

## Terms & Conditions:

VODAFONE INDIA LIMITED AND VODAFONE MOBILE SERVICES LIMITED are hereinafter referred to as **"Vodafone India"**. THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA SUBSCRIBERS<sup>1</sup> EITHER FOR POST PAID OR PREPAID SUBSCRIBERS BUYING THE 4G HANDSETS OF ANY MANUFACTURER FROM ANY OUTLETS ACROSS INDIA DURING THE PERIOD AS MENTIONED IN ANNEXURE 1 (hereinafter referred to as **"Offer Period"**) AND SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS OF THE OFFER. An Eligible Subscriber under this Offer would tantamount to have read and accepted the Terms and Conditions stated herein. For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who is an Eligible Subscriber.

### 1. DEFINITIONS:

**"Eligible Subscriber"** shall mean a Valid Subscriber who has purchased new OnePlus 3T smartphone during the Offer Period and inserted the Vodafone India SIM and is active on: - (i) a 4G data pack or on a 3G data pack >= 1GB in 4G/3G Circles;

<b>"Type of Circles</b>	<b>4G Circles/3G Circles</b>
<b>Eligible Subscriber* on OnePlus 3T smartphone only</b>	14GB 4G data if the subs recharges with 1GB or above Pack (usage on 4G/3G network only)

\* the 14GB data usage may be used for any internet usage, post the free usage the Eligible Subscriber would be charged 4p/10KB for those who have subscribed to Pay As You Go Tariff, or (b) at Prevailing Pack Tariff in case already subscribed to any of the Vodafone India Internet Packs.

**"4G/3G Circles"** shall mean the following circles, wherein Vodafone India has requisite 4G/3G license viz. Delhi, Mumbai, Kolkata, Uttar Pradesh (West), Uttar Pradesh (East), Haryana, Karnataka, Gujrat, West Bengal, Kerala, Tamil Nadu, Maharashtra & Goa, Andhra Pradesh, Assam, North East states, Rajasthan Orissa, Punjab

**"Subscriber"** shall mean: (i) the rightful user of the mobile connection who is either on prepaid or postpaid 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. An active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module ("SIM") on a regular basis for purposes other than to participate in the Contest or any other contests offered by the Organizer and Vodafone India jointly. Valid Subscriber means having valid Subscription of Vodafone India mobile telephony services as per Law.

**"new Oneplus3T Smartphone"** means an Oneplus3T Smartphone that has registered in the Vodafone network for the 1<sup>st</sup> time.

### 2. ACTIVATION PROCESS:

Any customer who has bought a new Oneplus3T with a Vodafone SIM and the moment customer inserts the SIM into the handset, customer gets a sms alert stating that you are eligible to get the 14 GB Offer and

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post receipt of the SMS , customer has to recharge with 1GB Pack and postpaid customer has to be on a 1GB Rental Plan .

**3. Special Conditions:**

**Prepaid** – 14GB Free Data is Valid for 28 Days only and maximum a subscriber can avail the 14GB offer 3 recharges in maximum 3 months' time.

**Postpaid** – 14 GB Offer is valid for 3 Bill Cycle with a condition that the subscriber has 1 GB or higher pack throughout the promo Period and VF reserves the right to disconnect the free Data if the base pack is disconnected during the offer period . customer mandatorily has to be on a minimum 1GB or above Pack before subscribing the offer – No upgrade of Data pack is valid to take this offer .

**4. Exclusions: A.** Customers on special Tariff **B.** Customers on Enterprise Tariff

**5. SERVICE SUSPENSION:** Vodafone India reserves the right to extend, cancel, discontinue, *prematurely withdraw, postpone, change, alter or modify these Terms & Conditions of the Offer or any part thereof* 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 and the same shall be binding on the Prepaid Subscribers and/or Post Paid Subscribers availing this offer.

**6. MODIFICATION:** We reserve the right, at our sole discretion, to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on [www.vodafone.in](http://www.vodafone.in) or provide you with notice of the modification.

**7. TERMINATION:** Vodafone India may discontinue / suspend temporary or otherwise / terminate the arrangement and / or modify the terms and conditions of use for any reason and at any time without notice to Subscriber(s).

**8. DISCLAIMER OF LIABILITIES:** Vodafone India makes no representation that this Offer is available for use in any particular location. To the extent you choose to avail this offer you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. 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. Any claims, issues, damages or losses with regards to the SAMSUNG HANDSET will be the sole liability of Samsung. Vodafone India will not have any responsibility related to the device or handset. You expressly agree to avail the offer at your sole risk.

**9. INDEMNITY:** Subscriber(s) agree to indemnify, defend and hold harmless Vodafone India, its directors, officers, employees , agents and/or its affiliates and Samsung from any loss, claim or damages including reasonable attorney's fees that may occur to Vodafone India or its affiliates or Samsung due to breach of any the terms and conditions mentioned herein.

**10. SEVERABILITY:** 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.

**11. DISPUTES RESOLUTION:** These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.

**12. 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 111.

**13.** You agree that you have read, understood and voluntarily agree to these terms and conditions mentioned and stated herein.

#### **ANNEXURE 1**

This offer is currently available only on OnePlus 3T smartphone :-

<b>Model</b>	<b>Offer Period</b>
OnePlus 3T smartphone	1st January 2017 TO 31 <sup>st</sup> March 2017 (BOTH DAYS INCLUSIVE)