

## TERMS AND CONDITIONS GOVERNING THE OFFER “FESTIVE DELIGHTS” 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 THE ELIGIBLE SUBSCRIBER OF VODAFONE IDEA LIMITED (“VODAFONE IDEA/VIL/VI”) POSTPAID SUBSCRIBERS AVAILING SPECIFIC POST-PAID PLAN AS MENTIONED UNDER ELIGIBLE PLAN AND AVAILING (SUBJECT TO ELIGIBILITY) THE BENEFITS KNOWN AS “**FESTIVE DELIGHTS OFFER**” DURING THE OFFER PERIOD AS MENTIONED HEREIN. THIS IS A LIMITED PERIOD OFFER.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE AVAILING THIS OFFER. BY AVAILING THIS 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 AVAIL THIS 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 AVAILED THIS OFFER.

### B. DEFINITIONS

- a. “**Subscriber**” shall mean the rightful user of the VIL mobile connection who is on post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL.
- b. “**Active Subscriber**” shall mean a Subscriber who uses the 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 Plan**” shall mean Family 699 plan.
- d. “**Eligible Subscriber**” shall mean an Active post-paid Subscriber of VIL who satisfies the following criteria at the time of availing the Offer:–

- Subscriber must be an Indian citizen belonging to any one of the cities / Circles of VIL as mentioned herein;
- Subscriber must not have been subject of any criminal proceeding;
- Subscriber must not - be of an unsound mind;
- 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;
- Subscriber must subscribe to the Family 699 plan and then complete the eligibility process for this Offer.

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

- a. 1 year of Disney+ Hotstar Mobile Subscription at no extra cost for Subscribers who activate the Family 699 plan and claim this benefit during the Offer Period.
  - b. 1 year of Disney+ Hotstar Mobile Subscription at no extra cost for new subscribers who activate a new postpaid connection (buy a new number, port-in to Vi postpaid or upgrade from prepaid to postpaid) on Entertainment plan during the Offer Period.
1. The Offer provides Disney+ Hotstar Mobile Subscription (“DISNEY+ HOTSTAR service/subscription”) of NOVI DIGITAL ENTERTAINMENT PRIVATE LIMITED (Hereinafter “Disney+ Hotstar”) on annual subscription basis to the primary number only. The Disney+ Hotstar service subscription expires after the period of one year from the date of availing the service.
  2. Disney+ Hotstar Mobile Subscription is for one year which can be availed only once on a Vi postpaid mobile number during the 1 year duration. There will be no extension to the Disney+ Hotstar Mobile Subscription. For existing Disney+ Hotstar subscribers, if interested, can follow the below activation steps, post which the Disney+ Hotstar Mobile Subscription benefit will be reset to 1 year from the date of activation.
  3. Disney+ Hotstar Mobile Subscription will be available only on 1 screen i.e. only on Mobile Phone.
  4. The Offer is available to primary number only and not for secondary number.
  5. Vi Postpaid customers who have already availed Disney+ Hotstar subscription as bundled offer with other Vi Postpaid plans earlier will not be able to opt for Disney+ Hotstar Mobile Subscription under this plan. .
  6. 1 year Disney+ Hotstar Mobile Subscription is available as a bundled benefit with Family 699 and Entertainment plan at No Extra Cost during the below mentioned respective “OFFER PERIOD”.

#### **1. Offer Activation Steps:**

- Eligible Subscriber has to go to Vi App and click on the Disney+ Hotstar card within the claim your benefits section.
- Post agreeing to the VIL T&Cs, i.e. after taking consent from the Subscriber for sharing the Subscriber’s Customer Identifier with Novi for activation of Hotstar Subscription and post accepting the Novi T&Cs, the Disney+ Hotstar subscription is activated in an automated manner.
- Eligible Subscriber will get a confirmation SMS informing about the successful activation of the DISNEY+ HOTSTAR services and the same can be accessed from the date of such activation.

#### **2. Other conditions:**

- In case of any temporary suspension of VIL’s service which may be due to various reasons such as loss of SIM, VIL may at its discretion decide to suspend the DISNEY+ HOTSTAR service.

