

IPHONE OFFER

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“iPhone XS & XS Max” Offer

VODAFONE IDEA LIMITED

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.

THIS OFFER IS CONCEPTUALIZED AND ORGANIZED BY VODAFONE IDEA LIMITED, OPERATING UNDER THE BRAND NAME ‘VODAFONE’, HEREINAFTER REFERRED TO AS “VODAFONE IDEA”, UNDER AN ARRANGEMENT WITH SERVICE LEE TECHNOLOGIES PRIVATE LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 2013, , HAVING ITS REGISTERED OFFICE ADDRESS AT 1022, BUILDING NO. 10, SOLITAIRE CORPORATE PARK, ANDHERI EAST, CHAKALA, MUMBAI 400093, INDIA (HEREINAFTER REFERRED TO AS “PARTNER” OR “SERVIFY”).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL IDEA POSTPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY AS DEFINED BELOW AS ELIGIBLE SUBSCRIBER) PARTICIPATING IN THE OFFER UPON BUYING NEW IPHONE XS & IPHONE XS MAX FROM THE IDEA PARTNER E-COMMERCE PORTAL ONLY, 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 “customer” shall mean any natural person who being an Eligible Subscriber has availed the Offer.

1. DEFINITIONS:

“Eligible Subscriber” or “ES” shall mean a Valid Idea Subscriber who has purchased new iPhone XS & iPhone XS Max, from the Idea partner portal during the Offer Period and inserted the Idea SIM and is active on: - (i) Nirvana plans 499 or above. An Eligible Subscriber must also satisfy the following criteria during the period of usage:-

Subscriber must be an Indian citizen having valid and operative connection.

Subscribers details provided under CAF or EKYC shall be considered as a true representation from such subscriber;

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.

Offer Criteria	Offer Benefits
Eligible Subscriber* on purchase of any new iPhone XS & iPhone XS Max	Postpaid Subscribers shall receive a rental discount of 20% for 12 bill cycles if on an eligible Nirvana 499 plan or above

Important Offer details:

* 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 499 with 28 days validity or Nirvana postpaid plan is eligible.

Delivery in 48 hours for “Top 8 cities” shall mean the following cities:

Mumbai, Delhi, Bengaluru, Chennai, Hyderabad, Pune, Ahmedabad, Chandigarh

48 hours delivery shall mean 48 working hours. Sundays will be closed/ non-operational for delivery. For eg. Orders placed on Saturday prior to noon will get processed the same day. Orders post noon on Saturday will get processed on Monday.

Delivery of handsets in 48 hours across the cities mentioned above is to be completed by the Partner. Vodafone Idea shall assume no responsibility or liability in this matter, and shall not entertain any complaint or dispute.

Offer is applicable with Nirvana 499 or above plans

Offer applicable for iPhone XS, XS Max only

Customer will get a 20% rental discount on Nirvana 499 or above plans for 12 bills

Customer will be eligible for the discount in the next bill cycle falling on or after 15 days from the date of purchase

The offer will be dropped if the customer requests for an account migration e.g. Postpaid to Prepaid, National MNP, postpaid account deactivation, plan downgrade to Nirvana 399 or any other non-eligible plan

The offer benefit is applicable for a 12 bill cycle period only

This offer is not applicable for customer who are on company paid connections/ plans

“iPhone XS & iPhone XS Max” means a Smartphone of Apple India that was not used on the Idea network in the last 6 months and a Smartphone freshly purchased by the Eligible Subscriber, through the Servify portal

ACTIVATION PROCESS:

Any customer who has bought a new iPhone XS & iPhone XS Max, through the Servify portal and inserts a Idea SIM for the 1st time, will get an activation message within the

first 30 days of SIM insert, "Congratulations! Exclusive offer on your new iPhone. Get 20% rental discount on your bill for the next 12 bill cycles, for Nirvana 499 & above". Eligible Subscriber has to have Nirvana rental plans already, prior to purchase of device.

Other Terms & Conditions

Vodafone Idea 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 The Eligible Subscriber, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, DoT and/or statutory changes and the same shall be binding on the Eligible Subscribers availing this Offer.

If Vodafone Idea modify these Terms, the modified terms will be posted on www.idealcellular.com. The Eligible Subscriber 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 The Eligible Subscriber, The Eligible Subscriber should discontinue participating in the Offer. The Eligible Subscriber's continued participation in the Offer will constitute The Eligible Subscriber's acceptance of the latest revised Terms and Conditions.

Vodafone Idea 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, DOT and/or statutory changes without any notice to the Eligible Subscriber and the same shall be binding on the participating Subscribers availing this Offer. Vodafone Idea 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 Idea's responsibility shall only be limited in providing Telecom Service on Vodafone Idea's network for Eligible Subscribers availing this Offer.

Subscription to and activation of the Offer is voluntary and The Eligible Subscriber expressly agrees to avail the Offer at his / her sole discretion and risk.

Vodafone Idea, its officers, directors, employees, customers, affiliates and agents or representatives shall remain indemnified and kept harmless by the Eligible Subscriber 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 Idea may incur, pay or become responsible arising out of or in connection with the Eligible Subscriber's breach of these Terms and Conditions. Vodafone Idea shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

DISCLAIMERS

iPhone XS & XS Max offer is purely a promotional offer for the eligible subscribers with benefits and restrictions mentioned herein. This offer does not claim to ensure any benefit other than those specifically mentioned herein.

This Offer is being made purely on a "best endeavor" basis and subject to acceptance of these Terms and Conditions. In case the benefits of this Offer are technology driven without any human intervention, it is understood that such Offer benefits are largely dependent on various technical parameters. The Offer benefits may be subject to technological errors, or may vary depending on several factors including the nature of Offers, network congestion, location of access, topography, barriers caused by constructions etc. Vodafone Idea and its officers, directors, employees, customers, affiliates and agents or representatives shall not be responsible or liable in any manner for any loss, injury or any other liability to any ES may suffer.

