

TERMS & CONDITIONS FOR VODAFONE ROCK ON 2 JOIN THE BAND OFFER

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.

FOR THE PURPOSES OF THESE TERMS AND CONDITIONS, WHEREVER THE CONTEXT SO REQUIRES “YOU” OR “YOUR” SHALL MEAN ANY NATURAL PERSON WHO IS A VALID AND ACTIVE VODAFONE U SUBSCRIBER.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO THE ACTIVE VODAFONE U SUBSCRIBERS INTENDING TO PARTICIPATE IN **VODAFONE ROCK ON 2 JOIN THE BAND OFFER**. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN **VODAFONE ROCK ON 2 JOIN THE BAND OFFER**. BY PARTICIPATING IN THIS 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 THIS OFFER.

Terms and Conditions:

- 1. Vodafone Rock On 2 Join The Band Offer** (hereinafter referred to as the “Offer”) is conceptualized, organized and hosted by Vodafone India Limited having its registered office at Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai –400 013 and Vodafone Mobile Services Limited having its registered office at C-48, Okhla Industrial Area, Phase-II, New Delhi – 110 020 (hereinafter collectively referred to as “Organiser/Vodafone India”).
- 2. Vodafone Rock On 2 Join The Band experience may allow the **eligible** participants:**
 - a. Entry to exclusive Rock on 2 concerts at 3 cities – Delhi, Pune & Bangalore
 - b. A chance to meet the stars of Rock on 2 backstage;
- 3. Subscriber** shall mean the rightful user of the Vodafone India connection, pre-paid or post-paid, in whose name the mobile phone connection number (MSISDN) is registered with Vodafone India. In the event the number / connection is registered in the name of a company/ firm, Subscriber shall mean the employee who is authorized to use the connection, in the absence of any instruction in writing to the contrary by the employer. An Active Subscriber of Vodafone shall mean a Subscriber who uses Vodafone Subscriber Identity Module (“SIM”) on a regular basis;
- 4. The Offer** is open for participation for all eligible Vodafone U Subscribers of Vodafone India Limited and Vodafone Mobile Services Limited (hereinafter collectively referred to as “Vodafone India”).
- 5. By participating in the Offer during the Offer Period, the eligible Vodafone U Subscriber (“Participant” / “You”) hereby acknowledge that you have read, understood, accepted and agreed to be bound by the full set of Terms & Conditions set forth herein. If you do not agree to these Terms & Conditions, then you have no right to participate in or avail the Offer and you should not participate in or avail the Offer.**
- 6. You as an Eligible Participant of this Offer would ensure that there wouldn’t be any misuse of this Offer. For availing this Offer, You agree to follow the modes as stated in point 5 below and abide by the norms as is mentioned on the official interface and as further stated herein. You may use this Offer only as**

permitted by law and during your use of the Offer you are prohibited from any UNLAWFUL, HARASSING, LIBELOUS, OFFENSIVE OR VULGAR behaviour. You are not allowed to insult or harm any person or organization, religion or community through this Offer.

- 7. Eligibility:** This Offer is open for all Participants who are Vodafone India prepaid Subscribers fulfilling the following criteria at the time of participation and during continuation of Offer:
- a. Participant must belong to any one of **the Cities** of Vodafone India mentioned herein **(just for the concert)**;
 - b. Participant must be above the age of 18 years as on April 1, 2016.
 - c. Participant must be an Active Vodafone U Subscriber on the Vodafone India network;
 - d. Participant must not have been subject of any criminal proceeding;
 - e. Participant must not - be of an unsound mind; and
 - f. Participant must not be under any legal disability e.g. insolvency, restraint by court order etc. and / or is otherwise prohibited from entering any contractual relationship.
 - g. Participants who are roaming outside their home Circle will not be barred from participating in the Offer. The Offer is not applicable in case the Subscriber is not latched onto the Vodafone India network whether in the home network or while roaming within India.
 - h. Participant must not have any outstanding dues payable to VODAFONE INDIA on account of the mobile connection;
 - i. If, in any State and/or territory or part thereof, the running of this Offer is prohibited as per local rules or laws, 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 the Vodafone India in this regard.
- 8. Offer Period:** The Offer is open for participation during the period as mentioned below (“Offer Period”) –
- a. Bengaluru: from 10th Oct 2016, 00:00:01 hrs. till 25th Oct 2016, 23:59:59 hrs., both days inclusive;
 - b. Delhi & Pune: from 13th Oct 2016, 00:00:01 hrs. till to 31st Oct 2016, 23:59:59 hrs., both days inclusive;
- 9. Details of Offer:** An Eligible Subscriber may participate in the Offer by:
- a. **Attending Rock on 2 concerts:**
 - i. **If you are an active Subscriber of Vodafone U then you are eligible to get 4 passes to attend the concert in Delhi, Pune or Bangalore**
 - ii. **If you are not an active subscriber of Vodafone U, just recharge with any Vodafone U pack and get 4 passes to attend the concert in Delhi, Pune or Bangalore**
 - iii. Applicable only to Delhi, Bangalore , Pune and Mumbai (only for Pune concert) subscribers
 - iv. The travel expenses to be borne by the subscriber
 - v. Steps to attend the concert:

