

**TERMS AND CONDITIONS GOVERNING THE
Vi BIRTHDAY CAKE CUTTING ACTIVITY UNDER #TheViDay**

A. INTRODUCTION

THIS **VI BIRTHDAY CAKE CUTTING ACTIVITY** (HEREINAFTER “**ACTIVITY**”) IS OPTIONAL FOR THE PARTICIPANTS (DESCRIBED AS BELOW) OF **VODAFONE IDEA LIMITED** (HEREINAFTER REFERRED TO AS “**VODAFONE IDEA/VIL**”). THE ELIGIBLE PARTICIPANTS PARTICIPATING IN THE ACTIVITY SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE ACTIVITY

B. DEFINITIONS

“**Eligible Participant**” shall mean all VIL customers in whose name the Subscriber Identity Module (SIM) is registered with VIL.

C. ACTIVITY DETAILS

i) **Activity Period:** 7th September 2021 till 13th September 2021. VIL reserves the right to extend or shorten the period, as it deems fit. If, in any State and/or territory or part thereof, the running of this Activity is prohibited as per local rules or laws, the Eligible Participants from such State and/or territory or part thereof shall not be eligible to participate in the Activity. No further notice shall be given by VIL, in this regard.

ii) **Activity Description, Selection Process and Gratification:**

Activity:

The activity is hosted on the Vi App where the Participant will have to cut a birthday cake using an instructions provided on the screen. Once they interact, they will be prompted to collect gifts.

The process/journey for participating in the Activity is as follows:

Participant will have to go to the Vi App.

- Click on the banner prompting them to cut the cake
- Approve the prompt asking to proceed with cake cutting
- Cut the cake basis the instructions provided on the screen
- Participant will then be prompted to collect their gift

Selection Process:

- Participant will be gratified only once. All Participants who participate in this Activity will be given assured gifts.

Activity Winner Announcement:

VIL employee or representative will call each of the winner to confirm the address and to deliver the tangible gifts on the given address.

D. OTHER CONDITIONS:

- a. Same individual/participant can play only once.
- b. All gifts offered in this Activity are subject to availability. VIL reserves the right to provide alternate models or brands or colour of the same value or any lesser value nearest to the original value, for

- any of the gift/s as mentioned in the Terms and Conditions. Also, no request for any upgradation in the gift offered shall be entertained by the VIL. Model or brand or colour for alternate gift will be decided by VIL at its sole discretion, any choice by the Participant in respect to model or brand or colour will not be considered in any case.
- c. Every Participant may receive gifts of different value.
 - d. Participants further understands that the goods provided as gift may carry manufacturer's guarantee and in case of any deficiency in the goods, Participants will contact the manufacturer only.
 - e. The Participant agrees to participate in all promotional activity relating to the Activity and further consents to VIL using his/her name, likeness, photo, image, and/or voice to picture, tape or portray him/her as a Activity Participant in any or all media.
 - f. VIL is neither responsible nor guarantees the quality of the goods/services being offered as gratification(s).
 - g. All incidental costs/taxes/levies related to the gratification(s), if any, shall be exclusively borne by the Participant.
 - h. The gratification will be subject to compliance with applicable documents and formalities as required by VIL.
 - i. The gratification cannot be assigned or transferred.
 - j. The Activity gratification cannot be used in conjunction with any alternative challenge or promotion.
 - k. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Activity including VIL 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.
 - l. The participant hereby agrees and undertakes not to hold VIL 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, losses, damages, costs, charges and expenses, either direct or remote that you may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Activity.
 - m. The employees of VIL and their group companies, affiliate or associate companies shall not be eligible to participate in the Activity.
 - n. Post selection of Participants, the gifts shall be sent by VIL to the Participants through courier or email.
 - o. Participants consent to the information stored in the servers of VIL. Participants' personal information will be stored and processed in accordance with VIL Privacy Policy which is available at <https://www.myvi.in/privacy-policy>.
 - p. VIL reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Activity or any part thereof including the eligibility criteria, other terms & conditions and gratification(s) at their sole discretion at any time during its validity. You are therefore advised to check Website regularly for any update(s) or amendment(s) made to these terms and conditions.
 - q. These Terms and Conditions are subject to laws of VIL. 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 in accordance with arbitration proceeding under the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Mumbai. The language of Arbitration Proceeding shall be English.