

TERMS & CONDITIONS of the Vodafone ASUS Offer

A. Preliminary

1. This offer (“Offer”) is being run by Vodafone India Limited (“Vodafone”) in association with Flipkart Internet Private Limited on www.flipkart.com, Flipkart mobile app and Flipkart mobile site (collectively “Platform”), which Platform is owned and operated by Flipkart Internet Private Limited (“Flipkart”, “We” or “Our”). This is a pan India Offer and all the Eligible Customers (as defined below) can participate in this Offer.
2. By participating in this Offer, you (“You” or “Your”) agree to be bound by:
 - a. these terms and conditions (“T&C”);
 - b. the Terms of Use, Privacy Policy, and other relevant documentation including any modifications, alterations or updates thereof, that are published on the Platform; and
 - c. all applicable terms and conditions of Vodafone.

B. Offer Details

1. Offer is valid from 2ND OF May 2018 (00:00 hrs) to July 31st, 2018 (23:59 hrs) (“Offer Period”).
2. To avail this Offer, You must do/ fulfil the following criteria's:
 - a. You should be a Pre-paid/ Post-paid customer of Vodafone with a valid Vodafone SIM card.
 - b. You should purchase the applicable device on offer at www.flipkart.com.
 - c. In case of Prepaid, Customer has to recharge with Rs.199 or above unlimited recharges as mentioned in Annexure below every month to get 10GB Data per month for 12 months.
 - d. In case of Post-paid, Customer has to be on any red plan of 399 & above to get additional 10GB Data per month for 12 months
 - e. Over & above Post-paid Red customer with 499 & above plan will be eligible to get Device insurance offer (Offer referred as “Red Shield”) and the details of the Offer is as below :-
 - i) Benefits of RED Shield - RED Shield Device Security offers protection from:
 - Accidental Damage – Physical or Liquid
 - Virus, Malwares and TrojansAlso provides extended warranty. i.e. after completion of manufacturer’s warranty period of 1 year, RED shield will provide extended warranty.
 - ii) Eligible customers would need to download the RED shield device security App & register their device to obtain the RED Shield device security certificate.
 - iii) Device Security Solutions (“Product”) are available free of cost for one year to customers availing the below mentioned RED Plans, for a handset import/manufacture date less than 24 months old as on the date of claim. The handset must be purchased from an authorized seller in India and in perfect working condition at the time of registration for Red Shield. The subscription expires after the period of one year.
 - iv) All benefits under Red Shield shall be null & void in case the subscription is deactivated on account of change in plan, voluntary opt out, suspended & port out.
 - v) RED Shield is a third party application brought to you by Shotformats Digital Productions Pvt. Ltd. (“Shotformats”). Vodafone India Limited (VIL) and Vodafone Mobile Services Limited (VMSL) (collectively “Vodafone”) are only distributing the Product and will not be responsible or liable in any manner for any loss or damage suffered by you while using RED Shield.
 - vi) Vodafone 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 Shotformats for availing RED Shield - Device Security Solution.
 - vii) Vodafone is distributing the Product only and shall not be responsible for any Product liability, defect, non-performance or application / service-related issues related to the Product. All such issues or disputes will be directly settled between you and Shotformats. No such complaint of request will be entertained by Vodafone.

- viii) For availing benefits of this offer (including settlement of claims) You shall have to agree to separate terms and conditions of Shotformats which are independent of these terms and conditions. For detailed terms and conditions governing the use of RED Shield Application Software and claims thereunder, please refer to the RED Shield App.

3. Youth Offer (Offer Referred as “ Shake Offers”)

- a. “Eligible Subscriber” shall mean an Active Subscriber of Vodafone India who is between the age group of 18 to 24 as per the POI submitted at the time of SIM purchase, and has an active Vodafone prepaid connection.

b. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

1. The Eligible Subscriber shall download MVA on their phone.
2. Register on the MVA using active Vodafone India connection
3. Click on the “Shake” entry banner or go the Vodafone U Shake section through the menu;
4. On the next screen, subscriber has to shake the phone to reveal the offers.
5. Shake section will be available only on Wednesday, Thursday and Friday of every week. On other days of the week, subscriber will see a countdown timer to next Wednesday.
6. Eligible Subscribers will see up to 3 types of offers within the Vodafone U Shake section of MVA:

(I) 121 Made for U offers –

- a. Exclusive 121 offers available to Eligible Subscribers. These offers are exclusively created for the Shake section and are not available through any other channel. This may change in future at Vodafone’s discretion. These offers can be purchased any time on Wednesday, Thursday or Friday. There is no limit on the number of times these offers can be purchased. Extra benefits will be provided only if the pack is purchased through the Shake section on MVA. The detailed terms and conditions of “Made For You/121 Offers” are available at https://www.vodafone.in/documents/pdfs/contest/Offer_End_User_TC_121Offers.pdf

(II) Deals for U –

- Discount vouchers on favorite brands of youth like Pizza Hut, Saavn, Lakme etc.
- Eligible Subscribers can choose up to three offers in a week.
- An offer can be availed only once and will be guided by the terms & conditions shown on the MVA at the time of availing the coupon code.
- Eligible Subscribers can redeem these discount codes at the partner site or physical outlets, as applicable.
- Vodafone India does not take any responsibility for loss or misuse of the voucher code(s). Vodafone India will not be able to resend the voucher code(s) to the customer in case of loss or misuse.
- Vodafone India does not take any responsibility or any liability of any third party product or services.
- Any queries, complaints or dispute shall be addressed by 4 Minute Mile Marketing Services Pvt. Ltd at 022-69909901
- Vodafone India shall not entertain any queries, complaints or dispute related to such third party product or service.

