

Terms & Conditions

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 ALL VODAFONE INDIA POSTPAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE OFFER UPON BUYING NEW Vivo SMARTPHONE FROM ANY OUTLET LOCATED IN THE TERRITORY OF INDIA, DURING THE PERIOD AS MENTIONED IN ANNEXURE-1 (HEREINAFTER REFERRED TO AS “**OFFER PERIOD**”).

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS 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” or “Participant” shall mean any natural person who being an Eligible Subscriber has participated in the Offer.

1. DEFINITIONS:

“**Eligible Subscriber**” shall mean a Valid Vodafone Subscriber who has purchased new Vivo Smartphone during the Offer Period and inserted the Vodafone India SIM and is active on: - (i) Red and Red4business plans 399 and above or (ii) have done any Unlimited pack Recharge from the MRP table listed below

	Offer Benefits in our 3G and 4G Circles
Eligible Subscriber* on purchase of any new Vivo Smartphone Purchased from any outlet across circles	Prepaid and Postpaid Subscribers shall receive Free 10GB*** of 2G/3G/4G data per recharge or Bill Cycle for ten (10) consecutive recharges/Bill cycles if the Eligible Subscriber recharges with any unlimited pack starting from Rs. 198 as mentioned below or in a RED Plan ** .

* the 10GB data usage may be used for any internet usage, post the free usage the Eligible Subscriber would be charged 4p/10KB for those who have subscribed to Pay As You Go Tariff, or (b) at Prevailing Pack Tariff in case already subscribed to any of the Vodafone India Internet Packs.

** Offer not valid for private pricing (121) offers. The current promotion can't be cumulated with any other special offers. Only market priced unlimited packs starting from Rs. 198 with 28 days validity or RED postpaid plan is eligible.

***Free 10GB data can be used at any time of the day, during the validity period

“3G and 4G Circles” shall mean the following circles, wherein Vodafone India has requisite 3G and 4G license: Delhi, Mumbai, Kolkata, Uttar Pradesh (West) ,Uttar Pradesh(East), Haryana, Karnataka, Gujrat, West Bengal, Kerala ,Tamil Nadu, Maharashtra & Goa, Assam, North East states, Rajasthan , Punjab, Orissa. Chennai . **Subscriber**” shall mean: (i) the rightful user of the mobile connection who is on Prepaid and Postpaid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. 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 of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein. An active Subscriber shall mean the Subscriber who uses the Subscriber Identity Module (“SIM”) on a regular basis for purposes other than to participate in the Contest or any other contests offered by Vodafone. Valid Subscriber means having valid Subscription of Vodafone India mobile telephony services as per law. An **Eligible Subscriber** must also satisfy the following criteria at the time of participation and during continuation of Offer:–

- a. Subscriber must belong to any one of the Circles of Vodafone India;
- b. Subscriber must not have been subject of any criminal proceeding;
- c. Subscriber must not - be of an unsound mind; and
- d. 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.

“Vivo Smartphone” means a Smartphone of Vivo India that was not used on the Vodafone network in the last 6 Months and a Smartphone freshly purchased by the Eligible Subscriber.

2. ACTIVATION PROCESS:

Any customer who has bought a new **Vivo Smartphone** and inserts a Vodafone SIM for the 1st time, he will get an activation message “Congratulations! Exclusive offer on your new Vivo handset. Get 10GB extra per month valid for 28days with every unlimited recharge starting Rs198 for 10 months.” Once customer recharges with eligible pack, 10 GB Free Data get attached automatically .In case of postpaid, Eligible Subscriber has to have RED rental plans already, and 10 GB Free data get attached within 48 hrs. The 10GB Offer will be given for 10 recharges or 10 Bill Cycles within 10 months.

3. Special Conditions: -

(a) Prepaid – 10GB Free Data is Valid for 28 Days only and maximum a subscriber can avail the 10GB Offer up to 10 recharges whatever comes first.

(b) Prepaid Packs - 10 GB Free Data is applicable with recharges of eligible unlimited pack starting fromRs. 198 with 28 days validity only. Also No special recharges & prices are applicable to get free 10 GB Data offer. Circle-wise applicable Recharge MRPs are mentioned below which are the only eligible recharge packs to get this Offer.

