

## **TERMS AND CONDITIONS GOVERNING THE "IPHONE 13 CASH BACK 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/Vi**") POSTPAID SUBSCRIBERS UPGRADING/CHANGING TO A NEW IPHONE 13 HANDSET AND SATISFYING THE REQUIRED CONDITIONS IN THE OFFER KNOWN AS "IPHONE 13 CASH BACK **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 mobile connection who is on post-paid 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 Vi™ brand 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 Plan/s**" shall mean the REDX Plans which are more particularly described in the Annexure to this T&C.
- d. "**Eligible Device/Handset**" shall mean a new Iphone 13 Handset as described in the Annexure.
- e. "**Eligible Subscriber**" shall mean an Active Subscriber who is a post-paid customer of VIL. 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 who has subscribed to the Eligible Plan post 25<sup>th</sup> September 2021.
- vi. Subscriber who has purchased the iPhone 13 Handset and latched on to VIL network on the same or earlier date of the Eligible Plan.

## **C. OFFER DETAILS – DESCRIPTION, ELIGIBLE PLANS, STEPS AND RESTRICTIONS**

### **1. DESCRIPTION**

- a) The Eligible Subscribers fulfilling the eligibility criteria set above will be entitled to get 100% cashback of 1 month rental (1<sup>st</sup> month of the REDX plan) over 6 bill cycles.

#### **Steps for redemption & Restriction:**

- Iphone 13 Cash Back Offer can be availed only once on a Mobile Number.
- In case of Family plans, the offer will be applicable only to the primary member of the family – Primary MSIDN must be active on iPhone 13.
- Cashback will be in the form of bill discount.
- Value of discount will not exceed total bill value in any month; i.e. no credit will be given in next bill against the monthly cashback amount if bill value is less than cashback amount.
- Bill discount may be applicable from same or subsequent bill cycle from the time of REDX plan activation.
- In case of change from REDX plan to REDX Family 1699 plan or REDX Family 1699 to 2299 plan, the value of cashback benefit already applied on previous plan will not change.
- Offer can be redeemed only once for the Eligible Handset. 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.
- The Cash Back Offer will be forfeited in the event of churn, MNP (Port out) or in case of migration to prepaid.

### **D. OFFER PERIOD**

This is a limited period Offer by VIL, available from 13<sup>th</sup> October 2021 00:00 hrs to 31<sup>st</sup> December 2021 23:59hrs. ("**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.

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.
- 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. Any claims, issues, damages or losses with respect to the device/handset shall be the sole responsibility and liability of the manufacturer of the device/handset and VIL (including its affiliates or group companies) hereby disclaims, any and all claims, losses and liabilities, whether or not arising out of, or in connection therewith and / or this Offer and the terms and conditions governing the Offer. This disclaimer shall apply to the fullest extent permitted by law and shall survive cancellation/termination/determination of this Offer.

## **I. GENERAL**

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. VIL shall also provide its services independent of this iPhone 13 Cashback Offer and it is solely at the Subscriber's discretion to avail or not avail the Offer.
- 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://www.myvi.in/music-videos-and-more/competitions-tnc>.
- 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 for availing the Offer benefits.
- 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 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.

**Annexure: Eligible Handset Models and VIL Plan**

<b>Brand/Model</b>	<b>VIL REDX Plan</b>	<b>Offer</b>	<b>Offer Period</b>
iPhone 13, iPhone 13 Pro, iPhone 13 Pro Max, iPhone 13 Mini	REDX 1099	Rs200 rental discount for 6 bill cycles	Oct 13 <sup>th</sup> , 21 – Dec 31 <sup>st</sup> '21
iPhone 13, iPhone 13 Pro, iPhone 13 Pro Max, iPhone 13 Mini	REDX Family 1699	Rs300 rental discount for 6 bill cycles	Oct 13 <sup>th</sup> , 21 – Dec 31 <sup>st</sup> '21
iPhone 13, iPhone 13 Pro, iPhone 13 Pro Max, iPhone 13 Mini	REDX Family 2299	Rs400 rental discount for 6 bill cycles	Oct 13 <sup>th</sup> , 21 – Dec 31 <sup>st</sup> '21