

# TERMS & CONDITIONS FOR IDEA SAKHI

## "Idea Sakhi"

### Power to Women Subscriber

#### TERMS AND CONDITIONS

**"Idea Sakhi" - A special offer for the Idea Women Subscribers enabling them, for a period of 12 months, to send emergency alerts to upto 10 family & friends, and for prepaid eligible subscribers to have free 10 minutes Additional talktime, 10 SMS & 100 MB data; and 10-digit code for recharging facilities at retail stores without disclosing mobile number.**

**"Idea Sakhi" – THIS OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED (HEREINAFTER REFERRED TO AS "VODAFONE IDEA") FOR ITS ELIGIBLE WOMEN SUBSCRIBERS AVAILING THE SERVICES UNDER THE BRANDNAME 'IDEA' THROUGH IT ENABLED NETWORK FEATURES PROVIDED UNDER AN ARRANGEMENT WITH TBM TECHNOLOGIES PVT LTD ("SERVICE PROVIDER")**

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL IDEA PREPAID / POSTPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY as defined below as Eligible Subscriber) AVAILING THE OFFER AS **"Idea Sakhi"**.

BY AVAILING **"Idea Sakhi"** by OPT IN BASIS, ELIGIBLE SUBSCRIBERS AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). AS IT IS PURELY OPTIONAL AND FREE, ANYONE WHO DO NOT AGREE TO THESE TERMS AND CONDITIONS, MAY NOT OPT IN FOR IT.

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 Service.

#### **A. DEFINITIONS**

**" a. Eligible Subscriber (ES) "** shall mean a Women Subscriber using Idea Branded Prepaid or Postpaid services of Vodafone Idea who is registered as Prepaid/ Postpaid women SIM owner (basis necessary verifications through EKYC or CAF information available in Vodafone Idea database) and who is a subscriber with active outgoing/service validity in case of Prepaid connection & An Eligible Subscriber must also satisfy the following criteria during the period of usage :-

- i. Subscriber must be an Indian woman citizen having valid and operative connection.
- ii. Subscribers details provided under CAF or EKYC shall be considered as a true representation from such subscriber;
- iii. 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.

#### **B. "Idea Sakhi" – OFFER AS DETAILED BELOW**

#### **AN ELIGIBLE SUBSCRIBER ('ES') MAY OPT FOR AVAILING Idea Sakhi OFFER UPON ACTIVATION (ACTIVATION) THROUGH IVR PROCESS AS UNDER:**

Step1: **Call on toll-free number 1800-123-100**

Step2: Register at-least 1 (and upto 10) Emergency Contacts (Friends & Family) for Emergency Alerts service for effective and intended use of Sakhi offer.

Only an ES who has completed **both Step 1 & 2** are considered to have availed this opt-in offer.

#### **BENEFITS AND RESTRICTIONS**

##### **Emergency Balance for Prepaid ES :**

Ten minutes of free calling on any local or STD mobile or landline, 10 free local or STD SMS when balance reaches less than Re. 1, and 100 MB data once in every 30 days, i.e. "Emergency Balance"

1. Emergency Balance is applicable only once in 30days for all Eligible Women Subscribers other than those availing Unlimited Packs - If availed, it will be renewed in the next rolling 30days from the date of Sakhi Registration
2. Emergency Balance cannot be utilized post the expiry of Service Validity period
3. 100 MB Data benefit can be used even if balance is > Rs.1, post expiry of data quota on any other existing data pack availed by the customer.

##### **10 Digit Dummy Code for Private Number Recharge:**

Recharge at select retail stores can be done without revealing actual number by using a 10 digit dummy code through Private Number Recharge for prepaid ES. However, this facility shall not be available for

- a) any online recharge
- b) promotional offer recharges

For Postpaid ES, bill payment can be made online or through quoting Service Account Number as mentioned in the bill (instead of Mobile number), if paying offline

##### **10 family members and friends who can be registered as recipients of Emergency Alerts**

:

A facility of emergency/safe/help/location updates alerts herein after Location Emergency Alert Service ('LEAS') through SMS update is provided which if opted by ES would enable herself to update her location and notify Safe with 10 friends and family. LEAS works on all types of phones - Feature phones / 2G phones / Smartphones, even without mobile internet or any balance on the phone.

- i. ES may opt for adding up to 10 family members or friends as Emergency Alert Group ('EAG') by **dialling 1800-123-100** and following the simple instructions that are available in a number of different languages.
- ii. After EAG members are added, all such persons will receive an SMS notifying them that ES have added them to your Vodafone Emergency Alerts group to receive from the eligible Subscribers when such alerts are triggered by subscribers.
- iii. Any EAG members can opt out of by sending **"NO < ES's mobile number>"** via **SMS to 7567855100**. They can also permanently block you from adding them to your group by sending **"BLOCK ON <ES's Mobile Number>"** via **SMS to 7567855100**.

