



Terms and Conditions of the “Durga Pujo Festival Offer”

September 25, 2015

1. The Durga Pujo Festival Offer (hereinafter referred to as the “Offer”) is organized by Vodafone East Limited (hereinafter referred to as “Vodafone”) for its valid prepaid and postpaid Subscribers of Kolkata circle (hereinafter referred to as the “Subscribers”) subject to the terms and conditions mentioned herein.

2. The Offer starts from 7th October '15, 00:00:01 hours and shall be valid till 24th October '15, 23:59:59 hours (both days inclusive)(hereinafter referred to as “Offer Period”).

3. To be eligible for participation in this Offer, the Subscriber has to upload Durga Pujo celebration photograph on the URL www.facebook.com and tag it with the hashtag **#VodafonePujo** along with the following conditions:
 - i. Subscriber shall only capture in the uploaded photograph.
 - ii. The Subscriber shall not put him/herself at risk while taking photographs.
 - iii. The Subscriber shall avoid vulgarity in the photographs.
 - iv. The Subscriber shall not use profanity in his/ her posts, comments, hashtags, etc.
 - v. The Subscriber shall not depict any illegal activity or violence in the photographs.
 - vi. The Subscriber shall not depict alcohol, smoking, drugs, or anything objectionable in his/her photographs.
 - vii. The Subscriber shall not post still photographs that violate any other person’s privacy.
 - viii. The Subscriber shall not modify his/her still photographs using Photoshop.
 - ix. The Subscriber shall not modify his/her still photographs once uploaded on the URL.
 - x. The Subscriber shall avoid posting offensive comments about other participants.
 - xi. The image uploaded by the Subscriber has to be public and the hashtag **#VodafonePujo** has to be used.

4. **Top 15 winners** shall be selected basis the maximum number of ‘likes’ on the photograph uploaded on the URL www.facebook.com. during the Offer Period. Basis the number of likes.
5. The winners will be gratified with:
Prepaid Subscribers:
Free Data upto 3GB 3G per month (month would be considered as date of activation + 27 days) for 12 months.
At any point during the 12 month validity of the Festival Offer, the remaining benefits will be forfeited if the prepaid subscriber chooses to recharge with another 2G pack or another 3G unlimited pack.

Postpaid Subscribers:
Free Data upto 3GB 3G per bill cycle for 12 bill cycles.
Company owned Company Paid subscribers of Vodafone will not be able to avail this Festival Offer.
* Post utilisation of 3 GB of Free Data’s the speeds will be throttled upto 64 KBPS



6. Subscribers availing any specific offer alongwith handset of Vodafone would not be eligible to avail this Offer.
7. The 2G benefit will be forfeited on existing 2G data plan/pack once this Offer is activated on the number of the winner who avails this Offer.
8. Subscribers selected for the Durga Pujo Festival Offer having an existing MI pack on their number would be able to take either of the one, either Durga Pujo Festival Offer or existing MI pack. Both MI pack & Durga Pujo Festival Offer cannot be taken simultaneously.
9. The Subscriber agrees and acknowledges that availing the Durga Pujo Festival Offer would result in existing MI pack getting deactivated.
10. Subscriber agrees that post consumption of the Offer if the Subscriber wants to take the MI pack, he shall be entitled to take the MI pack however, the Festival Offer would get deactivated for him from the next bill cycle.
11. Priority of the Durga Pujo Festival Offer or Subscriber's existing MI pack would be asked to the Subscriber and basis the consent, he/she will get either the Festival Offer or MI pack.
12. If the Subscriber wants to take a booster pack post this Offer, he can take it as a routine process.
13. The Subscriber will get the benefits in the Durga Pujo Festival Offer from 1st November in his next bill cycle. Apart from this, there shall be no impact on the Subscriber's billing cycle.
14. Vodafone reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify the terms and conditions of this Offer or any part thereof at its sole discretion at any time as may be required in view of business exigencies and/or changes by / directions issued by any authority including by TRAI, Department of Telecom (DOT) and/or in view of any statutory changes and the same shall be binding on the Subscribers.
15. Vodafone reserves the right, at any time, to unconditionally disqualify a Subscriber who tampers with or who in any way abuses the process or terms and conditions of the Offer. Failure by Vodafone 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.
16. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Offer is a violation of laws and should such an attempt be made, Vodafone reserves the right to seek damages from any such Subscriber the fullest extent permitted by law.
17. Participation in this Offer implies acceptance of all the terms and conditions of this Offer.



Acceptance of the gratification by the winner constitutes permission for Vodafone and its affiliates to

click photographs of the winner and use the winner's name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

18. Vodafone shall not be responsible for any for any lost, late or misdirected network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and/or other conditions beyond its reasonable control.

19. The Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone. Vodafone shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

20. Winners shall be intimated by Vodafone directly. Vodafone shall not entertain any questions, correspondence, enquiries on the manner of conducting the Festival Offer from any person, whatsoever.

21. Vodafone will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or damage to property, which is suffered or sustained in connection with or arising out of participation in this Offer.

22. Winner shall not be entitled to the gratification in the Offer, 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 Offer.

23. There shall be no roll-over of gratification in the Offer in case the Winner/s is/are not eligible. A Subscriber shall not be considered eligible if he/she does not conform to the terms and conditions as stipulated above.

24. By participating in the Offer, the Subscriber confirms and waves the applicability of rules and regulations of the National Do Not Call registry and agrees 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.

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

26. In case of any dispute or difference in respect of this Offer, the decision of Vodafone shall be final and binding on all concerned.



27. Under no circumstance shall Vodafone, or its affiliates, or their directors, employees, officers, agents or representatives, be liable to the participant and/or any third party for any loss of profits or loss of opportunity, incidental, indirect, consequential, special, exemplary or punitive damages whatsoever, even if they have been advised of the possibility of such damages.

28. Vodafone reserves its absolute right to cancel, change or modify or alter any of terms and conditions of the Offer, without notice, at any given time. The decision of Vodafone with regard to genuineness of any claim shall be final and binding and no claim / correspondence shall be entertained in this regard.

29. The offer cannot be combined with any other offers of Vodafone.

30. Participant agrees that participant has read, understood and voluntarily agreed to these terms and conditions.

31. 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 Kolkata.