Step 1

Once you are active on Vodafone U , you will get an SMS asking for confirmation to attend the concert

Step 2:

You will confirm your attendance to the concert by replying on the SMS with the code “ROCK ON”

Step 3:

You will receive a unique link which will point to a page that shows the unique QR code and Unique ID. Please do not share or forward this code to anyone else; as this is your unique code for entry into the concert and can be used just once.

Step 4:

On the event day, at the entrance will the QR code would be scanned on and only on Your phone and entry would be permitted. The same code cannot be used twice to enter. Hence, You and Your 3 friends should enter the venue together. In case, there is a problem scanning the QR code, You can also enter the unique ID which is generated with the QR code. This would be a first come first serve scenario and Vodafone India or the Organizer does not hold any responsibility if the gates are closed once the venue is full to its capacity.

Also, if in case you lose the message or delete the message then the organizer or Vodafone India would not hold any responsibility for the same. You would also receive a message with the code closer to the date of the concert.

b. Getting a chance to meet the Rock on 2 stars backstage

- i. Any Vodafone U subscriber across the country** needs to take part in a contest & follow the below steps:
 1. Comment on Vodafone U facebook page
 2. Fill in “I would like to join the band because.....”.
- ii. Participant gives his/her irrevocable consent to the process of selecting the Winners (defined below). Without prejudice to the foregoing, the Participants shall not hold the Organizer, the Independent agency or Vodafone India liable for the Winner selection process under this Competition.
- iii. Winners would get a chance to meet the cast of Rock on 2 backstage.
- iv. The contest will run for 4 days from the announcement post on Vodafone U Facebook page.
- v. The winner would be decided on basis of the best slogan “I would like to join the band because.....”. All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent External agency appointed by the Organizer and decision of Independent External agency shall be final and binding on the Participants.
- vi. The announcement of the winners would happen on our Facebook page 1 week prior to the concert.
- vii. The Participants will not post any obscene or vulgar slogan and shall not put him/herself at risk (Any Defaming / Sharing of any personal details which may lead to any personal risk).
- viii. The Participant shall make no reference to alcohol, smoking, drugs, or anything objectionable in his/her slogan.

10. Offer Description:

a. For the concert

During this Offer, the **eligible** Participant will get 4 passes to attend the concert in any of the 3 cities mentioned above. The entry at the concert would be at the discretion of VODAFONE INDIA. The decision of the Agency appointed by the Organizer in this regard, and / or of the Organizer shall be final and binding on the Participants coming to attend the concert. No dispute, of whatsoever nature, in this respect shall be entertained by the Organiser / Vodafone India.

This concert is an exclusive Vodafone U concert and it will not possible to purchase tickets from any other forum. Only 4 people would be allowed on one QR code per Recharge on Vodafone U. Also, the QR code is specific only to the city where the recharge has taken place.

The person who registers for the QR code needs to be on Vodafone U and above 18 years of age

b. For Meeting the cast of Rock On 2 backstage:

The winner of the contest would be able to meet the cast of Rock on 2 backstage at the discretion of VODAFONE INDIA. The decision of the Agency appointed by the Organizers in this regard, and / or of the Organizers shall be final and binding on the Participants coming to attend the concert. No dispute, of whatsoever nature, in this respect shall be entertained by the Organisers / Vodafone India. The travel and lodging expenses to be borne by the winners themselves.

11. Modification: VODAFONE INDIA reserves the right, at their sole discretion, to modify, discontinue or terminate the Offer or to modify these Terms and Conditions, at any time and without prior notice. VODAFONE INDIA reserves the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event shall VODAFONE INDIA be liable for the removal of or disabling of access to the Offer. VODAFONE INDIA may also impose limits on the use of or access to the Offer, in any case and without notice or liability. If Vodafone modifies these Terms, the modified terms will be posted on www.vodafone.in. (linkto be update) 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. VODAFONE INDIA shall not be liable to You or to any third party for any modification, price change, suspension or discontinuance of the Offer.

