

TERMS & CONDITIONS FOR VODAFONE SUPERFAN / FAN ARMY

OFFER BY VODAFONE INDIA LIMITED and VODAFONE MOBILE SERVICES LIMITED, (hereinafter referred to as “**VODAFONE INDIA**”).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO THE SUBSCRIBER/s OF VODAFONE INDIA WHO IS EITHER A POST PAID OR PREPAID SUBSCRIBERS INTENDING TO PARTICIPATE IN THE **VODAFONE SUPERFAN / FAN ARMY** DURING THE VIVO IPL, 2016 (hereinafter “**Offer**”) FROM ACROSS INDIA DURING THE PERIOD 9th April, 2016 to 29th May, 2016, BOTH DAYS INCLUSIVE, (hereinafter referred to as “**Offer Period**”) AND SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS OF THE OFFER.

For the purpose of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person, who is a Subscriber.

1. By availing the Offer during the Offer Period, the eligible Prepaid Subscriber or Postpaid Subscriber (“Eligible Subscriber” / “You”) (hereby acknowledges that you have read, understood, accepted and agreed to be bound by the full set of Terms & Conditions set forth. If you do not agree to these Terms & Conditions, then you have no right to access or use the Offer and you should not access or use it.
2. You as an Eligible Subscriber of this Offer would ensure that there wouldn't be any misuse of this Offer. For availing this Offer, You agree to follow the modes as stated in point 5 below and abide by the norms as is mentioned on the official interface and as further stated herein. You may use this Offer only as permitted by law and during your use of the Offer you are prohibited from any UNLAWFUL, HARASSING, LIBELOUS, OFFENSIVE OR VULGAR behaviour. You are not allowed to insult or harm any person or organization, religion or community through this Offer.
3. An Eligible Subscriber shall be: (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 Eligible Subscriber shall mean a person having valid Subscription of Vodafone India mobile telephony services as per Law. 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 availing this Offer and accept the terms applicable herein; and (ii) not have any outstanding dues payable to VODAFONE INDIA on account of the mobile connection; and (iii) above the age of 18 years as on April 1, 2016. Except the Subscribers from Vodafone India's Jammu & Kashmir, Chennai and Tamil Nadu Telecom Service Areas .
4. This Offer is only available to Eligible Subscribers on Vodafone India network and who are residents and citizens of India. If, in any State and/or territory or part thereof, the running of this Offer is prohibited as per local rules or laws, the Eligible Subscribers from such State

and/or territory or part thereof shall not be eligible to participate in the Offer. No further notice shall be given by the VODAFONE INDIA, in this regard.

5. **Commencement Date of Offer:** Offer commences on 4th April 2016 at 00:00 hours on SMS; whereas for Facebook and Twitter Contest commences on 7th April 2016 at 00:00 hours for all Eligible Subscribers.
6. **Availability of Offer:** Offer will end on 26th May 2016 (“End Date”) till <00:00 hours> unless extended by VODAFONE INDIA and communicated explicitly.
7. The Eligible Subscriber may take part in the Offer by participating through any of the two modes:
 - a. SMS **SUPERFAN** <CITY> to **199** (toll free) from their respective Vodafone India number; or
 - b. Participate from their Facebook or Twitter accounts by posting/tweeting **SUPERFAN** <Name> <#BeSuper>
8. **Offer Description:** During this Offer, there will be sixty (60) IPL matches (“Event”) that would be played across 10 venues and based on the results of the Eligible Subscribers, one subscriber each day shall be selected as the VODAFONE SUPERFAN. The selection of the VODAFONE SUPERFAN will be by way of a random computer-generated draw amongst all entries and basis answering a question correctly to the agency on a call, and decision of the Agency & Auditors, appointed by the Organizers in this regard, and / or of the Organizers shall be final and binding on the Subscribers participating in the Competition. No dispute, of whatsoever nature, in this respect shall be entertained by the Organisers / VODAFONE INDIA.
 - I. A selected VODAFONE SUPERFAN of the day shall be offered the following:-
 - a) A congratulatory letter from VODAFONE INDIA in the email address provided by the selected Eligible Subscriber will be sent after receipt of the email id confirmation; and
 - b) VODAFONE INDIA will provide Two economy class return flight tickets or 3rd / 2nd AC return train tickets for travel from the major airport / railway station nearest to the winning Eligible Subscriber location to the location of the match as provided by VODAFONE INDIA.
 - c) In the event, the Eligible Subscriber is not registered and not a resident of the location where the Event is organised, then in that case VODAFONE INDIA will only provide accommodation for 1 room night (One Room, Double Occupancy) during the Event at the location of IPL Match, (if applicable), as VODAFONE INDIA may construe as appropriate. Any additional expenses related to the accommodation stay of the VODAFONE SUPERFAN will have to be solely borne by VODAFONE SUPERFAN winner. Notwithstanding anything contained in this clause if the VODAFONE SUPERFAN winner is from the city wherein the match is taking place, no accommodation will be provided.

