

TERMS AND CONDITIONS GOVERNING THE NETFLIX OFFER

“SAMSUNG GALAXY NOTE9 ON VODAFONE”

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 NETFLIX INTERNATIONAL B.V. FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE INDIA AND SAMSUNG INDIA ELECTRONICS LIMITED UNDER BRAND NAME ‘SAMSUNG’ AND HAVING ITS REGISTERED OFFICE AT GOLF COURSE ROAD, SECTION-43, DLF PHASE-V, GURGAON- 122 002, HARYANA.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA PREPAID AND POSTPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS “SAMSUNG S9 AND S9+ ON VODAFONE OFFER” (“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.

B. DEFINITIONS

- a. **“Subscriber”** shall mean the rightful user of the Vodafone India mobile connection who is either on prepaid or 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 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 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 for a prepaid or a post paid plan (as the case may be) as mentioned under Annexure A below 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 of at least 18 years of age;
 - ii. Subscriber must be an Indian citizen belonging to any one of the cities / Circles of Vodafone India as mentioned herein;
 - iii. Subscriber must not have been subject of any criminal proceeding;
 - iv. Subscriber must not - be of an unsound mind; and
 - 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 purchased a ‘Samsung Galaxy Note 9 ’ device from an authorized dealer within the territory of India.
 - vii. Subscriber must have a subscription of either of the Eligible Prepaid or Post paid Plans as mentioned under Annexure A below in order to avail the Offer and continue availing the benefits thereunder.

C. OFFER DETAILS AND RESTRICTIONS

- a. **Post Paid Subscribers:** Upon purchase of a 'Samsung Galaxy Note 9 ' handset and subscription to any of Vodafone RED plan as mentioned under Annexure A, the Offer consists of a Gift Subscription Offer to Netflix "1 Screen at a time Subscription Plan" for 12 months' worth Rs. 6000. The Offer is available only for Eligible Subscribers who have subscribed for any of the RED post-paid plans - and also for specific enterprise plans as mentioned under Annexure A ("Eligible Plans" for Post Paid Subscribers)
- b. **Prepaid Subscribers:** Upon purchase of a 'Samsung Galaxy Note9 ' handset and subscription to any of Prepaid Plans (Eligible Recharges for Prepaid Subscribers) as mentioned under Annexure A, the Offer consists of extending a 10 GB data per month for 12 months:
- c. For Post Paid Subscribers, a Netflix compatible device (manufactured and sold separately by third parties) and broadband Internet connection are required to access movies and TV shows ("Netflix Contents") streamed over the Internet;
- d. The Offer is NOT available to COCP (company-owned company-paid) enterprise connections.
- e. This Gift Subscription Offer can be availed only once on a Vodafone number.
- f. Offer is not redeemable or refundable for cash, and cannot be exchanged for Netflix Gift Subscriptions;
- g. The Eligible 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;
- h. In case the value of the Netflix "1 Screen at a time Subscription Plan" increases before the Offer is redeemed, the Eligible Subscriber shall be entitled to the same plan irrespective of the price change.
- i. Netflix services are also available to Vodafone post-paid Subscribers without the Offer via their Vodafone Bill.
- j. This Offer is applicable only one (1) time for one (1) device. The Offer cannot be availed for more than one (1) time on the same device on which the Offer has already been availed. .

D. OFFER PERIOD

- a. This is a limited period offer by Vodafone India, available from 24th August, 2018, 00:00:01 hrs. until further notice ("**Offer Period**");
- b. Vodafone India reserves the right to extend or shorten the Offer Period, as it deems fit.
- c. The Offer is available to the Eligible Subscriber only up to a period of maximum twelve (12) months from the date of the subscription of the prepaid recharge or the post-paid plans as mentioned under Annexure A.

E. OFFER AREA

- a. The Offer is valid in all telecom service areas within the geographical limits of India where Vodafone India is licensed to operate.
- b. Notwithstanding the foregoing, if the operation of or availability of 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 the Offer. No further notice shall be given by Vodafone India or Netflix 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 Eligible Subscribers availing this Offer.
- b. The Offer for Post Paid Subscribers shall automatically stand withdrawn and discontinued if the Eligible Subscriber:
 - moves out of his home network of Vodafone;
 - subscribes to a post paid plan below RED 999
 - shifts to a prepaid plan
 - deactivates Vodafone connection and ports out to another telecom operator
- c. The Offer for Prepaid Subscribers shall automatically stand withdrawn and discontinued if the Eligible Subscriber:
 - moves out of his home network of Vodafone;
 - recharges for a data plan for an amount below Rs. 198
 - Shifts subscription to a prepaid plan
 - deactivates his Vodafone connection and ports out to another telecom operator
- d. The Offer will be withdrawn if the Eligible Subscriber is not availing it on Samsung Galaxy Note 9 Device .

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 Eligible Subscriber 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. You agree that Vodafone is not the owner of Netflix Contents and has no control or editorial rights over Netflix Contents. Vodafone 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 of request will be entertained by Vodafone.

- e. Vodafone India has no liability against any claims arising out of or in connection with the use of the Netflix 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 Offer or the Netflix Content.
- d. 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 Eligible Subscriber in breach.
- e. The Subscribers shall escalate to Samsung India for any claims, issues, damages or losses with regards to the quality or functionality or merchantability or fitness of use of the 'Samsung Note9' purchased by the Eligible Subscriber for this Offer and the same shall 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. Samsung India Electronics Limited 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 of the devices purchased by the Eligible Subscriber under this Offer. Vodafone India shall have the right to defend themselves, pursuant to this clause, at the cost of Samsung India 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. The Eligible 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/termsfuse>, which are independent of these Terms and Conditions;
- h. 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.
- i. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- j. 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>.
- k. 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 Netflix or other third party content providers for availing relevant contents.

