

# Terms And Conditions -The Home Credit - Device & VIL Recharge Financing Offer- January'2020

## 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 VODAFONE SUBSCRIBERS AVAILING HANDSET FINANCING OFFER BUNDLED WITH VODAFONE PREPAID RECHARGE BY SATISFYING THE REQUIRED CONDITIONS IN THE OFFER KNOWN AS "HOME CREDIT- DEVICE & VIL RECHARGE FINANCING OFFER" (HEREINAFTER KNOWN AS "**OFFER**") DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "HOME CREDIT- DEVICE & VIL RECHARGE FINANCING 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

1. "Subscriber" shall mean the rightful user of the VIL mobile connection of Vodafone and Idea brand, who is on prepaid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL. 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 letter 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 Vodafone brand Subscriber Identity Module ("SIM") of VIL on a regular basis for purposes other than to participate in any offer or contest offered by VIL.
3. "Eligible Product/s" shall mean bundled recharge pack of Rs. 997 as specified below under the Offer details.

4. "Eligible Subscriber" shall mean an Active Subscriber who is a prepaid customer of VIL and who is active on VIL network. An Eligible Subscriber must also satisfy the following criteria during the Offer period:–
  1. Subscriber must be an Indian citizen belonging to any one of the telecommunication service areas of VIL as mentioned herein;
  2. Subscriber must not have been subject of any criminal proceeding;
  3. Subscriber must not be of an unsound mind;
  4. 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.
  5. Subscriber must purchase a new smartphone.
  6. Subscriber must subscribe to VIL Prepaid Bundle.

**C. OFFER DETAILS – DESCRIPTION, ELIGIBILITY:**

1. DESCRIPTION

Offer Criteria	Bundled Offer Price	Details
Eligible Vodafone Prepaid Customer* on purchase new Smartphone + VIL Bundle financed by Home Credit India Finance (Pvt.) Limited (" <b>HCIN</b> ")	Rs. 1197	Unlimited Local and National Calls 1.5GB/day (4G/3G/2G) 100 Local and National SMS per day Free Roaming on Vodafone Networks Validity- 180 Days

**Criteria and Restrictions regarding Telco Plan:**

1. This Offer will not be applicable to Vodafone post-paid subscribers.
2. VIL recharge cannot be availed on a standalone basis i.e. VIL recharge can only be bundled along with purchase of a new smartphone under the financing scheme offered by HCIN, available at handset selling outlets serviced /partnered by HCIN.
3. VIL Bundle recharge once availed cannot be cancelled and no amount will be refunded to any party.
4. With regard to any issue with the telco plan/VIL recharge, customers can call the Contact Centre.

#### Criteria and Restrictions regarding Loan, EMI and Device Plan:

5. The Financing Offer (device, loan and the telco plan financing) is provided by Home Credit India Finance (Pvt.) Limited ("HCIN").
6. Eligible Subscriber acknowledges and agrees that the approval of their loan and consequently, the Offer is subject to their acceptance of loan T&Cs which shall govern the Eligible Subscriber's relationship with HCIN.
7. HCIN has the sole discretion to approve or reject the finance solution to any interested customer. VIL has no role in the approval or rejection of the finance solution.
8. The Financing Offer is made available to the customers by and in the sole discretion of HCIN. VIL will not be liable for any claims on account of availability or non-availability of the Financing Offer.
9. The Offer is valid only once per customer during the Offer Period.
10. VIL has no role or liability towards determination of interest rate.
11. VIL has no role in the collection of EMIs from customer. HCIN will collect EMI's directly from the customer.
12. VIL does not take any responsibility or liability with respect to fulfilment of Financing Offer.
13. VIL does not take any responsibility or any liability of any third party product or services available under this Offer.

