TERMS AND CONDITIONS GOVERNING THE OFFER "MOVIE VOUCHER"

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 MOBILE SERVICES LIMITED (HEREINAFTER REFERRED TO AS "VODAFONE") IN ASSOCIATION WITH Corporate Incentive Solutions Pvt. Ltd. (CISPL) A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT Chandigarh, UT INDIA (HEREINAFTER REFERRED TO AS "ORGANIZER") FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE NEW POST PAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS "MOVIE VOUCHER OFFER" ("Offer") DURING THE OFFER PERIOD AS MENTIONED HEREIN. THIS OFFER ENTITLES YOU TO AVAIL TWO FREE MOVIE TICKETS FOR 3 CONSECUTIVE TIMES WITHIN 5 MONTHS.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "MOVIE VOUCHER 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 Vodafone mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone. 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 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 Vodafone.
- c. "Eligible Subscriber" for the purpose of this Offer shall mean an Active Subscriber of Vodafone who has purchased a new Vodafone post-paid connection (including through MNP process) upon subscribing for RED 399 or above plans. 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 Gujarat telecom circle;
 - 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. <u>Eligible Subscriber must be a Vodafone Post-Paid Subscriber who has either become a new subscriber of a corporate plan or has moved as a Vodafone subscriber under an IOIP plan by way of a MNP policy during the Offer Period;</u>
 - vi. Subscriber must have paid the first bill for his / her new post-paid Vodafone connection.

 Upon successful payment of first post-paid bill amount, he / she will receive a SMS confirming his / her eligibility for this Offer.
 - vii. Subscriber must have downloaded and installed My Vodafone App;

C. OFFER DETAILS – ACTIVATION, STEPS FOR REDEMPTION OF MOVIE VOUCHER AND RESTRICTIONS

- a. After paying the first bill for his / her new post-paid Vodafone connection (under RED 399 or above plans) the Subscriber shall register him/herself on www.redeemyourmoviesvoucher.in ('Website');
- b. Through this Offer Eligible Subscriber would be getting an opportunity to redeem couple movie ticket free of cost after every bill payment for three (3) consecutive times within five (5) months.
- c. For movie ticket redemption the concerned Eligible Subscriber would need to log on to website www.redeemyourmoviesvoucher.in wherein the details of the participating cinema and movie shall be listed.
- d. Thereafter the concerned Eligible Subscriber will be required to enter the scratch code along with your new Vodafone mobile number to get the OTP, which is to be entered as the access password.
- e. Select City, Cinema, Movie and Timings and submit your request.
- f. Subscriber will receive movie tickets within 8 working hours from the receipt of his / her request and upto 4 hours before the requested show time on their Vodafone mobile number.
- g. On receipt of the said movie tickets on their mobile number, the concerned Eligible Subscriber shows this message at the cinema hall for entry.
- h. To redeem movie vouchers by availing the Offer, an Eligible Subscriber would need to make payment of every post-paid bill that may have been issued based on their monthly usage and tariff plan (Red 399 and above) activated. The Eligible Subscribers only on payment of their monthly invoice for their post-paid connection can redeem couple movie tickets for three time within five (5) months from the date of activation of their mobile number. The movie vouchers under this Offer cannot be clubbed for additional seats or other schemes.
- i. Under this Offer the Eligible Subscriber is entitled only for the cost of two (2) movie tickets each month of redemption (subject to restrictions as captured under point (c) above) which shall be inclusive of entertainment tax and convenience charges. Any other cost or expenses over and above the aforesaid would need to be solely incurred by the respective Eligible Subscriber.
- j. Each Eligible Subscriber under this Offer herein, in case intends to redeem this Offer will need to do the same within a period of five (5) months from the date of activation of post-paid connection. In the event of a valid Eligible Subscriber hasn't claimed the benefits under this Offer within the aforesaid five (5) months then no redemption or adjustment will be entertained thereafter.
- k. To enable the redemption process of the Offer herein, it is understood and agreed by the Eligible Subscriber that their redemption request must be for a movie show that would need to start minimum after 24 hours (1 Day after) from the submission of redemption request of the Offer. Redemption process or request from the Eligible Subscriber will not be accepted on Sundays and National holidays and on other days for timing between 08:00 PM to 08:00 AM (Customer can book movie shows starting after 8 PM).
- I. The Organizer as mentioned herein, shall send the details of movie ticket to the Eligible Subscriber's registered mobile number only. It may take up to 8 working hours for the scheme coordinator to send the same from time of receiving the accurate redemption request from the said Subscriber. In case of non-receipt of any communication or in case of any issues with regards to redemption of the Offer, the Eligible Subscriber may directly contact scheme coordinator at their below mentioned contact number.
- m. It is understood and agreeable to the Eligible Subscriber that their authorization to watch the movie under this Offer will be purely dependent upon the availability of seat in the requested cinema.
- n. The Eligible Subscriber accepts under this Offer that in case of non-availability of seats even after successful submission of request the Scheme coordinator reserves the right to call the Eligible Subscriber to ask for an alternate date, time or movie hall. Any such adjustments will be considered as fulfilled& no compensation in addition will be offered for any such non-fulfilment.
- o. It is agreeable by the Eligible Subscriber that the multiplex/theater may refuse to accept the Eligible Subscriber or guest accompanying the Eligible Subscriber, who may have grossly violated the Movie Theater Rules and Regulations during their visit.
- p. This Offer herein is a redemption based offer wherein the Eligible Subscriber and holder of the movie voucher must need to initiate the redemption process within five (5) months from the activation of the connection to enable or avail the benefits therein.
- q. The Organizer reserves the right to disqualify the claim under this Offer, if the redemption process is initiated by a person who is not a direct beneficiary of the Offer. It is understood that the movie