- l. 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.
- m. 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.
- n. If any part of these Terms and Conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.
- o. SUBSCRIBER QUERIES: Any questions or concerns about these Terms and Conditions of use may be brought to our attention by e-mail / phone/ visiting website page. Subscriber(s) should read the Terms & Conditions each time before Subscriber(s) use services offered by Vodafone. Any questions or concerns should be brought to our attention via e-mail by visiting our 'Contact Us' page, and providing us with information relating to Subscriber(s) feedback, comments and / or service related issue, if any. The Subscriber(s) may also call the Toll Free number 199.
- p. You agree that you have read, understood and voluntarily agree to these Terms and Conditions mentioned and stated herein.

ANNEXURE A

(I) ELIGIBLE PLANS FOR POSTPAID SUBSCRIBERS

| Plan Name | Plan type |
|-------------------------|-----------|
| Red 1299_Individual | Consumer |
| Red 1599_Individual | Consumer |
| Red 1999_Individual | Consumer |
| Red 999_Individual_New | Consumer |
| Red 1299_Individual_New | Consumer |
| Red 1699_Individual_New | Consumer |
| Red 1999_Individual_New | Consumer |
| RED 999 | Consumer |
| RED 1299 | Consumer |
| RED 1699 | Consumer |
| RED 1999 | Consumer |
| RED 2999 | Consumer |
| RED 999 Unlimited | Consumer |
| RED 1299 Unlimited | Consumer |
| Red 1699 Unlimited | Consumer |
| Red 1999 Unlimited | Consumer |
| Red 2999 Unlimited | Consumer |
| RED Traveler L | Consumer |
| RED International R | Consumer |
| RED International M | Consumer |
| RED International L | Consumer |
| RED Signature | Consumer |
| RED Traveler-L | Consumer |
| RED-Traveler L | Consumer |
| RED-International R | Consumer |

| | |
|--------------------------|------------|
| RED-International M | Consumer |
| RED-International L | Consumer |
| RED-Signature | Consumer |
| Red4Business-Executive_L | Enterprise |
| Red4Business_Elite-R | Enterprise |
| Red4Business_Elite-M | Enterprise |
| Red4Business_Elite-L | Enterprise |
| Red4Business-Esteem | Enterprise |
| Red4Business_Elite_R | Enterprise |
| Red4Business_Elite_M | Enterprise |
| Red4Business_Elite_L | Enterprise |
| Red4Business_Esteem | Enterprise |
| Red4Business_Executive_L | Enterprise |

(II) ELIGIBLE RECHARGES FOR PREPAID SUBSCRIBERS

| Circle | MRP1 | MRP2 | MRP3 | MRP4 | MRP5 | MRP6 | MRP7 | MRP8 | MRP9 | MRP10 | MRP11 | MRP12 | MRP13 | MRP14 |
|-------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|
| Chennai | 229 | 292 | 344 | 444 | 495 | 558 | 199 | 198 | 347 | 458 | 509 | 399 | - | - |
| Karnataka | 229 | 302 | 353 | 445 | 496 | 555 | 198 | 348 | 458 | 509 | 399 | 199 | - | - |
| ROTN | 229 | 292 | 344 | 444 | 495 | 558 | 199 | 198 | 347 | 458 | 509 | 399 | - | - |
| Odisha | 229 | 351 | 445 | 495 | 555 | 198 | 349 | 458 | 509 | 399 | 199 | - | - | - |
| Assam | 229 | 292 | 345 | 445 | 495 | 559 | 198 | 349 | 458 | 509 | 399 | 199 | - | - |
| ROB | 229 | 299 | 343 | 445 | 493 | 553 | 198 | 346 | 458 | 509 | 399 | 199 | - | - |
| Rajasthan | 229 | 295 | 346 | 445 | 495 | 555 | 198 | 348 | 458 | 509 | 399 | 199 | - | - |
| Kerala | 229 | 345 | 445 | 495 | 555 | 198 | 348 | 458 | 509 | 399 | 199 | - | - | - |
| NE | 229 | 292 | 345 | 445 | 495 | 559 | 198 | 349 | 458 | 509 | 399 | 199 | - | - |
| Kolkata | 229 | 299 | 346 | 446 | 496 | 557 | 198 | 347 | 458 | 509 | 399 | 199 | - | - |
| Delhi | 229 | 294 | 346 | 445 | 496 | 556 | 199 | 198 | 348 | 458 | 509 | 399 | - | - |
| Haryana | 229 | 298 | 348 | 448 | 498 | 558 | 198 | 344 | 458 | 509 | 399 | 199 | - | - |
| Punjab | 229 | 301 | 342 | 375 | 445 | 475 | 495 | 558 | 198 | 349 | 458 | 509 | 399 | 199 |
| UPE | 229 | 295 | 495 | 545 | 198 | 348 | 458 | 509 | 399 | 199 | - | - | - | - |
| UPW | 229 | 299 | 346 | 445 | 495 | 554 | 199 | 357 | 198 | 458 | 509 | 399 | - | - |
| Gujarat | 229 | 293 | 345 | 445 | 501 | 559 | 198 | 348 | 458 | 509 | 399 | 199 | - | - |
| Mumbai | 229 | 445 | 495 | 554 | 198 | 348 | 458 | 509 | 399 | 199 | - | - | - | - |
| Maharashtra | 229 | 293 | 345 | 445 | 495 | 554 | 198 | 349 | 458 | 509 | 399 | 199 | - | - |