

## VODAFONE ODISHA - 3G TRIAL OFFER (U900)

**Please read these terms & conditions carefully before attempting/trying/availing the U900 3G Trial Offer – “Try 500 MB Free” (hereinafter referred as “Trial Offer”) to celebrate the new launch of Vodafone’s U900 3G High Speed Internet services\* using 900 MHz spectrum allocated in 2015 under Unified licence Condition. By accepting the offer, you hereby unconditionally agree to be legally bound by these terms & conditions. If you do not agree to abide by these terms & conditions, please do not participate in this offer.**

The Trial offer for availing 500 MB 3G High Speed Internet in U 900 is launched in select towns / cities of Odisha Telecom Circle by Vodafone Mobile Services Limited, having its registered office C48, Okhla Industrial Area, Phase – II, New Delhi 110 020, India and Odisha circle office at Unit 41, E52, Infocity, Chandaka Industrial Estate, Chandrasekharapur, Bhubaneswar – 751 024, Odisha, India ( hereinafter referred as “Vodafone”).

The Trial offer is valid from **6<sup>th</sup> October 2016 00:00 hours to 30<sup>th</sup> November 2016 24:00 hours, in Select Towns**. The trial offer is a free offer without any charges to enable the ‘Eligible Subscribers’ of Vodafone in select towns to experience the data usage in U900 (900MHz spectrum under Unified License Conditions). Vodafone is the only operator in Odisha (As on 5<sup>th</sup> October 2016) to provide High Speed Internet on U900 i.e internet 3G data in 900 MHz band allocated under Unified License (UL) Condition, in 2015\*.

1. The Eligible Subscribers can avail this offer without any cost through USSD (Unstructured Supplementary Service Data). The USSD session to enroll in this offer will not be charged. The USSD code for enrollment is \*444\*123# The eligibility criteria for customers, towns where the offer is available along with offer benefits are detailed below.
2. The offer is neither assignable nor transferable under any circumstances and can be availed only once by the Eligible Subscribers in select towns. The offer is non-transferable, non-binding, and non-en-cashable. The offer cannot be clubbed with any other offer or promotion.
3. Vodafone reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this offer or any part thereof including the eligibility criteria, the Terms & Conditions at their sole discretion at any time during its validity as may be required in view of business exigencies and/or changes, now or in the future, by a regulatory authority and/or statutory changes and the same shall be binding on the Subscriber. You are therefore advised to check this website regularly for any update(s) or amendment(s) made to these terms and conditions.
4. Eligible Subscriber, by participating in the offer hereby agrees to the Terms and Conditions mentioned hereunder and gives his/her consent to the criteria and process of selecting the eligibility as set out herein, and any appropriate changes that may be made by Vodafone due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Vodafone.
5. Also, by participating in this offer, the Subscriber:
  - a) Warrants that he/she has read understood and agreed to conform to these Terms and Conditions.
  - b) Warrants that the accuracy, truthfulness and currency of all information that he/she

\* High Speed Internet on U900 means 3G data in U900 band basis certification by an independent agency “**Valuconnex.co.in**”

- may have submitted.
- c) Acknowledges that his participation is voluntary.

## **6. Eligibility & Benefits for participating in the offer:**

Eligible Subscribers who may participate in the Trial Offer in Vodafone Odisha Service Area are required to fulfil all of the following eligibility conditions:

