

TERMS AND CONDITIONS GOVERNING THE RBT RETENTION PROGRAM

A. INTRODUCTION

- (i) 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.
- (ii) THE OFFER IS AN OPTIONAL OFFER CONCEPTUALIZED, ORGANIZED AND HOSTED BY **ONMOBILE GLOBAL LIMITED**, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT TOWER 1, 94/1 C AND 94/2, VEERASANDRA VILLAGE, ATTIBELE HOBLI, ANEKAL TALUK, ELECTRONIC CITY PHASE 1, BANGALORE - 560 100, INDIA (HEREINAFTER REFERRED TO AS “ONMOBILE” OR THE “ORGANIZER”) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE IDEA LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE IDEA”).
- (iii) THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA POST PAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE OFFER KNOWN AS “ELIGIBLE SUBSCRIBER” DURING THE OFFER.
- (iv) PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “RBT RETENTION PROGRAM”. 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.
- (v) 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

- (1) “**Subscriber**” shall mean the rightful subscriber of the Vodafone Idea mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea. In the event, the subscriber’s 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.
- (2) “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone Idea on a regular basis for purposes other than to participate in any offer offered by Vodafone Idea.
- (3) “**Eligible Subscriber**” shall mean an Active Subscriber of Vodafone Idea who has subscribed to the CRBT Pack. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer –
 - (i) Subscriber must be of at least 18 years of age;
 - (ii) Subscriber must be a resident of India;
 - (iii) Subscriber must be an Active Subscriber of Vodafone Idea;
 - (iv) Subscriber must belong to any of the telecom service circles* mentioned below;
 - (v) Should not have ported out of Vodafone Idea during the Offer period.
 - (vi) Further, the Subscriber who participates in the Offer and gets selected for the gratification/s in accordance with the Terms and Conditions of the Offer shall be required to be the registered Vodafone Idea Subscribers of the selected mobile phone number and not merely the players using such mobile number.
 - (vii) Once a Vodafone Idea caller tune subscriber upgrades existing service to an upgraded service that will be offered or changes its existing callertune for the specified packs during the offer period, will be eligible for below listed gratifications.

- (viii) Based on below offer grid the eligible subscribers would be randomly selected and will be gratified.

C. OFFER PERIOD

- (i) This is a limited period offer for 30 days by OnMobile, available from 27th January 2019, 00:00:01 hrs. till 25th February 2019, 23:59:59 hrs., both days inclusive (“Offer Period”);
 (ii) Vodafone Idea reserves the right to extend or shorten the Offer Period, as it deems fit.

D. OFFER AREA

- (a) The Offer is valid and the selected subscribers will be gratified in selected Indian cities / telecom service areas as mentioned below.

| S.No. | Vodafone Idea Circles* |
|-------|------------------------|
| 1 | RAJASTHAN |
| 2 | UPE |

- (b) Notwithstanding the foregoing, if the operation of or participation in the Offer is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Offer. No further notice shall be given by Vodafone Idea or OnMobile in this regard.

E. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

- (a) How to Avail This Offer?

Subscribers of the below respective packs will be sent an SMS about the Offer and if interested he/she can participate in this offer by responding to campaign & pack wise program.

| Packs | Campaign | Offers |
|--|----------|---|
| SB30 pack users | ISMS | Upgrade to Monthly pack by selecting the recommended songs & avail the offer |
| SEGP2_0(daily AYCE pack) | SMS | Make a song change & avail the offer |
| Monthly pack(RBT_ACT_CRBT_ONM3615M & RBT_ACT_CRBT_UPGCTM) | ISMS | Change the existing callertune with recommended callertune or by dialing 1234 & avail the offer |

- (b) Charging

Callertune download / rental charge is applicable as per the upgraded pack feature and will be communicated to the subscriber through SMS.

F. GRATIFICATIONS AND SELECTION SELECTED SUBSCRIBER PROCESS.

Refer to Exhibit A.

