

Vi App T&C

By accessing, browsing and/or thereby downloading the VI Application on your mobile hand held device, you are consenting, agreeing and conveying your acceptance of the following terms and conditions provided for herein which shall constitute an agreement between you and VODAFONE IDEA LIMITED. Therefore by downloading and running this VI Application on your handheld device, you agree to be bound by the following terms and conditions. These terms and conditions shall apply in conjunction with Customer Agreement Form or any other document signed by yourself (preceding terms and conditions). In case there is any conflict between the terms and conditions mentioned herein and those with the preceding terms relating to the services subscribed, then the preceding terms and conditions will govern. For the purposes of these terms and conditions, wherever the context so requires \"your or \"you shall mean any natural person who is a VODAFONE IDEA LIMITED active and valid Subscriber using the VI Application who downloads or accesses the VI Application. By downloading or accessing the VI Application, you as a VODAFONE IDEA LIMITED Subscriber will be deemed to have accepted the following terms and conditions in their entirety.

The use of the features available on the VI Application is subject to your compliance with the terms and conditions set forth below including any cross reference mentioned thereto. Subject to these terms and conditions, VODAFONE IDEA LIMITED grants you as subscriber a personal, non-exclusive, non transferable, limited and revocable license for personal use of the VI Application and any related features, softwares are licensed to the subscribers for use only under the terms of this software license agreement (License). By downloading this VI Application or clicking on the Accept button, the subscriber will be deemed to have accepted the following terms and conditions in their entirety.

The VI Application is licensed to the subscriber by VODAFONE IDEA LIMITED for use strictly in accordance with the terms and conditions of this License. These terms and conditions will govern any upgrades, updates, modifications or enhancements to the VI Application.

Content (information, communications, images and/or sounds contained on or available through VI Application) is provided by VODAFONE IDEA LIMITED, its affiliates, independent content providers and third parties. VODAFONE IDEA LIMITED and its licensors retain all copyrights and other intellectual property rights in the VI Application. The various contents or reference or redirection towards the VI Application are copyright of VODAFONE IDEA LIMITED, its affiliates, independent content providers or third party licensors. The contents of VI Application cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without the prior written permission of VODAFONE IDEA LIMITED. Subscriber agrees that the material and content contained within or provided by VI Application is for Subscriber's own personal use only and may not be used for commercial purposes or distributed commercially.

VODAFONE IDEA LIMITED grants you a revocable, non-exclusive, non-transferable, limited right to install and use the VI Application to access and use the VI Application on such mobile phone strictly in accordance with the terms and conditions of this License. The VI Application and all copyrights, patents, trademarks, trade secrets and other intellectual

property rights including but not limited to VODAFONE IDEA LIMITED trademarks, service marks, logos and taglines are, and shall remain, the property of VODAFONE IDEA LIMITED or the third party licensors, and hence cannot be reproduced in any form. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by VODAFONE IDEA LIMITED or its third party licensors, except for the licenses and rights expressly granted in these terms and conditions. You will not remove, alter or obscure any copyright, trade mark, service mark or other proprietary rights notices incorporated in or accompanying the VI App.

Subscriber shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the VI Application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the VI Application; (c) violate any applicable laws, rules or regulations in connection with Subscriber's access or use of the VI Application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of VODAFONE IDEALIMITED or its affiliates, or the licensors of the VI Application; (e) use the VI Application for another purpose for which it is not designed or intended. These provisions shall survive these terms and conditions and your use of the VI Application.

You may register for the VI Application through a secured password policy or use of OTP (One Time Password), wherein a subscriber may by the secured password policy for the registration of the VI Application, he/she would be required to give some basic subscriber information. VODAFONE IDEALIMITED may use any of this subscriber information to verify that only valid, existing and authorized subscriber have access to the subscriber information. During the registration process, the subscriber agrees to provide true, accurate and complete information and agrees not to submit particulars that he/she does not have the right or authority to submit. To register for the VI Application using OTP, the subscriber shall be prompted to enter the MSISDN and confirm the MSISDN which shall be followed by an option to generate an OTP. An OTP is sent to the subscriber's respective MSISDN for which he/she had raised a request for generation of OTP. You as the subscriber have to manually log into the VI Application using the OTP and he/she gets logged in to the VI Application from that mobile handset/device.

You shall take all necessary precautions to prevent unauthorized and illegal use and unauthorized access to your account through the VI Application. VODAFONE IDEA LIMITED shall not be responsible for any misuse of subscriber mobile phone or unauthorized access to the Subscriber account details by any third party. VODAFONE IDEA LIMITED expressly disclaims any and all liability, howsoever, arising out of the misuse of the VI Application downloaded or accessed by you.

