

TERMS AND CONDITIONS GOVERNING THE OFFER "BRING A FRIEND PROGRAM"

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") FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE INDIA.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID AND PREPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS "BRING A FRIEND PROGRAM" ("Offer") DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "BRING A FRIEND PROGRAM". 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 in the capacity of a Referrer and a Referred Customer.

B. DEFINITIONS

- a. "**Subscriber**" shall mean the rightful user of the Vodafone India mobile connection who is onpost-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India..
- 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. "**Referred Customer**" shall mean a Subscriber of any other operator who ports in for a Vodafone postpaid connection on the reference of the Referrer.
- d. "**Referrer**" shall mean a valid Vodafone Postpaid Subscriber who refers the customers of other operators to Vodafone postpaid connection.
- e. "**Eligible Subscriber**" shall mean an Active Postpaid Subscriber of Vodafone India who has referred a friend or family for a Vodafone postpaid connection. 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 Circles of Vodafone India as mentioned herein;
 - 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. Further eligibility criteria are mentioned in sub-clause C (2) below.

C. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

1. Offer Details

A. For Mobile Number Portability (MNP) referrals:

In case Referred Customer is postpaid, both the Referred Customer and the Referrer shall get free Rs.100 discount on their bill for the 3 bill cycles.

B. For Prepaid to Postpaid migrations

In case Referred Customer is prepaid and migrates to a postpaid connection with the same number, both the Referred Customer and the Referrer shall get Rs.100 discount (Bring A Friend Rs.100 Discount) on their bill for 3 bill cycles.

- C.** The total amount of discount to be awarded under this offer shall not exceed the bill amount/ outstanding balance of the referrer (before to tax). There will be no credit given to the next bill cycle in case the amount of discount is more than the current bill amount.

2. Offer Eligibility

(a) To avail the Offer the Referrer:

- a. must have completed at least 90 days with Vodafone;
- b. must be a valid Subscriber of Vodafone who owns a Vodafone postpaid connection on his own and pays bills on his own behalf;
- c. may refer 'n' number of non-Vodafone customers out of which only the first 3 successful Referred Customers will be considered; for example if a Referrer refers 10 Referred Customers and all 10 the Referred Customers port in successfully to Vodafone on a postpaid connection, then the Referrer will receive the benefits only for the first 3 Referred Customers stated in this Offer.

(b) To avail the Offer the Referred Customer:

- i. must be from the same telecom service area / circle as Referrer;
- ii. must be a non-Vodafone Subscriber;
- iii. In case the referral is via MNP Route –
 1. must join via MNP route within 25 days of reference which means that he/she must change his/her mobile phone connection through the Mobile Number Portability (MNP) Service provided subject to guidelines/ directions issued by the Department of Telecommunications ("DoT"), Telecom Regulatory Authority of India ("TRAI") or any other statutory authority from time to time.
 2. The Referred Customer acknowledges that he/she may port in for a Vodafone's prepaid or postpaid connection, but only valid Vodafone postpaid Subscribers will be eligible for the Special Offer mentioned hereunder.

3. Procedure and eligibility to send a referral request and participate in the Special Offer:

- i. As mentioned in Point 1 above, a Vodafone Subscriber may refer a friend or family for a Vodafone connection.
- ii. To refer a friend or family for a Vodafone connection, Vodafone Subscriber may send a referral via sms (MGM <referred no.> to 199)

- iii. If the referral is a valid number then Vodafone may accept the referral request subject to the guidelines/ directions issued by the Department of Telecommunications ("DoT"), Telecom Regulatory Authority of India ("TRAI") or any other statutory authority from time to time.
- iv. On receiving such referral request the system will check if the Referred Customer joins Vodafone on a postpaid connection via the MNP route for next 25 days.
- v. If the Referred Customer successfully ports in within this period of 25 days then relevant benefits as provided under point 2 shall be given to such Referred Customer and the Referrer subject to the Terms and Conditions provided herein.
- vi. The Referred Customer agrees to pay the porting charges, if any as applicable.

4. **Special Offer (Skill based competition)**

In addition to the above Offer stated in point 2 above, there will be a Special Offer which is a skill based competition for the Referrer and the Referred Customer who successfully acquires a **postpaid** Vodafone connection.

- a. This Special Offer is a limited period offer available for referrals made from August 16th 2017 to October 31st 2017 ("Special Offer Period") for Referrer and Referred Customer who has successfully acquired a postpaid connection of Vodafone.
- b. At the end of the Special Offer Period, the selection of the winning Referrer will be conducted by an independent auditor subject to the selected Referrers answering a question correctly during a call placed by an agency. Decision of the Agency & Auditors, appointed by Vodafone in this regard, shall be final and binding on the Referrers participating for the special offer. No dispute, of whatsoever nature, with respect to selection of winner under this Special Offer shall be entertained by Vodafone.
- c. An independent expert will be appointed to select the 300 winners under this offer;
- d. The winning Referrer selected in the manner mentioned above will get a chance to win 100% waiver on plan rental for 3 bills cycles (collectively "Winners").
- e. The list of Winners of all prizes will be announced on <http://www.vodafone.in> after the end of the Offer / competition and after all the winner selection processes are completed.

