartphone Protection.
- Vodafone Idea Limited is distributing the Product only and shall not be responsible for any Product liability, defect, non-performance or application / service-related issues related to the Product. All

such issues or disputes will be directly settled between You and Shotformats. No such complaint of request will be entertained by Vodafone Idea Limited.

- For availing benefits of this offer (including settlement of claims) You shall have to agree to separate terms and conditions of Shotformats which are independent of these terms and conditions. For detailed terms and conditions governing the use of Mobile Shield Application Software and claims thereunder, please refer to the Mobile Shield App.
- Device Security is linked to a unique combination of Your mobile number and the device that is in use during the time of registration. Your subscription on Device Security will end in case You change any one of them during the subscription period. In such a scenario, Your subscription will end and You will cease to avail the Product; You can also choose to register afresh, with a new device or new mobile number or both (as the case may be) to start a new subscription of Device Security.
- This service is exclusively available to active Vodafone RED Plan subscribers. Your subscription of Device Security will end as soon as you move out of specified plan or from the services of Vodafone Idea Limited should You choose to unsubscribe from Vodafone Plan or move out of Vodafone before the completion of the 12 month subscription period of the Smartphone Protection. In such a scenario, You will only have to settle the current month's charges of Device Security and no further (applicable only when the subscription is offered on chargeable basis).
- In case of any temporary suspension of Vodafone Idea Limited's service which may be due to various reasons such as non-payment of bill, loss of SIM, unsatisfactory credit verification etc., Device Security will remain active in your account for a period of 30 days from the date of such suspension and you will be charged for the service (in case of paid subscription). If Vodafone Idea Limited's service is not restored in 30 days, Your Device Security subscription will be deactivated permanently and You will cease to avail the Product. Deactivated subscription of Device Security may be restarted only by way of fresh registration after Vodafone Idea Limited's services have been restored on the device.
- In case of any deactivation of Vodafone Idea Limited's services which may be due to mobile number portability option chosen by subscriber, or when the customer wants a movement from Vodafone RED postpaid to Vodafone prepaid connection etc., Device Security subscription will deactivate immediately on the date of deactivation of SIM Card and You will cease to avail the Device Security services on immediate basis.
- You acknowledge that from time to time, the availability of the application software may be limited due to maintenance, upgrade or other technical reasons as relevant.
- Smartphone users acknowledge that they may from time to time receive upgraded versions of the application software, to which these terms and conditions will apply. Normal data charges as per Your network tariff plan will apply when downloading the updated application.

- This Product is provided on an "as is- as available" basis and no guarantee, warranty or representation is made regarding the merchantability or fitness of the Product for any purpose. Further, no guarantee, warranty or representation is made as to the Product being error free or continuously available. Consequently, We shall not be liable for any claim regarding the availability (or lack thereof) of the Product and/or the bandwidth/ speed available. To the maximum extent permitted by applicable law, in no event shall We or Our subsidiaries and affiliates, and their respective officers, directors, owners, agents, employees, representatives and licensors be liable for any special, incidental, indirect, consequential, punitive or exemplary losses or damages whatsoever or for loss of profits (including, without limitation, damages for loss of revenue, loss of data, failure to realize expected savings, interruption of activities, loss of privacy, corruption or loss of data, failure to receive or backup Your data (or archived data) or any other pecuniary or economic loss) and whether arising from breach of contract, damages (including negligence), strict liability or otherwise, arising out of the use of or inability to use the Product.
- We may in our sole discretion amend these Terms and Conditions from time to time without any prior notice. Such change shall be notified on the website [www.vodafone.in](http://www.vodafone.in). Your use of the Product after such notice of any change shall be deemed to be Your acceptance to such amended Terms and Conditions.
- You agree that You will be responsible for any damages resulting from any violation of these Terms and Conditions to the fullest extent of the law. You further agree to indemnify and hold Vodafone and its affiliates, officers, directors, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these terms, or any violation of any law or the rights of any third party that occurs in connection with your use of the Product.
- These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.

**SHOTFORMATS DIGITAL PRODUCTIONS PRIVATE LIMITED (“Shotformats”)**

**MOBILE APPLICATION – 1<sup>st</sup> TERMS AND CONDITIONS (“1<sup>st</sup> T&C/TERMS”)**

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

**THESE 1<sup>st</sup> T&C shall govern the use by you of the Services (the term “Services” is defined in the GENERAL TERMS AND CONDITIONS (collectively “AGREEMENT”)).**

Your access and use of the Services constitutes your agreement to be bound by these 1<sup>st</sup> T&C, which establishes a contractual relationship between you and Shotformats. By accepting these terms and conditions you acknowledge that we have received your wilful consent that after you have read and understood these Terms and Conditions in an accurate manner and shall not hold us or any of our associated partners liable for any reason in any manner whatsoever.

**1. Device Test**

In the process of providing the Services, your Device will be tested **without prejudice**. You hereby agree that Shotformats shall not be liable in any manner whatsoever for any damage to your Device as a result of the said testing. Device Test would need to use Vodafone Mobile Data and you hereby accord your consent for the same by accepting these Terms & Conditions. Further, during the Device Test, Shotformats will/may take information relating to the Device health/condition, store the said information, share the said information and you agree that in any circumstance you shall not hold Shotformats liable for the same or any consequences thereof in any manner whatsoever.

