

TERMS AND CONDITIONS GOVERNING THE OFFER "INVITE A FRIEND PROGRAM"

A. INTRODUCTION

THIS INVITE A FRIEND PROGRAM (HEREINAFTER "PROGRAM") IS OPTIONAL FOR THE SUBSCRIBERS OF VODAFONE IDEA LIMITED (HEREINAFTER REFERRED TO AS "**VODAFONE IDEA/VIL/VI**"). THE ELIGIBLE SUBSCRIBER/S PARTICIPATING IN THE OFFER SHALL BE LEGALLY BOUND BY THESE 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 IN THE CAPACITY OF A REFERRER AND A REFERRED CUSTOMER.

B. DEFINITIONS

- a) "Subscriber" shall mean the rightful user of the VIL mobile connection who is on postpaid 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) "Referred Customer" shall mean a Subscriber of any other operator who ports in for a Vi postpaid connection OR converts their Vi prepaid number to postpaid OR buys a new Vi postpaid connection on the reference of the Referrer.
- d) "Referrer" shall mean a valid Vi Postpaid Subscriber who refers other non-Vi subscribers to buy a new Vi postpaid connection.
- e) "Eligible Subscriber" shall mean an Active Postpaid Subscriber of VIL who has referred a friend or family for a Vi postpaid connection. 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 Circles 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; 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.
 - v. Further eligibility criteria are mentioned in sub-clause C (2) below.

C. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

1. Offer Details

For the Referrer – Post activation of the Referred Customer.

- Referrer shall get Rs100 OFF for 3 bills cycles upon successful activation of the Referred Customer
- The Referrer can send the offer to as many references as they wish.
- However, this benefit will be applicable to Referrer for a maximum of two such successful activations within offer period.
- The total amount of discount to be awarded under this offer shall not exceed the bill amount/outstanding balance of the Referrer (before to tax). There will be no credit given to the next bill cycle in case the amount of discount is more than the current bill amount.

For the Referred Customer

- Referred Customer shall get 100GB extra data (one-time benefit), valid for a period of 6 bill cycles.
- Referred Customer can join Vi postpaid by porting an existing postpaid number or by converting a Vi prepaid into postpaid or taking a new Vi postpaid connection.

2. Offer Eligibility

- a. To avail the Offer the Referrer:
 - i. must be a valid Subscriber of Vi who owns a Vi postpaid connection on his own and pays bills on his own behalf;
 - ii. may refer 'n' number of non-Vi customers out of which only the first 2 successful Referred Customers will be considered; for example if a Referrer refers 10 Referred Customers and all 10 the Referred Customers successfully activate a Vi postpaid connection, then the Referrer will receive the benefits only for the first 2 Referred Customers stated in this Offer.
- b. To avail the Offer the Referred Customer:
 - i. must be a non-Vi Subscriber or;
 - ii. must activate the Vi postpaid connection by placing a request on myvi.in using the referral link shared by existing Vi postpaid subscriber via Vi app.

3. Procedure and eligibility to send a referral request and participate:

- i. As mentioned in point (ii) above, a Vi Subscriber may refer a friend or family for a Vi connection.
- ii. To refer a friend or family for a Vi connection, Vi Subscriber must send request to Referred Customers via Vi app.
- iii. To get the referral benefit, Referred Customer must activate the Vi postpaid connection by placing a request on myvi.in, only using the referral link shared by existing Vi postpaid subscriber via Vi app. Any direct orders placed on myvi.in (without using the referral link) will not be eligible for the referral benefit of 100GB extra data
- iv. in case the Referred Customer (A) forwards the referral link received from a Vi postpaid subscriber (B) to another person (C) and that person (C) joins Vi postpaid, then the benefits will be given to the newly activated Vi subscriber (C) and the original sender of the reference (A).
- v. Referral benefits will be attached to both Referrer and Referred Customer within 5 working days of activation of the Referred Customer on Vi postpaid

4. Special Offer (Skill based competition)

In addition to the above Offer, there will be a Special Offer which is a skill based competition for the Referrer and the Referred Customer who successfully acquires a postpaid Vi connection.

- a) This Special Offer is a limited period offer available for referrals made from Feb 6th 2021 to April 30th 2020 ("Special Offer Period") for Referrer and Referred Customer who has successfully acquired a postpaid connection of Vi.
- b) At the end of the Special Offer Period, the selection of the winning Referrer will be conducted by an independent agency subject to the selected Referrers answering questions on a contest run by an agency. The selection of the winner will be done basis the following criteria:
Maximum right answers at the shortest possible time.
- c) Decision of the Agency & Auditors, appointed by Vi in this regard, shall be final and binding on the Referrers participating for the special offer. No dispute, of whatsoever nature, with respect to selection of winner under this Special Offer shall be entertained by Vi.
- d) An independent expert will be appointed to select the 3 winners under this offer;
- e) The winning Referrer selected in the manner mentioned above will get a chance to win a smartphone worth upto Rs 1lakh.
- f) The list of Winners of all prizes will be announced on <http://www.myvi.in> after the end of the Offer / competition and after all the winner selection processes are completed.

