

## TERMS AND CONDITIONS GOVERNING THE OFFER “Rewards on Recharges”

### 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 Kinobeo Software Private Limited, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT Building No. 40 ,Okhla Phase 3, Okhla Industrial Area, New Delhi -110020, India, INDIA (HEREINAFTER REFERRED TO AS “ORGANIZER”) FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE INDIA.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA PREPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS REWARDS ON RECHARGES (“Offer”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS REWARDS ON RECHARGES. 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 done a prepaid recharge on Vodafone website. 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-states** of Vodafone India as mentioned herein;
    1. Gujarat
    2. UPW
    3. Karnataka
    4. Orissa
    5. Punjab
    6. Chennai/Tamil Nadu
    7. Delhi
    8. Assam
    9. Andhra Pradesh
    10. Madhya Pradesh
    11. Rajasthan
    12. JnK
    13. Kerala
    14. Kolkata

- 15. Mumbai
- 16. UPE
- 17. Maharashtra
- 18. Haryana
- 19. Bihar
- 20. North East
- ~~21.~~           Himachal Pradesh
- ~~22.~~           West Bengal

- 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. Subscriber has done a prepaid recharge on Vodafone Website.

### **C. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

- a. Subscriber visits Vodafone website and does prepaid recharge of any amount
- b. Once recharge is done successfully, subscriber shall be redirected to a coupons store page, which is hosted by our third party partner-ies.
- c. Subscriber can select coupons of various merchants worth the recharge amount he/she has done on Vodafone website
- d. On selecting the coupon, the coupon code/promo code will be sent to the subscriber through SMS
- e. In case of an online coupon code, subscriber can apply the promo code/coupon code in the partner's online platform
- f. In case of an offline coupon code, subscriber can use the promo code/coupon code in his/her visit in partner's physical store/shop/location
- g. VODAFONE INDIA shall not be responsible for third party products, services and offers.
- h. Any claims, issues, damages or losses with regards to the quality or functionality of any third party product/services will be the sole liability of the manufacturers, providers or dealers of the said product/services. Vodafone India will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Subscriber.

### **D. OFFER PERIOD**

- a. This is a limited period offer by Vodafone India, available from .....18-05-2018, 00:00:01 hrs. ("**Offer Period**");
- b. 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 cities / states/ telecom service areas as mentioned below :
  - 1. Gujarat
  - 2. UPW
  - 3. Karnataka
  - 4. Orissa
  - 5. Punjab
  - 6. Chennai/Tamil Nadu
  - 7. Delhi

8. Assam
9. Andhra Pradesh
10. Madhya Pradesh
11. Rajasthan
12. JnK
13. Kerala
14. Kolkata
15. Mumbai
16. UPE
17. Maharashtra
18. Haryana
19. Bihar
20. North East
21. Himachal Pradesh
22. West Bengal
- 22.

- b. Notwithstanding the foregoing, if the operation of or participation in the Competition 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 participate in the Competition. No further notice shall be given by Vodafone India or Organizer in this regard.

#### **F. MODIFICATION OF OFFER**

- a. Vodafone India and the Organizer 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](http://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 or the Organizer reserve 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 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. The Subscribers shall escalate to the Organiser any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded (if any) under this Offer. 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.

## **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 the Organizer or any third party under this Offer.
- 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.