- d) VODAFONE INDIA will arrange for transportation to and from the hotel (if applicable) or from airport / railway station as the case may be, to the location of the event.
 - e) VODAFONE INDIA will provide 2 (two) IPL match tickets to attend the designated IPL match (“Event”) along with a companion and receive an autographed ball from the winning captain at the match presentation ceremony that may appear live on TV. VODAFONE SUPERFAN may also have a photo opportunity with the winning captain. Wherein few minutes before the concerned match gets over, the VODAFONE SUPERFAN will be escorted by the IMG representative (who are the official organizers of VIVO IPL 2016 match) to be taken to the match presentation ceremony area post the completion of the match.
 - f) VODAFONE INDIA may at its sole discretion gift a kit to the VODAFONE SUPERFAN containing the gear tee shirt that the winner is supposed to wear throughout the match, before he/she comes to the location of match or stadium.
- II. The next 4 winning Eligible Subscribers (only through SMS contest) of the draw would be shortlisted based on the location of the IPL match venue and would be eligible to form the “VODAFONE FAN ARMY”.
- a. The VODAFONE FAN ARMY selected **need to be from the city/location where the respective IPL match would be held**, so as to get an opportunity to attend the match in their city/location as per Terms and Condition of the Offer.
 - b. The individual Vodafone Fan Army winner will be informed about their selection by email and be entitled to two IPL match tickets.
 - c. The Vodafone Fan Army winner shall be required to reach the stadium or a designated starting point near the stadium venue as communicated by Vodafone India representative, at his or her own cost and Vodafone India shall not bear any expenses with respect to their participation in the match.
 - d. VODAFONE INDIA may at its sole discretion also gift a kit to the VODAFONE FAN ARMY winners containing a gear including tee shirt that the winner has to wear and must not remove throughout the match, before he/she comes to the location of the match or stadium.

9. **Selection of Winners:** Unless otherwise stated herein, the winner selection as either VODAFONE SUPERFAN or the VODAFONE FAN ARMY will be by way of a random computer-generated draw and basis answering a question correctly to the agency on a call. Decision of the Agency & Auditors, appointed by VODAFONE INDIA in this regard, shall be final and binding on the Subscribers and participants of the Competition. No dispute, of whatsoever nature, in this respect shall be entertained by the VODAFONE INDIA.

The decision of selecting the winners would be done by an independent auditor. It is understood and agreed that the decision of the independent auditor shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE INDIA in this regards. The winners would receive a congratulatory call from Vodafone’s outbound calling agent which may be recorded, informing about their selection as winner and prizes under Offer. In the said call the selected

winners would be informed about the details of the match, venue, date for which the winning Eligible Subscriber has been selected, since their personal presence shall be required either as a VODAFONE SUPERFAN or VODAFONE FAN ARMY. Further the selected winners would be asked the size of their tee shirt as they would be required to wear throughout the said match. Also the winners email id and identity proof would be taken on the said call. In case of VODAFONE SUPERFANs, the winners would need to send a scanned photo on the email id that would be given during the call and the same would be suitably inserted on the Vodafone website or twitter or any other media as VODAFONE INDIA may deem appropriate, at its discretion.

Abiding rules: VODAFONE SUPERFAN or VODAFONE FAN ARMY winners agree to abide by all rules and regulation of Vivo Indian Premier League (IPL) 2016 for watching the match including entry and exit from the stadium and as shall not use their selection in any kind of promotion with IPL's name, logo etc. showing connection therewith.