- (i) Based on offer grid the eligible subscribers would be selected through a computerized selection process and will be gratified by the Organizers. The selection of such subscribers shall be final and binding.
- (ii) If the same person having different MSISDN has been selected more than once, in such event he /she will be awarded only one prize. The subscriber will be entitled to win only once during the entire Offer Period. If the subscriber is declared as selected subscriber in more than one offer grid then he/she shall be entitled to only one prize/ reward in the entire Contest Period.
- (iii) All prizes offered in this Offer will be sponsored and distributed by the Organizer or a designated third party.
- (iv) All prizes offered in this Offer are subject to availability. The Organizer reserves the right to provide alternate models or brands or colour of the same value or any lesser value nearest to the original value, for any of the prize/s under different categories mentioned in the Terms and Conditions. Also, no request for any upgradation in the prize offered shall be entertained by the Organizer or Vodafone Idea. Model or brand or colour for alternate prize will be decided by the Organizer at its sole discretion, any choice of selected subscriber in respect to model or brand or colour will not be considered in any case.
- (v) Without prejudice to the foregoing, under no circumstance shall the selected subscribers of the Offer be entitled to redeem any category of prize for cash. The Organizer, at its sole discretion, shall not provide a cash alternative to any of the prize being offered in this Offer.
- (vi) All selected subscribers are responsible for the safekeeping of their vouchers. Should the vouchers be lost, misplaced or stolen, or the value on the vouchers be used by an unauthorized person, neither the Organizer nor VIL shall be held liable. The Organizer or VIL shall not be held liable in the event of any fraudulent transactions relating to the vouchers.
- (vii) In the event of the vouchers being lost, misplaced or stolen, the selected subscribers can directly contact the Organizer. Any queries with regard to the vouchers can be directed to Organizer.
- (viii) Separate T&Cs for the use of the vouchers would apply.
- (ix) Vodafone Idea and the Organizer is not liable for any direct/indirect costs or expenses in relation to the Offer which are to be borne by the subscriber personally, including without any limitation the costs of collecting prizes or applicable taxes to be borne by the subscribers entitled to the prize.
- (x) The subscriber shall not have the right to claim any damages, loss or costs from the Organizer and/or Vodafone Idea for delay in delivery of the prize(s) on any grounds whatsoever. The Organizer and / or Vodafone Idea are not liable for any loss or damage of any nature whatsoever if incurred by the subscriber in connection with the Offer.

- (xi) Apart from the entitlement to the prizes mentioned herein, the selected subscribers or their legal heirs, successors or representative will have no other rights or claims against Vodafone Idea and/or the Organizer, unless otherwise expressly provided hereunder.
- (xii) The selected subscriber's name will be announced by the Organizer, as registered in the system of Vodafone Idea.
- (xiii) The selected subscribers shall not be entitled to their respective prize, in case he/ she fails to clear all outstanding dues payable to Vodafone Idea and / or is not an Active Subscriber of Vodafone Idea during Offer Period and on the date of claiming the prize/s.
- (xiv) In event of the death of the selected subscriber, the prize if any may be awarded by the Organizer to the legal heirs/successors of the deceased selected subscriber at sole discretion of the Organizer. The Organizer shall have the rights to call for such documentary evidence before handing over the prize to the legal heirs/successors as it deems fit and in case of no documentary proof or evidence of Successors legal right the prize shall be transferred to next eligible selected subscriber.
- (xv) To be eligible to claim the prizes of the Offer, the winning MSISDNs have to be Active Subscriber of Vodafone Idea during Offer Period and at the time of the selected subscriber announcement.
- (xvi) Selected subscriber will be decided basis above mentioned method by the Organizer. By participating in the Offer the subscriber agrees to be bound by the selected subscriber selection process adopted by the Organizer & shall not raise any dispute in this regard in any manner whatsoever.

_____The charges paid by the subscribers are towards the service and no additional charge is collected from the subscriber for participating in the Offer.

B. MODIFICATION OF TERMS AND CONDITIONS

- (a) Organizer and/or Vodafone Idea reserves 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 by Organizer and VIL 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 Eligible Subscribers participating in this Offer.
- (b) If Organizer and/or Vodafone Idea modifies these Terms, the modified terms will be posted on www.vodafone.in and 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.

C. WITHDRAWAL OF OFFER

- (a) Organizer and/or Vodafone Idea reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer at any time during its validity as may be required by the Organizer and/or VIL 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 Eligible Subscribers.

D. DISCLAIMERS

1. 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 participate at Your sole risk. Organizers or Vodafone Idea shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Offer.
2. To the extent you choose to participate in 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 Idea and the Organizer, 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 selected subscriber or any participant or third party, in connection with the Offer or arising otherwise.
3. Organizer or Vodafone Idea 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 participate in the Offer due to technical, network or other problems. To the extent You choose to participate in 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 Idea and OnMobile, 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 Selected subscriber or any subscriber or third party, in connection with the Offer or arising otherwise.
4. The Organizer and/or Vodafone Idea reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will the Organizer or Vodafone Idea be liable for the removal of or disabling of access to the offer. The Organizer 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 Idea’s responsibility shall only be limited in providing Telecom Service on Vodafone Idea’s network for Eligible Subscribers availing this Offer.
5. You shall indemnify and keep indemnified the Organizer and Vodafone Idea, 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 the Organizer and/or Vodafone Idea may incur, pay or become responsible arising out of or in connection with Your breach of these Terms and Conditions. The Organizer and Vodafone Idea shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.
6. The Organizer, Vodafone Idea nor any of their group entities or affiliates, their respective directors, officers, employees, vendors, representatives, shall not be liable for any action, claim, demands, losses, cost, charges, expenses or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life) or incurred or claim to suffer, by a Subscriber

and/or any third party, directly or indirectly, by use or non-use of the prizes offered or on account of their participation in this Offer.

