

TERMS AND CONDITIONS GOVERNING THE OFFER "FREE Data with 4G Smartphone Upgrade"

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") FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE INDIA.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POSTPAID SUBSCRIBERS PARTICIPATING IN THE OFFER KNOWN AS "FREE Data with 4G Smartphone Upgrade" ("OFFER") DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "Free Data with 4G Smartphone Upgrade". 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 postpaid 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 Postpaid Subscriber of Vodafone India who has availed 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 cities / Circles 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;
 - 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 into any contractual relationship;
 - v. Subscriber must have an active Vodafone India 4G Sim;

- vi. Subscriber must complete 90(ninety) days on Vodafone Network at the time of Offer start date ;
- vii. Subscriber must complete the Offer Activation Steps as mentioned hereinbelow during the Offer Period; and
- viii. Subscriber must upgrade their 2G/3G handset to 4G handset during the Offer Period
- ix. Subscriber should not have been a 4G user already in the past- i.e., in the last 60 days should be on Non 4G for at least 45 days
- x. Subscriber is eligible for this offer only when he is on a select RED plan. An indicative list of RED Plans is enclosed herewith and marked as Annexure – A.

C. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

1. Every **Eligible Subscriber**, who shifts from a 2G/3G handset to any 4G handset during the Offer Period and is on any RED plan, gets additional **10GB FREE data for next 3 bill cycles**.
2. An indicative list of RED Plans is enclosed herewith and marked as Annexure - A. Vodafone India 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 India website shall be additionally applicable to this Offer.
3. Offer **Activation Steps**:
 - 3.1. Upgrade from a non-4G phone to a 4G Handset (new or old)
 - 3.2. You can check your eligibility and claim the free data benefits in two simple ways:
 - Call 51111 (Tollfree)
 - My Vodafone App: All eligible customers will be able to view this on their Best Offers page where they can Opt-in for the same.
 - 3.3 Eligible Subscriber shall receive a confirmation SMS sent post activation of the Offer.
4. Offer benefits for all Eligible Subscribers will be provisioned within 24 hours .

5. Restrictions:

- 5.1 All consumer plans are meant only for the use of retail customers and are not meant for commercial/ nonretail use. any of such usage by Eligible Subscribers will be deemed to be commercial/ non-retail usage and shall be chargeable as per the governing policy. These RED Plans mentioned herein are not intended for commercial usage

D. OFFER PERIOD

- a. This is a limited period offer by Vodafone India, available from 10th Apr 2018, 00:00:01 hrs. until revoked by Vodafone ("**Offer Period**").
- b. Vodafone India reserves the right to extend or shorten the Offer Period, as it deems fit.

E. Unreasonable use

1. It is unreasonable use of the Service/Promotion where Your use of the Service/Promotion is reasonably considered by Vodafone to be fraudulent use, to be contrary to the way the

Service/Promotion is intended to be used (“Intended Use”), or to adversely affect the Vodafone 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.

F. OFFER AREA

The Offer is valid across Vodafone circles in India except Andhra Pradesh & Telangana, Bihar, Madhya Pradesh, J&K and Himachal Pradesh post fulfilling all the eligibility criteria.

G. 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.

H. 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.

I. 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 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. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes (if any) 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.
- e. 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.

J. 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.

Annexure – A

Pls find below an indicative list of RED Plans on which this offer is applicable

Plan	Tariff Rental
RED-Basic	399
RED-Traveler R	499
RED-Traveler M	699
RED-Traveler L	999
RED-International R	1299
RED-International M	1699
RED-International L	1999
RED-Signature	2999