**2. Negative Result of Test or Device Age**

Shotformats shall not be liable in any manner whatsoever, if the testing results are negative because of the reason of your device being faulty and you hereby agree that you shall not pursue any legal process or action against Shotformats for the same. Further, you shall hold Shotformats harmless and Shotformats shall not be liable in any manner whatsoever, if the Device Test is negative as a result of any error including but not limited to technological error. In case of incorrect information all benefits shall become invalid, ineffective, null and void.

**3. User Accounts**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“Account”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain Smartphone Protection Account registration requires you to submit to Shotformats certain personal information, such as your name, address, mobile phone number,



device details etc. which will be entered by you when the test is done or may prior to device test. You can change the entered information in the App post registration maximum within 72 hours from 1<sup>st</sup> app launch. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Shotformats's termination of these Terms/ Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Shotformats in writing, you may only possess one Smartphone Protection per Device User Requirements and Conduct.

The Service is not available for use by persons under the age of 18 or the age of legal majority in your jurisdiction (if different than 18). You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive Services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Smartphone Protection to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity. You also agree and warrant Shotformats that you will not contract with the Third Party Providers of Shotformats or their associates to obtain any services by passing Shotformats by obtaining such Third Party Service Provider or associate details through Shotformats or the Application of Shotformats.

#### Text Messaging and Notifications.

By accessing or using the Smartphone Protection, you agree that the Services may send you informational text (SMS) messages and notifications as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Shotformats at any time by sending an email to "vfclaims@dsspro.in" indicating that you no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

#### **4. Privacy**

Please review our Privacy Policy at [www.vf.dsspro.in](http://www.vf.dsspro.in), which also governs your use of the Services, to understand our practices. You acknowledge and agree to the use of your data in accordance with our Privacy Policy.

#### User Provided Content.

Shotformats may, in Shotformats's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Shotformats through the Services textual, audio, and/or visual content and information, including your device details, personal details or commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Shotformats, you grant Shotformats a worldwide, perpetual, irrevocable, transferrable, royalty-free

license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Shotformats's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Shotformats the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Shotformats's use of the User Content as permitted herein will infringe, misappropriate or violate any third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Shotformats in its sole discretion, whether or not such material may be protected by law. Shotformats may, but shall not be obligated to, review, monitor, or remove User Content, at Shotformats's sole discretion and at any time and for any reason, without notice to you.

#### **4. Payment**

You will have to pay the costs for the Smartphone Protection under the Services provided to you by Shotformats (where ever applicable). If chargeable, you understand that use of the Services may result in charges to you for the services you receive from Vodafone/Third Party Provider ("Charges"). Charges for the Services shall be collected from you/the customer on a monthly basis, for a period of 12 (Twelve) months from registration. The said Charges will be added in your/ customer's bill for a period of 12 (Twelve) months. However, during the subscription period, in case you/the customer registers a claim for your/ his smartphone; the balance Charges due will be collectively billed in the subsequent month of registering the claim, applicable if the service is chargeable.

E.g. In the 3rd month of the subscription, you/ the customer registers a claim; you/he will be collectively charged the balance 9 (Nine) month's subscription fee in your/his next bill. After this, your/his subscription continues for the next 9 (Nine) months, but you/he does not have to pay any further Charges.

Taxes will be applicable where required by law. Charges paid by you/ the customer are final and non-refundable.

In addition to the above charges, Vodafone may or may not charge you further (i.e. cost could be subsidized or provided free) depending on what plan you have availed of Vodafone and the same shall be subject to Vodafone's terms and conditions.

If the subscription is on charged basis, Shotformats/ Vodafone, as the case may be, may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Services, and you agree that such

promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.

This payment structure is intended to fully compensate Shotformats for the Services.

## **5. Indemnification**

You shall defend, indemnify and hold harmless Shotformats, its associated partners and their respective affiliates, officers, directors, employees, agents, successors and assigns from and against any and all third party claims, losses, damages, expenses, liabilities, costs, penalties, judgments, etc. including legal fees and expenses, arising out of or in connection with your use of the said Services or the User Content or breach of any representation or warranty or obligations or terms and conditions on your part under these Terms/ the Agreement. The obligations set out in this Indemnification clause shall survive the termination or expiry of this Terms/ Agreement.

## **5. Utilities**

You agree that Shotformats is providing only Smartphone Protection with complimentary/ free insurance thereof and the Utilities are provided by its associated partners. You hereby agree that Shotformats shall not be liable in any matter whatsoever for the Utilities provided by its associated partners.

## **6. Claim**

In case of chargeable services, during the subscription period, as soon as a claim is registered by you/the customer for your/ his smartphone; the total balance Charges due will be collectively billed in the subsequent month of registering the claim or on immediate basis depending upon the case as may be.

E.g. In the 3rd month of the subscription, you/ the customer registers a claim; you/he will be collectively charged the balance 9 (Nine) month's subscription fee in your/his next bill. After this, your/his subscription continues for the next 9 (Nine) months, but you/he does not have to pay any further Charges.

In any case, while registering a claim, you/the customer will have to make your own contribution of Rs. 500 or 10% of the total repair costs, whichever is higher.

No claim will be processed unless

- a. The claim is registered within 48 hours from time of damage.
- b. The customer can produce all valid documents required for the claim.

