

ERMS AND CONDITIONS GOVERNING THE OFFER “Additional Talk Time with selected feature phones”

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 S MOBILE (TRANSSION HOLDING) UNDER BRAND NAME ‘ITEL and ‘SPICE’ A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT NOIDA , UP-201301, and HMD INDIA PRIVATE LIMITED, UNDER BRAND NAME ‘NOKIA’ A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT 118-A, 1ST FLOOR, SATYA CIVIL LINES, NEAR CIVIL HOSPITAL, GURGAON – 122001, and JAINA INDIA PRIVATE LIMITED UNDER BRAND NAME ‘KARBON’ A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT D170 , OKHLA PHASE 1 , DELHI – 110 020, and INTEX TECHNOLOGIES PRIVATE LIMITED UNDER BRAND NAME ‘INTEX’ A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT A64 , PHASE II , OKHLA INDUSTRIAL ESTATE , DELHI -110 020, and TELECARE INDIA PRIVATE LIMITED UNDER BRAND NAME ‘ZEN’ AND HAVING ITS REGISTERED OFFICE AT RZ340A , GALI NO.11D , KAILASHPURI EXTENSION , PALAM ,NEW DELHI – 110 045, 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 “**Additional Talk Time with Selected Feature Phones Offer**” (“Offer”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “ADDITIONAL TALK TIME WITH SELECTED FEATURE PHONES”. 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 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 purchased any of the feature phone models mentioned herein below and recharges in the manner specified 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 telecom circles of Vodafone India;
 - 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.

C. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

- a. Vodafone India offers Rs. 50 additional talk time (talk time has a validity of thirty (30) days) till eighteen (18) months on a cumulative recharge (other than the ones mentioned in exclusion list) of Rs 100 or more per month.
- b. Customer can do any voice/data/sms/unlimited pack/daily/weekly/fortnightly/Monthly or combination of Voice & Data
- c. A customer can avail the Offer by buying the following models of ITel/spice/intex/karbon/Zen/Nokia handsets .
- d. We have a separate Offer for Nokia selected Models as well on which recharge of Rs50 for 12 Months shall provide the Eligible Subscriber with Rs600 Talk time Free
- e. The Eligible Subscriber must have purchased the handset during Offer Period.
- f. The Offer is applicable only for Vodafone prepaid Subscribers buying select models of ITel/Spice/Intex/Karbon/Zen/Nokia handsets as mentioned herein.
- g. The Eligible Subscriber needs to do a recharge worth Rs 100 or more (including cumulative recharges) for eighteen (18) calendar months The customer would be eligible for additional talk time worth Rs. 50 per month and to avail this benefit , customer needs to do one time optin by dialling *444*900# within 90 days from the date of activation .
- h. In case a customer does a recharge less than Rs 100 in any of the eighteen (18) months, he / she will not be eligible for additional talk time of Rs.50/- in that month.

D. OFFER PERIOD

- a. This is a limited period offer by Vodafone India, available from 12st of March 2018, 00:00:01 hrs. till 31st Aug 2018, 23:59:59 hrs., both days inclusive ("**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 / telecom service areas as mentioned below –
 - i. Delhi, Mumbai , Maharashtra & Goa , Gujrat , Rajasthan , Tamilnadu , Chennai , Karnataka , Andhra Pradesh , Madhya Pradesh & Chhattisgarh , UP West , UP East , Haryana ,Bihar ,Odisha ,Kerala , Kolkata ,Rest of West Bengal , Assam , North East , Punjab , Himachal Pradesh , Jammu Kashmir
 - 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 or avail the benefits of the Offer. No further notice shall be given by Vodafone India or ITEL/Spice/Karbon/Intex/Zen or Nokia in this regard.

F. MODIFICATION OF OFFER

- a. Vodafone India and ITEL/Spice/Karbon/Intex/Zen/Nokia 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 or respective brands (IteL/Spice/Karbon/Intex/Zen/Nokia) 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 Eligible 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 Services on Vodafone India's network for Eligible Subscribers availing this Offer.
- d. The Subscribers shall escalate to ITEL/Spice/Karbon/Intex/Zen/Nokia (as the case may be for ITEL/Spice/Karbon/Intex/Zen/Nokia respectively) for any claims, issues, damages or losses with regards to the quality or functionality or merchantability or fitness of use of the handsets purchased by the Subscriber under this Offer and the same shall be the sole liability of the manufacturers of ITEL or Spice or Karbon or Intex or Zen or Nokia, as the case may. 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 ITEL, Spice, Intex, Karbon or Zen or Nokia 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.
- m. 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.
- n. 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. You agree that you have read, understood and voluntarily agree to these Terms and Conditions mentioned and stated herein.

[Brandwise Model Details.xlsx](#)