

Terms & Conditions Vivo Y Series Offer: Enjoy Exclusive Benefit

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THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE PREPAID SUBSCRIBERS PARTICIPATING IN THE OFFER UPON BUYING **NEW Vivo Y Series** SMARTPHONE FROM ANY OUTLET LOCATED IN THE TERRITORY OF INDIA, DURING THE PERIOD AS MENTIONED IN ANNEXURE-1 (HEREINAFTER REFERRED TO AS "**OFFER PERIOD**").

THE OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY VIVO INDIA LTD. UNDER THE BRAND NAME VIVO, IN ASSOCIATION WITH VODAFONE IDEA LIMITED UNDER THE BRAND NAME 'VODAFONE', FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE PREPAID CONNECTIONS.

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 Y Series Smartphone during the Offer Period and inserted the Vodafone SIM and is active on: - any prepaid plans and recharged with Rs. 159/- exclusive recharge

	Offer Benefits in our 3G and 4G Circles
Eligible Subscriber* on purchase of new Vivo Y Series Smartphone Models Purchased from any outlet across circles (List of eligible Y series Model & TACs mentioned in the annexure)	Eligible Prepaid Subscribers can do a special recharge of Rs. 159/- to get unlimited calls + 1.5 GB data per day for 28 days. And this can be done for 18 recharges or 18 months whichever is earlier.

the 1.5GB 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 Internet Packs.

Offer not valid for private pricing (121) offers. The current promotion can't be cumulated with any other special offers.

"Subscriber" shall mean: (i) the rightful user of the mobile connection who is on Prepaid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone. 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.

"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 mobile telephony services as per law

"Eligible Subscriber" shall mean an Active Subscriber of Vodafone who has purchased new Vivo Y Series Smartphone Models from any outlet across Vodafone circles. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–

1. Subscriber must belong to any one of the Circles of Vodafone;
2. Subscriber must not have been subject of any criminal proceeding;
3. Subscriber must not - be of an unsound mind; and
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.

"Vivo Y Series 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 Y Series Smartphone** and inserts a Vodafone SIM for the 1.time, he will get an activation message "Congratulations! Exclusive offer on your new Vivo handset. Get 1.5 GB additional data per day for 28 days with Rs. 159 recharges for 18 recharges." Once customer recharges with

eligible pack, 1.5 GB Free Data get attached automatically .

Special Conditions: -

Prepaid Packs - 1.5 GB Free Data per day for 28 days is applicable with recharges of Rs. 159 with 28 days validity only. Also No special recharges & prices are applicable to get free Data offer.

3. MODIFICATION OF OFFER

1. Vodafone reserves the right, at their sole discretion, to modify these Terms & Conditions 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 Vodafone 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.

4. WITHDRAWAL OF OFFER

1. Vodafone 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.

5. DISCLAIMERS

1. 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 shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer
2. Vodafone 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, 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.

3. Vodafone reserves the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event will Vodafone be liable for the removal of or disabling of access to the Offer. Vodafone 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's responsibility shall only be limited in providing Telecom Service on Vodafone's network for Eligible Subscribers availing this Offer.
4. 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 will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Subscriber
5. You shall indemnify and keep indemnified Vodafone, 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 may incur, pay or become responsible arising out of or in connection with Your breach of these Terms and Conditions. Vodafone shall have the right to defend themselves, pursuant to this clause, at the cost of the Eligible Subscriber in breach.

6. GENERAL

1. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
2. 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, as it may in its sole and absolute discretion decide.
3. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone.
4. The Eligible Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
5. 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.

6. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
7. Failure by Vodafone 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.
8. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
9. You hereby authorize Vodafone 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>.
10. You agree that Vodafone 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.
11. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone and to any third party content licensor to Vodafone that is made available through the Offer.
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 Vodafone whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
13. 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.
14. 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.

7. 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 Y Series Smartphone :-

Model	Offer Period
New Vivo Y Series Smartphone(Model & TACs are mentioned in Annexure)	00:00:01 Hrs of 27 th Dec 2018 TO 11:59:59 Hrs of 31st March 2019 (BOTH DAYS INCLUSIVE)

Annexure: Eligible Y Series Models & TAC s

Model	TAC
1726/Y83Pro	86868204
	86782004
	86993603
1802/Y83	86973003
	86930603
Y95	86930804
Y81	86547004
Y71i	86891004
Y81i	86615704
Y93	86387704