You as subscriber hereby authorizes and consents to the collection, storage and use, by VODAFONEIDEA LIMITED and its affiliates, partners and agents, of any information and data related to or derived from your use of the VI Application, and any information or data that you provides to VODAFONEIDEA LIMITED and its affiliates, partners and licensors

(Information). Notwithstanding the foregoing, your personally identifiable information will not be provided to any third party without your prior written consent, save and expect to any public authority acting under the mandate of law. VODAFONEIDEA LIMITED shall take all reasonable care to ensure the security of your information using commercially reasonable technology available in India. VODAFONE IDEA LIMITED shall not be held liable for any security lapses occur beyond its reasonable control and in case this Information are in public then the same would be treated as being non-confidential and non-proprietary. VODAFONEIDEA LIMITED assumes no obligation to protect confidential or proprietary information (other than personally identifiable information) from disclosure and will be free to reproduce, use, and distribute the Information to others without restriction. This provision shall survive these terms and conditions and your use of the VI Application. For details, visit

The license to use the VI Application shall be effective till the earlier of either: (i) until terminated by VODAFONE IDEA LIMITED, or (ii) till you have ported out of VODAFONE IDEA LIMITED. VODAFONE IDEA LIMITED may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate this license and the rights afforded to you hereunder with or without prior notice. Furthermore, if you fails to comply with any of these terms and conditions, then the license to use the VI Application and any rights afforded to you hereunder shall terminate automatically, without any notice or other action by VODAFONE IDEA LIMITED. Upon such termination, you shall cease all use of the VI Application and uninstall the VI Application.

You may request to block usage of the VI Application facility any time by giving a written notice/ or by informing the VODAFONE IDEA LIMITED customer care representative at least 15 days in advance. In the event, your mobile phone is stolen or lost, you should immediately inform the VODAFONEIDEA LIMITED customer care representative to immediately block usage of the VI Application. You will remain responsible for any transactions made until the VI Application is blocked by VODAFONEIDEA LIMITED.

You acknowledges and agrees that the VI Application is provided on an "as is" and "as available" basis, and that your use of or reliance upon the VI Application accessed thereby is at Subscriber's sole risk and discretion. VODAFONE IDEA LIMITED and its affiliates, and licensors hereby disclaim any and all representations, warranties and guaranties regarding the VI Application, whether express, implied or statutory, and including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Furthermore, VODAFONE IDEA LIMITED and its affiliates, and licensors make no warranty that (i) the VI Application will meet Subscriber's requirements; (ii) the VI Application will be uninterrupted, accurate, reliable, timely, secure or error-free; or (iii) any errors in the VI Application will be corrected. No advice or information, whether oral or written, obtained by you from VODAFONE IDEA LIMITED or from the VI Application shall create any representation, warranty or guarantee. Furthermore, you acknowledge that VODAFONE IDEA LIMITED has no obligation to correct any errors or otherwise support or maintain the VI Application. VODAFONE IDEA LIMITED will not be liable for any virus that may enter the Subscriber's mobile phone as a result of the Subscriber using the VI

Application. VODAFONE IDEA LIMITED will use its reasonable endeavors to maintain the VI Application in a fully operating condition. It is not responsible for the results of any defects that exist in the VI Application. You should not assume that VI Application or its content is error free or that it will be suitable for the particular purposes that you have in mind when using it. VODAFONE IDEA LIMITED reserves the right to make subsequent changes to it, and services may be modified, supplemented or withdrawn.

It is understood that the VI Application may be accessed from any part of the world thereby enabling access to wide variety of information relating to the products and/or services or such additional services or product, you will ensure at all times to not mirror any material contained on VI Application on another media /server without the prior written consent of VODAFONE IDEA LIMITED. Any unauthorized use of the contents of VI Application either under this clause or aforesaid clause above may be in breach of copyright laws or trademark laws even though the contents or information on the application is not deemed to have been endorsed by VODAFONE IDEA LIMITED. All trademarks, service marks and trade names used on this VI Application including VODAFONE IDEA LIMITED name and signature and the VI name and logo (The Marks) are proprietary to VODAFONE IDEA LIMITED and/or affiliates and hence, cannot be reproduced in any form.

The disclaimer governing the website www.myvi.in shall form an integral part of the terms and conditions of the VI Application.

Under no circumstances shall VODAFONE IDEA LIMITED or its affiliates or licensors be liable for any indirect, incidental, consequential, special or exemplary damages or damages arising due to loss of data and loss of use arising out of or in connection with your access or use of or inability to access or use the VI Application, whether or not the damages were foreseeable.

