

# 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 INDIA LIMITED, AND VODAFONE MOBILE SERVICES LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE INDIA”) 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 INDIA.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA 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

- a. **“Subscriber”** shall mean the rightful user of the Vodafone India mobile connection who is on RED post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. 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.
- b. **“Active Subscriber”** shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone India on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone India.
- c. **“Eligible Subscriber”** shall mean an Active Subscriber of Vodafone India 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 India
  - 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 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 (“Eligible Plans”):
- d. Please note that the list of RED Plans are indicative and Vodafone India shall be entitled to modify such list from time to time. You agree that the terms and conditions of RED Plans available in Vodafone India 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 MSSIDN 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 Eligible Subscribers will be charged at prevailing rates of Amazon Prime membership that is reflected on 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 India post paid plan or network.
- i. This Offer is valid only on Eligible Plans.

**Restriction :**

- a. Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer benefit;
- b. Offer is non-transferable to any third party.
- c. 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 RED within 120 days of Offer activation\_\_\_\_\_
  - shifts subscription to a prepaid plan within 120 days of offer activation
  - deactivates his Vodafone connection and ports out to another telecom operator

**D. OFFER PERIOD**

- a. This is a limited period offer by Vodafone India, available from 23 May. 2018, 00:00:01 hrs. till .....23...May...2020, 23:59:59 hrs., both days inclusive (“Offer Period”);
- b. Vodafone India 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 India 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 India or Organizer in this regard.

#### **F. MODIFICATION OF OFFER**

- a. Vodafone India 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.
- b. If Vodafone India 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**

- d. Vodafone India 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**

- a. 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 India shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to availing of the Offer.
- b. Vodafone India 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 India, 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.
- c. Vodafone India reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will Vodafone India be liable for the removal of or disabling of access to the offer. Vodafone India 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 India's responsibility shall only be limited in providing Telecom Service on Vodafone India's network for Eligible Subscribers availing this Offer.
- d. 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 India will not have any responsibility related to the same and will not support any query or complaint of the participants.
- e. Vodafone India 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.

- f. You shall indemnify and keep indemnified Vodafone India, 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 India may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

## **I. GENERAL**

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. 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 India, as it may in its sole and absolute discretion decide.
- c. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone India.
- d. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- e. 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.
- f. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- g. Failure by Vodafone India 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.
- h. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- i. You hereby authorize Vodafone India 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 Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- j. You agree that Vodafone India 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.
- k. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and to any third party content licensor to Vodafone India that is made available through the Offer.
- l. 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 India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

Annexure A

Name of Vodafone Entity	Respective Circles in which they operate	Eligible
VODAFONE MOBILE SERVICES 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 INDIA LIMITED	Mumbai	Yes