

A. Preliminary

1. This offer (“Offer”) is being run by Vodafone Idea Limited (formerly Idea Cellular Limited), An Aditya Birla Group & Vodafone partnership (“Vodafone”) in association with Karbonn. This offer is available only in the state of Rajasthan exclusively for the Bhamashah Yojana Scheme. Only customers enrolling onto this scheme can participate in this Offer

2. By participating in this Offer, you (“You” or “Your”) agree to be bound by:

a. these terms and conditions (“T&C”);

b. the Terms of Use, Privacy Policy, and other relevant documentation including any modifications, alterations or updates thereof, that are published on the Platform; and

c. all applicable terms and conditions of Vodafone

B. OFFER DETAILS

1. Offer is valid from Sep 5th 2018 (00:00 hrs) to Sep 30th, 2018 (23:59 hrs) (“Offer Period”)

2. To avail this Offer, You must do/ fulfil the following criteria’s:

a. You should be a prepaid customer of Vodafone with a valid Vodafone prepaid SIM card

b. You should purchase the applicable device on offer as part of the Bhamashah Yojana scheme of Rajasthan Govt

c. You should recharge worth Rs. 2700 in the first 18 months post purchase of the handset to get a cashback of Rs. 900 after 18 months and another Rs. 2700 between 19th to 36th months to get further Rs. 1100 cashback after 36th month.

d. You must have a valid Vodafone mPesa account with KYC complete status and must be active user on the Vodafone network for a period of 36 months post opting for this Offer during the Offer Period. (“Eligible Customer”)

3. Upon fulfilling the above requirements, You will be eligible for a cashback of Rs. 900 after 18 months from date of purchase of applicable device and another Rs. 1100 after 36 months.

4. To avail the cashback, the You need to recharge worth Rs. 150 every calendar month. This can be a single recharge or can be multiple recharges which can be accumulated. Any recharge is applicable and will be counted towards the Rs. 150 amount – i.e top ups, rate cutters, voice sachets, data sachets, integrated bundles, combo packs, unlimited recharges, first recharges, etc. To avail the offer after the 18th month, You need to ensure that he has completed recharges worth Rs. 150x18 = Rs. 2700 between 1st month and the 18th month. Again to avail the cashback after the 36th month, You need to have done recharges worth Rs. 150x18 = Rs. 2700 between the 19th month and the 36th month.

5. You understand that the cash back will only be credited to the Your mPesa wallet and You can use this amount for any payment through mPesa application.

C. Other Terms & Conditions

- 1.** 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, as it may in its sole and absolute discretion decide.
- 2.** You acknowledge and confirm that You are aware of the nature of telecommunications/ internet services and that an email transmission may not be received properly and may be read or be known to any unauthorised persons. You agree to assume and bear all the risks involved in respect of such errors and misunderstanding and Karbonn or Vodafone shall not be responsible in any manner.
- 3.** This Offer benefit cannot be transferred, substituted or encashed.
- 4.** You are not bound in any way to participate in this Offer. Any participation is voluntary and this Offer is being made purely on a best effort basis and subject to acceptance of these T&Cs. Your participation in this Offer is voluntary and You expressly agree to avail this Offer at Your sole risk. Neither Vodafone nor Karbonn shall be responsible for any loss, injury or any other liability to You arising due to participation in this Offer.
- 6.** Karbonn and Vodafone reserve the right to disqualify You from the benefits of this Offer, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the said Offer.
- 7.** This Offer shall be subject to force majeure events and on occurrence of such an event, this Offer may be withdrawn at the discretion of Karbonn and Vodafone.
- 8.** You hereby agree to indemnify and keep Vodafone and/ or Karbonn harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Vodafone and/or Karbonn as a consequence of (i) violation of terms of this T&C by You; (ii) violation of applicable laws; (iii) any action or inaction resulting in willful misconduct or negligence, on Your part.
- 9.** These T&C shall be governed in accordance with the applicable laws in 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 whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
- 10.** This Offer shall be subject to the Income-Tax Act, 1961 and all disbursements shall be subject to TDS, as applicable.
- 11.** This document is an electronic record in terms of Information Technology Act, 2000, and the Rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 12.** Any claims, issues, damages or losses with regards to the quality or functionality of the smart phones purchased to participate in this Offer will be the sole liability of Karbonn. Vodafone will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Customers.
- 13.** Vodafone 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 this Offer and/or any delay or failure to avail this 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 T&Cs herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone, 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 this Offer or arising otherwise.

14. 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.

15. The T&Cs stated herein shall not override the terms and conditions of the Customer Application Form.

16. Failure by Vodafone to enforce any of the T&Cs in any instance shall not be deemed to be a waiver of those T&Cs and shall not give rise to any claim by any person.

17. You hereby authorize Vodafone to collect Your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail this 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>.

18. You agree that Vodafone 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.

19. By participating in this Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone and to any third party content licensor to Vodafone that is made available through this Offer.

20. Vodafone and Karbonn reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw this 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 You availing this Offer.

22. Offer benefits comprising of cash back in the manner stated herein shall be provided through m-pesa wallet of Vodafone M-Pesa Limited (VMPL), or any other mode through VMPL or its successors in business as applicable regulations may permit. Additionally, in the event M-Pesa wallet business is discontinued for any legal or regulatory event, the balance cash back amount to be paid for remaining terms, would be paid to the subscriber through equivalent credit of talk times.

23. If Vodafone modify these T&Cs, the modified terms will be posted on www.vodafone.in. You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these T&Cs and in the event the modified or amended T&Cs 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 T&Cs.