VODAFONE IDEA LIMITED shall not be liable for any third party products, software or service applications running on the VI Application. VODAFONE IDEA LIMITED shall not be responsible for the data usage charges for such products, software or service applications and you will be charged as per your existing data plan for anything that lies outside VI Application. You assume all risks arising out of or resulting from your transaction of business over the Internet and with any third party, and you agree that VODAFONE IDEA LIMITED and its affiliates, and licensors are not responsible or liable for any loss or with any third party.

You shall indemnify, defend and hold harmless VODAFONE IDEA LIMITED and its affiliates, and licensors, and each of their respective officers, directors, agents and employees (the Indemnified Parties) from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, reasonable attorney fees) arising out of or in connection with the following: (i) Your access to or use of the VI Application; (ii) Your breach of this license; (iii) Your violation of law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of third party, including the infringement by you of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity and (vi) VODAFONE IDEA LIMITED's **execution** of any subscriber instructions. These obligations will survive these terms and conditions and your use of the VI Application.

You shall immediately uninstall the VI Application in case you change your mobile phone device. In the event of loss of mobile phone, you should request deactivation of this VI Application by calling VODAFONE IDEA LIMITED customer care.

This VI Application may contain links or may be directed to other web sites (such as Payment Gateway, Google Maps, Social Media Links etc.) (Hereinafter referred to as \"Linked Sites\"). The access to these Linked Sites through the VI Application shall not mean or deem to mean that such Linked Sites are under the control of VODAFONE IDEA LIMITED. You will be charged as per your existing data plan, if you are accessing to these external redirections through VI Application. VODAFONE IDEA LIMITED is not responsible for the contents or representation/s of any Linked Sites, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. It is understood herein by you that VODAFONE IDEA LIMITED is providing these Linked Sites only for convenience purpose, and the inclusion of any link does not imply endorsement by VODAFONE IDEA LIMITED of the Linked Sites or any association with its products or services or operators or owners including the legal heirs or assigns thereof. Similarly VODAFONE IDEA LIMITED makes no representations or warranties, express or implied, concerning any products, services and/or information found on any Linked Sites websites. VODAFONE IDEA LIMITED does not warrant or assure that the VI Application will be compatible or interoperable with your mobile handset. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your mobile handset to diminish or fail completely, and may result impermanent damage to your mobile handset, loss of the data located on your mobile handset, and corruption of the software and files located on your mobile handset. You acknowledge and agree that VODAFONE IDEA LIMITED and its affiliates, and licensors shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

You acknowledge sole responsibility for and assume all risk arising from your use of the VI Application.

You hereby release VODAFONE IDEA LIMITED from any liability resulting from your use or possession of the VI Application, including, without limitation, the following: (i) any product liability claims; (ii) any claim that the VI Application fails to conform to any applicable legal or regulatory requirement; (iii) any claim arising under consumer protection or similar legislation and (iv) any misuse or unauthorized access of your VODAFONE IDEA LIMITED account.

These terms and conditions mentioned herein shall be governed by and construed in accordance with the laws of India. Any disputes or matter arising here from will be referred to a Sole Arbitrator to be appointed by VODAFONE IDEA LIMITED, whose decision shall be final and binding on the parties. The place of Arbitration shall be at Mumbai. VODAFONE IDEA LIMITED may modify or amend the terms of these terms and conditions by posting a copy of the modified or amended terms and conditions on the www.myvi.in website. Subscriber will be deemed to have agreed to any such modification or amendment by Subscriber's decision to continue using the VI Application following the date in which the modified or amended terms and conditions are posted.

TERMS AND CONDITIONS GOVERNING THE GAMING SERVICE

Enrollment and Registration in the Service:

To avail the gaming service, You need to login to Vi App.

By accessing the gaming section/tab within Vi App (“**Vi Games Portal powered by Nazara**”), You agree to and acknowledge that You have read, understood and agree to abide by and be bound by these terms and conditions of gaming service and the other terms and conditions of Vi App.

The gaming section will contain links to gaming applications/sites. You acknowledge and agree that the gaming service is additionally governed by the relevant gaming application/site/developer terms of use, license agreement or such other agreement.

User Journey:

- User will login to the Vi App.
- User will click on the gaming tab/icon or the gaming banner.
- User will be led to the Vi games portal/Vi games section in the Vi App after providing the necessary consent.

Devices and Games:

- The gaming section within Vi App will allow users to browse and/or download games. The gaming service will consist of Android and HTML 5 based games.
- Android games are downloadable games and HTML 5 games are browser based games (no downloading required).
- Android OS users will access both Android and HTML 5 based games, but iOS users will only be able to access HTML 5 games.
- The games available under the portal are the games which are compliant as per the applicable laws. VIL reserves the right to remove any game from the portal which is in violation of the applicable laws.

