

TERMS AND CONDITIONS

"Vi Play & Win" – ViAPP

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 ENGAGEMENT PROGRAM IS OPTIONAL FOR VODAFONE IDEA LIMITED (HEREINAFTER REFERRED TO AS "VODAFONE IDEA/VIL").

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VIL POSTPAID & PREPAID SUBSCRIBERS PARTICIPATING IN THE ENGAGEMENT PROGRAM KNOWN AS "PIZZA HUT CRICKET MANIA" (HEREINAFTER "**ENGAGEMENT PROGRAM**") AVAILABLE AT VI APP (HEREINAFTER "ViAPP") DURING THE ENGAGEMENT PROGRAM PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS ENGAGEMENT PROGRAM. BY PARTICIPATING IN THE ENGAGEMENT PROGRAM, 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 ENGAGEMENT PROGRAM.

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 ENGAGEMENT PROGRAM.

B. DEFINITIONS

1. "Subscriber" shall mean the rightful user of the VIL mobile connection who is either on prepaid or post-paid 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 Engagement Program and accept the terms applicable herein.
2. "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 Engagement Program offered by VIL.
3. "Circle(s)" shall mean VIL Telecom Service Areas.
4. "Participants" means (i) Eligible Subscribers and (ii) who participates in the Engagement Program by clicking on the banner on Vi App.
5. "Eligible Subscriber" shall mean an Active Subscriber of VIL satisfying the following criteria at the time of participation and during continuation of Engagement Program:-
 - a. He/she must be of at least 18 years of age;
 - b. He/she must be a citizen of India;
 - c. He/she must be an Active Subscriber of VIL across circles;
 - d. All prepaid and post-paid subscriber with valid VIL SIM.
 - e. Who has downloaded and registered on the Vi App.

C. ENGAGEMENT PROGRAM PERIOD

1. This is a limited period Engagement Program available from _____21st April_____, 00:00 hours to _____29th May_____, 23:59 hours, both days inclusive ("Engagement Program Period").
2. VIL reserves the right to extend or withdraw the Engagement Program, as it deems fit.
3. If, in any State and/or territory or part thereof, the running of this Engagement Program is prohibited as per local rules or laws or requires licenses, the Eligible Subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Engagement Program. No further notice shall be given by VIL, in this regard.

D. CUSTOMER JOURNEY AND ENGAGEMENT PROGRAM DETAILS

1. Eligible Subscribers will receive communication about the Engagement Program via SMS, banners on the Vi App, etc.
2. The Eligible Subscribers can participate in the Engagement Program only through Vi App.
3. On the Vi App, the Eligible Subscribers will be shown a banner about the Engagement Program.
4. On clicking the banner, Eligible Subscribers will enter a dedicated program page to participate in the gaming activity.
5. Only 5 spins per customer per day during the Engagement Program Period will be allowed. The customers can participate for any number of days during the Engagement Program Period.
6. The number of winners, winning combination score and the rewards for the Engagement Program are as under:
 - As reward, the winners will get pizza vouchers from Yum! Restaurants (India) Private Limited (Pizza Hut).
 - Everyday 100 Users who attain the combination of number 6 and answer the skill based questions correctly, will get one Medium pizza for that day.
 - Everyday 200 Users who attain the combination of number 4 and answer the skill based questions correctly, will get one Personal pizza for that day.
 - Everyday 300 Users who attain the combination of number 2 and answer the skill based questions correctly, will get garlic bread for that day.
 - Everyday all Users who attain the combination of a bat symbol and answer the skill based questions correctly, will get discount vouchers.
 - Everyday all Users who attain the combination of a ball symbol and answer the skill based questions correctly, will get discount vouchers.
 - Bonanza Winners – at the end of the Engagement Program, the customers, who have participated in the activity on any 10 days and have answered the skill based questions hcorrectly will be shortlisted and out of such shortlisted customers, 10 customers will be selected on a computerized basis and will get 1 year pizza supply voucher (12 pizzas i.e. 1 pizza per month).
 - All the vouchers are to be redeemed only through online.
7. Skilled based questions will be pushed on Vi App during the Engagement Program Period.
8. Questions and their answers are designed/sourced by VIL, as per their best knowledge and information available in public at large and have been collected and framed with reasonable

prudence. In the event of any discrepancy / dispute regarding the questions or answers, neither VIL nor any third party involved shall be liable towards any Participant in any manner.

