

TERMS AND CONDITIONS GOVERNING THE SPOTIFY PREMIUM STANDARD WITH PREPAID

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 PREPAID SUBSCRIBERS OF VODAFONE IDEA LIMITED ("VODAFONE IDEA/VIL/Vi") PURCHASING SPECIFIC RECHARGE PACKS AS MENTIONED UNDER THE OFFER DETAILS AND AVAILING THE OFFER KNOWN AS SPOTIFY PREMIUM STANDARD WITH PREPAID 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 ("VIL TERMS AND CONDITIONS/VIL T&C").

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 AVAILED THIS OFFER.

THE SPOTIFY MUSIC SERVICE AND THE OFFER IS BROUGHT TO YOU BY SPOTIFY INDIA LLP AND SPOTIFY AB ("SPOTIFY"). YOU WILL BE ALSO GOVERNED BY SPOTIFY TERMS AND CONDITIONS AT <https://www.spotify.com/legal/premium-promotional-offer-terms> ("Spotify T&C"), WHICH ARE INDEPENDENT OF THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE OFFER.

For the purpose of this T&C, "**Eligible Subscriber**" shall mean an active prepaid subscriber of VIL who satisfies the following criteria at the time of availing and during continuation of Offer: –

- Subscriber must be an Indian citizen belonging to any one of the cities / Circles of VIL as mentioned herein
- Subscriber must not have been subject of any criminal proceeding
- Subscriber must not - be of an unsound mind.
- 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.
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- Subscriber has to recharge any of the recharge packs as per table below during the Offer Period. The new customers can use the recharge packs mentioned in table below as FRC and then complete the eligibility process for this Offer.

B. OFFER DETAILS

i. The Offer - Spotify service subscription is available as inbuilt into/bundled benefit (at no extra cost) with the eligible VIL prepaid recharge packs as mentioned in the table above.

RC DETAILS

Recharge (RC) MRP	Data	Voice	Product Validity	Service Validity	Third-Party Benefits (including Spotify Premium)	Telecom Circles
230	30 GB	NA	28 Days	NA	Spotify Premium + JioHotstar +19 more OTTs including ZEE5,Sony LIV,Fan Code, Lionsgate Play and more on Vi Movies & TV	Pan India
250	2GB	Unlimited Calls		28 Days	300 SMS, Spotify Premium	Pan India
435	Unlimited				100 SMS/Day, Spotify Premium, JioHotstar	Pan India

- ii. The said recharge will provide benefit of Spotify Premium subscription for a validity of 28 days
- iii. VIL reserves the right to change the recharge MRP without any notice. You need to check Vi App periodically.
- iv. This Offer -music service subscription is brought to You by Spotify. VIL is only facilitating to avail the Offer via Vi App. The actual music service /music streaming can be accessed on the platform/mobile application of Spotify.
- v. Spotify Premium is available otherwise at INR 139/month

C. Offer Activation steps

- i. Customer Journey:
 - Recharge with eligible packs.
 - Access the benefit section.
 - Click on CLAIM in the Spotify Card.
 - Click Activate Now and You will be redirected to the Spotify sign/login page.
 - You need to login using your existing account or sign up and create a new account.
 - Once Successful then You can launch Spotify App to enjoy the service
- ii. The validity of the Spotify subscription is linked to the validity duration mentioned against each recharge pack under the Recharge Details table.
- iii. The Spotify subscription validity begins from the date of successful recharge inline to the validity of the applicable recharge pack.
- iv. A grace period of 15 days is provided after the validity expires. If a new eligible recharge as per the table above is completed within this grace period, there is no need to complete the claim process again. If the new eligible recharge is completed after the grace period then the user has to follow the complete claim journey followed with activation of benefit.
- v. If a new eligible recharge is completed before the current validity expires, the subscription will be stacked. The cumulative subscription validity can be stacked for up to 3 eligible recharges.
- vi. Continued access to the Spotify subscription during the validity period is subject to active prepaid status of the Subscriber.
- vii. Spotify Premium offers Add free only for Music streaming
- viii. Existing Spotify users can enjoy the Vi Prepaid Spotify subscription by recharging with any eligible recharge packs mentioned in the table above. To avail of the Offer, user must deactivate their current subscription and then log in using the same Email id or mobile number.