**NOTE:** EAG will be added to EAG to receive your alerts even if they are registered in the NDNC registry, since neither the notification nor the alerts are commercial solicitations.

iv. EAG members need not necessarily be a Vodafone Idea Subscriber. Any valid Indian mobile number issued by any licensed Indian Mobile Operator, falling under the purview of Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT).

v. Once LEAS is successfully activated by ES and at least one number is added to EAG, the LEAS will be ready (subject to network conditions) for you 24 hours a day, 7 days a week and 365 days in a year.

**Note:** In order to send an alert ES MUST have at least one number in the EAG of ES although it is recommended that you add at least three numbers.

vi. To send an LEAS, ES is to dial 55100 and disconnect the call as soon as it is answered. To send a Safe Alert dial 55100 and press option 2.

- vii. When any ES duly opted for the location alert update service to EAG, a quick call to 55100 will instantly trigger alerts to EAG. The location from where the alert is triggered is automatically included in the SMS alerts from the nearest tower through an IT enabled package provided by the Service Provider.
- viii. LEAS are sent via an automated voice call from the number '7567855100'.
- ix. A flash message and SMS with your location information are also sent. Safe Alerts are also sent via SMS
- x. All SMS and flash messages from Idea for LEAS will be delivered from **IX-EALERT where 'X' denotes subscriber circle**.
- xi. The location alert update feature is only available with emergency alerts.
- xii. Location alert update feature has to be enabled by you before your EAG can start getting your updated location information in 10 minute intervals for the next 4 hours of sending the emergency alert. It can be enabled by dialling 55100 and following instructions or by sending "TRACK ON" via SMS to 55100.
- xiii. Once enabled, this feature will stay activated in your account until it is disabled by dialling 55100 and following instructions or by sending "TRACK OFF" via SMS to 55100. By default this feature is turned off.
- xiv. Please note that location information is purely technology dependent and without any human interventions, where the IT package services are provided by the service provider. Therefore alert to EAG
  - a. May not always be available and is contingent upon sufficient network coverage/ availability; and
  - b. May not always be accurate and may only give your approximate location depending upon the density of cell phone towers in your area; and
  - c. May not always work in Intra Circle roaming networks.

**12 Months Validity Period:**

This is a limited period offer by Vodafone Idea, available for a period of 12 months from the date of Activation ("Offer Period");

Vodafone Idea reserves the right to extend or shorten the Offer Period, as it deems fit.

**C. Other Terms & Conditions**

- 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 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.
- b. If Vodafone Idea modify these Terms, the modified terms will be posted onwww.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.
- c. 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.
- d. **This offer merely enables Eligible Subscribers to send LEAS only when the eligible subscriber wants to do so, by calling designated number through and IT enabled network package system provided by the service provider. Vodafone Idea does not keep location updates of its subscribers in normal course.** It is an enabler intended to be in addition to prudent safety measures and is not intended to replace such prudent safety measures under any circumstances whatsoever.
- e. Subscription to and activation of the Idea Sakhi Offer is voluntary and The Eligible Subscriber expressly agrees to avail the Offer at her sole discretion and risk.
- f. This Offer largely comprises of LEAS based on location update of the Subscriber availing the Offer and her location updates will be provided only at the option of ES after the ES give express consent through IVR and trigger the LEAS as per process stated herein above.
- g. LEAS shall be sent to EAG along with location details only when triggered by the ES who has availed and activated the Vodafone Sakhi.
- h. 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.

**D. DISCLAIMERS**

- a. Idea Sakhi is purely a promotional offer for the eligible subscribers This offer does not claim to ensure or guarantee safety of ES availing the offer, nor does it propagates unsafe behaviour and the ES are at all times advised to take adequate safety measures as may be needed depending on the situation.
- b. This Offer is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. This Offer, which comprises of opt-in process and location update of subscribers, is a highly technology driven Offer without any human intervention, and is largely dependent on various technical parameters. Quality of location update 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. 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.
- c. 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.
- d. To the extent the Eligible Subscriber chooses to avail this Offer, the ES do so at her own initiative and she will remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws.
- e. Location updates sent to ES under this Offer are finalised by the third party Service Provider and Vodafone Idea shall not remain responsible or liable for the services provided by third party service providers.

**E. 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, 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.
- c. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone Idea.
- 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 TRAI & 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 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.
- h. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- i. The Eligible Subscriber shall avail this Offer in accordance with Vodafone Idea Privacy Policy.
- j. 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 Offer Provider or other third party Offer or content providers for availing relevant contents or Offers.
- k. 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.
- 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 Vodafone Idea whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

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