- a) Subscriber shall be Residents of India and shall possess valid Identity and Address proof.
- b) Subscriber must be 18 years of age or above.
- c) Subscriber means valid existing and prospective prepaid and postpaid subscribers of Vodafone Odisha Service area only.
- d) Subscriber must neither have been convicted nor prosecuted for commission of any criminal offence nor of an unsound mind.
- e) Subscriber must not be under any legal disability e.g. insolvency, should be restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
- f) Subscriber's handset should support U900 band to avail this offer and Vodafone shall not be responsible in any manner, if the subscriber's handset don't support U900 band. Some of the handsets which may support U900 band are Samsung J2, J7, S Duos, Apple 6, Apple 6S among others. Subscriber has to verify their handset specifications before availing this offer.
- g) A valid subscriber of Vodafone Odisha Telecom Circle who has not experienced 3G High Speed Internet under U900 band within Vodafone Odisha Service Area.
- h) The select towns on scheduled dates where U900 will be rolled out are Bhubaneswar, Cuttack, Balasore and Berhampur. The list of selects towns shall be modified, withdrawn and new towns will be updated from time to time by Vodafone. Subscribers are requested to check this website for updates.
- i) After successful acceptance to the offer subject to the terms herein, 500 MB of 3G data under U900 band with a validity of 2 days will be provided without any cost.
- j) Subscriber availing this offer once is not eligible for availing the same for second time
- k) Over and above the post 500 MB usage of trial offer data, customer will be charged at PayG ( pay go) rate of 4p/10kb or as per Data pack subscribed by the customer.
- l) If a subscriber already enrolled in any data tariff plan or pack if eligible to avail this offer, then the 500 MB 3G data will be added to the existing benefits with a validity of 2 days only.
- m) If a customer is eligible for this offer and does not possess a 3G compatible handset, then the customer if eligible can avail the data benefit of 500 MB and may not experience high speed internet.
- n) Vodafone Odisha Subscribers who are roaming outside their home service area and Vodafone Subscribers of other service areas are not eligible to participate in this Offer.
- o) A Subscriber shall be considered ineligible if he/she does not conform to the conditions as stipulated in this Terms and Conditions, or cannot provide any of the required documents to evidence his subscription as required by Vodafone or statutory directions.
- p) A subscriber must not have any outstanding due(s) payable to Vodafone on account of the mobile connection.

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7. The 3G Data Speed will depend based on the customer's location, particular site and time, mobile handset specification, other external factors and shall vary from one customer to another.
8. Vodafone will not be responsible for any claims arising out of technical failures before, during or after the completion of the offer including but not limited to any technical failures in the mobile connectivity, failure of servers or the failure to provide the correct updates or any mistakes arising out of technical snags. Further, Vodafone shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of Vodafone.
9. Subject to any applicable law, all warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Vodafone including, but not limited to, data speed, timeliness, the delivery, quality and quantity.
10. Vodafone reserves the right, at any time, to unconditionally disqualify any participant/Subscriber who tampers with or who in any way abuses the trial offer or its Terms and Conditions. Failure by Vodafone to enforce any of their rights at any stage does not constitute a waiver of those rights.
11. The Subscriber hereby agrees and undertakes not to hold Vodafone and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that the Subscriber may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of this trial offer.
12. The offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone shall not be liable for any failure to comply with its obligations where the failure is caused by something outside their 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.
13. All or any dispute, difference, misunderstanding between the parties arising out of or in relation to this offer hereof (including interpretation of any provision hereof) shall, unless otherwise resolved by the parties amicably, be referred to a sole arbitrator appointed by Vodafone as per the provisions of the Arbitration and Conciliation Act, 1996 (including any amendment or re-enactment thereof). The proceedings of such arbitration shall be in English language and be held exclusively at Bhubaneswar alone. A sole Arbitrator will decide the dispute and the award will be final and binding on the parties. Subject to the above, the parties submit to the exclusive jurisdiction of competent courts of Bhubaneswar.

#### **14. Compliance:**

The offer provided is compliance with all applicable statutory legislations/guidelines/ processes /formalities as may be required by Vodafone. Any failure on the part of the participant to comply with directions issued by Vodafone shall entitle Vodafone to reject the offer at their sole discretion.

This offer is subject to guidelines/ directions issued by the Department of Telecommunications (DoT), Telecom Regulatory Authority of India (TRAI) or any other statutory authority from time to time.

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