Service Offerings:

	Prepaid	Post-paid
Bundled Pack	Not available	On select* Vi postpaid plans, Vi Games will be provided at no extra cost for 1 year under which 5 game credits will be issued per month to subscriber for playing games– any unused game credits will expire at the end of the month
Pay per download	INR 26 pack with 1 day validity under which 1 Platinum game credit be issued to subscriber for playing Platinum game – this game credit will be valid for 3 days and if	INR 25 pack with 1 day validity under which 1 Platinum game credit be issued to subscriber for playing Platinum game – this game credit will be valid for 3 days and if unused, the game credit will expire after 3 days

	unused, the game credit will expire after 3 days	
Subscription	INR 56 pack (no auto-renewal)with 30 days validity under which 30 game credits will be issued to subscriber for playing Gold games- any unused game credits will expire after 30 days	INR 50 pack(with auto-renewal)with 30 days validity under which 30 game credits will be issued to subscriber for playing Gold games- any unused game credits will expire after 30 days
Freemium	HTML 5 based free games with advertisements	HTML 5 based free games with advertisements

*Entertainment Plus 499 & 699, Entertainment Plus 699 F, REDX, RED X, Family 699, Family 799, Family 999, Family 999 N, Family 1149, Family 1299, REDX Family Plan, REDX Family 1699, REDX Family 2299,

Once You purchase the gaming service under Subscription and Bundled Pack, You will need an active data connection to be able to validate Your subscription status and play the games.

PAYMENT OPTIONS:

- The gaming service is provided to You as per the above offerings. To pay for the above gaming service, You will use the billing service of VIL in case of post-paid mobile connection or third party payment options in case of prepaid mobile connection.
- While availing any of the payment modes available on the payment page, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:
 - o Lack of authorization for any transaction/s or;
 - o Exceeding the present limit mutually agreed by You and Your issuing bank, or;
 - o Any payment issues arising out of the transaction, or;
 - o Decline of transaction for any other reason/s.
- VIL reserves the right to change the price of the gaming service(s), in the gaming portal any time without any notice, for which You need to check the Vi App periodically.
- Please contact Vi Customer Care to raise request for a refund. Except as expressly set out in terms or the refund policies of VIL, all sales are final and no returns, replacements or refunds are permitted unless post Your written request (proving necessary documentary evidence substantiating Your claim). We shall upon receipt of Your request send You an acknowledgement of Your request, if we find Your claims to be tenable. If a replacement, return or refund is granted for any transaction, the transaction may be reversed and You may no longer be able to access the gaming service that You acquired through that transaction. No requests for refund would be entertained 24 hours after the purported transactions.

MODIFICATIONS: VIL reserves the right to modify the terms and conditions of the gaming service. These terms may be further modified based on business, legal and regulatory requirements. Further, VIL reserves the right to suspend, discontinue or cancel the service for Your breach of the terms and conditions of the gaming service or otherwise without any prior notification. You are advised to regularly review these terms and conditions and also the terms and conditions of the game developer/publisher. If You do not agree with any of the terms and any amendments thereto, You must not use this service.

INTELLECTUAL PROPERTY RIGHTS:

All rights, title and interest in the Vi App and gaming section created within Vi App, will be owned by VIL. However, the game and the content within the gaming section will be owned by Nazara/game developer/publisher.

- The content and games provided through this gaming service are owned by Nazara Technologies Limited (**hereinafter "Nazara"**), **its partners, its affiliates, third party** content providers with whom Nazara has a business relationship. The copyright in the content provided through this gaming service is held by Nazara or the third-party content providers or by the game developer/publisher/ of the content.
- You also agree that any content or material transmitted and or downloaded through the use of this gaming service will be at Your sole risk and that VIL shall not be responsible for any harm or damage resulting to Your computer system, mobile phone, or any other device or loss of data that results from such transmission or download.
- The game is licensed to You by Nazara or game developer/publisher. VIL is only facilitating the access of the games through Vi App. VIL is neither the game developer nor the game publisher.
- You understand, VIL does not provide in-game purchases.
- VIL does not promote real money gaming.

USE LIMITATIONS:

- The gaming service enables You to browse and/or download the games. However the gaming service is subject to various restrictions as mentioned in this terms and conditions.
- You should not use the gaming service portal or Vi App in a manner which could damage, disable, overburden or impair the use of the portal and the gaming service.
- This gaming portal should not be accessed by You, if You are below the age of 18 (eighteen). Individuals under the age of 18 (eighteen) may utilize the portal only under parental or legal guardian. You acknowledge that by using the gaming portal, You

may be exposed to content that You find objectionable, and it is Your **legal guardian's** responsibility to determine whether the content is suitable for You.

