

## TERMS AND CONDITIONS GOVERNING THE NETFLIX OFFER ON Vi APP

### 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 THE MOBILE PREPAID SUBSCRIBERS OF VODAFONE IDEA LIMITED (“VODAFONE IDEA/VIL/Vi”) SUBSCRIBING TO SPECIFIC RECHARGE PACKS. AS MENTIONED UNDER THE OFFER DETAILS AND AVAILING THE BENEFIT KNOWN AS “NETFLIX SERVICE” (HEREINAFTER “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”). FURTHER, YOU CONSENT TO AND WILL BE GOVERNED BY NETFLIX SERVICE TERMS AND CONDITIONS OF NETFLIX ENTERTAINMENT SERVICES INDIA LLP. AND ITS AFFILIATES ONCE YOU LOGON TO NETFLIX, WHICH ARE INDEPENDENT OF THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT AVAIL 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 Vodafone Idea Limited’s mobile connection who is on prepaid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone Idea Limited.
- b. **“Active Subscriber”** shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone Idea Limited on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone Idea Limited.
- c. **“Eligible Subscriber”** shall mean an Active Subscriber of Vodafone Idea Limited who has purchased the Vi prepaid recharge packs as mentioned under Part C (Offer Details). An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continued use of Offer:–
  - i. Subscriber must be an Indian citizen belonging to the telecom circles of Vodafone Idea limited as mentioned in the table below;
  - ii. Subscriber must not have been subject of any criminal proceeding;
  - iii. Subscriber must not - be of an unsound mind; and
  - 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.

### C. OFFER DETAILS AND RESTRICTIONS

Recharge							
MRP	Data	Voice*	SMS*	Product Validity	Service Validity	Netflix Service Subscription/Offer at no extra cost	Telecom Circles
998	1.5 GB/day	Unlimited	100 SMS/day	70 Days	70 Days	Netflix Basic – 70 days	All except Gujarat and Mumbai
1099	1.5 GB/day	Unlimited	100 SMS/day	70 Days	70 Days	Netflix Basic – 70 days	Gujarat and Mumbai
1399	2.5 GB/day	Unlimited	100 SMS/day	84 Days	84 Days	Netflix Basic – 84 days	All circles

\* Local and National in Home and National roaming except calls/SMS to shortcodes and special numbers (refer Vi unlimited prepaid T&Cs for details - <https://www.myvi.in/prepaid-tnc/unlimited.pdf>)

- a. The Offer consists of a subscription to Netflix “Basic” plan worth Rs. 199 per month;
- b. The Offer is available only for Eligible Subscribers who have subscribed to any of the recharge packs as mentioned in the table above; The Offer will be revoked in case Eligible Subscribers are no longer subscribed to any of these recharge packs;
- c. A Netflix compatible device (manufactured and sold separately) and broadband connection are required to access movies and TV shows (“Netflix Contents”) streamed over the Internet;
- d. The above subscription offer from Netflix can be availed only on the above-mentioned prepaid plans. The Netflix subscription will be valid till the recharge pack validity as mentioned in the table above.
- e. Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer;
- f. The Offer shall be disconnected if the Eligible Subscriber during the Offer Period:
  - moves out of VIL network;
  - upon the validity expiry of the above Netflix bundle plans (Table C)
  - recharges with a different prepaid recharge pack not mentioned in the table above.
  - shifts to a post-paid plan;
  - deactivates VIL connection and ports out to another telecom operator.

### D. NETFLIX TERMS OF USE:

- a. You agree that Netflix service is provided to you by Netflix Entertainment Services India LLP. (“Netflix”) under the Netflix Terms of Use at <https://help.netflix.com/legal/termsofuse>, which will be provided to you separately and will be an independent contract between You and Netflix. The other services included in the recharge are provided by VIL.
- b. In order to enjoy the Netflix service/Offer as part of Your recharge as mentioned above, you will need to activate the Netflix service/Offer by completing the Netflix activation process. You will receive instructions

on how to activate the Netflix service via email or text message or you can head to the Vi app and go to your plan benefits section in order to claim Netflix service.

