

TERMS AND CONDITIONS

INTRODUCTION

Vi Aagomoni (the “Program”) would be a musical extravaganza to be held at Biswa Bangla Convention Centre, Newtown, Kolkata (the “**Venue**”) on the eve of Mahalaya i.e, on 24th September, 2022, to be conducted by Vodafone Idea Limited, under the brand name and style of “Vi” (the “**Company**”). The Program will start at 7 PM and shall continue up to 1 AM of 25th September, 2022.

A. DEFINITION

“**Customer**” shall mean a subscriber of the Company in whose name the mobile phone number i.e, Subscriber Identity Module (SIM) is registered with the Company. The Customer has to be a subscriber of the Company within the Telecom Circle of Kolkata /Bengal Service Area.

B. PROCESS :

- a. The Company reserves the right to invite/issue passes of the Program (hereinafter ‘**Program Pass**’) to its nominated customer (‘**Nominated Customer**’) at its sole and absolute discretion.
- b. The Nominated Customer will be reached- out by the Company through 2(Two) modes:
 - i. Company’s authorised representative will contact the Nominated Customer at his/her registered address with an invitation to attend the Program. On receiving the invitation the Nominated Customer will be required to log in to the ‘*Paytm Insider Online Portal*’ (“**Portal**”) for availing/generating/ downloading/printing the Program Pass.
 - ii. Upon being approached by the Company, by way of WhatsApp/sms/tele-calling, the Nominated Customer would have to visit the designated Store/Selected Outlet of the Company Franchisee Store from wherein the Nominated Customer will be required to log in to the Portal for availing/generating/ downloading/printing the Program Pass.
- c. Every Nominated Customer while availing/generating/ downloading/printing the Program Pass would be required to confirm the number of entrant to the Program. This has to be one single section where up to 2(two) passes can be added.
- d. Every Program Pass will allow entry of not more than 1 (One) person to the Program.
- e. No request for additional Program Pass and/or entry of additional person(s) to the Program would be entertained and allowed by the Company under any circumstances.
- f. Nominated Customer will be provided the link for the Portal on his/her phone by the Company.
 - i. Nominated Customer will have to enter his/her Vi mobile number, name and email ID in the Portal;
 - ii. Nominated Customer will receive the Program Pass instantly after submitting the above details in the Portal;
 - iii. Nominated Customer will receive the Program Pass by way of SMS/WhatsApp/ Email;
 - iv. The Program Pass will be valid till the date of the Program;
 - v. The Program Pass will have a unique QR code that will be scanned at the Venue;

- vi. After scanning the QR code, the Nominated Customer will be allowed to enter the Venue by the Company's representative.
- g. The Nominated Customer will be at liberty at his/her absolute discretion to provide the requisite information as sought for in the Portal for participating in the Program. In case the Nominated Customer decides not to share any such information in the Portal, he/she may opt out from participating in the Program without any liability/claim/demand on the Company. Information provided by the Nominated Customer in the Portal would be voluntary in nature. The Nominated Customer understands and accepts that the Company will not be responsible for any and all such kind of data/information shared by the Nominated Customer on such Portal.
- h. Any change in the Programme Pass Procurement Process would be at the sole and absolute discretion of the Company and the Nominated Customer shall have no objection to the same and shall not raise any dispute in relation thereto.
- i. The Company will at no point of time will be responsible for any kind of defect/error/mal-functionality/non-receipt of communication due to issues including but limited to malware, virus, trojan and/or any kind of software/hardware/internet related issues.