D. PRIZES

- a. Prize(s) awarded under the Special Offer ("Competition") shall not be transferable. No other person or agent can claim the prize on behalf of the Referrer unless otherwise expressly mentioned herein.
- b. The Winner shall not have the right to claim any damages, loss or costs from Vodafone for delay in awarding of the prize(s) on any grounds whatsoever.
- c. The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) as may be required by Vodafone. Any failure on the part of the Winners to comply with directions issued by Vodafone for claim of prize shall entitle to forfeit the prize(s).
- d. Notwithstanding any other provisions under these Terms and Conditions herein, Vodafone may at its sole discretion at any time introduce additional prizes or change the prizes in any offer under Bring A Friend Program. The winner shall be entitled to prizes prevailing at the time of the Referred Customer joining Vodafone network.

- e. The Referrer may not receive the prize of 3 GB data pack in case the current plan subscribed by Referrer is not compatible with said pack.
- f. Any failure on the part of the Winner under these offers to comply with directions issued by Vodafone shall entitle Vodafone, at its discretion, to cancel and forfeit the prize for the said Winner.

E. OFFER PERIOD

- a. This is a limited period offer by Vodafone India, available from 16th August 2017, 00:00:01 hrs. till 31st October 2017, 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.

F. OFFER AREA

- a. The Offer is valid in select Indian telecom service areas as mentioned below –
 - i. All circles of Vodafone within the geographical limits of India
 - ii. Notwithstanding the foregoing, if the operation of or participation in the Offer / Special 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 participate in the Offer / Special Offer. No further notice shall be given by Vodafone India in this regard.

G. MODIFICATION OF OFFER

- a. Vodafone India 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.

H. WITHDRAWAL OF OFFER

- a. Vodafone India reserves 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.

I. DISCLAIMERS

- a. The Referrer and the Referred Customer 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 liable for any loss or damage of any nature whatsoever if incurred by the Referrer and/or Referred Customer in connection with the Bring A Friend Program.

- 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.
- f. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Offer / Special Offer will be the sole liability of the manufacturers. Vodafone India will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- g. The Referrer and the Referred Customer 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.
- h. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Vodafone including, but not limited to, meeting of the Referrer's and/or Referred Customer's requirements or aspirations, timeliness, security, any delay or failure in receiving or sending an SMS for answering the question or otherwise, the results or reliability of the contest, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the contest or any transactions effected through the Offer and Special Offer; (b) The Referrer and the Referred Customer expressly agrees that his/her participation in the offers is at Referrer's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or otherwise shall be construed to mean the giving of any warranty of any kind by the Vodafone.

J. GENERAL

- a. These offers under this Bring A Friend Program cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. By availing this Offer and the Special 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 participants and winners 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. Vodafone reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions as set out herein. Failure by Vodafone to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 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 third party content providers for availing relevant contents.
- 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. All decisions of Vodafone regarding the Offer / Special Offer shall be final and binding and no correspondence shall be entertained in this regard.
- m. All prizes offered in this contest are subject to availability. Vodafone reserves the right to provide alternate models or brands or issue a Bank Gift Card (defined below), of the same value, for any of the prizes won, at its sole discretion.
- n. Vodafone and their affiliates shall be entitled to use, in any manner, the details of the Winners including the information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any.
- o. Vodafone may assign any or all of its rights under these Terms and Conditions without consent of the participants.
- p. Vodafone reserves the right to accept or reject any MNP request, from the Referred Customer based on the availability of documents or Referred Customer not fulfilling the criteria as is required by Vodafone, at its sole discretion. The decision of Vodafone shall be final and binding on the Referred Customer and the Referred Customer hereby agrees to accept the decision of Vodafone without any protest or demur.
- q. 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.
- r. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Bring A Friend Program is a violation of laws and should such an attempt be made, Vodafone reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
- s. This MNP service is offered subject to the Referred Customer adhering and agreeing to the Vodafone's Customer Application Form Conditions, rules, regulations, guidelines, directions issued by the Telecom Regulatory Authority Of India ("TRAI") as amended from time to time. The Terms and Conditions stated herein shall not override the Terms and Conditions of the Customer Application Form.
- t. Vodafone does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscriber.
- u. Vodafone and its officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the offers.

- v. Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone unless otherwise expressly mentioned herein.
- w. The Referrer, Referred Customer and Winners hereby irrevocably authorize Vodafone, that the data gathered during and/or after the contest in respect of the offers under the Bring A Friend Program including name and photograph etc. of the Referrers and Referred Customers) shall be used by Vodafone and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone's brand.
- x. The Winner's name will be announced as registered in the system of Vodafone.
- y. The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Vodafone and / or is not an active Subscriber of Vodafone on the date of claiming the prize/s.
- z. This Offer can only be availed as long as both the Referrer and the Referred Customer are availing the Vodafone telecom service and within the same telecom circle.