

TERMS AND CONDITIONS VODAFONE ONASADHYA 2017

I. 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 gratuitous and optional, conceptualized, organized and hosted by Vodafone Mobile Services Limited, a company incorporated under the companies act, 1956 and having its registered office at Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013, India (hereinafter referred to as “organizer” or “VMSL”) for the eligible rightful subscribers of VMSL.

The following terms & conditions shall be applicable to all Vodafone Subscribers on Prepaid platform undertaking a First Recharge/ recharges with unlimited call benefits of MRP 145, 301, 345, 445, 148, 348, 156, 248, 352, 353 and 401 through Point Of Sale (“POS”)/ My Vodafone App/ Online recharge/ Vodafone M-Pesa during the Offer period as mentioned herein.

Please read the following terms and conditions carefully before participating in this Offer known as “**Vodafone Onavirunnu 2017**”. By taking part in this Offer, you agree to be legally bound by these terms and conditions (“terms and conditions”).

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 taken part or subscribed to this Offer.

II. DEFINITIONS

- a. **“Subscriber”** shall mean the rightful user of VMSL mobile connection who is on prepaid subscription, in whose name the mobile phone number (MSISDN) is registered with VMSL. 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 participating in this Offer and accept the terms applicable herein.
- b. **“Circle”** shall mean VMSL Kerala Telecom Service Area.
- c. **“Offer”** shall mean provision of One sadhya to the underprivileged as against a First Recharge/recharges with unlimited call benefits of MRP 145, 301, 345, 445, 148, 348, 156, 248, 352, 353 and 401 through POS/ My Vodafone App/ Online recharge/ Vodafone M-Pesa during the Offer period wherein Offer Participant gets full benefit of recharges thereby indirectly contributing to the benefit of the Underprivileged in the Society.
- d. **“Offer Participant(s)”** means (i) Subscribers who meet the eligibility criteria specified in these Terms and Conditions, (ii) who belongs to Circle have successfully activated, and (iii) who has undertaken a First Recharge/ recharges with unlimited call benefits of MRP 145, 301, 345, 445, 148, 348, 156, 248, 352, 353 and 401 through POS/ My Vodafone App/ Online recharge/ Vodafone M-Pesa during the Offer period as described hereunder.
- e. For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any person who is an Offer Participant
- f. **“Eligible Subscriber”** shall mean a Subscriber of VMSL satisfying the following criteria at the time of participation and during continuation of Offer:–
 - i. He/she must be of at least 18 years of age;
 - ii. He/she must be a citizen of India;

- iii. He/she must be a Subscriber of VMSL Kerala Circle;
- iv. He/she must be responsible to undertake a First Recharge/ recharges with unlimited call benefits of MRP 145, 301, 345, 445, 148, 348, 156, 248, 352, 353 and 401 through POS/ My Vodafone App/ Online recharge/ Vodafone M-Pesa during the Offer period as described hereunder and thereby become Offer Participant. He/she must belong to the Telecom Service Circle mentioned above;
- v. He/she must not be of an unsound mind;
- vi. He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
- vii. He/she must not have been subject of any criminal proceeding;
- viii. By virtue of becoming an Offer Participant, the Participant agrees to the Terms and Conditions, set out herein. A Subscriber shall be considered ineligible if he/she does not confirm to the conditions as stipulated in these Terms and Conditions, or does not provide any of the required documents as stipulated herein.
- ix. Failure by VMSL to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person. The decision of VMSL shall at all times be binding and final.

III. OFFER PERIOD

- a. This is a limited period Offer for Eligible Subscribers of VMSL, available from 12th August 2017, 00:00:01 hrs. till 4th September 2017, 23:59:59 hrs., both days inclusive (“Offer Period”);
- b. VMSL reserves the right to extend or shorten the Offer Period, as it deems fit.

IV. OFFER AREA

- a. The Offer is valid in Kerala Telecom Service Area Only;

- b. 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 participate in the Offer. No further notice shall be given by VMSL in this regard.

