

**TERMS AND CONDITIONS GOVERNING THE
"VODAFONE SURPRISES RECHARGE CAMPAIGN OFFER"**

A. INTRODUCTION

THIS **VODAFONE SURPRISES RECHARGE CAMPAIGN OFFER** (HEREINAFTER "**OFFER**") IS OPTIONAL FOR **VODAFONE IDEA LIMITED** (HEREINAFTER REFERRED TO AS "**VODAFONE IDEA/VIL**") SUBSCRIBERS OF VODAFONE BRAND. THE ELIGIBLE SUBSCRIBER/S PARTICIPATING IN THE OFFER SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE OFFER

A. DEFINITIONS

a. "**Eligible Subscriber/Subscriber/You**" shall mean a subscriber in whose name the mobile phone number under Vodafone brand Subscriber Identity Module (SIM) is registered with VIL.

B. OFFER DETAILS

i) **Offer Period: This Offer is valid only for a day i.e. 9th July 2020.** VIL reserves the right to extend or shorten the Offer Period, as it deems fit. If, in any State and/or territory or part thereof, the running of this Offer is prohibited as per local rules or laws, the Eligible Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Offer. No further notice shall be given by VIL, in this regard.

ii) All customers recharging with a pack that ends in 9 will be eligible for the offer. Eligible packs are : 19/39/49/79 / 299 / 449 / 699 / 149 / 219 / 249 / 399 / 599 / 129 / 2399 / 1499 / 379 / 19 / 199 / 49 / 79

iii) **Offer Description and Gratification:**

- Eligible Subscriber to do a recharge on **9th July 2020**, through My Vodafone App ("MVA") or Vodafone website.
- On completion of the transaction, all such Subscribers who have done the recharge during the above mentioned date shall get discount on Health Checks on Mfine App.
- [*] Offer is applicable only on consulting with doctors & health checks.
- [*] Offer is valid once per user.
- [*] Minimum booking amount for health checks is Rs.500.
- [*] The discount coupon to be availed within a period of 2 days from the above mentioned date

C. OTHER CONDITIONS:

- a. Multiple participation of the same individual through single or multiple MSISDNs will be disallowed. If in case it is found that the winner is the same individual who has used single or multiple MSISDNs then only one MSISDN will be chosen.
- b. Participant should not do any reverse engineering, hacking or bugging of the Offer page to manipulate its operation;
- c. The prize is as stated and no cash or other alternatives or upgradation will be offered. The prizes are not transferable. Prizes are subject to availability and VIL reserves the right to substitute any prize with another of equivalent value without giving notice.
- d. The winner agrees to participate in all promotional activity relating to the Offer and further consents to VIL using his/her name, likeness, photo, image, and/or voice to picture, tape or portray him/her as a winner in any or all media.
- e. **The information provided through Mfine App (hereinafter "App") and its content is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counsellor, mental health practitioner, licensed dietitian or nutritionist or any other licensed or registered health care professional. Do not disregard professional medical advice or delay seeking professional advice because of information you have read on the App, its Content. Do not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other health care professional. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly. Any action you take upon the information you find**

on the App, is strictly at your own risk. VIL will not be liable for any losses and/or damages in connection with your use of the App. All incidental costs/taxes/levies related to the gratification(s), if any, shall be exclusively borne by the winner.

- f. The Offer cannot be used in conjunction with any alternative challenge or promotion.
- 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.
- h. The participant hereby agrees and undertakes not to hold VIL and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that you may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and/or on account of this Offer.
- i. The employees of VIL and their group companies, affiliate or associate companies shall not be eligible to participate in the Offer.
- j. The prizes shall be given by VIL to the winners through MVA
- k. 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 the third party to avail this Offer.
- l. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form and the terms and conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- m. 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.
- n. VIL shall also provide its services independent of this Offer and you may choose any other mode of payment towards the recharge.
- o. VIL reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, other terms & conditions and gratification(s) at their sole discretion at any time during its validity. You are therefore advised to check the App or Website regularly for any update(s) or amendment(s) made to these terms and conditions.
- p. VIL also reserves the right to cancel the Offer if circumstances arise outside of its control.
- q. These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by VIL whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Mumbai. The language of Arbitration Proceeding shall be English.