- Post completion of the DISNEY+ HOTSTAR service annual subscription period, there will be no auto renewal of DISNEY+ HOTSTAR service.
- You will continue to receive the benefit of DISNEY+ HOTSTAR service annual subscription provided you continue to be Active Post-paid Subscriber.
- When a Subscriber downgrades from eligible plans on post-paid the Disney+ Hotstar subscription benefits will be removed.
- Vi reserves the right, at its sole discretion, to modify these Terms & Conditions or any part thereof at any time without prior notice, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or such other statutory agency that changes applicable to Vi, and the same shall be binding on the subscribers who have activated this offer. The customer shall also be bound by the Novi's terms and conditions for access to Disney+ Hotstar Content as available on its [www.hotstar.com/in/terms-of-use]. Novi reserves the right, at its sole discretion, to modify the aforementioned terms & conditions or any part thereof at any time without prior notice, if so required in view of business exigencies and/or guidelines issued / amended by any statutory agency that changes applicable to Disney+ Hotstar, and the same shall be binding on the Vi post-paid Subscribers who have activated this offer.
- In case of any deactivation of VIL's services which may be due to mobile number portability option chosen by the Subscriber, Disney+ Hotstar service subscription will be deactivated immediately on the date of deactivation of SIM Card and You will cease to avail the Disney+ Hotstar service on immediate basis.

#### **D. OFFER PERIOD**

1. Festive Delight Offer on Family 699 is live from October 13<sup>th</sup> 2021 till November 1<sup>st</sup> '21. This is a limited period Offer by VIL, and can be extended at the sole discretion of VIL ("**Offer Period**"). VIL reserves the right to extend or shorten the Offer Period, as it deems fit.
2. Festive Delight Offer on Entertainment 399 plan is live from October 25<sup>th</sup> 2021 till November 1<sup>st</sup> '21. This is a limited period Offer by VIL, and can be extended at the sole discretion of VIL ("**Offer Period**"). VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

#### **E. OFFER AREA**

The Offer is valid in all existing VIL telecom service areas. Notwithstanding the foregoing, if the operation of or availing 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 avail this Offer. No further notice shall be given by VIL in this regard.

#### **F. MODIFICATION OF OFFER**

- VIL reserves 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 Subscribers availing this Offer.

- If VIL modifies these Terms, the modified terms will be posted on [www.myvi.in](http://www.myvi.in). 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 in availing the Offer. If you continue to avail the Offer, it will be constituted as Your acceptance of the latest revised Terms and Conditions.

#### **G. WITHDRAWAL OF OFFER**

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 Subscribers availing this Offer.

#### **H. DISCLAIMERS**

- The Disney+ Hotstar service is a third party service, brought to You by NOVI DIGITAL ENTERTAINMENT PRIVATE LIMITED. VIL is only distributing the Disney+ Hotstar service among interested Eligible Subscribers of VIL.
- You agree that VIL is not the owner of Disney+ Hotstar service and has no control or editorial rights over Disney+ Hotstar content. VIL is only making available the Disney+ Hotstar service to its subscribers and therefore, shall not be responsible for any defect, non-performance, quality of content, or application / service issues related to Disney+ Hotstar service. All such issues or disputes will be directly settled between You and Novi. No such complaint or request will be entertained by VIL.
- VIL makes no guarantee, warranty or representation regarding the merchantability or fitness of the Disney+ Hotstar service for any purpose. Further, no guarantee, warranty or representation is made as to the Disney+ Hotstar service being error free or continuously available. Consequently, VIL shall not be liable for any claim regarding the availability (or lack thereof) of the Disney+ Hotstar service or its application.
- The benefits under this Offer are non-transferable. No exchange or redemption for an equivalent cash amount or in any other form shall be allowed
- The employees of VIL and their group companies, affiliate or associate companies shall not be eligible to avail this Offer.
- You agree that this Offer is being made purely on a "best endeavour" basis and subject to acceptance of these Terms and Conditions. Your availing this 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 availing the Offer.
- 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 You or any participant or third party, in connection with the Offer or arising otherwise.

- 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.
- Any claims, issues, damages or losses with regards to the quality or functionality of the benefits available under this Offer will be the sole liability of the content provider providing such benefits. VIL will not have any responsibility related to the same and will not entertain any query or complaint of the Subscribers.
- 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.
- VIL shall not be responsible for any claims arising out of technical failures before, during or after availing the Offer including but not limited to any technical failures in the mobile connectivity, internet connectivity. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL.

## **F. GENERAL**

- This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- The provisions of this Offer may not be used for any commercial purpose by the Customer. VIL reserves the right to take back the Offer if it detects any fraudulent usage, or misuse of the service/promotional benefit.
- 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.
- This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
- 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 Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (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 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.
- Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- You hereby authorize VIL to collect your mobile number etc. and share with its partners so as to enable You to avail the benefits of the Offer. Your personal information will be stored and processed in accordance with VIL Privacy Policy which is available at <https://www.myvi.in/privacy-policy>
- 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 benefits.
- By availing this 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.
- 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.