- BY ACCESSING OR USING THE GAMING SERVICE, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE.
- You warrant that You will not use the gaming portal for any purpose that is unlawful or prohibited by law or these terms.
- All game credits expire after their due validity period.
- Game credits cannot be carried forward or transferred.

Privacy:

- Your use of the gaming service will be subject to the VIL Privacy Policies as published from time to time. 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 gaming service. Your personal information will be stored and processed in accordance with VIL Privacy Policy which is available at **<https://www.myvi.in/privacy-policy>**.
- Terms of accessing the gaming application and the content:
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 - 1. The gaming service is merely intended as a means to deliver the content. Your access to the gaming service and the content signifies Your consent to view / receive all such content. You agree and acknowledge that by use of the service, You do not acquire ownership in the content.
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 - 2. VIL may, in its sole discretion, and without any obligation or liability towards You (including refund or credits for any subscription fee whether in full or in part thereof), add or delete one or more content, or any feature from the gaming service, or modify the charges/price (defined above) for the content or any of Your rights or authorizations at any time, without any notice to You. You agree to abide by the changes made under this provision.
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 - 3. Use of the gaming service requires: (i) compatible devices including Internet enabled devices, and (ii) Internet access.

TERMS AND CONDITIONS GOVERNING THE OFFER "VODAFONE IDEA LIMITED Tuesdays"

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 OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE IDEA LIMITED (HEREINAFTER REFERRED TO AS "VODAFONE IDEA LIMITED INDIA") IN ASSOCIATION WITH CouponDunia, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT 429 Laxmi Mall, Laxmi Industrial Estate, New Link Road, Andheri West, Mumbai - 400053, INDIA (HEREINAFTER REFERRED TO AS "ORGANIZER") FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE IDEA LIMITED INDIA. THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA LIMITED INDIA MOBILE POST PAID AND PREPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS "VODAFONE IDEA LIMITED Tuesdays" ("Offer") DURING THE OFFER PERIOD AS MENTIONED HEREIN. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "VODAFONE IDEA LIMITED Tuesdays". 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 - "Subscriber" shall mean the rightful user of the VODAFONE IDEA LIMITED India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with VODAFONE IDEA LIMITED India. 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. "Active Subscriber" shall mean a Subscriber who uses the Subscriber Identity Module ("SIM") of VODAFONE IDEA LIMITED India on a regular basis for purposes other than to participate in any offer or contest offered by VODAFONE IDEA LIMITED India. "Eligible Subscriber" shall mean an Active Subscriber of VODAFONE IDEA LIMITED India who has an active VODAFONE IDEA LIMITED number. 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 where VODAFONE IDEA LIMITED India provides its telecom services 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 downloaded the "VI App" on its phone.

vi. Subscriber who has registered on the \“VI App\” using the registered

C. OFFER DETAILS ACTIVATION, STEPS AND RESTRICTIONS –(c.vi.1) The Eligible Subscriber shall follow the below actions to avail the Offer: The Eligible Subscriber shall click on the tab \“Click to Action (CTA)\” or go to the Tuesdays offers page. The Eligible Subscriber shall click to redeem coupon. The Eligible Subscriber shall click on the redirection link mentioned on the coupon to reach the web page. The Eligible Subscriber shall apply coupon code on partner site to avail Offers.(c.vi.2) The terms and conditions for the specific products or services which can be availed by the Eligible Subscriber shall be available alongside that specific offer.

D. OFFER PERIOD - This is a limited period offer by VODAFONE IDEA LIMITED India, available from 9th January 2017, 00:00:01 hrs and shall continue till the time the same is revoked by VODAFONE IDEA LIMITED India (\“Offer Period\”); VODAFONE IDEA LIMITED India reserves the right to extend or shorten the Offer Period, as it deems fit.

E. OFFER AREA –

i. This is a pan India Offer and shall be available in all the cities in which VODAFONE IDEA LIMITED India provides its telecom services.

ii. Notwithstanding the foregoing, if the operation of or participation in 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 participate in the Offer. No further notice shall be given by VODAFONE IDEA LIMITED India or Organizer in this regard.

