### **TERMS AND CONDITIONS GOVERNING THE**

#### "Vi vivoXSeries OTT 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 SUBSCRIBERS PURCHASING A NEW AND SATISFYING THE REQUIRED CONDITIONS IN THE OFFER KNOWN AS "Vi vivoXSeries OTT 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. 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**

"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.

"Eligible Subscriber" shall mean a Subscriber who satisfies the following criteria:

- Subscriber must be an Indian citizen belonging to telecommunication service areas 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 any contractual relationship
- Subscriber must purchase the **Eligible Device** and successfully recharge with **Eligible Recharge** (Rs. 1197 Prepaid Recharge) on or after **10**<sup>th</sup> **Sept 2025**.

"Eligible Device" shall mean device as listed below in Annexure A, purchased and activated for the first time on the VIL network, by an Eligible Subscriber on or after 10<sup>th</sup> Sept 2025.

"Eligible Recharge" refers to the VIL prepaid recharge of Rs. 1197.

#### C. OFFER DETAILS/OFFER BENEFITS

Eligible Subscriber, fulfilling the eligibility criteria mentioned above will be entitled for the following

#### 1) Telco benefits,

- 3GB daily data
- Unlimited calls
- 100 SMS daily
- Validity 84 days

### 2) Extra/additional benefits

- 12 months of free Vi Movies & TV OTT subscription. The said 12 months free subscription will give OTT benefits equivalent to Vi Movies & TV Plus Pack (monthly subscription of Rs.248 per month). The free subscription will provide you access to premium OTT content from 17 leading OTT platforms like JioHotstar, ZEE5, Sony Liv, Lionsgate Plus, Fancode, Manorama Max, Klikk, Chaupal etc.
- The free 12 months subscription will be credited to the Eligible Subscriber in 4 instalments i.e. 3 months of subscription after every Eligible Recharge. The balance Eligible Recharges have to be made within 1 year of the first Eligible Recharge.
- At the time of the eligible recharge, ensure that the Eligible Device is successfully latched onto the VIL network.

#### **Restrictions and Other Conditions:**

- a. The free Vi Movies & TV subscription will be credited in your Vi Movies & TV account within 60 minutes of successful Eligible Recharge.
- b. You will not be entitled to free Vi Movies & TV subscription benefit if your Eligible Device is not latched on to the VIL network at the time of making Eligible Recharge.
- c. The Offer can be availed only once on a mobile number. That is 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.

#### D. OFFER PERIOD

This is a limited period Offer from 10<sup>th</sup> Sept 2025 00:00 hrs till 30 Nov 2025 23.59 hrs ("Offer Period"). VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

## E. GENERAL

- 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. 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 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.

- d. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of 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.
- e. You agree that the terms and conditions of the Eligible Recharge on the VIL website shall be additionally applicable to this Offer.
- f. Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer benefit;
- g. Offer is non-transferable to any third party.
- h. This Offer cannot be combined with any other offer provided by VIL.
- i. VIL reserves the right to modify, cancel, discontinue or prematurely withdraw the Offer and no further notice shall be given by VIL. 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.
- j. Any claims, issues, damages or losses with respect to the Eligible Device shall be the sole responsibility and liability of the manufacturer of the device/handset and VIL (including its affiliates or group companies) hereby disclaims, any and all claims, losses and liabilities, whether or not arising out of, or in connection therewith and/ or this Offer and the Terms And Conditions governing the Offer. This disclaimer shall apply to the fullest extent permitted by law and shall survive cancellation/termination/determination of this Offer.
- k. The Offer may not be used for any commercial purpose by the Eligible Subscriber. VIL reserves the right to take back the Offer if it detects any fraudulent usage, or misuse of the service/ benefit.
- You may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- m. You hereby authorize VIL to collect your personal information. Your personal information will be stored and processed in accordance with VIL Privacy Policy which is available at https://discover.vodafone.in/privacy-policy
- n. 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.
- o. Any claims, issues, damages or losses with respect to the Eligible Device shall be the sole responsibility and liability of the manufacturer (vivo India) of the Eligible Device and VIL hereby disclaims, any and all claims, losses and liabilities, whether or not arising out of, or in connection

therewith and/or this Offer and the terms and conditions governing the Offer. This disclaimer shall apply to the fullest extent permitted by law and shall survive cancellation/termination/determination of this Offer.

- p. The Eligible Subscriber shall also be bound by the terms and conditions of the Customer Application Form and the terms and conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- q. Failure by VIL to enforce any of the Terms & 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.
- r. 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.
- r. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
- s. VIL shall also provide its services independent of this Offer and it is solely at the Subscriber's discretion to avail or not avail the Offer.
- t. All disputes arising out of or in connection with this Offer quo your relation with VIL, shall be subject to jurisdiction of the courts in Mumbai, India.
- u. For avoidance of doubt, the Eligible Device is activated/recharged under any subsisting discount offer of VIL, this Offer shall not apply. The decision of VIL on the applicability of an offer to the Eligible Device shall be final and binding.
- v. VIL, may, at its discretion, modify any of the terms and/or conditions and/or any aspect of the Offer, without any prior intimation to the Eligible Subscriber. The details will be updated on www.myvi.in
- w. If any term/condition under the Terms And Conditions of the Offer is found to be invalid, void, or for any reason unenforceable, such term/condition shall be severed from the other terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions of the Offer.
- x. To get a new VIL Sim, kindly visit nearest VIL Store, or VIL retailer. To locate nearest VIL Store, visit https://stores.myvi.in
- y. In case of any queries/issues, please contact Customer Care at 199 or write to customercare@vodafoneidea.com

# **Annexure A: Eligible Device**

Eligible Device	Eligible TAC Codes	Eligible IMEI Series
vivo X200FE	86654907	86654907*****
vivo XFold5	86439507	86439507*****