

## **TERMS & CONDITIONS**

- VODAFONE INDIA LIMITED, VODAFONE MOBILE SERVICES LIMITED, VODAFONE WEST LIMITED, VODAFONE EAST LIMITED, VODAFONE SOUTH LIMITED, VODAFONE DIGILINK LIMITED, VODAFONE CELLULAR LIMITED & VODAFONE SPACETEL LIMITED (hereinafter referred to as "Vodafone India") bring for a limited period the MY VODAFONE APP Vodafone Store OFFER (hereinafter referred to as "Promotional Offer") for its valid<sup>1</sup> Subscribers ("Subscriber") subject to the following Terms and Conditions mentioned below (hereinafter "Terms").
- 2. PLEASE READ THESE TERMS CAREFULLY BEFORE AVAILING THE PROMOTIONAL OFFER. BY PROCEEDING WITH AVAILING THE PROMOTIONAL OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT AVAIL THE PROMOTIONAL OFFER. BY UTILIZING THE PROMOTIONAL OFFER, YOU INDICATE YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.
- **3.** The chance to win select Zoozoo Merchandise by downloading My Vodafone App for free on the Subscriber/s device at Vodafone Store is a limited period Promotional Offer available for all Subscribers of Vodafone India across all the licensed telecom circles.
- **4.** This Promotional Offer is open from 00:00 hrs of 20/06/2015 to 23:59 hrs of 31/07/15 ("Offer Period"). Vodafone India may extend or shorten the Offer Period as they may deem fit and proper.
- **5.** Under this Promotional Offer, the Subscriber on downloading the My Vodafone App for free at Vodafone Store, as stated in point 4 below may have a chance to win selective Zoozoo Merchandise<sup>2</sup> available at the Vodafone Store.
- **6.** To avail the Promotional Offer, the Subscriber on visiting any of the Vodafone Stores across India, will have to download My Vodafone App on their device for free through the free mobile Wi-Fi hotspots created with the help of live demo devices present at the Vodafone Store. Post downloading My Vodafone App, the Subscriber will also be required to enter the OTP and register.
- **7.** Only those Subscribers who complete the process as described in point 4, will be eligible to participate for the Promotional Offer as stated in Point 6 herein below.
- **8.** The Subscriber on downloading the My Vodafone App at Vodafone Store successfully and post completing the OTP validation process during the Offer Period, will show the My Vodafone App downloaded to the concerned representative at Vodafone Store who in turn will ask the Subscriber to pick one card from a set of six cards presented before them.
- **9.** Of the 6 cards, 5 cards will have "Oops" printed on them and 1 card will have a picture of "Vodafone Zumi" printed on it. However, the same shall not be visible to the Subscriber at the time of choosing the card. The Subscriber shall not seek the help of Vodafone Store representative/s to select the card. If the Subscriber happens to pick the card with the picture of "Vodafone Zumi" on it, then he /

<sup>&</sup>lt;sup>1</sup> Valid Subscriber means having valid Subscription of Vodafone cellular mobile telephony services as per Law.

<sup>&</sup>lt;sup>2</sup>Zoozoo merchandise will largely include items such as Zoozoo/zumi/ Vodafone branded key chains, Zoozoo mugs, Zoozoo pouches, Vodafone branded mobile charms and other Zoozoo/zumi merchandise as available at a Vodafone Store.



she may win select Zoozoo Merchandise that would be provided by the respective Vodafone Store representative.