F. MODIFICATION OF OFFER –

a. VODAFONE IDEA LIMITED India and the Organizer 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 VODAFONE IDEA LIMITED India modify these Terms, the modified terms will be posted on 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 - VODAFONE IDEA LIMITED India or the Organizer reserve 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 - You agree that this Offer is being made purely on a \"best endeavor\" 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 India shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer. VODAFONE IDEA LIMITED India 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 duet 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 India, 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 Winner or any participant or third party, in connection with the Offer or arising otherwise. VODAFONE IDEA LIMITED India 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 India be liable for the removal of or disabling of access to the offer. VODAFONE IDEA LIMITED India 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 India's responsibility shall only be limited in providing Telecom Service on VODAFONE IDEA LIMITED India's network for Eligible Subscribers availing this Offer.

d. The Subscribers shall escalate to the Organizer any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Offer. VODAFONE IDEA LIMITED India will not have any responsibility related to the same and will not entertain any query or complaint of the participants.

e. You shall indemnify and keep indemnified VODAFONE IDEA LIMITED India, 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 India may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. VODAFONE IDEA LIMITED India shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

f. VODAFONE IDEA LIMITED India disclaims all its liabilities in relation to this Offer, for any customer related queries or concerns in relation to this Offer shall be shall be directly addressed by Cupondunia. The Subscribers can connect with Coupondunia at mva@coupondunia.in.

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 India, 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 India.

d. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.\r\n

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 VODAFONE IDEA LIMITED India 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 VODAFONE IDEA LIMITED India 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 IDEA LIMITED Privacy Policy which is available at <https://www.myvi.in/privacy-policy>.

j. You agree that VODAFONE IDEA LIMITED India 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 the Organizer or any third party under this Offer.

k. 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 India and to any third party content licensor to VODAFONE IDEA LIMITED India that is made available through the Offer.

l. 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 VODAFONE IDEA LIMITED India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.

m. "T&C of VODAFONE IDEA LIMITED and third parties apply. Please visit www.myvi.in for VODAFONE IDEA LIMITED T&C. VODAFONE IDEA LIMITED shall not be responsible for third party offers, products and services"

J. Happy Surprise Terms and Conditions: -You as a PARTICIPANT hereby confirm and waive the applicability of rules and regulations of the National Do Not Call registry and PARTICIPANT agree to receive promotional messages, in-bound calls and alerts under the Happy Surprise offer and for all future upcoming offers/benefits from VODAFONE IDEA

LIMITED, as VODAFONE IDEA LIMITED may in their sole and absolute discretion decide. Further the PARTICIPANT understand that the consent given herein can be revoked anytime during the event or after the event, for which the PARTICIPANT would need to explicitly write back to VODAFONE IDEA LIMITED seeking for revocation of the waiver given by them earlier.

MUSIC SERVICE:

Enrolment in the Service:

To avail the music service, You need to login to Vi app. If you are already registered to Vi app, You will not be required to enter the name, MSISDN and other details to avail the service.

To avail Music service,

- a) Music service would be available on Vi app under the Music / Hungama Music service section-tab. Additionally, the User may also enter the Hungama Music service via the banner, promo card, menu etc. on the Vi app.
- b) **If the User doesn't have** Vi app, then User will have to download the app to access the music service.
- c) User will be prompted with the welcome screen, mentioning the service offerings.

Service Offerings:

The User has to opt for the below available offerings.

Type of Offering	Recharge/Packs
Premium (Ad free service)	6 months trial service. Post 6 months, option to upgrade and continue Premium service under paid subscription model or move to a Non-Premium Service. To continue with Premium service, the User has to pay monthly or annual subscription charges/avail select Vi prepaid recharges.
Non-Premium (may contain ads)	If the User doesn't opt for the 6 months trial service, then the service offerings will be Non-Premium service. The User can upgrade to Premium service any time by paying subscription.
Live Events (available via tickets)	User has to select the live event service from the main page of Music / Hungama music service section tab under Vi app. To avail the live event service, User has to pay for the event tickets. The event would be live and no rewind, recording, forward, pause would be available

This music service is provided to You by Hungama Music Service of Hungama Digital Entertainment Media Pvt. Ltd. (Hereinafter "Hungama"). You will be governed by the terms

& conditions of Hungama Music Service as available
<http://www.hungama.com/conditions/website>.

Notwithstanding anything else in this terms & conditions, the method in which Hungama provides the music and/or use of the music services, shall be subject to change at all times **at Hungama's sole discretion, without any advance notice to You from VIL.**

VIL is only facilitating the access to the Hungama Music service. VIL shall not be responsible for any unauthorized, unlawful or illegal use of the service, software or music by any user or any other person who is not a valid user.

The music service is provided to you for your personal use only. You understand that the service is intended to music listening and not intended for storage or permanent download or for any commercial purpose.