10. **Modification:** VODAFONE INDIA reserves the right, at their sole discretion, to modify, discontinue or terminate the Offer or to modify these Terms and Conditions, at any time and without prior notice. . VODAFONE INDIA reserves the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event shall 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. If VODAFONE INDIA modifies these Terms and Conditions, VODAFONE INDIA will post the modified terms and conditions on <http://www.vodafone.in/discover/music-videos-and-more/competitions-mumbai> the "Site". It has been agreed herein that if you avail the Offer before or after modification you are indicating that you agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to you, your only recourse is to either not avail the offer or cease using the Offer. VODAFONE INDIA shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.
11. **Announcement of Winners:** The winners receiving the congratulatory call pronouncing them as winner of either the VODAFONE SUPERFAN or VODAFONE FAN ARMY will be required to confirm their acceptance of the Rewards & Benefits immediately on receiving information about the same to the Vodafone's Outbound Calling agent. Once a participant has been selected as a SUPERFAN or FAN ARMY, he will not be eligible to avail the offer subsequently.
12. VODAFONE INDIA reserves the right to replace the winner of VODAFONE SUPERFAN or VODAFONE FAN ARMY, in case of non-receipt of the said confirmation on the spot or any response from the said winners. Further if a VODAFONE SUPERFAN or VODAFONE FAN ARMY post confirmation does not turn up at the match venue or records his presence after the stated time mentioned to him/her, then VODAFONE INDIA reserve the right to replace the VODAFONE SUPERFAN or VODAFONE FAN ARMY with some other Eligible Subscriber at VODAFONE INDIA's sole discretion. The Eligible Subscribers understands and agrees that their Vodafone mobile number shall be available all the times during the Offer Period and in case the Eligible Subscriber(SUPERFAN or VODAFONE

FAN ARMY)winner is non-contactable for any reason whatsoever, he/she shall be solely responsible and VODAFONE INDIA shall not be anyway liable for the same.

You further acknowledge and agree that the name and image of the selected Vodafone SUPERFANs and VODAFONE FAN ARMY will be published on the website www.vodafone.in/makemesuper or on VODAFONE INDIA'S digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by VODAFONE INDIA. By agreeing to participate in this contest you agree to allow Vodafone India to use your name and image in a manner which Vodafone India may consider beneficial to its interests. The VODAFONE SUPERFAN and VODAFONE FAN ARMY selected shall be individually contacted on the respective Vodafone Number as per VODAFONE INDIA's record (the number from which the SMS has been sent OR shared on Twitter OR entered in the microsite form). 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

13. **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/or any changes in VIVO IPL 2016 and/or any change in entitlements to Vodafone India from BCCI and the same shall be binding on the Prepaid and/or Post Paid Eligible Subscribers availing this Offer.
14. **Disclaimer and No Warranty:** Your access to and use of the Offer is at your own risk. THE OFFER IS PROVIDED ON "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VODAFONE INDIA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Specifically, VODAFONE INDIA: (i) will have no responsibility for any harm to any devices, including but not limited to your wireless device, or other loss of data, or other harm that results from your access to or use of the Offer; or (ii) makes no warranty that the Offer will meet your requirements or be available on an uninterrupted, secure, or error-free basis, or that data transmitted will be secure from unauthorized access; or (iii) any delivery, failures relating to the sending or receiving SMS; or (iv) any SPAM generated messages as result of Eligible Subscriber accessing the Website; or (v) Organizer/s not receiving or rejecting an SMS; or (vi) any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons; or (vii) other conditions/situations or failures beyond its control. You agree to use the Offer only where permitted by law.
15. **Limitation of Liability:** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE OFFER REMAINS WITH YOU. NEITHER

VODAFONE INDIA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT (“PROVIDERS”) WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR USE OF OR INABILITY TO USE THE OFFER, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VODAFONE INDIA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VODAFONE INDIA NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VODAFONE INDIA NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE OFFER. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE OFFER, OR WITH ANY OF THESE TERMS, OR FEEL VODAFONE INDIA HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE OFFER.

IN NO EVENT WILL VODAFONE INDIA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE OFFER EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VODAFONE INDIA FOR USE OF SUCH OFFER IN THE TWELVE (12) MONTH TIME PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE ALLEGED CLAIM OR ONE THOUSAND RUPEES (RS 1000). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VODAFONE INDIA AND YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT VODAFONE INDIA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

16. **Disqualifications:** Any of the winners of VODAFONE SUPERFAN or VODAFONE FAN ARMY can be considered as disqualified for the Rewards & Benefits, in case he/she fails to clear all outstanding dues payable to Vodafone India and /or is not a valid/active Vodafone Subscriber during the Offer Period.

