

TERMS AND CONDITIONS GOVERNING THE “Vi GUARANTEE OFFER”

A. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO VODAFONE IDEA LIMITED (HEREINAFTER “VODAFONE IDEA/VIL”) PRE-PAID SUBSCRIBERS PURCHASING THE ELIGIBLE PACKS AND USING ELIGIBLE SMARTPHONE DURING THE OFFER PERIOD AS MENTIONED HEREIN (HEREINAFTER KNOWN AS “Vi GUARANTEE OFFER”). PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER. BY PARTICIPATING IN THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“Terms And Conditions” / / “T&C” /”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE OFFER. FOR THE PURPOSES OF THESE TERMS AND CONDITIONS, WHEREVER THE CONTEXT SO REQUIRES “YOU” OR “YOUR” SHALL MEAN ANY NATURAL PERSON WHO BEING AN ELIGIBLE SUBSCRIBER HAS PARTICIPATED IN THE OFFER.

B. DEFINITIONS

- a. “Subscriber” shall mean the rightful user of the VIL mobile connection who is on a prepaid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL.
- 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 Pack(s)” shall mean unlimited calling with daily data recharge packs of Rs.299 and above purchased by the Eligible Subscriber during the Offer Period. As of 04 July, 2024, the Eligible Packs include the following recharge packs only: ₹299, ₹349, ₹365, ₹379, ₹407, ₹408, ₹409, ₹449, ₹469, ₹479, ₹539, ₹579, ₹649, ₹719, ₹795, ₹799, ₹859, ₹979, ₹994, ₹996, ₹997, ₹998, ₹1198, ₹1599, ₹1749 ₹2899, ₹3499, ₹3599, ₹3699, ₹3799.
- d. “Eligible Smartphone” shall mean any 5G handset or New 4G handset, which is used by the Active Subscriber during the Offer Period.
- e. “New 4G handset” shall mean a 4G handset (including newly purchased handset or upgraded from an old handset), the IMEI of which was not registered on the VIL network immediately before the commencement of the Offer Period.
- f. “Eligible Subscriber” shall mean an Active Subscriber who satisfies the following criteria during the Offer period: –
 - i. Subscriber must be an Indian citizen belonging to telecommunication service areas of VIL;
 - 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 must be using Eligible Smartphone during the Offer Period
- vi. Subscriber must have purchased the Eligible Pack during the Offer Period.

The new subscribers via new activations during the Offer Period using 4G or 5G handset will also be eligible for the Offer.

C. OFFER BENEFIT DETAILS

- a. Description - Eligible Subscribers fulfilling the eligibility criteria will be entitled to get a total of 130 GB extra data over a one-year period on a complimentary basis. Once the Offer is claimed, extra data will be credited to customer's account in 13 tranches of 10GB each valid for 28 days.
- b. Extra data of 130 GB can be used only on 4G network.
- c. Restrictions and Other Conditions -
 - i. To utilize the extra data credited every time in a tranche (i.e. 10 GB), the customer is required to be active on the 4G VIL network with an Eligible Pack and handset
 - ii. If the data benefit is not consumed within the validity of 28 days, the unutilised data will be forfeited.
 - iii. The Offer benefits shall be discontinued if the Eligible Subscriber during the Offer Period:
 - Moves out of VIL home network;
 - Shifts from prepaid to postpaid plan;
 - Deactivates their VIL connection and/or ports out to another telecom operator.
 - VIL SIM is switched to another 4G/5G smartphone.
 - iv. The Offer can be availed only once per IMEI and once per MSISDN/mobile number
 - v. The list of Eligible Packs are indicative and VIL shall be entitled to modify such list from time to time. You are therefore advised to check the website regularly for any update(s) or amendment(s).

d. Claim Journey

- i. The Eligible Subscriber can claim the Offer through the Vi app. For select customers, the Offer benefit will be credited automatically without any claim process.
- ii. The customer can track the Offer details on Vi app.

D. OFFER PERIOD AND OFFER AREA

This is a limited period Offer by VIL:

- From 25th May 2024 00:01 hrs, available in telecom circles excluding Karnataka, Andhra Pradesh, Madhya Pradesh, Assam, North East & Orissa.
- From 13th Aug 2024 00:01 hrs, available in all VIL service areas including Karnataka, Andhra Pradesh, Madhya Pradesh, Assam, North East & Orissa,

The offer ends on 30th Nov, 2024 00.00 Hrs unless revoked by VIL (Offer period).

E. GENERAL

- a. You agree that this Offer is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer is voluntary and You expressly agree to avail the Offer at your sole risk. VIL shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
- b. VIL makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer and/or any delay or failure to avail the Offer including due to technical or network problems. To the extent you choose to avail this Offer, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold VIL, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the You or any participant or third party, in connection with the Offer or arising otherwise
- c. 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.
- d. VIL shall not be responsible for any claims arising out of technical failures before, during or after the completion of 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.
- e. You agree that the terms and conditions of the Eligible Packs on the VIL website shall be additionally applicable to this Offer.
- f. Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer benefit;
- g. Offer is non-transferable to any third party.
- h. This Offer cannot be combined with any other offer provided by VIL.
- i. VIL reserves the right to modify, cancel, discontinue or prematurely withdraw the Offer and no further notice shall be given by VIL. 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 availing this Offer.

- j. Any claims, issues, damages or losses with respect to the device/handset shall be the sole responsibility and liability of the manufacturer of the device/handset and VIL (including its affiliates or group companies) hereby disclaims, any and all claims, losses and liabilities, whether or not arising out of, or in connection therewith and/ or this Offer and the Terms And Conditions governing the Offer. This disclaimer shall apply to the fullest extent permitted by law and shall survive cancellation/ termination/ determination of this Offer.
- k. The Offer may not be used for any commercial purpose by the Subscriber. VIL reserves the right to take back the Offer if it detects any fraudulent usage, or misuse of the service/ benefit.
- l. You may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- m. You hereby authorize VIL to collect your personal information. Your personal information will be stored and processed in accordance with VIL Privacy Policy which is available at <https://discover.vodafone.in/privacy-policy>
- n. 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.
- o. The Eligible Subscriber shall also be bound by the terms and conditions of the Customer Application Form and the terms and conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- p. 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.
- q. 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.
- r. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
- s. VIL shall also provide its services independent of this Offer and it is solely at the Subscriber's discretion to avail or not avail the Offer.
- t. All disputes arising out of or in connection with this Offer quo your relation with VIL, shall be subject to jurisdiction of the courts in Mumbai, India.