#### **D. OFFER PERIOD**

1. This is a limited period Offer, available from 14th October- 2019 00:00 hrs to 31st December- 2019 23:59hrs. ("Offer Period"). VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

#### **E. OFFER AREA**

1. The Offer is valid in select Indian telecom service areas as mentioned below  
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  1. i. All VIL telecom service areas within the geographical limits of India as appropriately captured below: Delhi, Punjab, Haryana, Uttar Pradesh (East), Uttar Pradesh (West), Himachal Pradesh, Jammu & Kashmir, Kolkata, West Bengal, Bihar, Orissa, North East ,Madhya Pradesh, Assam, Rajasthan, Gujarat, Maharashtra & Goa, Andhra Pradesh, Karnataka, Kerala, Tamil Nadu (incl. Chennai),Mumbai
  2. Notwithstanding the foregoing, if 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 this Offer. No further notice shall be given by VIL in this regard.

## **F. MODIFICATION OF OFFER**

1. VIL 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.
2. If VIL modifies these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in) | [www.ideacellular.com](http://www.ideacellular.com). 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**

1. VIL reserves 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**

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 avail the Offer at your sole risk. VIL shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
2. VIL 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 VIL, 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 You or any participant or third party, in connection with the Offer or arising otherwise.
3. VIL reserves the right to change, suspend, remove, extend or disable access to the Offer at any time without notice. In no event will VIL be liable for the removal of or disabling of access to the Offer. VIL may also impose limits on

the use of or access to the Offer, in any case and without notice or liability. Under this Offer, VIL's responsibility shall only be limited in providing Telecom Service on VIL's network for Eligible Subscribers availing this Offer.

4. You shall indemnify and keep indemnified VIL, 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 VIL may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. VIL shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

## **I. GENERAL**

1. VIL shall not be responsible for the quality of the mobile handsets being offered nor is it liable for any defect or deficiency of such handsets. With regard to any device related issue Subscriber to kindly get in touch with the respective store/outlet/handset manufacturer/distributor.
2. VIL makes no representation or warranty with regard to the Financing Offer and VIL will not have any responsibility related to the Financing Offer and will not entertain any query or complaint of the Eligible Subscribers in that regard. VIL hereby excludes and disclaims all liabilities that may arise due to the Financing Offer.
3. For any customer grievances with respect to Financing Offer, below are contact details:

<b>Name</b>	<b>Email</b>	<b>Contact Number</b>
Home credit Customer care	Care@homecredit.co.in	+91-124-662-8888, 1860-121-6660

1. This Financing Offer shall be available on the purchases made from select stores/outlets serviced/partnered by HCIN. Details of the nearest store can be checked on home credit website <https://www.homecredit.co.in/>
2. VIL shall not be responsible for any delay on part of HCIN or its partners, in providing the Financing Offer. The provision of the Financing Offer shall be between the Eligible Subscriber and HCIN and at no time shall VIL be considered a party to the same.
3. VIL does not offer any warranty or guarantee in respect to the Financing Offer to be provided by HCIN or its partners and shall not be responsible for any claim or liability arising from the Financing Offer so provided by HCIN.

4. While availing any of the payment method(s) available, VIL shall not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly because of:
  1. Lack of authorization for any transaction/s, or
  2. Any payment issues arising out of the transaction, or
  3. Decline of transaction for any other reason(s)
5. In the event, Your VIL mobile number on which You would be availing the Offer already has any pre-paid tariff, the new tariff that is availed under this Offer for the Term would override such previously activated pre-paid tariff.
6. All applicable taxes on the Financing Offer shall be borne and payable by the Eligible Subscriber.
7. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
8. 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 VIL, as it may in its sole and absolute discretion decide.
9. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
10. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
11. 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.
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. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
15. You hereby authorize VIL 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 VIL Privacy Policy which is available at Vodafone: <https://www.vodafone.in/privacy-policy?section=consumer/> | Idea: <https://www.ideacellular.com/privacy-policy>
16. 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 third party content providers for availing relevant contents.

17. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to VIL and to any third party content licensor that is made available through the Offer.
18. 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 VIL whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.