You hereby agree that you shall not have any claims against Shotformats or its associated partners and shall not hold Shotformats or any of its associated partners in any manner whatsoever for any reason, irrespective of the final outcome of your claim, whether being charged for the service or subsidized or offered complimentary either by Shotformats or Vodafone.

**7. Breach**

You understand and acknowledge that Shotformats, in its sole discretion, may pursue legal and equitable relief against you if you breach or threaten to breach these 1<sup>st</sup> T&C and/or the General Terms and Conditions/ the Agreement or in any manner cheat or commit fraud against Shotformats or associated partners and their respective affiliates, officers, directors, employees, agents

**8. Others**

If the feature of the Device was always damaged or faulty, you can't claim your complimentary Insurance for that damage.

## **SHOTFORMATS DIGITAL PRODUCTIONS PRIVATE LIMITED**

### **MOBILE APPLICATION – Mobile Shield: Smartphone Protection**

#### **GENERAL TERMS & CONDITIONS**

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT WE HAVE HEREBY RECEIVED YOUR WILFUL CONSENT TOWARDS 1<sup>ST</sup> TERMS & CONDITIONS ("TERMS") ALONG WITH THESE ADDITIONAL TERMS & CONDITIONS (COLLECTIVELY "*AGREEMENT*") AND THAT YOU HAVE READ AND FULLY UNDERSTOOD ALL THESE TERMS AND CONDITIONS/ AGREEMENT IN ACCURATE MANNER AND SHALL NOT HOLD US OR ANY OF OUR ASSOCIATED PARTNERS LIABLE OR RESPONSIBLE FOR ANY REASON IN ANY MANNER WHATSOEVER. YOU ALSO HEREBY GIVE YOUR WILFUL CONSENT TO US RELATED TO ISSUE CERTIFICATE POST SUCCESSFUL REGISTRATION FOR Smartphone Protection ALONG WITH COMPLIMENTARY INSURANCE (INSURANCE HANDOUT ISSUED BY INSURER).

#### **1. Contractual Relationship**

- These Terms of use govern the access or use by you, from within any country in the world of the Mobile Shield Smartphone Protection Mobile Application (App), its content, products, and services (the "Services") made available by SHOTFORMATS DIGITAL PRODUCTIONS PRIVATE LIMITED, a company incorporated in India under the Companies Act 1956, having its registered office at Unit No. 409, 4<sup>th</sup> Floor, Express Zone, A Wing, Western Express Highway, Malad (East), Mumbai – 400 097, Maharashtra, India ("Shotformats"). Mobile Shield is an application software providing Smartphone Protection available to active subscribers of Vodafone Red Plan only. You and Shotformats shall be hereinafter individually called as "Party" and collectively as "Parties".
- In these Terms, "you" and "your" shall mean and refer to any and all natural persons, individuals and/or entities accessing or using the Services and is a valid and active Vodafone Subscriber.
- The Services are available only to, and may only be used by, individuals and entities able to form legally binding contracts under applicable law. The Services offered hereunder are not available to persons under the age of 18 or to anyone whose use of the Services has been suspended or revoked or you have voluntary opt out for the said services. If you are under the age of 18, you can use the Services only in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, please do not use the Services. If you are acting on behalf of any entity or organization, you warrant and represent that you have the authority to bind the entity to the Terms and Agreement.
- You will have to abide by separate Terms & Conditions as stated by Vodafone Idea Limited. By accessing and using the Services you are indicating that you agree to the Terms and Conditions and Agreement set forth herein and that you are bound by the Terms, and Agreement which establishes a contractual relationship between you and Shotformats. If you do not agree to these Terms and Agreement, you may not access or use the Services. The Terms and Agreement expressly supersede prior agreements or arrangements with you. The Terms and Agreement shall commence when you first access or use the Services, or view any Content or use any feature incorporated in the Services, and shall apply to all of your subsequent uses, provided that nothing herein shall prohibit us from refusing or otherwise restricting access to any user for any reason at any time, in our sole discretion.

- Shotformats may with or without cause immediately terminate the Terms or Agreement any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason without notice, and deny you access to any Services in its sole discretion. Without limiting the foregoing, Shotformats has the right to immediately terminate any passwords or accounts created by you for Smartphone Protection in the event that you breach the Terms or Agreement or engage in conduct that Shotformats or its any associated partners considers unacceptable, including but not limited to abuse of the Services, entering incorrect or inaccurate information, or any use of the Services that interferes with Shotformats or any user. If your use of the Services is terminated, you will no longer be authorized to access any Services. Without limiting any other rights of Shotformats hereunder, you understand and acknowledge that Shotformats, in its sole discretion, may pursue legal and equitable relief against you if you breach or threaten to breach the Terms or Agreement.
- Supplemental terms may apply to certain Services in connection with the applicable Services, if any. Supplemental terms are in addition to, and shall be deemed a part of, the Terms and Agreement for the purposes of the applicable Services. Supplemental terms shall prevail over the Terms and Agreement in the event of a conflict with respect to the applicable Services and the subject matter thereof.
- Shotformats may amend the Terms or the provisions of the Agreement related to the Services from time to time. Amendments will be effective upon Shotformats's updating the same at its sole discretion. Your continued access or use of the Services after such updating constitutes your consent to be bound by the Terms or the Agreement, as amended.
- Our collection and use of your personal information in connection with the Services is as provided in Shotformats's Privacy Policy located at [www.vf.dsspro.in](http://www.vf.dsspro.in). Shotformats may provide to an administrator or an Insurer or any associated partners any necessary information (including but not limited to your Device or contact information or User Content (as defined in 1<sup>st</sup> T&Cs)) if there is a complaint, dispute or conflict, or acting as a Master Policy Holder in case of Insurance backed Services which may include a claim, involving you and a Third Party Provider (including independent third party repair service provider or independent third party logistics providers of Shotformats) and such information or data is necessary to resolve the complaint, dispute or conflict or deliver Services. Your hereby accord your consent to the same and agree that Shotformats and or its associated partners shall not be liable or responsible in any manner whatsoever for any consequences thereof.