- voucher are for customers of Vodafone as per eligibility criteria. Gifting or re-selling or any other form of transferring the voucher is not permitted.
- r. The Eligible Subscriber, by participating in the Offer, consents and authorises Vodafone to share their activation date of the Vodafone number under IOIP and the bill paid date with a designated third party vendor for the purpose of redeeming the movie voucher under this Offer.
- s. Any suggestions with regards to the said Offer may be given by the respective Eligible Subscriber in writing on support@incentivesolutions.in

D. OFFER PERIOD

- a. This is a limited period offer by Vodafone, available from 14th August 2018, 00:00:01 hrs. till 15th November 2018, 23:59:59 hrs., both days inclusive ("**Offer Period**");
- b. Vodafone reserves the right to extend or shorten the Offer Period, as it deems fit.

E. OFFER AREA

a. The Offer is valid in Gujarat telecom service area.

F. MODIFICATION OF OFFER

- a. Vodafone and the Organizer 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 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.

G. WITHDRAWAL OF OFFER

a. Vodafone or the Organizer 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 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. Vodafone shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
- b. Vodafone 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, 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 reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will Vodafone be liable for the removal of or disabling of access to the offer. Vodafone 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's responsibility shall only be limited in providing Telecom Service on Vodafone's network for Eligible Subscribers availing this Offer.
- d. The Subscribers shall escalate to the Organiser any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded (if any) under this Offer. Vodafone will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- e. You shall indemnify and keep indemnified Vodafone, 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 may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

I. GENERAL

- a. You as Eligible Subscriber for this Offer would ensure that you wouldn't misuse any of the Terms & Conditions of this Offer. For participating in this Offer, You agree to follow the modes as stated in points below and abide by the norms as are mentioned on the official interface and as further stated herein. You may participate in this Offer only as permitted by law and during your participation in 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.
- b. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature
- c. 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 Vodafone, as it may in its sole and absolute discretion decide.
- d. For redemption of the Offer herein, the Eligible Subscriber has authorized Vodafone and organizer, to enable the organizer to send transactional messages and phone calls only in relation to the redemption process, irrespective of the said Eligible Subscriber is registered under Do Not Disturb list as permitted under regulation.
- e. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone.
- f. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- g. 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.
- h. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- i. 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.
- Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- k. You hereby authorize Vodafone 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.
- l. You agree that Vodafone 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 the Organizer or any third party under this Offer.
- m. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone and to any third party content licensor to Vodafone that is made available through the Offer.

n. 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 whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

Important Information:

- i. Last date to avail: five (5) months from the date of activation of connection or 28th February 2019 whichever is earlier
- ii. Book movie: Minimum twenty four (24) Hours in advance
- iii. Turnaround time of confirmation: Minimum 4 hours before Showtime.
- iv. Movie request timing: Monday to Saturday 08:00 AM to 08:00 PM except Sundays and national holidays (However, in most cases requests received up to 4 PM are processed within the same day only.)
- v. Holidays: Sunday and National holidays (movies can be viewed but fresh request shall not be entertained)
- vi. Contact Number 0172-6605500 (Monday to Friday between 10:30 am to 5:30 pm)
- vii. Redemption website www.redeemyourmoviesvoucher.in