The Rewards /Benefits will be given only to the VODAFONE SUPERFAN or VODAFONE FAN ARMY winners in whose name the Vodafone mobile phone number is registered and it is the VODAFONE SUPERFAN or VODAFONE FAN ARMY winner’s responsibility to

produce such document and/or credentials to prove his/her identity and/or credentials at his/her own cost and the same is subject to cross verification by VODAFONE INDIA with their documentation received at the time of providing the connection.

The VODAFONE SUPERFAN or VODAFONE FAN ARMY winner of the Offer shall be given the Rewards & Benefits mentioned hereinabove. The Reward / Benefit is non-transferable, non-negotiable and non-assignable in the name of any other person and it shall be subject to income tax, gift tax or any other statutory levies / tax (including withholding taxes) as may be applicable and the VODAFONE SUPERFANs or Vodafone Fan Army winners of the respective Rewards & Benefits shall be responsible and liable to pay such taxes, if any.

The Rewards & Benefits will stand withdrawn in case it is found that there are any prohibitory orders, judicial or otherwise and/or there are any criminal or other proceedings against subscriber prohibiting them from any travel.

17. **Publicity:** The winners of VODAFONE SUPERFANs and VODAFONE FAN ARMY hereby irrevocably authorize VODAFONE INDIA, that the data gathered during and/or after the Offer in respect of the Eligible Subscribers (including Subscriber name and Photograph etc.) shall be the property of VODAFONE INDIA and further VODAFONE INDIA shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Vodafone's brand.
18. You agree and understand that the Offer is only for the enjoyment of the Eligible Subscriber and You shall not try or intend to misuse this Offer stated herein. Thereby, You shall not unduly commercialize or resell any of the content made available under this Offer to any third party.
19. The Offer will be conducted under the audit supervision of an independent audit firm.
20. **Indemnity:** The VODAFONE SUPERFANs and VODAFONE FAN ARMY winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the entire trip including their stay in the match city and the VODAFONE SUPERFANs and VODAFONE FAN ARMY winners hereby indemnify and shall keep indemnified, VODAFONE INDIA, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehaviour, misconduct, unlawful acts, actions/inactions etc. of the VODAFONE SUPERFANs and VODAFONE FAN ARMY winners.

VODAFONE INDIA shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the VODAFONE SUPERFANs and VODAFONE FAN ARMY winners while availing the benefits of the Rewards & Benefits. Further, VODAFONE INDIA shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the Rewards & Benefits/s.

You agree to indemnify VODAFONE INDIA, its directors, officers, employees, agents and/or its affiliates against all actual claims, liabilities, expenses, costs, loss or damage of whatsoever nature, arising out of or in connection with the breach of these terms and those terms agreed by the Eligible Subscriber including but not limited to those stated in the Customer Application Form ('CAF') / Customer Information Form ('CIF'). In case there are any points or clauses stated herein that contradicts those specifically agreed in the CAF / CIF, then the terms stated in the CAF / CIF shall prevail.

21. **Restrictions:** Employees / Associates / Agents / (including their family members / relatives) of VODAFONE INDIA will not be qualified for participating in the Offer.

22. **Dispute Resolution:** These terms and conditions are governed in accordance with the laws of India. Any dispute / matter arising out of or in relation to the Offer shall be subject to the exclusive jurisdiction of competent court in which such dispute arises.

| Name of Vodafone Entity | Respective Circles in which they operate | Circles for which entries from participants shall be considered for the Promotional Offer(Yes / No) |
|-------------------------|--|---|
| VMSL | Delhi | Yes |
| | Punjab | Yes |
| | Haryana | Yes |
| | Uttar Pradesh East | Yes |
| | Uttar Pradesh West | Yes |
| | Himachal Pradesh | Yes |
| | Jammu & Kashmir | No |
| | Kolkata | Yes |
| | West Bengal | Yes |
| | Bihar | Yes |
| | Orissa | Yes |
| | NE | Yes |
| | MP | Yes |
| | Assam | Yes |
| | Rajasthan | Yes |
| | Gujarat | Yes |
| | Maharashtra & Goa | Yes |
| | Andhra Pradesh | Yes |
| | Karnataka | Yes |
| | Kerala | Yes |
| Chennai | No | |
| Tamil Nadu | No | |
| VIL | Mumbai | Yes |