## 2. The Services

- The Services constitute a technology platform that comprises of an application software named Mobile Shield providing Smartphone Protection distributed by Vodafone exclusively and only to Active Subscribers of Vodafone which enables the said subscribers to avail mobile insurance on complimentary basis and thereby arrange and schedule, replace, repair, and/or logistics services through independent third party providers of such services, including independent third party repair service providers and independent third party logistics providers under agreement with Shotformats or certain of Shotformats's affiliates ("Third Party Providers"). Unless otherwise agreed by Shotformats in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU HEREBY AGREE AND ACKNOWLEDGE THAT SHOTFORMATS DOES NOT PROVIDE SALES SERVICES OR PURCHASE SERVICES OR REPAIR SERVICES OR LOGISTICS SERVICES OR INSURANCE COVER; OR FUNCTION AS A SELLER OR A PURCHASER OR A REPAIR SERVICE PROVIDER OR LOGISTICS PROVIDER OR INSURER AND THAT ALL SUCH SELLER SERVICES OR PURCHASE SERVICES OR REPAIR SERVICES OR LOGISTICS SERVICES OR INSURANCE ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY SHOTFORMATS OR ANY OF ITS AFFILIATES.
- Right to use: Subject to your compliance with these Terms, Shotformats grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferrable temporary right to only: (i) access and use the aforesaid Application(s) on your (personal) Device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are solely and exclusively reserved by Shotformats and Shotformats's licensors.

- Restrictions: You shall not: (i) remove any copyright, trademark or other proprietary materials from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Shotformats; (iii) decompile, reverse engineer or disassemble the Services; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.
- Provision of the Services: You acknowledge that portions of the Services may be made available under Shotformats's various brands or request options or through associated partners associated with sales, purchase, repair or logistics etc., including the service request brands currently referred to as including "Shotformats" " Vodafone and all its circle wise companies". You also acknowledge that the Services may be made available. under such brands or request options or through Shotformats associated partners by or in connection with: (i) certain of Shotformats's subsidiaries and affiliates; or (ii) independent Third Party Providers and their associates, including independent third party sellers, independent third party buyers, independent third party repair service providers independent third party other service providers and independent third party logistics providers or holders of similar permits, authorizations or licenses.
- Third Party Services and Content: The Services may be made available or accessed in connection with third party services, products, warranty and content (including advertising) that Shotformats may not control directly. You acknowledge that different terms of use, warranty and privacy policies may apply to your use of such third party services, product and content. Shotformats does not endorse such third party services, product, warranty and content and in no event shall Shotformats be responsible or liable for any products, warranty or services of such third party providers. Your access to the Services using the devices is subject to terms set forth in the applicable third party's terms of service.
- Ownership: The Services and all rights therein are and shall remain Shotformats's property or the property of Shotformats's licensors, as the case may be. Neither the Terms and/ the Agreement nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited temporary use granted above; or (ii) to reference in any manner Shotformats's company names, logos, product and service names, trademarks or services marks or those of Shotformats's licensors.
- Network Access and Devices: You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and applicable rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Shotformats does not guarantee that the Services, or any portion thereof, will function on any particular hardware or device. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## **2. Disclaimers; Limitation of Liability; Indemnity**

- **DISCLAIMER.**  
THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE BASIS." SHOTFORMATS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THE TERMS AND/OR THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, SHOTFORMATS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES

OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. **SHOTFORMATS DOES**

**NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.**

- You agree and acknowledge that from time to time, the availability of the Application software may be limited due to maintenance, upgrade or other technical reasons as relevant.
- You/ Smartphone users agree and acknowledge that you/ they may from time to time receive upgraded versions of the Application software, to which all of the Terms and Conditions will apply. Normal data charges as per your network tariff plan will apply when downloading the updated application.

- **LIMITATION OF LIABILITY.**

SHOTFORMATS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, LOST PRIVACY, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF SHOTFORMATS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHOTFORMATS SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, OR WHETHER ARISING OUT OF BREACH OF CONTRACT, DAMAGES (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE APPLICATION/ SERVICES, EVEN IF SHOTFORMATS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHOTFORMATS SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND SHOTFORMATS'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT INDEPENDENT THIRD PARTY PROVIDERS PROVIDING UTILITIES OR SALES OR PURCHASE OR REPAIR OR LOGISTICS OR INSURANCE SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER SERVICES WITHOUT BRAND AUTHORIZATION AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL SHOTFORMATS'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES.

YOU MAY USE SHOTFORMATS'S SERVICES TO REQUEST AND SCHEDULE REPAIR OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT SHOTFORMATS HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY OF THESE SERVICES (INCLUDING BUT NOT LIMITED TO GOODS OR LOGISTICS SERVICES) PROVIDED TO YOU BY THIRD PARTY PROVIDERS.

