

## **TERMS AND CONDITIONS OF THE SPECIAL OFFER “Double Data with New 4G Smartphone”**

### **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 OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY IDEA IDEA LIMITED (HEREINAFTER REFERRED TO AS “VODAFONE IDEA”/ “VIL” ) FOR THE ELIGIBLE SUBSCRIBERS OF VIL

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VIL - PPREPAID IDEA SUBSCRIBERS PARTICIPATING IN THE OFFER KNOWN AS “Double Data with 4G Smartphone Upgrade” (“OFFER”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “Double Data with 4G Smartphone Upgrade”. 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 (Idea) connection who is on prepaid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea. 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.
- b. **“Active Subscriber”** shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone Idea on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone Idea.

- c. **“Eligible Subscriber”** shall mean an Active Prepaid Subscriber of VIL who has availed 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 cities / Circles of Vodafone Idea as mentioned herein;
  - ii. Subscriber must not have been subject of any criminal proceeding;
  - iii. Subscriber must not - be of an unsound mind;
  - 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 into any contractual relationship;
  - v. Subscriber must be an existing customer of Vodafone Idea. The new customers have to do the FRC and then complete the eligibility process for this Offer.
  - vi. Subscriber must have purchased a new 4G Smartphone of any brand (“Eligible Device”) during the offer period and should complete the device eligibility check.
  - vii. Subscriber has to recharge with Recharges as per table below during the offer period

**C. OFFER DETAILS – BENEFITS, ACTIVATION STEPS AND RESTRICTIONS**

1. Offer Benefits

- a. This Offer is available with Prepaid Recharges 199 & 399 as per above mentioned eligibility
- b. Customer gets additional data benefit only over and above the standard product benefit at no extra cost. e.g. with Recharges 399, customer will get additional 1GB data/day for 84 days, therefore total data quota will be 2GB/day for 84 days
- c.

Recharge	Existing Benefit	Additional Benefit
Rs. 199	1.5 GB per day for 28 days & Unlimited Calls for 28 days	(1.5 GB + 1.5 GB) per day for 28 days & Unlimited Calls for 28 days
Rs. 399 (Kerala Circle)	1.5 GB per day for 70 days & Unlimited Calls for 70 days	(1.5 GB + 1.5 GB) per day for 70 days & Unlimited Calls for 70 days
Rs. 399 (Rest Circles)	1 GB per day for 84 days & Unlimited Calls for 84 days	(1 GB + 1 GB) per day for 84 days & Unlimited Calls for 84 days

- d. The additional data benefits for all Eligible Subscribers will be provisioned within 24 hours for offline mode and within 48-72 hours for digital channel like website and MyIdea App.

2. Offer **Activation Steps:**

- a. You need to check your eligibility: Send SMS 4G IMEI to 50404 to check handset eligibility Eg. Send 4G <Space> <14-15 digit IMEI> to 50404  
To check the device IMEI - Dial \*#06# to see the IMEI number on phone dialer.
- b. Recharge with either 199 or 399 if eligible for the Double data offer
- c. Customer will get a confirmation SMS post activation of Double Data Offer. Once added, the benefits will reflect on MIA.

3. **Restrictions:**

3.1 All consumer plans are meant only for the use of retail customers and are not meant for commercial/nonretail use. Any of such usage by Eligible Subscribers will be deemed to be commercial/ non-retail usage and shall be chargeable as per the governing policy. These Recharges mentioned herein are not intended for commercial usage

**D. OFFER PERIOD**

- a) This is a limited period offer by Idea, available from [●]2019, 00:00:01 hrs. until revoked by VIL (“Offer Period”).
- b) VIL reserves the right to extend or shorten the Offer Period, as it deems fit.
- c) The Offer can be claimed per MSISDN per IMEI only once

**E. UNREASONABLE USE**

1. It is unreasonable use of the Service/Promotion where Your use of the Service/Promotion is reasonably considered by VIL to be fraudulent use, to be contrary to the way the Service/Promotion is intended to be used (“Intended Use”), or to adversely affect the VIL Network or other VIL customers' use of or access to the Service/Promotion or the Idea Network.
2. All consumer plans are meant only for the use of retail customers and are not meant for commercial/ non-retail use.

**F. OFFER AREA**

The Offer is valid across VIL circles in India except J&K post fulfilling all the eligibility criteria.

**G. MODIFICATION OF OFFER**

- a. 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 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 Idea modify these Terms, the modified terms will be posted on [www.ideacellular.com](http://www.ideacellular.com). 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.

## **H. WITHDRAWAL OF OFFER**

- a. 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, 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.

## **I. 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. Vodafone Idea shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
- b. Vodafone Idea 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. The network availability will depend on several factors including the nature of handset, network congestion, location of access, topography, barriers caused by constructions etc. 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 You in connection with the Offer or arising otherwise.
- c. Vodafone Idea reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will Vodafone Idea be liable for the removal of or disabling of access to the 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.
- d. Any claims, issues, damages or losses with regards to the quality or functionality of the Eligible Devices 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 participants.
- e. You shall indemnify and keep indemnified Vodafone Idea, 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 Idea may incur, pay or become responsible arising out of or in connection with the Your 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.

**J. GENERAL**

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. The Offer benefits which are not utilized within the recharge plan validity will expire and be forfeited.
- c. 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 Idea, as it may in its sole and absolute discretion decide.
- d. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea.
- e. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- f. 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.
- g. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- h. 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.
- i. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- j. You hereby authorize Vodafone Idea 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>.
- k. You agree that Vodafone Idea 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.
- l. By participating in the Offer, You 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.
- m. 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.
- n. Customer who have bought a secondhand handset are not eligible for this Offer

- o. The data quota of this Offer adds to your existing benefit

Annexure – A

List of Recharges is available on this [link](#), this offer is applicable only on Recharges 199 & 399