D. PRIZES

- a) Prize(s) awarded under the Special Offer ("Competition") shall not be transferable. No other person or agent can claim the prize on behalf of the Referrer unless otherwise expressly mentioned herein.
- b) The Winner shall not have the right to claim any damages, loss or costs from Vi for delay in awarding of the prize(s) on any grounds whatsoever.
- c) The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) as may be required by Vi. Any failure

on the part of the Winners to comply with directions issued by Vi for claim of prize shall entitle to forfeit the prize(s).

- d) Notwithstanding any other provisions under these Terms and Conditions herein, Vi may at its sole discretion at any time introduce additional prizes or change the prizes in any offer under Invite A Friend Program. The winner shall be entitled to prizes prevailing at the time of the Referred Customer joining Vi network.
- e) The Referred customer may not receive the prize of 100GB data pack in case the plan subscribed by referred customer is not compatible with said pack.
- f) The discount benefit to referrer may not apply or may be withdrawn before completion of 3 bill cycles if the referred customer disconnects or ports out of Vi or converts their Vi postpaid to Vi prepaid within 1 month of activation of their postpaid connection
- g) For the referrer and referred customer to be eligible for referral rewards, the referred customer should not have been a Vi postpaid user for 3 months prior to activation on Vi postpaid via this promotion/ offer
- h) Any failure on the part of the Winner under these offers to comply with directions issued by Vi shall entitle Vi, at its discretion, to cancel and forfeit the prize for the said Winner.

E. OFFER PERIOD

- a) This is a limited period offer by Vi, available from 6th February 2021, 00:00:01 hrs. till 30th April 2021, 23:59:59 hrs., both days inclusive ("**Offer Period**");
- b) Vi reserves the right to extend or shorten the Offer Period, as it deems fit.

G. 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 modify these Terms, the modified terms will be posted on www.Vi.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 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

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.

I. DISCLAIMERS

- a) The Referrer and the Referred Customer 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 liable for any loss or damage of any nature whatsoever if incurred by the Referrer and/or Referred Customer in connection with the Invite A Friend Program.
- 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 Winner or any participant or third party, in connection with the Offer or arising otherwise.

- c) VIL reserves the right to change, suspend, remove, 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.
- d) Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Offer / Special Offer will be the sole liability of the manufacturers. VIL will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- e) The Referrer and the Referred Customer 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.
- f) Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Vi including, but not limited to, meeting of the Referrer's and/or Referred Customer's requirements or aspirations, timeliness, security, any delay or failure in receiving or sending an SMS for answering the question or otherwise, the results or reliability of the contest, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the contest or any transactions effected through the Offer and Special Offer; (b) The Referrer and the Referred Customer expressly agrees that his/her participation in the offers is at Referrer's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or otherwise shall be construed to mean the giving of any warranty of any kind by the Vi.

J. GENERAL

- a. These offers under this Invite A Friend Program cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. By availing this Offer and the Special 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 participants and winners 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. Vi reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions as set out herein. Failure by Vito enforce any of their rights at any stage does not constitute a waiver of those rights.
- 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 Vi Privacy Policy which is available at <http://www.Vi.in/privacy-policy?section=consumer>.
- 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.
- l. All decisions of Vi regarding the Offer / Special Offer shall be final and binding and no correspondence shall be entertained in this regard.
- m. All prizes offered in this contest are subject to availability. Vi reserves the right to provide alternate models or brands or issue a Bank Gift Card (defined below), of the same value, for any of the prizes won, at its sole discretion.
- n. Vi and their affiliates shall be entitled to use, in any manner, the details of the Winners including the information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any.
- o. Vi may assign any or all of its rights under these Terms and Conditions without consent of the participants.
- p. Vi reserves the right to accept or reject any MNP request, from the Referred Customer based on the availability of documents or Referred Customer not fulfilling the criteria as is required by Vi, at its sole discretion. The decision of Vi shall be final and binding on the Referred Customer and the Referred Customer hereby agrees to accept the decision of Vi without any protest or demur.
- q. 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.
- r. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Invite A Friend Program is a violation of laws and should such an attempt be made, Vi reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
- s. This MNP service is offered subject to the Referred Customer adhering and agreeing to the Vi's Customer Application Form Conditions, rules, regulations, guidelines, directions issued by the Telecom Regulatory Authority Of India ("TRAI") as amended from time to time. The Terms and Conditions stated herein shall not override the Terms and Conditions of the Customer Application Form.
- t. Vi does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscriber.
- u. Vi and its officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the offers.
- v. Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vi unless otherwise expressly mentioned herein.
- w. The Referrer, Referred Customer and Winners hereby irrevocably authorize Vi, that the data gathered during and/or after the contest in respect of the offers under the Invite A Friend Program including name and photograph etc. of the Referrers and Referred Customers) shall be used by Vi and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vi's brand.
- x. The Winner's name will be announced as registered in the system of Vi.
- y. The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Vi and / or is not an active Subscriber of Vi on the date of claiming the prize/s.