- c. If you already have an existing Netflix account, you can link it to your recharge (as per table in Part C above) when you activate Netflix service/Offer given as part of your recharge. You will continue to be charged separately for any existing Netflix account until you link that account to recharge. For any queries regarding your billing with Netflix for your existing Netflix account please contact Netflix directly.
- d. If you link an existing Netflix account to your recharge (as per table in Part C above), expiry of your recharge validity will not automatically cancel your existing Netflix membership, and Netflix will automatically resume charging your existing payment method that they have on file once your recharge validity ends. If you wish to review the details of your Netflix membership please visit the 'Account' pages on the Netflix website. If you do not wish to be charged for your existing Netflix membership, you can cancel your membership as per the Netflix Terms of Use. You understand that VIL is not responsible for any subscription fee charged to your existing Netflix membership. Any disputes/issues with regard to existing membership will be resolved solely by Netflix as per their Terms of Use.

#### **E. OFFER PERIOD**

Vodafone Idea Limited reserves the right to extend or shorten the Offer Period, as it deems fit.

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

The Offer is available only in telecom circles as mentioned in table C above.

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

- a. Vodafone Idea Limited 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 Subscribers availing this Offer.
- b. If Vodafone Idea Limited modify 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 not avail the Offer. Your continued use of the Offer will constitute Your acceptance of the latest revised Terms and Conditions.

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

- a. Vodafone Idea Limited 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. 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. Vodafone Idea Limited shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
- b. Vodafone Idea Limited 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 Vodafone Idea Limited, 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 You, in connection with the Offer or arising otherwise.
- c. Vodafone Idea Limited reserves the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event will Vodafone Idea Limited be liable for the removal of or disabling of access to the Offer. Vodafone Idea Limited may also impose limits on the use of or access to the Offer, in any case and without notice or liability. Under this Offer, Vodafone Idea Limited’s responsibility shall only be limited in providing Telecom Service on Vodafone Idea Limited’s network for Eligible Subscribers availing this Offer.
- d. You agree that Vodafone Idea Limited is not the owner of Netflix content and has no control or editorial rights over Netflix content. Vodafone Idea Limited is only making available the Netflix content to its subscribers and therefore, shall not be responsible for any defect, non-performance, quality of content, or application / service-related issues related to Netflix content/service. All such issues or disputes will be directly settled between You and Netflix. No such complaint or request will be entertained by Vodafone Idea Limited.
- e. You shall indemnify and keep indemnified Vodafone Idea Limited, 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 Vodafone Idea Limited may incur, pay or become responsible arising out of or in connection with Your breach of these Terms and Conditions. Vodafone Idea Limited 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 Vodafone Idea Limited, 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 Vodafone Idea Limited.
- 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. The Subscribers availing the Offer shall also be subject to a separate set of terms & conditions as stated by Netflix and available at <https://help.netflix.com/legal/termsofuse>, which are independent of these Terms and Conditions;
- h. Failure by Vodafone Idea Limited 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 Vi customer care regarding any queries, complaints, disputes pertaining to the Offer except as per Part D (d) and Part I (d) above.
- j. You hereby authorize Vodafone Idea Limited to collect your mobile number and share with its partner/Netflix so as to enable You to avail the Offer. Your mobile number will be stored and processed in accordance with Vodafone Idea Privacy Policy which is available at <https://www.myvi.in/privacy-policy> . For further information about how Netflix handles your personal data, You can view Netflix's Privacy Statement on [https://help.netflix.com/legal/ privacy](https://help.netflix.com/legal/privacy)."
- k. You agree that Vodafone Idea Limited 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 Netflix or other third-party content providers for availing relevant contents.
- l. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone Idea Limited and to any third party content licensor to Vodafone Idea Limited that is made available through the Offer.
- m. These Terms and Conditions are governed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai, India.