Circle	MRP 1	MR P2	MR P3	MR P4	MR P5	MR P6	MR P7	MR P8	MR P9	MR P10	MR P11	MR P12	MR P13	MR P14
Chennai	229	292	344	444	495	558	199	198	347	458	509	399	-	-
Karnataka	229	302	353	445	496	555	195	198	348	458	509	399	199	-
ROTN	229	292	344	444	495	558	199	198	347	458	509	399	-	-
Odisha	229	351	445	495	555	198	349	458	509	399	199	-	-	-
Assam	229	292	345	445	495	559	198	349	458	509	399	199	-	-
ROB	229	299	343	445	493	553	198	346	458	509	399	199	-	-
Rajasthan	229	295	346	445	495	555	198	348	458	509	399	199	-	-
Kerala	229	345	445	495	555	196	198	348	458	509	399	199	-	-
NE	229	292	345	445	495	559	198	349	458	509	399	199	-	-
Kolkata	229	299	346	446	496	557	198	347	458	509	399	199	-	-
Delhi	229	294	346	445	496	556	199	198	348	458	509	399	-	-
Haryana	229	298	348	448	498	558	194	198	344	458	509	399	199	-
Punjab	229	301	342	375	445	475	495	558	198	349	458	509	399	199
UPE	229	295	495	545	198	348	458	509	399	199	-	-	-	-
UPW	229	299	346	445	495	554	199	357	198	458	509	399	-	-

Guja rat	229	293	345	445	501	559	195	198	348	458	509	399	199	-
Mu mbai	229	445	495	554	196	198	348	458	509	399	199	-	-	-
Mah aras htra	229	293	345	445	495	554	195	198	349	458	509	399	199	-

Model	Offer Period
To any new 4G Vivo Smartphone	00:00:01 Hrs of 1st Feb 2018 TO 11:59:59 Hrs of 30th April 2018 (BOTH DAYS INCLUSIVE)

Unlimited Plans – If the base pack is on throttling in that case 10GB Free Data Pack will be also on throttling

Exclusions -- Any customers on COCP Plans or on Red4business plans of less than 399

4. MODIFICATION OF OFFER

a. Vodafone India 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.

b. If Vodafone India modify these Terms, the modified terms will be posted on www.vodafone.in. 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.

5. WITHDRAWAL OF OFFER

a. Vodafone India 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 Eligible Subscribers availing this Offer.

6. DISCLAIMERS

a. You agree that this Offer is being made purely on a “best endeavor” 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. Vodafone India shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.

b. Vodafone India 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 Vodafone India, 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 any Eligible Subscriber or third party, in connection with the Offer or arising otherwise.

c. Vodafone India reserves the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event will Vodafone India be liable for the removal of or disabling of access to the Offer. Vodafone India 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 India’s responsibility shall only be limited in providing Telecom Service on Vodafone India’s network for Eligible Subscribers availing this Offer.

d. Any claims, issues, damages or losses with regards to the quality or functionality of the Vivo Smartphone handsets purchased under this Offer will be the sole liability of the manufacturers. Vodafone India will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Subscriber.

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

7. GENERAL

a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.

b. 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 Vodafone India, as it may in its sole and absolute discretion decide.

c. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone India.

d. The Eligible Subscriber shall also be bound by the terms and conditions of the Customer

Application Form as amended from time to time.

e. 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.

f. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.

g. Failure by Vodafone India 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.

h. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.

i. You hereby authorize Vodafone India 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 Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

j. You agree that Vodafone India 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.

k. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and to any third party content licensor to Vodafone India that is made available through the Offer.

l. 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 Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

m. If any part of these Terms and Conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.

n. SUBSCRIBER QUERIES: Any questions or concerns about these Terms and Conditions of use may be brought to our attention by e-mail / phone/ visiting website page. Subscriber(s) should read the Terms & Conditions each time before Subscriber(s) use services offered by Vodafone. Any questions or concerns should be brought to our attention via e-mail by visiting our 'Contact Us' page, and providing us with information relating to Subscriber(s) feedback, comments and / or service related issue, if any. The Subscriber(s) may also call the Toll Free number 199.

8. You agree that you have read, understood and voluntarily agree to these Terms and Conditions mentioned and stated herein.

ANNEXURE 1

This Offer is currently available on a new Vivo Smartphone