Third Party Sites & Ads: Vi App might contain advertising content and links to third party **websites, services, and advertisements for third parties (collectively, "Third Party Sites & Ads")**. **Such Third Party Sites & Ads are not under the control of VIL and VIL is not responsible** for any Third Party Sites & Ads. VIL provides these Third Party Sites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites & Ads. You click on Third Party Sites & Ads and browse/use all Third Party Sites & Ads at your own risk. When you visit a Third Party Site via the Ad displayed on Vi App, **the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices**. You shall make all investigation as you feel necessary or appropriate before proceeding with any transaction and/or sharing any information in connection with such Third Party Sites & Ads. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. You acknowledge that VIL shall have no responsibility and/or liability of any nature whatsoever with respect to the same.

These details like email id, mobile no's of users will be shared with OTT apps/music service providers to enable access to the services on Vi app & other device.

VIL has the right to change or withdraw or extend the Offer/music service without informing Users.

Data charges will be applicable for using Vi App application, OTT app within Vi App and the usage of Services and viewing contents/music service under the Offer. VIL reserves the right to change the availability of Services/content at its sole discretion. VIL reserves the right to change the offering and the corresponding content/service available with it. No change in the content type will be made within the validity period. VIL may take down the content available on its OTT app to comply with legal requirements or for any commercial reason. VIL may put restrictions on the access or use of content available on its OTT app at its discretion. **The content available on the VIL's OTT app may vary from time to time depending upon the VIL's rights in the content and the applicable pack of the User.** VIL is not responsible for your delay in making payment of subscription charges if any and hence in the event your subscription is deactivated if there are unpaid dues from you, VIL is not responsible for any such inconvenience and you may have to again subscribe/download the application.

Linking to Third Party Sites/Applications/Content

Vi App service is owned, operated, licensed and controlled by VIL and is covered and protected by all laws including but not limited to copyright and trademark laws of India.

Vi app may present You with the option to click on one or more links that link to a third party website, a third party application and/or provide third party content from a third party content provider. Neither VIL nor any other party involved in creating, producing, or delivering the services, applications or Vi App control the websites, content or applications of such third parties. You agree and acknowledge that VIL is neither responsible for, nor liable for, any such third party sites, third party applications or third party content. You accept all risk in clicking any such links provided through the Vi App.

VIL makes no representations, warranties, guarantees or any endorsements as to the quality, suitability, functionality or legality of any products, services or other offerings that may be advertised or made available by a third party through the service or which may be linked to the service. Accordingly, VIL will not be a party to or in any way be responsible for any transaction that may occur between You and such third parties and You should always use prudent judgment in your association with such third parties.

You agree that through Vi App, VIL is merely distributing third party contents/music owned / controlled by third party content providers/music service providers. Such third party contents/music are governed by independent terms and conditions of each such third party content provider. You agree to follow viewing restrictions since some of the audio / visual materials available on Vi App may comprise of adult contents. You also agree and undertake to read, understand and accept such third party terms and conditions before viewing their contents through Vi App. Such third party terms and conditions may be available using the following URLs –

7. Hungama (Hungama Music Service)

<http://www.hungama.com/conditions>

<http://www.hungama.com/faqs>

<http://www.hungama.com/privacy-policy/>

Warranties and Liability

Vi App is made on “as is” and “as available” basis and You download, install and use Vi App at your own discretion and risk. VIL has taken reasonable care to ensure that Vi App contains no inaccuracies, errors, viruses or defects; however VIL does not warrant that this is the case. To the extent permitted by law, VIL gives no warranty of any kind (implied, statutory or otherwise) in relation to Vi App or the VIL website and VIL shall not be liable for any loss or damage arising from or connected to the Offer/music service. VIL has no control over any third-party services or contents made available via Vi App and VIL may change the Offer/music service at its discretion. VIL may withdraw or change the Offer/music service at any time for technical, commercial, public interest or operational reasons. In the event that the Offer/music service is being permanently withdrawn, VIL will endeavour to advertise this with as much prior notice as reasonably possible. Depending on the reason for the suspension, withdrawal or change, it may not always be possible to give advance notice. VIL may block use of Vi App if You breach these Terms or the Website Terms and Conditions, if any.

Your Information

By participating in the Offer/availing this music service, You consent for collection, storage and usage of Your personal information i.e. name, MSISDN, photograph etc. for VIL’s use

including use of all Your information that is generated by Your use of the Service. VIL's usage of your personal information that You supply to VIL is governed by VIL's Privacy Policy, which forms part of these Terms and which can be found at <https://www.myvi.in/privacy-policy> PLEASE READ THE PRIVACY POLICY CAREFULLY- it deals with your rights and VIL's obligations in relation to your personal data, including what VIL can do with it and to whom VIL may give it in certain situations.

