

TERMS AND CONDITIONS GOVERNING THE OFFER “Zomato Gold Offer”

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 FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ELIGIBLE SUBSCRIBERS OF VIL (AS DEFINED BELOW) PARTICIPATING IN THE OFFER KNOWN AS “Zomato Gold Offer” (“Offer”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “Zomato Gold Offer”. 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.

B. DEFINITIONS

- a. “**Subscriber**” shall mean the rightful user of the VIL mobile connection who is on Vodafone post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL. 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/principal duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein.
- b. “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone on a regular basis for purposes other than to participate in any offer or contest offered by VIL.
- c. “**Eligible Subscriber**” shall mean i) an existing Active Subscriber who purchases Vodafone postpaid SIM card connection from MyVodafone App & Website (<https://buyonline.vodafone.in/new-connection/request-postpaid-sim-connection-online>) or ii) any person who purchases postpaid Vodafone SIM card connection for the first time from Website (<https://buyonline.vodafone.in/new-connection/request-postpaid-sim-connection-online>, with a rental plan of Rs. 499 or above during the Offer Period. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:-
 - i. He must be an Indian citizen belonging to any one of the Circles of VIL;
 - ii. He must not have been subject of any criminal proceeding;
 - iii. He must not - be of an unsound mind; and
 - iv. He 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. He must not be an existing Zomato Gold Member.

C. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

- a. The offer provides for 6 months free Zomato Gold Membership by Zomato Media Private Limited (“Zomato”/“Organizer”) to Eligible Subscribers. The detailed terms and conditions regarding the offer and Zomato Gold Membership are available at www.zomato.com/gold
- b. The Eligible Subscriber shall:

- i. Download the Zomato App, open it and tap on the Zomato Gold banner
- ii. Enter the unique invite code received in the SMS sent to Eligible Subscriber post successful SIM Activation.
- iii. Follow the steps to proceed to completing the purchase. The detailed terms and conditions regarding Zomato Gold membership are available at www.zomato.com/gold
- d. The Eligible Subscriber should read, understand and accept the terms and conditions put on the Zomato website/app. Any personal information that Eligible Subscriber shares towards availing the Zomato services, shall be at his sole discretion and VIL shall not be liable for any use of Eligible Subscriber's information by Zomato. The Eligible Subscriber assumes the ownership of the unique invite code, once he receives it
- e. The Zomato Gold membership will be valid for a period of 6 months from the date of activation, the membership needs to be activated within the period of 6 months from the start of the campaign.
- f. This offer is for limited period only
- g. VIL does not take any responsibility or liability with respect to Zomato membership unique invite code including the fulfillment of membership benefits.
- h. VIL does not take any responsibility or any liability of any third party/Zomato product or services/Zomato Gold Membership.
- i. The Zomato membership unique invite codes cannot be exchanged for cash.
- j. For any queries with regard to unique invite codes or Zomato Gold membership, visit <https://www.zomato.com/contact>

D. OFFER PERIOD

- a. This is a limited period offer available from 8th Feb' 19 to 14th Feb' 19 ("Offer Period");
- b. VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

E. OFFER AREA

- a. The Offer is valid in telecom service areas as mentioned in the Annexure A.
- 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 Eligible Subscribers from such state and/or territory or part thereof shall not be eligible to subscribe to/avail this Offer. No further notice shall be given by VIL in this regard.

F. MODIFICATION OF OFFER

- a. VIL and Zomato 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 these Terms are modified, the modified terms will be posted on https://www.vodafone.in/documents/pdfs/contest/Zomato_Gold_Offer.pdf. You are therefore advised to check this Website or website of Zomato 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.

G. WITHDRAWAL OF OFFER

a. VIL and/or Zomato reserve 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 Eligible Subscribers availing this Offer.

H. DISCLAIMERS

a. 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 avail the Offer at your sole risk. VIL shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Offer.

b. VIL 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/telecom services/ Zomato Gold membership benefits and/or any delay or failure to avail the Offer/telecom services/Zomato membership benefits 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 VIL, 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 Eligible Subscriber or third party, in connection with the Offer or arising otherwise.

c. VIL and Zomato reserve the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event will VIL be liable for the removal of or disabling of access to the Offer. VIL and Zomato may also impose limits on the use of or access to the Offer, in any case and without notice or liability. Under this Offer, VIL’s responsibility shall only be limited in providing telecom service on VIL’s network to Eligible Subscribers availing this Offer.

d. The Eligible Subscribers shall escalate to the Organiser any claims, issues, damages or losses with regards to the quality or functionality of the products/services/ Zomato Gold Membership awarded under this Offer. VIL makes no representation or warranty with regard to services of Zomato/Zomato Gold Membership and VIL will not have any responsibility related to the Zomato products/services/ Zomato Gold Membership and will not entertain any query or complaint of the Eligible Subscribers in that regard.

e. You shall indemnify and keep indemnified VIL, 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 VIL may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. VIL shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

I. GENERAL

a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.

b. 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 VIL, 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 VIL or Zomato.

d. The Subscriber 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. 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.

h. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.

i. You hereby authorize VIL 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 VIL Privacy Policy which is available at <https://discover.vodafone.in/privacy-policy>

j. 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 Zomato or any third party under this Offer.

k. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to VIL and to any third party content licensor to VIL that is made available through the Offer.

l. 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 independent arbitrator to be appointed by VIL whose decision shall be final and binding on the parties. The place of arbitration shall be Mumbai, India.

m. T&C of VIL and Zomato shall apply. Please visit www.vodafone.in for Vodafone T&C. Vodafone shall not be responsible for third party offers, products and services/ Zomato Gold Membership”

Annexure A

| Name of Vodafone Entity | Respective Circles in which they operate | Eligible |
|-----------------------------|--|----------|
| Vodafone Idea Limited (VIL) | Delhi | Yes |
| | Punjab | Yes |
| | Haryana | Yes |
| | Uttar Pradesh (East) | Yes |
| | Uttar Pradesh (West) | Yes |
| | Himachal Pradesh | No |
| | Jammu & Kashmir | No |
| | Kolkata | Yes |
| | West Bengal | Yes |
| | Bihar | Yes |
| | Orissa | Yes |
| | North East | Yes |
| | Madhya Pradesh & Chattisgarh | Yes |
| | Assam | Yes |
| | Rajasthan | Yes |
| | Gujarat | Yes |
| | Maharashtra & Goa | Yes |
| | Andhra Pradesh (incl. Telangana) | Yes |
| | Karnataka | Yes |
| | Kerala | Yes |
| Tamil Nadu (incl. Chennai) | Yes | |
| Mumbai | Yes | |