

TERMS AND CONDITIONS GOVERNING THE OFFER “100% CASHBACK OFFER”

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 VODAFONE MPESA LIMITED FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE INDIA.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO VODAFONE INDIA PREPAID SUBSCRIBERS AVAILING specific recharge plans as mentioned under the Offer Details AND PARTICIPATING (SUBJECT TO ELIGIBILITY) IN THE OFFER KNOWN AS “100% CASHBACK OFFER” (“Offer”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “100% CASHBACK 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.

B. DEFINITIONS

- a. “Subscriber” shall mean the rightful user of the Vodafone India mobile connection who is on prepaid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India.
- 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 Products” shall mean all those prepaid recharge plans as specified below under the Offer details.
- d. “Eligible Subscriber” shall mean an Active Subscriber who is a prepaid customer of Vodafone India and whose number has been recharged with Eligible Products to avail the Offer. 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 India 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.

C. OFFER DETAILS – DESCRIPTION, ELIGIBLE PRODUCTS, STEPS AND RESTRICTIONS

1. DESCRIPTION

- (a) All Eligible Subscribers, whose Vodafone Number is successfully recharged with the Eligible Products through M-Pesa account or Paytm account during the validity of the offer shall be entitled to get a 100% cashback (“Cashback”) in the form of the vouchers equivalent to the value of the successful recharge of the Eligible Product.
- (b) This Offer does not apply to non-Vodafone India customers;

(c) Eligible Products:

Category	MRP	Calls	Data	SMS	National Roaming	Validity
UL 399	399	FREE Calls	1 GB/Day	100 SMS/Day	Yes	70 Days
UL 458	458	FREE Calls	1.4 GB/Day	100 SMS/Day	Yes	84 Days
UL 509	509	FREE Calls	1.4 GB/Day	100 SMS/Day	Yes	90 Days

- (d) All consumer plans are meant only for the use of retail customers and are not meant for commercial/ nonretail use. Following usage by customers will be deemed to be Commercial/ non-retail usage and shall be chargeable as per the governing policy
- (e) The Eligible Subscriber shall receive the Cashback in the form of the vouchers equivalent to the value of the successful recharge value of the Eligible Product. ("Vouchers") in Eligible Subscriber's M-Pesa or PayTM wallet associated with the Vodafone number, on which the recharge was done Vodafone India prepaid MSISDN . In case the recharge is done through M-Pesa account, the vouchers will be added to M-Pesa wallet of recharged number and in case the recharge is done through Paytm account, the vouchers will be added to Paytm Wallet of the recharged number.
- (f) The Eligible subscriber shall receive the Vouchers in his / her M-pesa or Paytm account within 24-48 hrs. of recharging its Vodafone MSISDN with the Eligible Products as mentioned hereinabove.
- (g) These vouchers are linked to the number recharged. Those customers who do not already have the applicable wallet can redeem the vouchers by – Either opening a M-Pesa or PayTM wallet, whichever is applicable, with the eligible MSISDN and do a self-recharge OR Get their number recharged thru someone else's M-Pesa or PayTM wallet, whichever is applicable.
- (h) The Eligible Subscriber shall be able to view the Vouchers at the time of any future recharges in the M-Pesa App /Mpesa website when he/she inserts his/her Vodafone MSISDN. The Eligible Subscriber shall be able to view Voucher Promo Code at the time of any future recharges in the PayTM App when he/she inserts his/her Vodafone MSISDN.
- (i) The Eligible Subscriber shall be entitled to redeem the Vouchers for any future recharges mentioned under Eligible Product only by using the M-Pesa App or M-Pesa Website or Paytm App or PayTM Website. The Eligible Subscriber can redeem a maximum of INR 50/- from these vouchers against each future recharge .The last Voucher shall be adjusted to round off the remaining balance.
- (j) The Voucher balance credited in M-pesa/ Paytm account under this Offer is NOT redeemable for cash or to be used for any other purchases by the Eligible Subscriber. Further, Eligible Subscriber cannot transfer this Voucher balance to anyone including but not limited to its bank account, other e-wallet accounts. These Vouchers are solely redeemable for recharges on the M-Pesa wallet and Paytm App on his/her Vodafone MSISDN.
- (k) The Cashback received can only be used to recharge the same number on which the first recharge was done, for which the Eligible Subscriber has received the Voucher.
- (l) The customers can redeem the vouchers on M-Pesa by selecting the vouchers during mobile recharge process, and on PayTM by entering voucher Promo code received thru SMS on customers MSISDN during the Offer Period.
- (m) The Eligible Subscriber shall have to redeem the Voucher before 31st Dec 2020 on M-Pesa and before below voucher validity date mentioned for PayTM, failing which the Vouchers shall get expired
- UL 399 : 630 days from the date of recharge during the offer period
 - UL 458 : 840 days from the date of recharge during the offer period
 - UL 509 : 990 days from the date of recharge during the offer period
- (n) Vodafone prepaid subscribers availing this Offer shall also be bound by T&C of M-Pesa App or M-Pesa website or Paytm App. For T&Cs related to M-Pesa please visit www.mpesa.in.
- (o) The Voucher balance shall be forfeited if the Eligible Subscriber ports out from Vodafone network or churns from Vodafone network or surrenders his M-Pesa wallet or Paytm account before 31st December, 2020.

- (p) Condition specific to customer recharging through M-Pesa: 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.

D. OFFER PERIOD

This is a limited period Offer by Vodafone India, available till 13th April, 2018, 11.59.59 hrs. (“Offer Period”). 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 select Indian telecom service areas as mentioned below –
- i. All Vodafone India telecom service areas within the geographical limits of India as appropriately captured below :

Assam, Delhi &NCR, Gujarat and Daman and Diu, Haryana, Karnataka, Kerala, Kolkata, Maharashtra and Goa, Mumbai, North East, Orissa, Punjab, Rajasthan, Tamil Nadu, Uttar Pradesh (East), Uttar Pradesh (West), Rest of West Bengal (Excluding Kolkata)
 - 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 India in this regard.

F. MODIFICATION OF OFFER

- a. Vodafone India 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. 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.

G. WITHDRAWAL OF OFFER

- a. Vodafone India 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.

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 participation in 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 You or any participant or third party, in connection with the Offer or arising otherwise.

- c. Vodafone India reserves the right to change, suspend, remove, extend 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.
- e. 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 India will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- 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. 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 third party content providers for availing relevant contents.
- 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.