9. The employees of VIL and or their group companies, affiliate or associate companies and their relatives/ dependents (First blood/Spouse of immediate member) shall not be eligible to participate in this Engagement Program. If found otherwise, then VIL reserves the right to forfeit the prize.
10. All the winners shall be chosen in accordance with the winner selection process duly certified by VIL.
11. The reward vouchers will be distributed/pushed digitally to the winning Participants by way of pop up on the program page.
12. The winners are required to redeem the reward vouchers within 1 day of the credit of voucher. The Bonanza vouchers have to be redeemed within 1 month of the credit of the voucher.
13. Without prejudice to the foregoing, the Participant shall not hold VIL liable for the winner selection process under this Engagement Program.
14. If the winner fails to redeem the vouchers within the relevant period the vouchers will lapse and the winner will not be entitled to any other gratification from VIL or Pizza Hut.
15. No requests for reissue or replacement of the voucher will be entertained by VIL.
16. The vouchers have to be redeemed as per the terms and conditions stipulated therein. Winners are requested to adhere to the said T&C.
17. Any failure on the part of the winner under this Engagement Program to comply with directions issued by VIL shall entitle VIL, at its discretion, to cancel and forfeit the prize for the said winner and the same prize will be given to the next eligible winner.
18. Without prejudice to the foregoing, under no circumstance shall the winners of the Engagement Program be entitled to redeem any category of prize for cash. VIL, at its sole discretion, shall not provide a cash alternative to any of the prize being offered in this Engagement Program.
19. The reward vouchers are provided to winners by Yum! Restaurants (India) Private Limited (Pizza Hut). VIL is only distributing the reward vouchers to the winners of the Engagement program. Any issues or disputes with regard to vouchers, their redemption and goods/services offered thereunder will be directly settled between the winner and Pizzahut. No such complaint or request will be entertained by VIL.
20. VIL shall not be responsible for guarantees or warranties of the quality of the goods/services being offered as prizes through vouchers nor is it liable for any defect or deficiency of such goods. In case of any deficiency in the quality of the goods, winners will contact Pizza Hut only.
21. The vouchers can be used as payment towards the pizza/food item of Pizza Hut as mentioned therein. Any additional purchases from Pizza Hut, shall be borne by the winners.
22. Any taxes to be paid on the prize/s shall be paid by the winner at the prevailing rate, unless expressly specified otherwise.
23. The Participant shall not have the right to claim any damages, loss or costs from VIL for delay in delivery of the prize(s) on any grounds whatsoever. VIL will not be liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Engagement Program.

24. Any Participant providing any incorrect information, concealing or withholding any information from VIL with intent to participate and/or win the Engagement Program will automatically be disqualified from participation and winning.
25. Apart from the entitlement to the prizes mentioned herein, the winners or their legal heirs, successors or representative will have no other rights or claims against VIL, unless otherwise expressly provided hereunder.
26. In event of the death of the winner, the prize will be given to the legal heirs/successors of the deceased winner at sole discretion of the VIL.
27. The Participant shall not have the right to claim any damages, loss or costs from VIL for delay in delivery of the prize(s) on any grounds whatsoever.
28. VIL shall not be liable for any loss or damage of any nature whatsoever if incurred by the Participant in connection with the Engagement Program.
29. There are no charges for participating in the Engagement Program except for the data charges.

E. MODIFICATION OF TERMS AND CONDITIONS

1. VIL reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify these Terms & Conditions of the Engagement Program or any part thereof at any time during the Engagement Program Period and without prior notice to You, including the eligibility criteria, the Terms and Conditions and prizes at its sole discretion as may be required including in view of business exigencies, authorities, changes by regulatory authority and/or statutory changes and for other reasons beyond its control.
2. If VIL modifies these Terms, the latest revised version of the Terms and Conditions shall be effective and binding on the Participants from the time of its posting on its websites or on the Vi App. You are therefore advised to check the website or the App 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 Engagement Program. Your continued participation in the Engagement Program will constitute Your acceptance of the latest revised Terms and Conditions.

F. WITHDRAWAL OF ENGAGEMENT PROGRAM

VIL reserves the right to extend, cancel, discontinue, suspend, disable or prematurely withdraw the Engagement Program at any time during its validity as may be required in view of business exigencies and/or changes by any regulatory authority and/or statutory changes without any notice to You and the same shall be binding on the Participants.

G. DISCLAIMERS

1. You agree that this Engagement Program is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Engagement Program is voluntary and You expressly agree to participate at your sole risk. VIL shall not be responsible for any loss, injury or any other liability to any Participant arising due to participation in the Engagement Program.
2. To the extent you choose to participate in this Engagement Program, 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 Engagement Program or arising otherwise.

3. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Engagement Programs including but not limited to any technical failures in the mobile connectivity or on data/Wi-Fi speed.
4. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL. In case if there is a technical failure in the system and Participants are able to play more than what they are eligible to play for each day and crosses the per day limit then VIL has the sole discretion to disqualify the winner and forfeit/recover the prize, forfeit the Engagement Program or declare the runner up as winner.
5. The Participant shall indemnify and keep indemnified VIL and their officers, directors, employees, and affiliates harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which VIL may incur, pay or become responsible for as a result of breach or alleged breach of the Terms and Conditions.
6. Any attempt by a Participant to deliberately undermine the legitimate operation of the Engagement Program is a violation of laws and should such an attempt be made, VIL reserve the right to seek damages from any such Participant to the fullest extent permitted by law.
7. VIL does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.
8. VIL and their officials including their directors, officers, partners, employees, consultants and representatives are under no obligation to render any advice of service to any Participant in respect of the Engagement Program.

H. INTELLECTUAL PROPERTY RIGHTS

1. You, the Participant, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Engagement Program shall remain, at all times, owned by VIL or its respective owners. All material and content contained in this Website is made available for your personal and non-commercial use only. Any other use of the material/ content on this Website, WAP Link or any information disseminated by SMS or any other means of communication is strictly prohibited.
2. Nothing in the Engagement Program shall affect any intellectual property rights of VIL or any of their affiliates in any product or service made available on the Website.
3. By participating in the Engagement Program, 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 Engagement Program.

I. GENERAL TERMS AND CONDITIONS

1. By participating in this Engagement Program, You confirm that you have read and understood the Terms and Conditions
2. The prizes under this Engagement Program cannot be used in conjunction with any alternative promotion of a similar nature;
3. Rule Violation: Based on all the above mentioned rules in the Terms and Conditions if any rule is violated due to any technical reason then no extra benefit will be granted to the Participant.

4. All disputes relating to vouchers must be addressed by the Participant in writing to PizzaHut directly by sending an email to hutcares@yum.com
5. Upon participating in the Engagement Program, the Subscriber confirms and waives the applicability of rules and regulations of the National Do Not Call Registry to the extent of receiving messages/calls in relation to this Engagement Program and shall imply their willingness to receive all promotional messages including without limitation daily updates on the score under the current Engagement Program.
6. Agree that You are entering into this Engagement Program as an independent party and nothing herein establishes an employer–employee relationship between You and VIL and You are acting voluntarily, using Your own time and resources to participate in this Engagement Program.
7. Force Majeure – This Engagement Program is subject to force majeure circumstances i.e. any act of God or any circumstance beyond the reasonable control of VIL (“Force Majeure Event”). VIL shall not be liable for any delay or adverse effect caused to the Participants as a result of a Force Majeure Event.
8. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Engagement Program including but not limited to any technical failures in the telephone lines, delay or failure for answering a question including during the tie-breaker process, any action that has been initiated, actioned or completed through the Subscriber mobile phone, failure of servers or the failure to provide the correct Engagement Program score updates or any mistakes arising out of technical snags or resultant inability of the listener for participation. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL. In case if there is a technical failure in the system and Participants are able to play the questions more than what they are eligible to play for each day and crosses the per day limit then VIL has the sole discretion to disqualify the winner and forfeit/recover the prize money, forfeit the Engagement Program or declare the runner up as winner.
9. VIL shall be entitled to use, the details of the Participant such as name, photograph, the prizes awarded to them etc. for their marketing purposes, if any. The Participant also hereby agree to the same. VIL may, at its discretion, choose not to disclose the identity of the Participant to other Participant unless expressly mentioned herein. The Participant also consent to the information stored in the servers of VIL or its service providers, inside or outside India. Participants’ personal information will be stored and processed in accordance with VIL Privacy Policy.
10. 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 parties.
11. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form i.e. Enrolment Form filled at time of SIM Activation of Engagement Program. This Engagement Program 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.
12. This Engagement Program may contain factual references to the names of certain companies, products and individuals. VIL makes no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective owners.
13. These Terms and Conditions are subject to laws of India and subject to the jurisdiction of the courts in Mumbai, India. Any disputes or any matter arising here from will be first referred to

arbitration, before a sole arbitrator to be appointed by VIL, whose decision shall be final and binding on the parties in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996 and amendment thereof. The place of Arbitration shall be at Mumbai. The language of Arbitration Proceeding shall be English.