- **Indemnity**

You agree to defend, indemnify and hold Shotformats and its affiliates, officers, directors, employees and agents harmless from any and against all third party claims, demands, losses, liabilities, costs, penalties, expenses and judgments (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services obtained through your use of the Services; (ii) your breach or violation of any of the Terms and/ any provisions of this Agreement (iii) or violation of any law; (iv) Shotformats's use of your User Content; or (v) your violation of the rights of any third party, including Third Party Providers.



The obligations set out in this Indemnification clause shall survive the termination or expiry of these Terms/ Agreement.

#### **4. Privacy**

Please review our Privacy Policy at [www.vf.dsspro.in](http://www.vf.dsspro.in), which also governs your use of the Services, to understand our practices. You acknowledge and agree to the use of your data in accordance with our Privacy Policy.

#### **5. Governing Law; Arbitration**

- The Terms/this Agreement shall be governed and interpreted by, and construed in accordance with, the laws of India and, subject to the arbitration agreement below, only the courts of Mumbai shall have exclusive jurisdiction.

Both Parties hereby irrevocably agree that any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms,

including those relating to its validity, its construction or its enforceability (any "Dispute") shall be first sought to be settled by mutual discussions between you and Shotformats, pursuant to a written notice sent by the Party claiming that a Dispute has arisen to the other Party involved in the Dispute, which notice shall contain the details of the Dispute. In the event that the Dispute cannot be settled by mutual discussions between the

Parties within a period of 60 (Sixty) Business Days from the receipt of the notice by the other Party involved in the Dispute, the same shall be referred to arbitration of a Sole Arbitrator appointed mutually by the Parties failing which the Sole Arbitrator will be appointed vide Section 11 of the Arbitration and Conciliation Act, 1996 with the arbitration governed by the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be in Mumbai. The language to be used in the arbitral proceedings shall be English. The Arbitration proceedings shall be within jurisdiction of Bombay High Court.

#### **6. Other Miscellaneous Provisions**

- Shotformats shall not take responsibility for the way you use the App. Shotformats shall not be liable for damage to your device, if any.
- Shotformats shall not be liable for any loss whatsoever, direct or indirect, you experience as a result of relying wholly on the functionality of the App.
- Shotformats may also wish to stop providing the App, and may terminate use of it at any time without giving notice of termination to you. Unless Shotformats tells you otherwise, upon any termination, (a) the rights granted to you in the Terms and/ the Agreement will end; (b) you must stop using the App, and (if needed) delete it from your device.
- Notice: Shotformats may give notice under the Terms and/ the Agreement by means of a general notice on the Services, notification within the Application on your Account, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account.
- General: You shall not be entitled to assign or transfer the Terms and/ the Agreement in whole or in part. You hereby give your approval to Shotformats for it to assign or transfer the Terms and/ the Agreement in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Shotformats's equity, business or assets; or (iii) a successor by merger; or (iv) any other Party at Shotformat's sole discretion.

- No joint venture, partnership, employment or agency relationship exists between you, Shotformats or any Third Party Provider as a result of this contract between you and Shotformats or use of the Services.
- If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of the Terms and/ the Agreement but the legality, validity and enforceability of the other provisions in the Terms and/ the Agreement shall not be affected. In that event, the Parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of the Terms and/ the Agreement.

The Terms and/ the Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In the Terms and/ the Agreement, the words "including" and "include" mean "including, but not limited to."

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## TERMS AND CONDITIONS GOVERNING THE OFFER "NETFLIX ON VODAFONE"

### J. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED ASSOCIATION WITH NETFLIX INTERNATIONAL B.V. FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE IDEA LIMITED

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA LIMITED RED POSTPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS NETFLIX ON VODAFONE ("Offer") DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "NETFLIX ON VODAFONE". BY PARTICIPATING IN THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE OFFER.

For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who being an Eligible Subscriber has participated in the Offer.

### K. DEFINITIONS

- l. "Subscriber" shall mean the rightful user of the Vodafone Idea Limited's mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea Limited. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein.
- m. "Active Subscriber" shall mean a Subscriber who uses the Subscriber Identity Module ("SIM") of Vodafone Idea Limited on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone Idea Limited.
- n. "Eligible Subscriber" shall mean an Active Subscriber of Vodafone Idea Limited who has subscribed for RED 999 or RED 1299 or RED 1699 or RED 1999 or RED 2999 post-paid plans and also for specific enterprise plans as mentioned herein. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:-
  - i. Subscriber must be an Indian citizen belonging to any one of the cities / Circles of Vodafone Idea limited as mentioned herein;
  - ii. Subscriber must not have been subject of any criminal proceeding;
  - iii. Subscriber must not - be of an unsound mind; and
  - iv. Subscriber must not be under any legal disability e.g. minority, insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.