1. **Hacks for U** – Subscribers will get one (1) hack per week. These will be ideas or information pieces which will help the subscribers in maximizing value from their limited resources. No monetary benefit will be given in this section. You understand and acknowledge that these are general information and Vodafone India shall not take any responsibility whatsoever with respect to the content of such ideas/information.

Other Terms & Conditions

1. 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, as it may in its sole and absolute discretion decide..
2. You acknowledge and confirm that You are aware of the nature of telecommunications/ internet services and that an email transmission may not be received properly and may be read or be known to any unauthorised persons. You agree to assume and bear all the risks involved in respect of such errors and misunderstanding and Flipkart or Vodafone shall not be responsible in any manner.
3. This Offer benefit cannot be transferred, substituted or encashed.
4. You are not bound in any way to participate in this Offer. Any participation is voluntary and this Offer is being made purely on a best effort basis and subject to acceptance of these T&Cs. Your participation in this Offer is voluntary and You expressly agree to avail this Offer at Your sole risk. Neither Vodafone nor Flipkart shall be responsible for any loss, injury or any other liability to You arising due to participation in this Offer.
5. Flipkart and Vodafone reserve the right to disqualify You from the benefits of this Offer, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the said Offer.
6. This Offer shall be subject to force majeure events and on occurrence of such an event, this Offer may be withdrawn at the discretion of Flipkart and Vodafone.
7. You hereby agree to indemnify and keep Vodafone and/ or Flipkart harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Vodafone and/or Flipkart as a consequence of (i) violation of terms of this T&C by You; (ii) violation of applicable laws; (iii) any action or inaction resulting in willful misconduct or negligence, on Your part.
8. These T&C shall be governed in accordance with the applicable laws in 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 whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
9. This Offer shall be subject to the Income-Tax Act, 1961 and all disbursements shall be subject to TDS, as applicable.
10. This document is an electronic record in terms of Information Technology Act, 2000, and the Rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
11. Any claims, issues, damages or losses with regards to the quality or functionality of the smart phones purchased to participate in this Offer will be the sole liability of the manufacturers and Flipkart. Vodafone will not will have any responsibility related to the same and will not entertain any query or complaint of the Eligible Customers.
12. Vodafone 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 this Offer and/or any delay or failure to avail this 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 T&Cs herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone, 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 You or any third party, in connection with this Offer or arising otherwise.
13. 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.
14. The T&Cs stated herein shall not override the terms and conditions of the Customer Application Form.
15. Failure by Vodafone to enforce any of the T&Cs in any instance shall not be deemed to be a waiver of those T&Cs and shall not give rise to any claim by any person.
16. You may contact Vodafone customer care regarding any queries pertaining to the cash back. Flipkart shall be responsible for handling any queries, complaints of Eligible Customers related to your purchase on Flipkart.
17. You hereby authorize Vodafone to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail this 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>.

18. You agree that Vodafone 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.
19. By participating in this Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone and to any third party content licensor to Vodafone that is made available through this Offer.
20. Vodafone and Flipkart reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw this 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 You availing this Offer.
21. If Vodafone modify these T&Cs, 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 T&Cs and in the event the modified or amended T&Cs 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 T&Cs.

ANNEXURE A

1) ELIGIBLE PLANS FOR POSTPAID SUBSCRIBERS FOR RED SHIELD

Plan Name	Monthly Rental (Rs)
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
RED Traveler-R	499
RED Traveler-M	699
RED Traveler-L	999
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
Red4Business_Executive_R	499
Red4Business-Executive-R	499
Red4Business_Executive_L	999
Red4Business_Executive_M	699
Red4Business-Executive-M	699

Red4Business-Executive-L	999
Red4Business_Elite_M	1699
Red4Business_Elite_R	1299
Red4Business-Elite-M	1699
Red4Business-Elite-R	1299
Red4Business_Esteem	2999
Red4Business_Elite_L	1999
Red4Business-Elite-L	1999
Red4Business-Esteem	2999
Red4Business-Executive_L	999
Red4Business-Executive_M	699
Red4Business-Executive_R	499
RED4BUSINESS_EXPATS_3999	3999
Red4Businesss_Executive_R	499
Red4Businesss_Executive_M	699
Red4Businesss_Executive_L	999
Red4Businesss_Elite_R	1299
Red4Businesss_Elite_M	1699
Red4Businesss_Esteem	2999