V. GENERAL TERMS AND CONDITIONS

1. VMSL makes this gratuitous offer on its own against each of the recharges with unlimited call benefits by subscribers.
2. The implementation of the scheme is at the exclusive discretion of VMSL with option to vary the T&C at any point of time;
3. One Sadhya against each recharge with unlimited call benefits is at the exclusive discretion of VMSL. However Offer Participant indirectly makes a contribution to give a Sadhya to an underprivileged and Customer cannot reserve any right to question the implementation or its modality ;
4. This offer and publication is only to inform voluntary and gratuitous offer of VMSL in serving underprivileged, in the society. The Offer Participant gets full benefit of recharges and the Project shall be implemented by sacrificing the benefits of VMSL.
5. This is only a public notice and not an advertisement or offer based on the scheme/ project to induce any recharge;
6. The implementation of the voluntary and gratuitous offer shall be executed through specified NGO's / Self Help Groups, details of which shall be duly notified;

7. VMSL does not create any contractual or other obligations with any of the subscribers as per this Scheme/ Offer.
8. By participating in this Offer, You confirm that you have read understood and agreed to conform to these Terms and Conditions;
9. The provisions of this gratuitous service and or any other promotional endeavor may not be used for any commercial purpose by any Subscriber.
10. Also, by participating in this Offer, You:
 - i. Agree to the Terms and Conditions mentioned below and give Your consent for the same;
 - ii. Agree that You are taking part in this offer as an independent party and nothing herein establishes an employer-employee, Principal - Agent relationship between You and VMSL and You are acting voluntarily, using Your own time and resources to participate in this gratuitous Offer solely at Your own risk;
 - iii. Warrant that You have read, understood and agreed to conform to these Terms and Conditions;
 - iv. Warrant the accuracy, truthfulness and currency of all information that You have submitted wherever required and if any applicable; and
 - v. Warrant that prior to taking part in the Offer, it shall be deemed that You have read and have agreed to be bound by the Terms and Conditions herein.
 - vi. Confirm and undertake that You will make an informed choice regarding the option to take part in this gratuitous Offer after understanding the implications of the same.
11. This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act

of God or any circumstance beyond the reasonable control of VMSL (“Force Majeure Event”). VMSL shall not be liable for any delay or adverse effect caused to Participants as a result of a Force Majeure Event. VMSL shall intimate the suspension of the Offer caused as a result of such Force Majeure Event to the Participants.

12.VMSL may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the Offer Participants.

13.VMSL and their respective affiliates shall be entitled to use, in any manner, the details of the Participant including the Information i.e. name, photograph etc. for their sales, marketing and promotional purposes. By participating in the Offer, all Participants consent to the following information relating to them to be provided to VMSL and their concerned vendors and/or published or otherwise communicated to in any media that VMSL may deem fit, for the purpose of promotion/ advertisement. The Participant also hereby agree to the same. VMSL may, at its discretion, choose not to disclose the identity of the Participant to other Participant unless expressly mentioned herein. The Participant also consent to the information being processed and stored in the servers of VMSL or its service providers, inside or outside India. Participants’ 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>.

14.The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form i.e. Enrolment Form filled at time of SIM Activation of Offer Participant. 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.

15. You agree that VMSL 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 parties.
16. The Participant shall indemnify and keep indemnified VMSL and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which VMSL may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Participant under the Terms and Conditions, any failure by the Participant to comply with applicable law, any infringement of intellectual property rights of VMSL. VMSL shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participant.
17. VMSL nor any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, representatives, shall not be liable for any action, claim, demands, losses, cost, charges, expenses or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life) or incurred or claim to suffer, by a Subscriber and/or any third party, directly or indirectly, on account of their participation in this Offer.
18. Any attempt by a Participant to deliberately undermine the legitimate operation of the Offer is a violation of laws and should such an attempt be made, VMSL reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
19. VMSL do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants/ Subscribers.
20. 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 participate at your sole risk. You agree not to hold VMSL, 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 participant or third party, in connection with the Offer or arising otherwise.

21.VMSL and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Participant in respect of the Offer.

22.You, the Participant, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, Website and all material or content related to the Offer shall remain, at all times, owned by VMSL or its respective owners. All material and content contained in this Website is made available for your personal and non-commercial use only. Any other use of the material/ content on this Website, or any information disseminated by SMS or any other means of communication is strictly prohibited.