

## TERMS AND CONDITIONS GOVERNING THE Vi REDX offer on Axis FOREX card

### 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") SUBSCRIBERS WHO ARE ALSO AXIS BANK CARDHOLDER, BY SATISFYING THE REQUIRED CONDITIONS IN THE OFFER KNOWN AS "Vi REDX offer on Axis FOREX card" (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 mobile connection, 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 Product/s" shall mean Axis Bank's Multi-Currency Forex Cards issued during the Offer Period to the Eligible Subscribers.
- d. "Eligible Subscriber" shall mean an Active Subscriber who is a customer of VIL and who is active on VIL network. An Eligible Subscriber must also satisfy 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 have multi-currency forex Card issued during the Offer Period and has done an outward remittance .
  - vi. Subscriber must subscribe to VIL Prepaid Bundle.

### C. OFFER DETAILS – DESCRIPTION, ELIGIBILITY:

#### 1. DESCRIPTION

- All new and existing Axis Bank Multi currency Forex Card Holder/s who have done an outward remittance during the Offer Period will be eligible for VIL's REDX Offer.
- For more details about the forex cards and eligibility, kindly visit <https://www.axisbank.com/retail/forex/travel-forex-card>
- The REDX Offer for any new connection are benefits worth Rs. 20000\* and Rs. 300\*\* discount in second bill.

**Details of the REDX Plan is as follows:**

- Customer to pay a monthly Rental of Rs.1099/- (GST additional)
- There will be an EXIT FEE of Rs.3000, if the customer moves out of REDX plan within 6 months.

\*Benefits worth Rs. 20000 includes:

- ✓ Year long access to Premium OTTs like:
  - Netflix
  - Amazon Prime (Once in a lifetime)
  - ZEE5
- ✓ Vi Movies & TV (previously called Vodafone Play)
- ✓ 4 Airport lounge visits (1 per quarter : 3 Domestic & 1 International)
- ✓ Built in 7 days of international Roaming
- ✓ Truly unlimited Data
- ✓ Special deals on Samsung devices

For further details about the telecom offer, please log on to [www.myvi.in/redx](http://www.myvi.in/redx)

**Validity of the offer:** 3 Months

**PROCESS**

- The Offer is only valid on the Axis Bank Multicurrency Forex Card and outward remittance transactions.
- Customer who load/reload the Axis Bank Forex and does an outward remittance will be sent an e-mail confirming the eligibility of REDX offer.
- On clicking the e-mail confirmation, customers will be redirected to the VIL page where T&C regarding the REDX Offer will be presented.
- On Accepting the T&C, customer will go through the new connection buying journey or existing number upgrade journey.

**Details about Bill Discount**

- \*\*Only customers buying a new connection would be eligible for Rs.300 bill discount in the second month.
- The journey has to be completed in single session and cannot be traversed in more than one session, so as to ensure seamless tracking of such new REDX connections.
- Existing REDX or other RED customers are not eligible for bill discount offer.

**D. OFFER PERIOD**

This is a limited period Offer, available from 10<sup>th</sup> Jan, 2021 00:00 hrs to 10<sup>th</sup> Apr 2021 00:00 hrs. (“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 all VIL telecom service areas within the geographical limits of India.
- b. 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.

**F. MODIFICATION OF OFFER**

- a. VIL reserve 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](http://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. 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. 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. 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.

## **I. GENERAL**

- a. VIL makes no representation or warranty with regard to Axis Bank Multi Currency Forex Card and VIL will not entertain any query or complaint of the Eligible Subscribers in that regard. VIL hereby excludes and disclaims all liabilities that may arise due to the use of Axis Bank Multi currency Forex Card.
- b. VIL shall not be responsible for any claim or liability arising from the use of the Axis Bank Multi Currency Forex Card so provided by Axis Bank.
- c. In the event, Your VIL mobile number on which You would be availing the Offer already has any other tariff plan, the new tariff that is availed under this Offer for the Term would override such previously activated tariff plan.
- d. All applicable taxes, if any, shall be borne and payable by the Eligible Subscriber.
- e. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- f. 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.
- g. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
- h. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- i. 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.

- j. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- k. 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.
- l. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- m. 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 VIL Privacy Policy which is available at [www.myvi.com](http://www.myvi.com).
- n. 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 Axis Bank / or third party for availing this Offer.
- o. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to VIL that is made available through the Offer.
- p. 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.