Vodafone Idea makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of The ES 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.

Any claims, issues, damages or losses with regards to the quality or functionality of the benefits comprising of services / handsets availed under this Offer will be the sole liability of the third party manufacturers or service providers (including "Partner"). Vodafone Idea will not have any responsibility or liability related to the same and will not entertain any query or complaint of the participants.

To the extent the Eligible Subscriber chooses to avail this Offer, the ES do so at her own initiative and he / she will remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws.

Your participation in the Offer is voluntary and you expressly agree to avail the Offer at your sole risk. Vodafone Idea shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.

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 Idea, 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.

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

GENERAL

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

By availing this Offer, The Eligible Subscriber confirm and waive the applicability of rules and regulations of the National Do Not Call registry and The Eligible Subscriber agrees to receive promotional messages and alerts under the current Offer and upcoming Offers from Vodafone Idea, as it may in its sole and absolute discretion decide.

This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea and its officers, directors, employees, customers, affiliates and agents or representatives.

The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.

This Offer is subject to guidelines/directions issued by TRAI & DoT or any other statutory authority from time to time.

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

Failure by Vodafone Idea 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.

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

The Eligible Subscriber shall avail this Offer in accordance with Idea Privacy Policy.

The Eligible Subscriber agrees that Vodafone Idea has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that The Eligible Subscriber may have to share independently with other third party benefit or service Provider or content providers for availing relevant contents or Offer benefits.

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

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

In addition to these terms and conditions agreed with Vodafone Idea, the Customer shall also be bound by the terms and conditions imposed by Partner, the Device manufacturer / Authorized Agency related to purchase of Device. The customer acknowledges and agrees that Vodafone Idea Limited does not have any control in respect of the terms and conditions of the Partner and other third Parties offering their product or services under this Offer i.e., the Device manufacturer / Authorized Agency, Vodafone Idea shall not be responsible for any non-performance or breach of any contract entered between the customer and any other Party(ies) and shall not and is not required to mediate or resolve any dispute or disagreement between the customer and such other Parties. The customer acknowledges and agrees that the Vodafone Idea is a mere

facilitator in this Offer and it does not hold any right, title or interest, nor has any obligations or liabilities in respect of any contracts entered into between the customer and other Party(ies).

VODAFONE IDEA LIMITED MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER IN RESPECT OF THE OFFER AND THE DEVICE INCLUDING AS TO ITS FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, AVAILABILITY, DISRUPTION OR ERROR FREE OPERATION.

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 iPhone XS & iPhone XS Max Smartphones :-

Model	Offer Period
New iPhone XS & iPhone XS Max	00:00:01 Hrs of 8 th October 2018 TO 11:59:59 Hrs of 30 th November 2018 (BOTH DAYS INCLUSIVE)

[Back \(/Content/Ideadigital/In/En/Terms-And-Condition.Html\)](#)

Postpaid	Prepaid	Idea Apps	Handy Links	Other Links
paybill (https://care.ideacellular.com/paybill)	recharge (https://care.ideacellular.com/recharge)	All Apps (https://ideamovieclub.onelink.me/1097180955/D85f48e1)	a-new-connection (https://www.ideacellular.com/new-connection)	take-compliance (https://www.ideacellular.com/customer-care/regulatory/telecom-consumer-charter)
Bill Pay (https://care.ideacellular.com/bill-pay)	Recharge (https://care.ideacellular.com/recharge)	Idea App (https://www.ideacellular.com/my-us/overview)	About Us (https://www.ideacellular.com/about-us)	Charter (https://www.ideacellular.com/customer-care/regulatory/telecom-consumer-charter)
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Plans & Packs (https://www.ideacellular.com/customer-prepaid/overview)	Packs (https://www.ideacellular.com/customer-prepaid/overview)	IMTV&Utm_medium=IdeaWeb-Footer-PWA&Utm_campaign=PWA&Utm_term=IdeaWebFooter%20 (https://www.ideacellular.com/customer-prepaid/overview)	Help & Support (https://www.ideacellular.com/customer-care/overview)	Terms & Conditions (https://www.ideacellular.com/idea/promotions)
Roaming (https://www.ideacellular.com/postpaid/roaming/overview)	Roaming (https://www.ideacellular.com/postpaid/roaming/overview)	Dialer Tones App (http://ideadialertones.com/idea/initaction.dg)	Store Locator (https://www.ideacellular.com/customer-care/need-help/locate-idea-store)	Privacy Policy (https://www.ideacellular.com/idea/privacy-policy)
VAS (https://www.ideacellular.com/customer-value-added-services/overview)	VAS (https://www.ideacellular.com/customer-value-added-services/overview)	Fastest 4G Network MPCG (https://www.ideacellular.com/fastest-4g-network-mpc)	Careers (https://www.ideacellular.com/careers)	Sitemap (https://www.ideacellular.com/sitemap)
	Fastest 4G Network MPCG (https://www.ideacellular.com/fastest-4g-network-mp-and-chhattisgarh)		News & Media (https://www.ideacellular.com/news-media)	Warning And Fraudulent (https://www.ideacellular.com/warning-and-fraudulent)
			My Network (https://mynetwork.ideacellular.com/)	
			Prepaid TRAI Mandate (https://www.ideacellular.com/customer/prepaid/trai-mandate)	
			DND Registration (https://www.ideacellular.com/dnd)	
			DND Complaints (https://www.ideacellular.com/dnd/complaints)	

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