D. Other conditions

- a. 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 Spotify subscription/Offer.
- b. Post completion of the Spotify subscription period, there will be no auto renewal of Spotify subscription.
- c. You will continue to receive the benefit of Spotify subscription provided you continue to be active prepaid subscriber and recharge with eligible packs.

E. OFFER PERIOD

This Offer will be available from _____.

This is a limited period offer and can be extended at the sole discretion of VIL. VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

F. OFFER AREA

The Offer is valid in all existing VIL telecom service areas.

Notwithstanding the foregoing, if the operation of or availing 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 subscribe to this Offer. No further notice shall be given by VIL in this regard.

G. MODIFICATION OF OFFER

- i. 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 subscribers who have availed this Offer.
- ii. If VIL modifies these Terms & Conditions, 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 in availing the offer. Your continued use of 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 Subscribers who have availed this Offer.

I. DISCLAIMERS

- i. The subscription is a third-party service, brought to you by Spotify. VIL is only distributing the subscription.
- ii. VIL is only facilitating the subscription and shall not be responsible or liable for music service, fulfilment of music service, defect non -performance of Spotify application/platform and service related to the Spotify service. You agree that Vodafone Idea Limited is not the owner of Spotify service/music content and has no control or editorial rights over music content All such issues or disputes or settlement of claims or fulfilment of Spotify service will be directly settled between You and Spotify. No such complaint or request will be entertained by VIL.VIL shall not be liable for any claim regarding the availability (or lack thereof) of the Spotify music service/Spotify platform
- iii. The subscription under this Offer is non-transferable. No exchange or redemption for an equivalent cash amount or in any other form shall be allowed
- iv. You agree that this Offer is being made purely on a “best endeavor” basis and subject to acceptance of these Terms and Conditions. Your availing this 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 availing the Offer.
- v. 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 You or any participant or third party, in connection with the Offer or arising otherwise.

- vi. VIL reserves the right to change, suspend, remove, extend or disable access to the Offer at any time without notice.
- vii. Any claims, issues, damages or losses with regards to the quality or functionality of the benefits/services/subscription available under this Offer will be the sole liability of the service provider/subscription provider providing such benefits. VIL will not have any responsibility related to the same and will not entertain any query or complaint of You.
- viii. 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 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.
- ix. VIL shall not be responsible for any claims arising out of technical failures before, during or after availing the Offer including but not limited to any technical failures in the mobile connectivity, internet connectivity. Further, VIL shall not be responsible for any claims arising out of any failure(s) which is beyond the reasonable control of VIL

J. GENERAL

- i. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- ii. The provisions of this Offer may not be used for any commercial purpose by the customer. VIL reserves the right to take back the Offer if it detects any fraudulent usage, or misuse of the service/promotional benefit.
- iii. 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.
- iv. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
- v. The subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- vi. 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.
- vii. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- viii. 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.
- ix. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.

- x. You hereby consent VIL to collect your mobile number and share with Spotify so as to enable to attach the Offer benefits to You. Your personal information collected by VIL will be stored and processed in accordance with VIL Privacy Policy which is available at <https://www.myvi.in/privacy-policy>.
- xi. 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 Spotify for availing the subscription.
- xii. By availing 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.
- xiii. In case of any deactivation of VIL services which may be due to mobile number portability option chosen by subscriber, or when the customer wants a movement from prepaid to postpaid connection or for any other reason, Offer will deactivate immediately on the date of deactivation of SIM card and the Offer will be deactivated on immediate basis.
- xiv. VIL has no responsibility or liability with regard to Offer except providing telecom services.
- xv. To the extent the customer chooses to avail this Offer, he/she does so at his/her own initiative and will remain responsible for compliance with the Terms and Conditions herein, Spotify T & C and any applicable laws.
- xvi. You availing the Offer is voluntary and You expressly agree to avail the Spotify subscription at Your sole risk. VIL shall not be responsible for any loss, injury or any other liability You may suffer due to availing the Offer or Spotify subscription.
- xvii. These Terms and Conditions are governed in accordance with the laws of India and subject to the jurisdiction of the courts in Mumbai, India.