

TERMS AND CONDITIONS GOVERNING THE “VI MONTHLY CASHBACK OF RS100/- FOR NEW SMARTPHONE 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 2G SUBSCRIBERS UPGRADING/CHANGING TO ANY SMARTPHONE AND SATISFYING THE REQUIRED CONDITIONS IN THE OFFER KNOWN AS “VI MONTHLY CASHBACK_SMARTPHONE 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

- a. “**Subscriber**” shall mean the rightful user of the VIL 2G 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.
- 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 Pack(s)**” shall mean recharge packs of Rs.299 and above.
- d. “**Eligible Product**” shall mean any 4G smartphone, which was not live on VIL network for last 6 months.
- e. “**Eligible Subscriber**” shall mean an Active Subscriber satisfies the following criteria during the Offer period:-
 - i. Subscriber must be an Indian citizen belonging to any one of the telecommunication service areas 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 any contractual relationship.
 - v. Subscriber must upgrade to Eligible Product and do recharge on the Eligible Packs.

C. OFFER DETAILS

Description

The Eligible Subscribers fulfilling the eligibility criteria will be entitled to monthly cashback for 24 months upon recharging 299 and above for 24 months. Cashback will be given in the form of discount coupons.

Steps for redemption & Restriction:

- a) Existing VIL 2G handset customers, during the Offer Period, to upgrade to a new smartphone and post getting the Offer eligibility message, recharge with the Eligible Pack within 30 days of upgrading to Eligible Product.
- b) Download Vi App and do subsequent recharges of Rs. 299/ & above for 24 months only through Vi App to redeem the cashback coupon to get discount of Rs100/- on every recharge.
- c) The Vi Monthly Cashback 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) Even if the Eligible Subscriber inserts the SIM to any 4G handset on the last day of the Offer, will still be eligible for the cashback offer, provided he/she recharges with Rs. 299 and above within 30 days of upgrading to Eligible Product.
- e) The cashback coupons have a validity of 30 days and if not redeemed within 30 days the same shall expire.
- f) 24 cashback coupons will be credited to the Eligible Subscriber's account corresponding to 24 subsequent recharges of Eligible Pack. If the subsequent recharge is done other than the Eligible Pack, then the discount will not be available and the corresponding cashback coupon of that recharge will be treated as exhausted.
- g) Eligible recharges are
 - 299/359/351/409/399/479/475/501/539/599/666/699/719/701/839/901/1449/2899/3099

D. OFFER PERIOD

This is a limited period Offer by VIL. Eligible Subscriber to avail the Offer from 1st of August 00:00 hrs till **30th September ("Offer Period")** 23.59 Hrs.

E. OTHER DETAILS

- 1. The Offer is valid across all Indian telecom service areas. Notwithstanding the foregoing, if 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 this Offer. No further notice shall be given by VIL in this regard.
- 2. This is a limited period Offer, which is applicable to only VIL prepaid Subscribers.
- 3. This Offer is applicable only one (1) time for one (1) MSISDN and to one (1) IMEI number. The Offer cannot be availed for more than once.
- 4. In event of voluntary or involuntary deactivation of the Offer, Eligible Subscriber will not be able to avail the Offer again.
- 5. Please note that the list of VIL prepaid recharge pack are indicative and VIL shall be entitled to modify such list from time to time. You are therefore advised to check the website regularly for any update(s) or amendment(s).
- 6. You agree that the terms and conditions of VIL prepaid recharge packs available on the VIL website shall be additionally applicable to this Offer.
- 7. The Offer benefits shall be discontinued if the Eligible Subscriber during the Offer Period :
 - i. Moves out of VIL home network;
 - ii. Recharges to a different prepaid pack outside the Eligible Packs;

- iii. Shifts from prepaid to post-paid plan;
 - iv. Deactivates his VIL connection and ports out to another telecom operator.
8. Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer benefit;
 9. Offer is non-transferable to any third party.
 10. VIL reserves the right to cancel or withdraw the availed offer and no further notice shall be given by VIL.
 11. 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.
 12. The 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.
 13. 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.
 14. 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.
 15. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
 16. All disputes arising out of or in connection with this Offer quo your relation with VIL, shall be subject to Mumbai jurisdiction.