

## TERMS AND CONDITIONS GOVERNING THE OFFER “100% CASHBACK OFFER”

### 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 VIL PREPAID SUBSCRIBERS AVAILING specific recharge plans as mentioned under the Offer Details AND PARTICIPATING (SUBJECT TO ELIGIBILITY) IN THE OFFER KNOWN AS “**100% CASHBACK OFFER**” (“**Offer**”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “**100% CASHBACK 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

- a. “**Subscriber**” shall mean the rightful user of the VIL mobile connection who is on prepaid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL.
- b. “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of VIL on a regular basis for purposes other than to participate in any offer or contest offered by VIL.
- c. “**Eligible Products**” shall mean all those prepaid recharge plans as specified below under the Offer details.
- d. “**Eligible Subscriber**” shall mean an Active Subscriber who is a prepaid customer of VIL and whose number has been recharged with Eligible Products to avail the Offer. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
  - i. Subscriber must be an Indian citizen belonging to any one of the telecommunication service areas of VIL as mentioned herein;
  - ii. Subscriber must not have been subject of any criminal proceeding;
  - iii. Subscriber must not be of an unsound mind; and
  - iv. 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.
  - v. Must be of at least 25 years of age as on 15-Nov-2018;
  - vi. Subscribers must be a registered user in MyIdeaApp

### C. OFFER DETAILS – DESCRIPTION, ELIGIBLE PRODUCTS, STEPS AND RESTRICTIONS

#### 1. DESCRIPTION

- (a) All Eligible Subscribers, whose Idea Number is successfully recharged with the Eligible Products through MyIdeaApp during the validity of the offer shall be entitled to get a 100% cashback (“**Cashback**”) in the form of the vouchers equivalent to the value of the successful recharge of the Eligible Product.
- (b) All subscribers who receive SMS intimation of credit of Cashback Vouchers in their account are also eligible.
- (c) This Offer does not apply to non-VIL customers;

(d) Eligible Products:

MRP	Benefits	Vouchers	Voucher Applicable MRPs
399	Unlimited Calls + 1GB/Day for 84 days	50*8 Vouchers	399
458/459	Unlimited Calls + 1.5GB/Day for 84 days	58*8 Vouchers	458/459
509	Unlimited Calls + 1.5GB/Day for 90 days	57*9 Vouchers	509
199	Unlimited Calls + 1.5GB/Day for 28 days	Rs. 20 x 10 vouchers	199

- (e) All consumer plans are meant only for the use of retail customers and are not meant for commercial/ nonretail use. Following usage by customers will be deemed to be Commercial/ non-retail usage and shall be chargeable as per the governing policy
- (f) The Eligible Subscriber shall receive the Cashback in the form of the vouchers equivalent to the value of the successful recharge value of the Eligible Product. (“Vouchers”) in Eligible Subscriber’s MyIdeaApp (“MIA”) associated with the Idea number, on which the recharge was done thru MyIdeaApp during the offer period.
- (g) The Eligible subscriber shall receive the Vouchers in his /her MIA account within 24-48 hrs. of recharging its Idea MSISDN with the Eligible Products as mentioned hereinabove.
- (h) These vouchers are linked to the number recharged. Those customers who do not already have MIA can get the vouchers by downloading MIA from the Android Play store with the eligible MSISDN and do a self-recharge with aforementioned MRPs.
- (i) The Eligible Subscriber shall be able to view the Vouchers at any time in his MIA.
- (j) The Eligible Subscriber shall be entitled to redeem the Vouchers for any future recharges mentioned under Eligible Product only by using MIA. The Eligible Subscriber can redeem a maximum of INR 50/- from these vouchers against each future recharge .The last Voucher shall be adjusted to round off the remaining balance.
- (k) The Voucher balance credited in MIA account under this Offer is NOT redeemable for cash or to be used for any other purchases by the Eligible Subscriber. Further, Eligible Subscriber cannot transfer this Voucher balance to anyone including but not limited to its bank account, other e-wallet accounts. These Vouchers are solely redeemable for recharges on his/her Idea MSISDN thru MIA.
- (l) The Cashback received can only be used to recharge the same number on which the first recharge was done, for which the Eligible Subscriber has received the Voucher.
- (m) The Eligible Subscriber shall have to redeem the Vouchers before below voucher validity dates, failing which the Vouchers shall get expired
- UL 399 : 756 days from the date of recharge during the offer period
  - UL 458 : 820 days from the date of recharge during the offer period
  - UL 509 : 900 days from the date of recharge during the offer period
  - UL 199 : 300 days from the date of recharge during the offer period
  - UL 169: 30 days from the date of recharge during the offer period
- (n) The Voucher balance shall be forfeited if the Eligible Subscriber ports out from Idea network or churns from Idea network.

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

This is a limited period Offer by VIL, available till 31-July-2019 23.59.59 hrs (“Offer Period”). VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

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

- a. The Offer is valid in select Indian telecom service areas as mentioned below –
  - i. All VIL telecom service areas within the geographical limits of India as appropriately captured below :

Assam, Delhi &NCR, Gujarat and Daman and Diu, Haryana, Karnataka, Kolkata, Maharashtra and Goa, Mumbai, North East, Punjab, Rajasthan, Tamil Nadu, Uttar Pradesh (East), Uttar Pradesh (West), Rest of West Bengal (Excluding Kolkata)
  - ii. 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 this Offer. No further notice shall be given by VIL in this regard.

#### **F. MODIFICATION OF OFFER**

- a. 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.
- b. If VIL modify these Terms, the modified terms will be posted on [www.Idea.in](http://www.Idea.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.

#### **G. WITHDRAWAL OF OFFER**

- a. 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**

- a. 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.
- b. 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.

- c. 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.
- e. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Offer will be the sole liability of the manufacturers. VIL will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- f. 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**

- 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 VIL, 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 VIL.
- d. The 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 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.
- h. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- i. 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 Idea Privacy Policy which is available at <https://discover.Idea.in/privacy-policy>.
- j. 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.
- k. 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 to VIL 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 VIL whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.