

TERMS AND CONDITIONS GOVERNING THE OFFER “#RechargeforGood”

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 IDEA LIMITED (“VIL”) FOR THE ELIGIBLE SUBSCRIBERS OF IDEA BRAND.

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

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “#RechargeforGood”. 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 VIL - Vodafone mobile connection who is on prepaid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL.
- b. “**ActiveSubscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of VIL on a regular basis for purposes other than to participate in any offer or contest offered by VIL.
- 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 VIL and who is recharging other prepaid Vodafone Subscribers of his choice 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 VIL 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.
 - v. Must be of at least 18 years of age as on 8-April-2020 (an Indian Adult)
 - vi. Subscribers must be a registered user in MyVodafoneApp (MVA);
 - vii. Subscriber must ensure proper due diligence in recharging for others and ensure that Subscriber has necessary authorisation / consent from such other subscribers whose number has been recharged.
 - viii. Subscriber must take full responsibility of the individual whose number being recharged and also the responsibility of any error on his/her part in feeding the number for recharge, shall be solely on his/her account.

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

1. DESCRIPTION

- (a) Existing or New Customers (referred to as Party-A) on MVA (in the logged-in journey) doing recharges of Eligible Products through MVA for other prepaid Vodafone Customers (referred to as Party-B) within the Offer Period will get Cashback.
- (b) VIL is providing a FLAT Cashback in the form of discount vouchers on specified Hero Recharges, to be redeemed when the Eligible subscriber does next recharge of his / her own mobile number: (which are as mentioned) Rs.149/199/219/249/299/398/399/499/555/599 and for all other recharge denominations mentioned below, slab based cash back in the form of discount vouchers will be provided.
- (c) This Offer does not apply to non-VIL customers.

2. Cash back and Discount Voucher grid:

Hero Recharge Cash Back and Discount Voucher Grid:

MRP	Cashback	Coupon
149	10	10X1
199	10	10X1
219	10	10X1
249	15	15X1
299	20	10X2
398	25	25X1
399	25	25X1
449	30	10X3
499	30	10X3
555	30	10X3
599	40	10X4

Cash Back - Discount Voucher Grid for all other recharge MRPs not included above:

Cumulative MRP	Cashback	Coupon	Additional Details
250	10	10X1	
500	25	25X1	if Eligible subscriber has obtained discount voucher of Rs.250 slab, then he/she will receive a coupon of Rs 15 only
1000	50	25X2	if Eligible subscriber has obtained discount voucher of Rs.500 slab, then he/she will receive a coupon of Rs 25 only
2000	100	25X4	if Eligible subscriber has obtained discount voucher of Rs.1000 slab, then he/she will receive only 2 coupons of Rs 25 only

The value of any Hero Recharges done by an Eligible Subscriber will not be considered for calculating the discount slab as per table above.

- (d) All consumer plans are meant only for the use of retail customers for non-commercial usages 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 Subscribers Party-A, will receive the cashback Voucher as per the cashback grid:

- i. For Hero Recharge MRPs, Party-A will be simply eligible for designated cash back in the form of Discount Voucher.
 - ii. For all other MRPs, Party-A will become eligible for cashback discount vouchers once s/he achieves the threshold.
 - iii. Customer subject to threshold criteria, may be eligible for multiple vouchers on a single day or over the entire campaign
- (f) Party-A(Eligible party) , shall receive the Cashback in the form of the discount vouchers redeemable during next recharge of his own mobile number .
- (g) The discount vouchers shall be sent in Eligible Subscriber's MyVodafoneApp ("MVA") associated with the Vodafone number through which the recharge was done during the offer period.
- (h) The Eligible subscriber shall receive the Vouchers in his /her MVA account, the Vouchers will be provided within 96hours of meeting the eligibility criteria.
- (i) The maximum cashback in the form of the discount voucher that the Eligible Subscriber can be entitled to via this offer, is of Rs 100
- (j) The Eligible Subscriber shall be able to view the Vouchers at any time in his MVA.
- (k) The Eligible Subscriber shall be entitled to redeem the Vouchers for any future recharges of Rs.49 or above, for their self-recharge only (i.e. only for Party-A msisdn recharge and only against that MSISDN through which recharge was done for Party B) and only by using MVA. The Eligible Subscriber at a time can redeem a single Voucher against single self-recharge.
- (l) The Voucher balance credited in MVA 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 or other MSISDNs in the name of Eligible Subscriber. These Vouchers are solely redeemable for recharges on his/her Idea MSISDN through MVA.
- (m) The Eligible Subscriber shall have to redeem the Vouchers on or before 180 days from the day of obtaining the discount voucher. Unless the vouchers are redeemed as per process, the same shall expire automatically without any further communication and no request of extension shall be entertained.
- (n) The Voucher balance can only be redeemed against recharge of Eligible Subscribers Vodafone mobile number only and the Voucher shall lapse if the Eligible Subscriber ports out from Vodafone network or churns from Vodafone network.

D. OFFER PERIOD

This is a limited period Offer by VIL, available till 31st May 2020, 23.59.59 hrs ("Offer Period"). VIL 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 VIL telecom service areas within the geographical limits of India as appropriately captured below :

Andhra Pradesh, Telangana, Assam, Delhi &NCR, Gujarat and Daman and Diu, Haryana, Kolkata, Mumbai, Maharashtra and Goa, North East, , Rajasthan, Tamil Nadu, Uttar Pradesh (East), Uttar Pradesh (West), Rest of West Bengal (Excluding Kolkata), Kerala, Karnataka, Madhya Pradesh, Odisha, Himachal Pradesh, Bihar, Jammu & Kashmir, Ladakh.
 - 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 VIL in this regard.

F. MODIFICATION OF OFFER

- a. VIL 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 VIL 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. VIL 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. The employees of VIL and their group companies, affiliate or associate companies shall not be eligible to participate in the Offer.
- b. 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. VIL shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
- c. VIL 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 VIL, 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.
- d. VIL reserves the right to change, suspend, remove, extend or disable access to the Offer at any time without notice. In no event will VIL be liable for the removal of or disabling of access to the Offer. VIL may also impose limits on the use of or access to the Offer, in any case and without notice or liability. Under this Offer, VIL's responsibility shall only be limited in providing Telecom Service on VIL'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. VIL 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 VIL, 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 VIL may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. VIL shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.
- g. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Offer including but not limited to any technical failures in the mobile connectivity, internet connectivity. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL.

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 VIL, 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 VIL.
- 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 VIL 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 VIL 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 <https://discover.vodafone.in/privacy-policy>
- j. You agree that VIL 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 VIL and to any third party content licensor to VIL 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 herefrom will be referred to a sole Arbitrator to be appointed by VIL whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.