

TERMS AND CONDITIONS GOVERNING THE 4G HANDSET 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 VODAFONE IDEA LIMITED (HEREINAFTER “**VODAFONE IDEA/VIL**”) PRE-PAID IDEA SUBSCRIBERS UPGRADING/CHANGING TO ANY NEW 4G HANDSET AND SATISFYING THE REQUIRED CONDITIONS IN THE OFFER KNOWN AS “**4G HANDSET CASHBACK OFFER**” (HEREINAFTER KNOWN AS “**OFFER**”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “**4G HANDSET 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. 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 letter 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 Idea brand 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 Product/s**” shall mean unlimited recharge packs of Rs.199 or more as specified below under the Offer details.
- d. “**Eligible Subscriber**” shall mean an Active Subscriber who is a prepaid customer of VIL and who has been on Idea network for at least 90 days. An Eligible Subscriber must also satisfy the following criteria during the Offer period:–
 - 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;
 - 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.
 - (a) Upgrade/change to any new 4G Handset for the first time on Idea Network. That is Subscriber’s new 4G Handset (IMEI) has latched for first time, on Idea network during the Offer Period.
 - (b) This Offer will not be applicable to Subscribers who are already using a 4G handset on Idea network;

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

1. DESCRIPTION

- a) The Eligible Subscribers fulfilling the eligibility criteria set above and successfully recharging the Eligible Products will be entitled for Rs.2000 Cashback in the form of 40 discount coupons valuing Rs.50 each valid for 40 months which shall be effective from the date of credit.
- b) The discount coupons shall be credited within 48 hours on the My Idea App for the eligible new 4G handset.

Steps for redemption & Restriction:

- c) Discount coupons can only be redeemed through My Idea App only.
- d) To redeem the discount coupon, customer has to go to the “My Vouchers- 4G Handset Cashback section”, in My Idea App & click on “Redeem Voucher” button.
- e) Redemption applicable only on the Eligible Products listed in the 4G Handset Cashback offer section.
- f) Customer can only utilise one discount coupons of Rs.50 for one Eligible Product/s. Not more than one discount coupon can be redeemed on one recharge. Clubbing of voucher available to customer under various schemes cannot be done for one recharge.
- g) Customer can choose to do as many number of recharges on any given day or month, under the program subject to availability of discount coupons for redemption.
- h) Discount coupons are applicable only on Eligible Product/s done for the same or the primary number on which the discount coupons are credited. Discount coupons cannot be utilised to recharge any other number other than the primary number & are non- transferable.
- i) 4G Handset Cashback Offer can be availed only once on a Mobile Number.
- j) Offer can be redeemed only once for the eligible handset. Any Handset (IMEI) that has become eligible once for the offer, cannot become eligible for the offer in future, even in case of a different mobile number.
- k) Coupons will be forfeited in the event of churn, MNP (Port out) or in case migration to Postpaid. Unutilised coupons will be forfeited upon defined expiry (40 Months from date of credit).

D. OFFER PERIOD

This is a limited period Offer by VIL, available from 3 Apr'19 00:00 hrs to 30 June'19 23:59hrs. (“**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 as appropriately captured below:
Delhi, Punjab, Haryana, Uttar Pradesh (East), Uttar Pradesh (West), Himachal Pradesh, Jammu & Kashmir, Kolkata, West Bengal, Bihar, Orissa, North East, Madhya Pradesh, Assam, Rajasthan, Gujarat, Maharashtra & Goa, Andhra Pradesh, Karnataka, Kerala, Tamil Nadu (incl. Chennai), Mumbai
 - ii. Notwithstanding the foregoing, if 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 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 modifies these Terms, the modified terms will be posted on 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.

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. 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 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.