

## TERMS AND CONDITIONS GOVERNING THE “ZEE5 PREMIUM BUNDLE 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 VIL - PPREPAID VODAFONE IDEA LIMITED (VIL) SUBSCRIBERS SUBSCRIBING TO THE BELOW MENTIONED RECHARGE PACKS FOR PARTICIPATING IN THE OFFER KNOWN AS “ZEE5 PREMIUM BUNDLE OFFER” (“OFFER”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE AVAILING THIS OFFER”.

BY AVAILING 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 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 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 Subscriber**” shall mean an Active Prepaid Subscriber of VIL who has availed the Offer. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
  - i. Subscriber must be an Indian citizen belonging to any one of the cities / Circles 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 into any contractual relationship;
- v. Subscriber must be an existing customer of VIL. The new customers can use the bundled recharge packs mentioned in table below as FRC and then complete the eligibility process for this Offer.
- vi. Subscriber has to recharge with bundled recharge packs as per table below ( Refer C.(1) ) during the Offer Period.

**C. OFFER DETAILS – BENEFITS, ACTIVATION STEPS AND RESTRICTIONS**

1. Bundled Recharge Packs

- a. This Offer is available with bundled recharge packs of INR 355/405/595/795/2595

Bundled recharge pack benefits (telco benefits)					
<b>MRP (INR)</b>	355	405	595	795	2595
<b>Voice</b>	NA	UL	UL	UL	UL
<b>Data</b>	50 GB	90GB	2GB/day	2GB/day	2GB/day
<b>Validity</b>	28	28	56	84	365

Non – Telco benefits:

The Offer provides ZEE5 Premium service (“ZEE5 service”) of ZEE ENTERTAINMENT ENTERPRISES LIMITED ((HEREINAFTER “ZEE”) at no extra cost on one year subscription basis to Eligible Subscribers. The ZEE5 service subscription expires after the period of one year.

You will continue to receive the benefit of ZEE5 service annual subscription provided You continue to avail regular VIL unlimited (UL) recharge of minimum INR 219 or any VIL UL recharge of higher denomination as You may like for a period of 12 months. You will get telco benefits as per the UL recharge pack you subscribe. For VIL UL recharge of INR 219, your telco benefits will be as under – 1GB/day and Unlimited Voice calls with validity of 28 days.

If you avail subsequent recharges of the bundled recharge packs mentioned in table above, You will get extra 6GB data at no extra cost in addition to other telco benefits available on that recharge pack. You will not get Zee5 service subscription again in case your subsequent recharge is on the above mentioned recharge packs.

For availing benefits of this ZEE5 service, You shall have to agree to separate terms and conditions of ZEE which are independent of these terms and conditions. For detailed terms and conditions governing the use of ZEE5 service and claims thereunder, please refer to the

[<https://www.zee5.com/termsfuse>.] For assistance or queries, related to ZEE5 service, please email at support.in@zee5.com .

## **2. Offer Activation Steps:**

The Eligible Subscribers would need to complete activation process to activate the ZEE5 service as mentioned below:

1. Eligible Subscriber has to recharge with the bundled recharge packs mentioned in table above from any source
2. Eligible Subscriber will get a confirmation SMS informing about the successful recharge
3. In this SMS, the Eligible Subscriber will also get a ZEE5 activation link that the subscriber will have to click in order to activate the ZEE5 annual subscription. The Eligible Subscriber has to click the said ZEE5 activation link and complete the below mentioned activation process within 28 days of recharge to avail the ZEE5 subscription, failing which the activation link will lapse and ZEE5 subscription will not be available.
4. Once the Eligible Subscriber clicks on the link, a webpage will be opened where Eligible Subscriber will be validated by VIL or by subscriber typing his/her MSISDN and OTP.
5. Once the Eligible Subscriber is validated, the page will show Activate now button along with a message asking the subscriber to click the button in order to activate the ZEE5 subscription.
6. The Eligible Subscriber clicks the button and his/her ZEE5 subscription is activated.
7. ZEE5 will send the Eligible Subscriber a username and temporary password that can be used to login to the ZEE5 app or website in order to enjoy the ZEE5 subscription.

## **3. Other conditions:**

ZEE5 service is for one year which is a once in a life time offer and Eligible subscriber can avail it once only on a VIL mobile number.

In case of any deactivation of VIL's services which may be due to mobile number portability option chosen by subscriber, or if the subscriber opts to avail VIL recharge pack that is different from the UL recharge packs mentioned herein etc., ZEE5 service subscription will get deactivated immediately on the date of deactivation of SIM Card or on the date of expiry of UL recharge packs mentioned herein and You will cease to avail the ZEE5 service on immediate basis.

In case of any temporary suspension of VIL's service which may be due to various reasons such as loss of SIM, VIL may at its discretion decide to suspend the ZEE5 service.

An existing ZEE5 pack user (who has availed ZEE5 service subscription directly from ZEE5) initiating any of the bundled recharge packs mentioned in table above for the first time will be provided ZEE5

service annual subscription from the date of activation of such subscription and not after the completion of existing ZEE5 pack validity.

Post completion of the ZEE5 service annual subscription period, there will be no auto renewal of ZEE5 service.

#### **D. OFFER PERIOD**

- a) This is a limited period offer by VIL available **till 31<sup>st</sup> March 2021 23:59hrs** unless revoked by VIL ("Offer Period").
- b) VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

#### **E. UNREASONABLE USE**

1. It is unreasonable use of the service/promotion where Your use of the service/promotion is reasonably considered by VIL to be fraudulent use, to be contrary to the way the service/promotion is intended to be used ("Intended Use"), or to adversely affect the VIL network or other VIL customers' use of or access to the service/promotion or the VIL network.
2. All consumer plans are meant only for the use of retail customers and are not meant for commercial/ non-retail use.

#### **F. OFFER AREA**

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.

#### **G. MODIFICATION OF OFFER**

- a. VIL reserves 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.

#### **H. WITHDRAWAL OF OFFER**

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.

## **I. DISCLAIMERS**

- a. The ZEE5 service is a third party service, brought to You by ZEE. VIL is only distributing the ZEE5 service to interested Eligible Subscribers of VIL.
- b. You agree that VIL is not the owner of ZEE5 service and has no control or editorial rights over ZEE5 content. VIL is only making available the ZEE5 service to its subscribers and therefore, shall not be responsible for any defect, non-performance, quality of content, or application / service issues related to ZEE5 service. All such issues or disputes will be directly settled between You and ZEE. No such complaint or request will be entertained by VIL.
- c. VIL makes no guarantee, warranty or representation regarding the merchantability or fitness of the ZEE5 service for any purpose. Further, no guarantee, warranty or representation is made as to the ZEE5 service being error free or continuously available. Consequently, VIL shall not be liable for any claim regarding the availability (or lack thereof) of the ZEE5 service or its application.
- d. 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.
- e. 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.
- f. 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 services on VIL’s network to Eligible Subscribers availing this Offer.
- a. 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.

**J. GENERAL**

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. 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.
- c. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
- d. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- e. 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.
- f. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- g. 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.
- h. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- i. You hereby authorize VIL to share your mobile number with ZEE so as to enable You to avail the Offer/ZEE5 service. Your personal information with VIL is stored and processed in accordance with Vi Privacy Policy which is available at <https://www.myvi.in/privacy-policy>
- j. 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 content providers/ZEE for availing relevant content/service.
- k. 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.

- I. 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, India.