- **10.** The Subscriber agrees and acknowledges that he /she shall not receive a prize in the event the card he /she selects from the given set of cards which doesn't have the picture of "Vodafone Zumi" printed on it. The Subscriber also acknowledges that he/she will get only one chance to select a card on downloading and registering on My Vodafone App through the OTP.
- **11.** The Subscriber shall not have the option to select particular Zoozoo Merchandise. He/she may either accept or forgo the prize as allotted to the card without any protest or dispute.
- **12.** In the event of the prize so received is broken or is in damaged condition, the same shall be reported at the time of the receipt. No subsequent claims shall be entertained.
- **13.** The number of winners to be chosen each day at a particular Vodafone Store shall be limited as per Vodafone India's discretion. The Subscriber agrees and acknowledges that if the maximum numbers of winners for the day have been selected at a Vodafone Store, then he/she shall not be entitled to participate in the Promotional Offer on that day at the same Vodafone Store.
- **14.** Once a Subscriber has participated in the Promotional Offer or has been selected as the winner of a prize then the same Subscriber will not be eligible to participate again in the Promotional Offer during the Offer Period.
- **15.** This promotional offer is only valid for those subscribers who do not have My Vodafone App downloaded on their smartphones. Subscribers who visit any of the Vodafone Stores during the promotional offer period and who are existing My Vodafone App users are not eligible to avail this offer.
- **16.** The prizes under this Promotional Offer are neither assignable nor transferable under any circumstances. No substitution shall be given nor shall any exchange or redemption for an equivalent cash amount or in any other form be allowed under any circumstance.
- 17. These terms and conditions are available on the website of Vodafone India at the following address: www.vodafone.in. Vodafone India reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer at its sole discretion at anytime without any prior notice during its validity as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory authority and for other reasons beyond its control. Subscriber agrees that all such changes shall be binding on the Subscriber. If any Subscriber at any point of time during continuance of this Offer does not agree to any of the terms and conditions, such Subscriber shall immediately cease to avail the Promotional Offer.
- **18.** This Promotional 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 Vodafone India.
- **19.** The Subscriber agrees not to hold Vodafone India, its officers, directors, employees and agents or representatives liable for any losses arising directly or indirectly due to either subscription of the Promotional Offer or arising otherwise.



- **20.** The Subscriber shall indemnify Vodafone India, its officers, directors, employees and agents or representatives 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.
- **21.** Decision of Vodafone India regarding all transactions hereunder shall be final and binding and no correspondence shall be entertained in this regard.
- **22.** Subject to any applicable law (a) all warranties of any kind whatsoever, whether expressed or implied, are hereby expressly DISCLAIMED by Vodafone India including, but not limited to, meeting of the Subscriber's requirements or aspirations, timeliness, security, the results or reliability of the Promotional Offer, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Offer; (b) The Subscriber expressly agrees that his/her participation in the Offer is at his/her sole risk and is governed by the terms and conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Promotional Offer shall be construed to mean the giving of any warranty of any kind by Vodafone India.
- **23.** My Vodafone App Vodafone Store Offer is subject to guidelines/directions issued by Telecom Regulatory Authority of India, Department of Telecommunications or any other statutory authority from time to time.
- **24.** The Subscribers hereby irrevocably authorize Vodafone India to use the data gathered during and/or after the Offer Period in respect of the Subscribers (including Subscribers name and photograph etc.) in any of its communications including marketing promotions and advertisements along with or without Vodafone India's brand.
- **25.** By availing the Promotional Offer, the Subscriber confirms and waives the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive promotional messages and alerts of the current Promotional Offer and updates about current and upcoming offers and contests from Vodafone India, as it may in its sole and absolute discretion decide.
- **26.** Any failure on the part of the Subscribers to comply with directions issued by Vodafone India shall entitle Vodafone India at their discretion, to cancel and forfeit the prize for the said winner.
- **27.** This Promotional Offer is exclusive to any other offers/schemes/programs/tariffs introduced by Vodafone India from time to time.
- **28.** Vodafone India reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process of the Promotional Offer. Failure by Vodafone India to enforce any of their rights at any stage does not constitute a waiver of those rights.
- **29.** The terms and conditions stated herein shall not override the terms and conditions of the Subscriber Customer Information Form / Customer Application Form.
- **30.** Subscribers may contact at the Vodafone Store regarding any queries, complaints, disputes pertaining to the Promotional Offer.
- **31.** Vodafone India's officials including their officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the Promotional Offer.



**32.** This Promotional Offer shall be governed by the laws of India. Any dispute arising out of this Promotional Offer will be referred to a sole arbitrator to be appointed by Vodafone India, whose decision shall be final and binding on the parties. The place of Arbitration shall be at Mumbai.