### L. OFFER DETAILS AND RESTRICTIONS

- j. The Offer consists of a gift subscription to Netflix "1 Screen at a time Subscription Plan" worth Rs. 500 per month;
- k. The Offer is available only for Eligible Subscribers who have subscribed for any of the following RED post-paid plans - RED 999 or RED 1299 or RED 1699 or RED 1999 or RED 2999 and also for specific enterprise plans as mentioned herein ("Eligible Plans");
- l. The Offer is available in each of the Eligible Plans for the following time periods –
  - i. RED 999 Plan – Gift Subscription to Netflix "1 Screen at a time Subscription Plan" for 2 months, worth Rs1000;

- ii. RED 1299 Plan – Gift Subscription to Netflix “1 Screen at a time Subscription Plan” for 2 months, worth Rs1000;
  - iii. RED 1699 Plan – Gift Subscription to Netflix “1 Screen at a time Subscription Plan” for 2 months, worth Rs1000;
  - iv. RED 1999 Plan – Gift Subscription to Netflix “1 Screen at a time Subscription Plan” for 3 months, worth Rs1500;
  - v. RED 2999 Plan – Gift Subscription to Netflix “1 Screen at a time Subscription Plan” for 12 months, worth Rs6000;
- m. A Netflix compatible device (manufactured and sold separately) and broadband Internet connection are required to access movies and TV shows (“Netflix Contents”) streamed over the Internet;
  - n. The offer is NOT available to COCP (company-owned company-paid) enterprise connections.
  - o. This Gift Subscription offer can be availed only once on a Vodafone number.
  - p. Offer is not redeemable or refundable for cash, and cannot be exchanged for Netflix Gift Subscriptions;
  - q. The Subscriber may change the Netflix “1 Screen at a time Subscription Plan” included in the Offer to a different Netflix Subscription Plan during the validity of the Offer, and in such case the duration of the Offer may change;
  - r. In case the value of the Netflix “1 Screen at a time Subscription Plan” increases before the Offer is redeemed, the Subscriber shall be entitled to the same plan irrespective of the price change.
  - s. Netflix services are also available to Vodafone post-paid Subscribers without the Offer via their Vodafone Bill.

#### **M. OFFER PERIOD**

- c. This is a limited period offer by Vodafone Idea Limited, available from 8<sup>th</sup> November, 2017, 00:00:01 hrs. until further notice (“**Offer Period**”);
- d. Vodafone Idea Limited reserves the right to extend or shorten the Offer Period, as it deems fit.

#### **N. OFFER AREA**

- a. The Offer is valid in all telecom service areas within the geographical limits of India where Vodafone Idea Limited is licensed to operate.
- b. Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by Vodafone Idea Limited or Netflix in this regard.

#### **O. MODIFICATION OF OFFER**

- e. Vodafone Idea Limited reserve the right, at their sole discretion, to modify these Terms & Conditions of the Offer or any part thereof at any time during the Offer Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the participating Subscribers availing this Offer.
- f. If Vodafone Idea Limited modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this 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 Offer. Your continued participation in the Offer will constitute Your acceptance of the latest revised Terms and Conditions.

**P. WITHDRAWAL OF OFFER**

- f. Vodafone Idea Limited reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the participating Subscribers availing this Offer.

**Q. DISCLAIMERS**

- g. You agree that this Offer is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer is voluntary and You expressly agree to avail the Offer at your sole risk. Vodafone Idea Limited shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
- h. Vodafone Idea Limited makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer and/or any delay or failure to avail the Offer including due to technical or network problems. To the extent you choose to avail this Offer, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone Idea Limited, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Offer or arising otherwise.
- i. Vodafone Idea Limited reserves the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event will Vodafone Idea Limited be liable for the removal of or disabling of access to the Offer. Vodafone Idea Limited may also impose limits on the use of or access to the Offer, in any case and without notice or liability. Under this Offer, Vodafone Idea Limited's responsibility shall only be limited in providing Telecom Service on Vodafone Idea Limited's network for Eligible Subscribers availing this Offer.
- j. You agree that Vodafone Idea Limited is not the owner of Netflix Contents and has no control or editorial rights over Netflix Contents. Vodafone Idea Limited is only making available the Netflix Contents to its subscribers and therefore, shall not be responsible for any defect, non-performance, quality of content, or application / service-related issues related to Netflix Contents. All such issues or disputes will be directly settled between You and Netflix. No such complaint or request will be entertained by Vodafone Idea Limited.
- o. You shall indemnify and keep indemnified Vodafone Idea Limited, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone Idea limited may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Idea Limited shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

**R. GENERAL**

- aa. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- bb. By availing this Offer, 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 under the current Offer and upcoming offers from Vodafone Idea Limited, as it may in its sole and absolute discretion decide.
- cc. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea Limited.
- dd. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.

- ee. This Offer is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- ff. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- gg. The Subscribers availing the Offer shall also be subject to a separate set of terms & conditions as stated by Netflix and available at <https://help.netflix.com/legal/termsofuse>, which are independent of these Terms and Conditions;
- hh. Failure by Vodafone Idea Limited to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.
- ii. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- jj. You hereby authorize Vodafone Idea Limited to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail the Offer. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- kk. You agree that Vodafone Idea Limited has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that you may have to share independently with Netflix or other third party content providers for availing relevant contents.
- ll. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea limited and to any third party content licensor to Vodafone Idea Limited that is made available through the Offer.
- mm. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone Idea Limited whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

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## TERMS AND CONDITIONS GOVERNING THE OFFER “RED HOT DEALS”

### S. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED, IN ASSOCIATION WITH KINOBEQ SOFTWARE PVT LTD (HEREINAFTER REFERRED TO AS “MYDALA”) HAVING ITS REGISTERED OFFICE At Building No-40, Okhla Industrial Area, Phase 3 , New Delhi-110020 OR THE ELIGIBLE SUBSCRIBERS OF VODAFONE IDEA LIMITED.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA LIMITED’S POSTPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS “RED HOT DEALS” (hereinafter referred to as “Offer”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “RED HOT DEALS”. BY PARTICIPATING IN THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE OFFER.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being an Eligible Subscriber has participated in the Offer.

