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NEW YEAR CELEBRATION OFFER

TERMS AND CONDITIONS GOVERNING THE OFFER "NEW YEAR CELEBRATION 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 PREPAID IDEA BRAND SUBSCRIBERS OF VODAFONE IDEA LIMITED (VIL) AVAILING SPECIFIC RECHARGE PLANS AS MENTIONED UNDER THE OFFER DETAILS AND PARTICIPATING (SUBJECT TO ELIGIBILITY) IN THE OFFER KNOWN AS "NEW YEAR CELEBRATION OFFER" ("Offer") DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "NEW YEAR CELEBRATION 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 of Idea brand 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 Idea Subscriber Identity Module ("SIM") 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 herein below under the Offer description.
- 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; and
- ii. Subscriber must not have been subject of any criminal proceeding; and
- 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; and v. Must be of at least 18 years of age as on 13-Dec-2018;

Internal

- C. OFFER DETAILS DESCRIPTION, ELIGIBLE PRODUCTS, STEPS AND RESTRICTIONS DESCRIPTION
- (a) Offer is open only to Eligible Subscribers, whose Idea number is successfully recharged with any Prepaid Recharge Pack of Rs. 95 or above ("Eligible Products") during the Offer Period stated below
- (b) Offer provides directly from Amazon ("Amazon Pay (India) Private Limited"), an assured Amazon Pay Voucher worth Rs. 30 only to Eligible Subscribers.
- (c) Eligible subscribers can avail the benefit of the Offer only once during the Offer Period
- (d) The Eligible Subscriber shall receive Amazon Pay Voucher code through an SMS within 2 working days of recharge.
- (e) This Amazon Pay Voucher code is linked to the Idea number recharged during the Offer period. The Eligible Subscriber can redeem this Amazon Pay Voucher by entering this code at Amazon Website or App in Amazon Pay section on or before 31-Jan-2019 post which this voucher code shall get expired
- (f) Usage of Amazon Pay Voucher is governed by the Terms & Conditions of Amazon India available at www.Amazon.in. Amazon India reserves the right to disregard the voucher code if any fraudulent activity is detected
- (g) Amazon India at its discretion may also provide additional benefits through Amazon Pay vouchers worth Rs. 3000/ to selected 15 Eligible Subscribers, the terms governing such additional benefits/offers are available at www.Amazon.in. The Eligible Subscribers are advised to ascertain additional benefits from Amazon and the terms and conditions thereof. VIL does not have any responsibility for such additional benefits provided by Amazon. The entire responsibility of the Offer including additional benefits lies with Amazon India and VIL has no involvement, whatsoever in organizing, managing or executing it.
- (h) The Eligible Subscriber should read, understand and accept the terms and conditions put on www.Amazon.in. Any personal information that Eligible Subscriber shares towards availing the Offer benefits, shall be at his sole discretion and VIL shall not be liable for any use of Eligible Subscriber's information by Amazon India
- (i) The offer benefits/voucher codes are neither transferable nor assignable
- (j) Those customers who do not already have Amazon India account can create the same by downloading Amazon.in App from Android Play store or by visiting www.Amazon.in website.
- (k) VIL does not take any responsibility or liability with respect to voucher codes including fulfilment of voucher codes, save and except the distribution of voucher codes to Eligible Subscribers
- (I) VIL does not take any responsibility for loss or misuse of the voucher code(s). VIL will not be able to resend the voucher code(s) to the customer in case of loss or misuse.
- (m) VIL does not take any responsibility or any liability of any third party/Amazon India products or services.

- (n) The voucher codes cannot be redeemed for cash, returned or resold
- (o) The government levies/taxes if any respect to Offer benefits will be borne by the Eligible
- Subscriber
- (p) For any queries/complaints with regard to voucher codes/ vouchers of Amazon / Offer, pls $\,$
- call Amazon customer care at 180030009009 or go to

https://www.amazon.in/gp/help/customer/display.html

D. OFFER PERIOD

This is a limited period Offer by VIL, available from 13-Dec-2018 00.00.00 hrs till 10-Jan-2019,

23.59.59 hrs. ("Offer Period"). VIL and Amazon 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, Andhra Pradesh & Telangana, Bihar, Delhi & NCR, Gujarat and Daman and Diu, Haryana, Himachal Pradesh, Jammu & Kashmir, Karnataka, Kolkata, Madhya Pradesh & Chhattisgarh, Maharashtra and Goa, Mumbai, North East, Punjab, Rajasthan, Tamil Nadu & Chennai, 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 Eligible Subscribers from such state and/or territory or part thereof shall not be eligible to subscribe to/avail this Offer. No further notice shall be given by VIL in this regard.

F. MODIFICATION OF OFFER

- a. VIL and Amazon 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 these Terms are modified, the modified terms will be posted on www.ideacellular.com and www.Amazon.in You are therefore advised to check these websites 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 and/or Amazon 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.
- 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 Eligible 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/telecom services and/or any delay or failure to avail the

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Offer/telecom services 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, 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 and /or Amazon India 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 and/or Amazon 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, 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 benefits/products/services awarded under this Offer will be the sole liability of the Amazon/ its sellers. VIL makes no representation or warranty with regard to products/services of Amazon/ its sellers and 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 or Amazon 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 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. Eligible 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://www.ideacellular.com/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.
- I. 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 independent arbitrator to be appointed by VIL whose decision shall be final and binding on the parties. The place of arbitration shall be Mumbai.

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(Https://Ideamovieclub.Onelink.Me/1097180955/D85f48e1) Bill Pay Recharge Charter) About US (Https://Www.Ideacellular.Com/About-CSR (Https://Care.Ideacellular.Com/Wp\$/Rtptsal/@aceulde/ac

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(Https://Www.Ideacellular.Com/Idea/Promotions) Dialer Tones App Care/Overview) Roaming Roaming

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(Https://Www.ldeacellular.Com/Customer-And-Roaming-Services/International-

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Added-Services/Overview)

Fastest 4G Network MPCG

(Https://Www.ldeacellular.Com/Fastest-

4g-Network-Mp-And-Chhattisgarh)

Care/Need-Help/Locate-Idea-Store)

Sitemap Careers (Https://Www.Ideacellular.Com/Careers/OverWew).deacellular.Com/Sitemap)

Care/Regulatory/Telecom-Consumer-

Warning And Fraudulent News & Media

(Https://Www.Ideacellular.Com/Mediatps://Www.Ideacellular.Com/Warning-

And-Fraudulent) Centre/Overview)

My Network

(Https://Mynetwork.Ideacellular.Com/)

Prepaid TRAI Mandate

(Http://Www.ldeacellular.Com/Customer/Prepaid/Trai-

Mandate)

DND Registration

(Https://Www.Ideacellular.Com/Dnd)

DND Complaints

(Https://Www.Ideacellular.Com/DND/Complaints)

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