Monitoring or recording of your communications may take place in accordance with the law, and in particular for VIL's business purposes, such as for quality control and training, to prevent unauthorised use of VIL's telecommunication systems and to ensure effective systems operation and in order to prevent or detect crime.

Intellectual Property Rights

VIL grants You a non-exclusive, non-transferable and non-sub-licensable license to download and use Vi App on mobile device only. All rights including intellectual property rights in Vi App remain the property of VIL and its licensor. VIL Trademarks, trade names, product or service names, logos, slogans, typefaces, brand or other proprietary words or symbols used by any VIL group company from time to time or any derivative thereof or any combinations thereof used in or made available through the Vi App ("**VIL Marks**") is the property of VIL or its licensors and is protected by copyright and other intellectual property laws. **The "VIL Marks" are owned by or licensed to VIL, subject to copyright and other intellectual property rights under Indian laws and conventions.** The parties hereto agree and confirm that no part of any intellectual property rights mentioned hereinabove is transferred in the name of User and any intellectual property rights arising as a result of these presents shall also be in the absolute ownership, possession and control of VIL.

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You shall promptly notify VIL in writing upon your discovery of any unauthorized use or infringement of the application (or its contents) or VIL's patent, copyright, trade secret, trademarks or other intellectual property rights. The application contains proprietary and confidential information that is protected by copyright laws and international treaty provisions.

You acknowledge that VIL shall not censor or edit any portion of the music content before providing access to You. By using the service, you expressly acknowledge and agree that VIL shall not be responsible for any damages, claims or other liability arising from or related to your use or download of any music content, or from the use of the service in any manner.

Technological Limitations

VIL agrees to provide the User with technical support services which include periodic distribution of bug fixes and minor enhancements as updates scheduled by VIL. However, in case of any technical difficulties or for maintenance, if it results in temporary interruption, VIL will make reasonable efforts to rectify the snag as early as possible.

If, for any technical reason and under unavoidable circumstances VIL needs to discontinue, temporarily or permanently, functions and features of the application with or without notice,

or if any tracks in any particular catalog may no longer be available due to technical or contractual rights, VIL reserves right to change and replace the tracks or albums or any other content available at any time.

Under the said circumstances, VIL shall not be liable for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to or of any of the Services as the same may be treated as Force Majeure.

You also may not use, nor allow others to use, Your account, Vi App or the Offer, directly or indirectly, to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the application or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on us, the application, or anyone else; (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all local, state laws, statutes, rules and regulations, as well as any international treaties, which are applicable to your use of the application.

Modification

VIL reserves the right, at our sole discretion, to modify, discontinue or terminate the application or to modify these Terms, at any time and with/without prior notice. If VIL modify these Terms, it will post the modification on www.myvi.in or may provide You with notice of the modification. By continuing to access or use the application or Services after VIL have posted a modification on the website or have provided You with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to You, your only recourse is to cease using the application or Services. VIL shall not be liable to You or to any third party for any modification, price change, suspension or discontinuance of the App.

Termination

VIL reserves the right to terminate your use of the Service, without cause, upon reasonable notice. In case such termination occurs due to your breach of any terms and conditions stated herein, then Your subscription for the remaining period will be exhausted and forfeited, further there will be no downloads permitted to You under the applicable subscription plan.

Limitation of Liability

In no event shall VIL or its licensors or any of their officers, directors, employees, agents or affiliates be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this Offer/music service or the use of or inability to use any service or application, even if VIL has been advised of the possibility of such damages. In no event shall we or any of our licensors be liable for any damages in excess of the amount paid for the application or the specific item of content giving rise to the applicable claim for direct damages.

Indemnification

You agree that You will be responsible for any damages resulting from any violation of these Terms and Conditions to the fullest extent of the law. You further agree to indemnify and hold VIL, and its affiliates, officers, directors, agents and employees, harmless from any claim **or demand, including reasonable attorneys' fees, made by any third party due to or arising**

out of your breach of these terms, or any violation of any law or the rights of any third party that occurs in connection with your use of the application.

Disputes Resolution

These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.

General Provisions

Your acceptance to this Terms, together with our Privacy Policy and any other rules, regulations, procedures and policies herein, constitutes the entire **agreement ("Agreement")** between You and VIL with respect to the Offer/service /application and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and VIL with respect to the Offer/Service.

No failure or delay in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement.

If any provision of this Agreement is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. This Agreement is personal to You and may not be transferred, assigned or delegated to anyone. Any attempt by You to assign, transfer or delegate this Agreement shall be null and void.