7. 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, the Organizer and/or Vodafone Idea reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
8. The Organizer and Vodafone Idea do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the subscriber.
9. The Organizer Vodafone Idea and their officials including their directors, officers, partners, employees, consultants and representatives are under no obligation to render any advice of service to any participant in respect of the Offer.

E. GENERAL TERMS AND CONDITIONS

1. By participating in this Offer, You confirm that You have read understood and agreed to confirm to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that You have submitted while participating in the Offer;
2. The awards under this Offer cannot be used in conjunction with any alternative award or promotion of a similar nature;
3. By participating in 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 Offer from Vodafone Idea, as it may in its sole and absolute discretion decide.
4. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.
5. **Force Majeure** - This 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 Organizer's ("Force Majeure Event"). Organizer shall not be liable for any delay or adverse effect caused to Eligible Subscribers as a result of a Force Majeure Event. Vodafone Idea shall intimate the suspension of the Offer caused as a result of such Force Majeure Event to the Eligible Subscribers.
6. 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.
7. Failure by Organizer 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 including a Subscriber.
8. You hereby authorize Organizer to collect Your personal information including name, address and mobile number, photograph and share with its partners so as to enable You to participate in this 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>.
9. You agree that Vodafone Idea and OnMobile 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 third parties.
10. By participating in the Offer, You, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, website and all material or content related to the Offer shall remain, at all times, owned by OnMobile, Vodafone Idea or its respective owners. All material and content contained in this website is made available for Your personal and non-

commercial use only. Any other use of the material/ content on this website, or any information disseminated by SMS or any other means of communication is strictly prohibited.

11. By participating in the Offer, You confirm that You are entering into this Offer as an independent party and nothing herein establishes an employer-employee relationship between You and Organizer and You are acting voluntarily, using Your own time and resources to participate in this Offer, solely at Your own risk.
12. 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 the Organizer and Vodafone Idea mutually, whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
- 13.
14. The employees and the family members of the employees of Vodafone Idea, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Offer.
15. The Organizer reserves the right, at any time, to unconditionally disqualify any Eligible Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Offer.
16. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content and Website, and all material or content related to the Offer shall remain, at all times, owned by OnMobile, Vodafone Idea or their respective owners. All material and content contained in this Website is made available for Your personal and non-commercial use only. Any other use of the material and/or content on this Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.

EXHIBIT A

| Offer Grid | Packs | Customers Selected |
|---|--|---------------------------------------|
| Rs.35 RC voucher/ equivalent Bill Discount | SB30 | 100 user per day |
| | SEGP2_0 (Daily AYCE pack) | 100 user per day |
| | Monthly pack(RBT_ACT_CRBT_ONM3615M & RBT_ACT_CRBT_UPGCTM) | 100 user per day |
| Rs.65 RC voucher/ equivalent Bill Discount | SB30 | 100 user per day |
| | SEGP2_0 (Daily AYCE pack) | 100 user per day |
| | Monthly pack(RBT_ACT_CRBT_ONM3615M & RBT_ACT_CRBT_UPGCTM) | 100 user per day |
| Rs.95 RC voucher/ equivalent Bill Discount | SB30 | 100 user per day |
| | SEGP2_0 (Daily AYCE pack) | 100 user per day |
| | Monthly pack(RBT_ACT_CRBT_ONM3615M & RBT_ACT_CRBT_UPGCTM) | 100 user per day |
| Movie Ticket Vouchers - Rs.250 | SB30 | 1 user per week |
| | SEGP2_0 | 1 user per week |
| | Monthly pack(RBT_ACT_CRBT_ONM3615M & RBT_ACT_CRBT_UPGCTM) | 1 user per week |
| Amazon Voucher - Rs.500 | SB30 | 1 user per week |
| | SEGP2_0 (Daily AYCE pack) | 1 user per week |
| | Monthly pack(RBT_ACT_CRBT_ONM3615M & RBT_ACT_CRBT_UPGCTM) | 1 user per week |
| Smartphone -Rs.5000 | SB30 | 1 user /month (including all 3 packs) |
| | SEGP2_0 (Daily AYCE pack) | |
| | Monthly pack(RBT_ACT_CRBT_ONM3615M & RBT_ACT_CRBT_UPGCTM) | |

Selected subscriber will be selected by a computerized system based software programme & will be informed of gratifications, Terms and Conditions through SMS.

Redemption of recharge vouchers will be valid for 1 month.