D. OTHER CONDITIONS:

- a. There would be 3(three) categories of Programme Pass – VVIP Pass, VIP Pass and Guest Pass. The decision of issuing the categories of Programme Pass is solely at Company's discretion. No request for any upgradation in the Program Pass offered shall be entertained by the Company. Also, all Program Pass offered to Nominated Customer will be subjected to availability from time to time.
- b. The Program Pass issued to the Nominated Customer by the Company cannot be sold, assigned or transferred to any third party.
- c. The issuance of the Program Pass by the Company to the Nominated Customer will be subjected to strict compliance of the required norms and guidelines as required by the Company.
- d. The Nominated Customer, at the discretion of the Company, may be required to produce valid documents in support of proof of identity at the time of entry to the Program.
- e. The Nominated Customer, to be eligible to attend the Program, shall be a valid subscriber of the Company on the day of the Program.
- f. The Nominated Customer upon attending the Program (either in entirety or in part) agrees and provides consent to the Company to using his/her name, likeness, photo, image, and/or voice to picture, tape or portray him/her as a Nominated Customer in any form of media publication, in public.
- g. The Nominated Customer agrees and provides consent to the Company to be approached for any promotional activity/campaign to be carried out by the Company, in relation to the Program.
- h. The Program Pass will not specify any seat number. Allocation of seat will be on first come first served basis. In order to avoid rush, the Nominated Customer are advised to arrive 2(two) hours before the Program. The Company would hold the right to deny late entry to the Program of any Nominated Customer.

- i. The Nominated Customer would be required to carry a valid Identity proof with him/her at the Venue along with the Program Pass.
- j. The Nominated Customer would be required to co-operate and assist the Company representative in security related aspects, without limiting to frisking at the Venue. In case there be any security related concern, entry of any the Nominated Customer may be restricted at the sole and absolute discretion of the Company.
- k. No dangerous or potentially hazardous objects including but not limited to weapons, knives, guns, fireworks, lighters, match boxes, inflammable materials, helmets, laser devices, bottles, musical instruments will be allowed in the Venue. Any person found to be in possession of any such articles may be asked to leave the Venue forthwith.
- l. Any person / Nominated Customer found in an inebriated state, using any kind of foul/abusive/improper behaviour will not be allowed entry to the Venue and may be asked to exit from the Venue forthwith.
- m. The Company at any point of time shall not be responsible nor guarantees the eminence of the Program being offered as gratification(s) and the same cannot be challenged before any Forum/Court of Law or otherwise;
- n. The Company shall not be responsible for the transportation and conveyance of the Nominated Customer and costs and expenses related thereto, that may be availed and incurred by the Nominated Customer for attending the Program.
- o. The Company shall not be responsible for any claims arising out of technical failures and/or cancellation of the Program due to any unforeseen event or Force Majeure Event (including the Covid-19 pandemic, quarantine etc.) or Central/state Government imposed restrictions, etc. Further, The Company shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of the Company.
- p. The Nominated Customer hereby agrees and undertakes not to hold the Company and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, injury, losses, damages, costs, charges and expenses, either direct or remote that the Nominated Customer may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of his/her participation and/or attending the Program.
- q. The Nominated Customer agrees that he/she shall not use any trademarks, logos, or service marks of the Company, whether registered or unregistered and shall not carry out any unauthorised recording of the Program and/or shall circulate the same in any kind of social media without the written permission of the Company. The Nominated Customer agree not to use any of the Company's intellectual property rights.
- r. Each and every Nominated Customer and individuals entering the Venue shall conform to the guidelines and restrictions imposed by the Venue Authority, which would be in addition to the terms and conditions set out herein.
- s. The Nominated Customer should follow the COVID-19 preventive measures and strictly abide by the guidelines and protocols issued by local public health authorities/State Government/ Central Government from time to time. Nominated Customer are advised to use masks, alcohol-based hand sanitizer etc. during the Event and at the Venue.

- t. The Company reserve the right to cancel, discontinue, prematurely withdraw, change, alter or modify the Program or any part thereof including terms and conditions related thereto at it's sole and absolute discretion at any point of time till the completion of the Program. The Nominated Customer is therefore advised to check the Company's website regularly for any update(s) or amendment(s) made to these terms and conditions.
- u. Any direct or indirect cost/expenses incurred by the Nominated Customer for attending/participating in the program shall be borne solely and exclusively by such Nominated Customer and the Company shall not be responsible for any such costs/expenses/charges/etc. in any circumstances whatsoever and howsoever.
- v. Failure by the Company to enforce any of it's rights at any stage does not constitute a waiver of such rights and privileges.
- w. These terms and conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by the Company whose decision shall be final and binding on the parties in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be at New Delhi. The language of arbitration proceeding shall be in English.