### T. DEFINITIONS

- p. “**Subscriber**” shall mean the rightful user of the Vodafone Idea Limited’s mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea Limited. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein.
- q. “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone Idea Limited on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone Idea Limited.
- r. “**Eligible Subscriber**” shall mean an Active Subscriber of Vodafone Idea Limited who has an Active Vodafone Prepaid or Postpaid number and opts for the Offer on one of channels as described herein. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
- i. Subscriber must be an Indian citizen belonging to any one of the Circles of Vodafone Idea Limited as mentioned herein; and
  - ii. Subscriber must not have been subject of any criminal proceeding; and
  - iii. Subscriber must not be of an unsound mind; and
  - iv. Subscriber must not be under any legal disability e.g. minority, insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship; and
  - v. Subscriber must be a registered user in MyVodafone App (“MVA”); and
  - vi. Subscriber must be on select Red Plans. An indicative list of RED Plans is enclosed herewith and marked as Annexure – B.

### U. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

1. During the Offer Period, Eligible Subscribers shall receive free discount e-vouchers every month equivalent to Eligible Subscriber’s monthly RED Plan rental + Rs.1/- under RED Hot Deals.
2. An indicative list of RED Plans is enclosed herewith and marked as Annexure - B. Vodafone Idea Limited shall be entitled to modify such list from time to time. Please note that the list of RED Plans is indicative

and you agree that the terms and conditions of RED Plans available in Vodafone Idea Limited website shall be additionally applicable to this Offer.

3. Mode to avail the Offer: Offers can be availed only through MVA.
4. In MVA, an Eligible Subscriber can see a banner to avail free RED benefits ("RED Box Banner").
5. Upon clicking on the RED Box Banner, it will lead the Eligible Subscriber to RED Hot Deals page hosted by Mydala.
6. Once the Eligible Subscriber selects an e- voucher and confirms to proceed, the Eligible Subscriber will get a confirmation on the MVA and a confirmation SMS on Eligible Subscriber's RED Postpaid number with e-voucher code, validity, deal specific terms and conditions if any. Such third party e-vouchers shall be governed by the terms and conditions of the respective third party provider. Vodafone Idea Limited is neither responsible nor guarantee the quality or functionality of the e-vouchers nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Eligible Subscribers under this Offer.
7. At the time of redemption, once the voucher is selected, the amount equivalent to selected voucher/vouchers will be deducted from RED Hot Deals wallet.
8. Maximum limit to avail and redeem e-vouchers in a month is equal to monthly rental + 1Rs (e.g. customer on RED 399 plan avail and/or redeem e-vouchers worth Rs400/-).
9. These e- vouchers are applicable for limited brands for shopping, food, entertainment etc.
10. E-vouchers are powered by third party provider Mydala. Eligible Subscribers can redeem these vouchers at the Mydala site/app or physical outlets, as applicable. Vodafone Idea Limited does not take any responsibility or any liability of any third party product(s) or service(s) and the vouchers. Any queries, complaints or dispute shall be addressed by the respective third party product or service provider. Vodafone Idea Limited shall not entertain any queries, complaints or dispute related to such third party product or service.
11. Deals wallet it will be refreshed to current plan rental on 1st of every month irrespective of bill cycle
12. Every deal is attributed a fixed value (E.g. Rs50, Rs100 and so on from Mydala platform) and accordingly wallet is deducted
13. In the event an Eligible Subscriber change the current RED plan, Eligible Subscriber's wallet value will change >> become zero and in case of movement out of RED or Prepaid, or change as per current plan rental in-case of movement to another eligible RED plan
14. **Eligibility duration** - A Subscriber is eligible for (shown on above channels) the Offer, either only for the same day or the validity explicitly mentioned on the above channel in offer description. Subscribers shall be responsible to check the offer again, if they are recharging with the Offer at later time and date.
15. **Benefit/Reward** – Reward mentioned in the offer can be credited to the Eligible Subscriber's account simultaneously or in parts, depending upon the product type. But, all rewards would be credited to Subscriber account within 30 mins, or the time stated in Offer description as provided on any of the channels described above in clause C (1), whichever is higher.

#### **V. OFFER PERIOD**

- e. This Offer shall be available from 22<sup>nd</sup> June 2018, 00:00:01 hrs until further notice to be announced by Vodafone Idea Limited.
- f. Vodafone Idea Limited reserves the right to extend or shorten the Offer Period, as it deems fit.

#### **W. OFFER AREA**

- a. The Offer is valid in select Indian telecom service areas as mentioned in the annexure A. All Vodafone Idea Limited telecom service areas within the geographical limits of India as appropriately captured in Annexure.
- b. Notwithstanding the foregoing, if the operation of or participation in the Offer is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such state and/or territory or part thereof shall not be eligible to subscribe to this Offer. No further notice shall be given by Vodafone Idea Limited in this regard.



