

TERMS AND CONDITIONS GOVERNING THE OFFER “BINGE ALL NIGHT ”

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 OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED (“**VODAFONE IDEA/VIL/vi**”) FOR THE ELIGIBLE SUBSCRIBERS OF VIL.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO VIL PREPAID SUBSCRIBERS AVAILING SPECIFIC RECHARGE PLANS AS MENTIONED UNDER THE OFFER DETAILS AND PARTICIPATING (SUBJECT TO ELIGIBILITY) IN THE OFFER KNOWN AS “**BINGE ALL NIGHT ”** (“**OFFER**”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “**BINGE ALL NIGHT**” 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

- 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) This Offer will be offered at regular data speed (in addition to existing Benefits on respective recharges) at night time, i.e. from 12 midnight to 6 AM on some Unlimited products.
- (b) Data used between 12 midnight to 6 AM will be unlimited meaning it will not be charged and also not be deducted from daily data quota of Unlimited packs.
- (c) This Offer will be over and above the weekend rollover benefits applicable on these recharges.
- (d) This Offer does not apply to non-VIL customers.

2. Eligibility:

Applicable only on the below grid:

Eligible MRP
249
297
299
399
398
449
497
499
558
555
595
599
647
699
795
819
1197
2399
2595

- (e) Benefit will only be given to customers who recharge with the unlimited daily data recharges of Rs. 249 and above during the Offer Period and it will be applicable till the validity of the product.
- (f) Benefit is not applicable on above current active packs but on subsequent recharges.
- (g) The Offer benefit will start only after the expiry of any previous recharges and not before.
- (h) The Offer benefits will be given only till the validity of the above recharge pack.
- (i) To clear any ambiguity with regard to this Offer - calling for any unlimited recharge pack is unlimited, whereas data usage during 6 am to midnight 12 am is as per the daily quota. From midnight 12am-6am, unlimited data can be used by the customer.

D. OFFER PERIOD

This is a limited period Offer by VIL, from 16th February 2021 till 13th May (“Offer Period”). VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

E. OFFER AREA

- a. The Offer is valid in **select Indian telecom service areas** as mentioned below –
 - i. All existing VIL telecom service areas.
 - ii. Notwithstanding the foregoing, if the operation of or participation in 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 subscribe to 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 participating 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 participating in the Offer. Your continued participation in the Offer will constitute 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 participating Subscribers availing this Offer.

H. DISCLAIMERS

- a. The employees of VIL and their group companies, affiliate or associate companies shall not be eligible to participate in the Offer.
- b. 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.
- c. 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.
- d. 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. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this 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.
 - 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 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.

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. 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.
- 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 Offer. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <https://discover.vodafone.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 contents.

- l. 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.
- 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.