

3 Smartphone Upgrade Offer For Vi Brand Subscribers Terms & Conditions

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 FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO VODAFONE IDEA LIMITED (HEREINAFTER “**VODAFONE IDEA/VIL**”) PRE-PAID AND POSTPAID SUBSCRIBERS OF VODAFONE BRAND ONLY AND SATISFYING THE REQUIRED CONDITIONS (HEREINAFTER KNOWN AS “**SMARTPHONE UPGRADEOFFER**”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS “**SMARTPHONE UPGRADE 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.

DETAILED TERMS & CONDITIONS:

1. The Smartphone Upgrade Offer is provided by Bajaj Finserv Direct Limited (hereinafter “BFDL”) for Eligible Subscriber under Vodafone brand of VIL.
2. You shall be considered to be an Eligible Subscriber if you meet the following conditions:
 1. He/She must be an Indian citizen belonging to any one of the telecommunication service areas of VIL as mentioned herein;
 2. He/She must not have been subject of any criminal proceeding;
 3. He/She must not be of an unsound mind;
 4. He/She 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.

3. The Smartphone Upgrade Offer is valid from 16th December, 2019 to 31st December, 2019, both days inclusive ("Offer Period").
4. The Smartphone Upgrade Offer is valid across all Indian telecom service areas. Notwithstanding the foregoing, if the Smartphone Upgrade 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 this Smartphone Upgrade Offer. No further notice shall be given by VIL in this regard.
5. This Smartphone Upgrade Offer is available for select brands and on specific models purchased during the Offer Period as may be decided by BFDL.
6. BFDL in its own discretion shall decide your credit worthiness basis information provided by you and under a separate agreement entered into by you with BFDL.
7. You need to access <https://www.bajajfinservmarkets.in/terms-and-conditions.html#ChildVerticalTab02> to know more details about the Offer and how to apply for financing for Smartphone Upgrade Offer. You are also advised to check the website regularly for any update(s) or amendment(s) that may be made to the Terms and Conditions.
8. VIL in no way shall be responsible for the Offer and/or any liability arising out of or in connection with the Smartphone Upgrade Offer and the purchase of new smartphone available under the Smartphone Upgrade Offer.
9. You shall be solely responsible to adhere to the terms and conditions of BFDL while availing the Smartphone Upgrade Offer, including the payment obligations.
10. You shall carefully read and understand the details of the terms and conditions of BFDL before availing the Smartphone Upgrade Offer and under no circumstances you shall have any recourse to VIL for any kind of claim, damages of whatsoever nature for the Smartphone Upgrade Offer.
11. The subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
12. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
13. Failure by VIL 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.
14. Once you access <https://www.bajajfinservmarkets.in/terms-and-conditions.html#ChildVerticalTab02> you will be directed to the BFDL website and accordingly you shall consent to share your personal data which may be used by BFDL for determining and/or granting you the finance option for the Smartphone Upgrade Offer.
15. You agree that VIL 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 BFDL to avail this Smartphone Upgrade Offer.

16. VIL shall also provide its services independent of this Smartphone Upgrade Offer and you may choose not to avail Smartphone Upgrade Offer and continue to avail your existing services.
17. For details about the Smartphone Upgrade Offer you may call 020-39575152.
18. All disputes arising out of or in connection with this Smartphone Upgrade Offer quo your relation with VIL, shall be subject to Mumbai jurisdiction.