**X. MODIFICATION OF OFFER**

- g. Vodafone Idea Limited reserve the right, at their sole discretion, to modify these Terms & Conditions of the Offer or any part thereof at any time during the Offer Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the participating Subscribers availing this Offer.
- h. If Vodafone Idea Limited modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this 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 Offer. Your continued participation in the Offer will constitute your acceptance of the latest revised Terms and Conditions.

**Y. WITHDRAWAL OF OFFER**

- g. Vodafone Idea Limited reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the participating Subscribers availing this Offer.

**Z. DISCLAIMERS**

- k. You agree that this Offer is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer is voluntary and you expressly agree to avail the Offer at your sole risk. Vodafone Idea Limited shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
- l. Vodafone Idea Limited makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer and/or any delay or failure to avail the Offer including due to technical or network problems. To the extent you choose to avail this Offer, you do so at your own initiative and you shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone Idea Limited its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Offer or arising otherwise.
- m. Vodafone Idea Limited reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will Vodafone Idea Limited be liable for the removal of or disabling of access to the offer. Vodafone Idea Limited may also impose limits on the use of or access to the offer, in any case and without notice or liability. Under this offer, Vodafone Idea Limited's responsibility shall only be limited in providing Telecom Service on Vodafone Idea Limited network for Eligible Subscribers availing this Offer.
- n. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Offer will be the sole liability of the manufacturers. Vodafone Idea Limited will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- o. You shall indemnify and keep indemnified Vodafone Idea Limited, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone Idea Limited may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone Idea Limited shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

**AA. GENERAL**

- nn. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.

- oo. By availing this Offer, 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 under the current Offer and upcoming offers from Vodafone Idea Limited, as it may in its sole and absolute discretion decide.
- pp. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea Limited.
- qq. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- rr. This Offer is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- ss. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- tt. Failure by Vodafone Idea Limited to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.
- uu. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- w. This Offer may contain factual references to the names of certain companies, products and individuals. Vodafone Idea Limited makes no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective Owners. You hereby authorize Vodafone Idea Limited to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable you to avail the Offer. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- ww. You agree that Vodafone Idea Limited has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that you may have to share independently with third party content providers for availing relevant contents.
- xx. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea Limited and to any third party content licensor to Vodafone Idea Limited that is made available through the Offer.
- yy. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone Idea Limited whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

## Annexure A

<b>Name of Vodafone Entity</b>	<b>Respective Circles in which they operate</b>	<b>Eligible</b>	
Vodafone Idea Limited	Delhi	Yes	
	Punjab	Yes	
	Haryana	Yes	
	Uttar Pradesh East	Yes	
	Uttar Pradesh West	Yes	
	Kolkata	Yes	
	West Bengal	Yes	
	Bihar	Yes	
	Orissa	Yes	
	NE	Yes	
	MP	Yes	
	Assam	Yes	
	Rajasthan	Yes	
	Gujarat	Yes	
	Maharashtra & Goa	Yes	
	Andra Pradesh	Yes	
	Karnataka	Yes	
	Kerala	Yes	
	Chennai	Yes	
	Tamil Nadu	Yes	
Vodafone Idea Limited	Mumbai	Yes	

## Annexure B

Indicative Eligible Plans:

<b>Plan Name</b>	<b>SOC ID</b>	<b>Plan Rental</b>	<b>Wallet Amount</b>
Red 499_Individual	23969636	499	500
Red 699_Individual	240995218	699	700
Red 899_Individual	23969646	899	900
Red 1299_Individual	23969656	1299	1300
Red 1599_Individual	23969716	1599	1600
Red 1999_Individual	240632118	1999	2000
Red 499 Individual New	25280005	499	500
Red 699_Individual_New	252294400	699	700
Red 999_Individual_New	252295100	999	1000
Red 1299_Individual_New	252295500	1299	1300
Red 1699_Individual_New	252296000	1699	1700
Red 1999_Individual_New	252301800	1999	2000
RED 499	25369845	499	500
RED 699	25369855,	699	700
RED 999	25369865	999	1000
RED 1299	25369875	1299	1300
RED 1699	25369885	1699	1700
RED 1999	25369895	1999	2000
RED 2999	25361565	2999	3000
RED 399 Unlimited	25518395	399	400
RED 499 Unlimited	25518455	499	500
RED 699 Unlimited	25518465	699	700
RED 999 Unlimited	25519245	999	1000
RED 1299 Unlimited	25519285	1299	1300
Red 1699 Unlimited	25519305	1699	1700
Red 1999 Unlimited	25519345	1999	2000
Red 2999 Unlimited	25519355	2999	3000
RED Basic	25599265	399	400
RED Traveler R	25599305	499	500

RED Traveler M	25599355	699	700
RED Traveler L	25600145	999	1000
RED International R	25600155	1299	1300
RED International M	25600165	1699	1700
RED International L	25600175	1999	2000
RED Signature	25600185	2999	3000
RED-Basic	25628005	399	400
RED Traveler-R	25628015	499	500
RED Traveler-M	25628115	699	700
RED Traveler-L	25628155	999	1000
RED-Traveler R	25640435	499	500
RED-Traveler M	25640445	699	700
RED-Traveler L	25640485	999	1000
RED-International R	25640495	1299	1300
RED-International M	25640505	1699	1700
RED-International L	25640535	1999	2000
RED-Signature	25640545	2999	3000

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