

TERMS AND CONDITIONS GOVERNING THE OFFER “LIMITED PERIOD FLASH SALE – CASHBACK VOUCHER ON UL RECHARGES”

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”) PREPAID SUBSCRIBERS AVAILING SPECIFIC RECHARGE PLANS AS MENTIONED UNDER THE OFFER DETAILS AND AVAILING (SUBJECT TO ELIGIBILITY) THE BENEFITS KNOWN AS “**LIMITED PERIOD FLASH SALE – CASHBACK ON UL RECHARGES**” (“**OFFER**”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE AVAILING THIS OFFER KNOWN AS “**LIMITED PERIOD FLASH SALE – CASHBACK ON UL RECHARGES**”. 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 prepaid 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 Products**” shall mean all those prepaid recharge plans as specified below under the Offer details.
- d. “**Eligible Subscriber**” shall mean an Active Prepaid Subscriber of VIL who has availed the Offer. 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 cities / 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;
 - 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 into any contractual relationship;
 - v. Subscriber must be an existing customer of VIL. The new customers can use the bundled recharge packs mentioned in table below as FRC and then complete the eligibility process for this Offer.
 - vi. Subscriber has to recharge any of the bundled recharge packs as per table below (Refer C.(2)) during the Offer Period.

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

1. Description :

- a. All Eligible Subscribers, whose Vi Number is successfully recharged with the Eligible Products via any channel during the validity of the offer shall be entitled to a cashback coupon as per grid. (“Cashback”) would be credited in the form of the vouchers of equivalent value.
- b. This Offer does not apply to non-VIL customers.
- c. Eligible Products:

Pack Validity	28 Days	56 Days	84 Days & above
Recharge MRP between 26-31 March 2021	199	399	599
	219	449	699
	249	499	795
	299	601	801
	398	595	819
	301	555	1197
	401	558	2399
	405		2595
Cashback Coupon Value	20	40	60
To Redeem the vouchers the next subsequent recharge should be on the following UL MRPs and only through MyVi App/Website	249+	399+	599+
Coupon validity from date of credit	30	60	90

- d. All consumer plans are meant only for the use of retail customers and are not meant for commercial/non-retail use.
- e. The Eligible Subscriber shall receive the Cashback in the form of the vouchers on his MyVi App/Website account associated with the Vi number on which the recharge was done.

- f. The Eligible subscribers shall receive the vouchers in their account by 10th April 2021 post recharging with the above mentioned Eligible Products during offer period as mentioned below.
- g. These vouchers are linked to the number recharged. Those customers who do not already have the MyVi App/Website account can redeem the vouchers by logging into MyVi App/Website with their respective MSISDNs.
- h. The Eligible Subscriber shall be able to view the vouchers any time after 10th of April 2021. He/She can use the same for future recharges in the MyVi App/Website. Voucher will only be applicable on applicable Unlimited Pack recharges done on MyVi App/Website, mentioned herein above.
- i. The Eligible Subscriber shall be entitled to redeem the vouchers for any future recharges mentioned under Eligible Product only by using the MyVi App/Website before the voucher validity expires.
- j. The voucher balance credited in MyVi App/Website account under this Offer is NOT redeemable for cash or to be used for any other purchases by the Eligible Subscriber. Further, Eligible Subscriber cannot transfer this voucher balance to anyone including, but not limited to, its bank account, other e-wallet accounts, etc. These vouchers are solely redeemable for recharges on the MyVi App/Website on his/her Vi MSISDN.
- k. The Cashback received can only be used to recharge the same number on which the first recharge was done, for which the Eligible Subscriber has received the voucher.
- l. The customers can redeem the vouchers on MyVi App/Website by selecting the vouchers during mobile recharge process.
- m. The Eligible Subscriber shall have to redeem the voucher before voucher validity is exhausted, failing which the vouchers shall get forfeited. Coupon validity shall be applicable from date of credit in account.

Coupon Details:

- i. Rs.20 Discount coupon valid for 30days redeemable on self-recharges on MyVi App/Website on RC249+ Unlimited Pack Recharges only
- ii. Rs.40 Discount coupon valid for 60days redeemable on self-recharges on MyVi App/Website on RC399+ Unlimited Pack Recharges only
- iii. Rs.60 Discount coupon valid for 90days redeemable on self-recharges on MyVi App/Website on RC599+ Unlimited Pack Recharges only
- n. Vi prepaid subscribers availing this Offer shall also be bound by T&C of MyVi App/Website.
- o. The voucher balance shall be forfeited if the Eligible Subscriber ports out from Vi network or churns from Vi network before claiming cashback via recharge.

D. OFFER PERIOD

- a. This is a limited period offer by VIL on applicable recharges between 26th-31st March 2021 23:59hrs unless revoked by VIL ("Offer Period").
- b. VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

E. OFFER AREA

- i. The Offer is valid in all existing VIL telecom service areas.
- ii. 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

- a. 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.
- b. If VIL modifies these Terms, the modified terms will be posted on 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

- 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 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 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.
- 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 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.
- f. 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.

- g. 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.

I. GENERAL

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. 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.
- c.
- d. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
- e. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- f. 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.
- g. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- h. 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.
- i. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- j. 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 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>
- k. 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.
- l. 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.
- m. 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.