12. VODAFONE INDIA reserves the right to not allow entry to the concert, in case of non-receipt of the said confirmation on the spot or any response from the subscriber. Further the Eligible Participants understand and agree that their Vodafone U mobile number shall be available all the times during the contest / Offer Period and in case the Eligible Subscriber is non-contactable for any reason whatsoever, he/she shall be solely responsible and VODAFONE INDIA shall not be anyway liable for the same.

You further acknowledge and agree that the name and image of the subscriber can be published on the Vodafone India website, Vodafone U website or on VODAFONE U's digital pages (including but not limited to Facebook and Twitter) or any other media as chosen by VODAFONE INDIA. By agreeing to participate in this contest you agree to allow Vodafone India to use your name and image (GIF and other formats) in a manner which Vodafone India may consider beneficial to its interests. The subscriber shall be individually contacted on the respective Vodafone Number as per VODAFONE INDIA's record (the Vodafone U number registered in the name of the participant). To the extent you choose to avail this Offer you do so at your own initiative and risk, and You are responsible for compliance with any applicable laws, including but not limited to applicable local laws

13. Service Suspension: VODAFONE INDIA reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify these Terms & Conditions of the Offer or any part thereof 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 and/or any changes in entitlements to Vodafone India from the Rock On 2organisers and the same shall be binding on the Eligible Subscribers availing this Offer.

- 14. Disclaimer and No Warranty:** Your access to and use of the Offer is at your own risk. THE OFFER IS PROVIDED ON "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VODAFONE INDIA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Specifically, VODAFONE INDIA:
- (i) will have no responsibility for any harm to any devices, including but not limited to Your wireless device, or other loss of data, or other harm that results from your access to or use of the Offer; or (ii) makes no warranty that the Offer will meet your requirements or be available on an uninterrupted, secure, or error-free basis, or that data transmitted will be secure from unauthorized access; or (iii) any delivery, failures relating to the sending or receiving SMS; or (iv) any SPAM generated messages as result of Eligible Subscriber accessing the Website; or (v) Organizer/s not receiving or rejecting an entry or slogan; or (vi) any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons; or (vii) other conditions/situations or failures beyond its control. You agree to use the Offer only where permitted by law. This Offer is being made purely on a "best endeavor" basis and participation of Eligible Subscribers is voluntary, and subject to acceptance of these Terms and Conditions. You agree that apart from the benefits available under the Offer, the participating Subscribers will have no other rights or claims against Vodafone India, unless otherwise expressly provided hereunder.
- 15. Limitation of Liability:** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE OFFER REMAINS WITH YOU. NEITHER VODAFONE INDIA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PORTAL, SERVICES OR CONTENT ("PROVIDERS") WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR USE OF OR INABILITY TO USE THE OFFER, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VODAFONE INDIA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER VODAFONE INDIA NOR ITS PROVIDERS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, NEITHER VODAFONE INDIA NOR ITS PROVIDERS WILL HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT OR APPLICATIONS LINKED TO THE OFFER. IF YOU ARE DISSATISFIED WITH THE SERVICES PROVIDED IN THE OFFER, OR WITH ANY OF THESE TERMS, OR FEEL VODAFONE INDIA HAS

BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR PARTICIPATION IN THE OFFER.

IN NO EVENT WILL VODAFONE INDIA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE OFFER EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO VODAFONE INDIA FOR USE OF SUCH OFFER IN THE TWELVE (12) MONTH TIME PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE ALLEGED CLAIM OR ONE THOUSAND RUPEES (RS 1000). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VODAFONE INDIA AND YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT VODAFONE INDIA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

16. **Disqualifications:** Any of the winners can be considered as disqualified for the Rewards & Benefits, in case he/she fails to clear all outstanding dues payable to Vodafone India and /or is not a valid/active Vodafone U Subscriber during the Offer Period .

The Rewards & Benefits will stand withdrawn in case it is found that there are any prohibitory orders, judicial or otherwise and/or there are any criminal or other proceedings against subscriber prohibiting them from any travel.

17. **Publicity:** The Participants hereby irrevocably authorize VODAFONE INDIA, that the data gathered during and/or after the Offer in respect of the Eligible Participants (including Subscriber name and Photograph etc.) shall be the property of VODAFONE INDIA and further VODAFONE INDIA shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without Vodafone's brand.

18. You agree and understand that the Offer is only for the enjoyment of the Eligible Participants and You shall not try or intend to misuse this Offer stated herein. Thereby, you shall not unduly commercialize or resell any of the content made available under this Offer to any third party.

19. The Offer will be conducted under the audit supervision of an independent audit firm.

20. **Indemnity:** The winners shall indemnify and be responsible for their own behaviour, misconduct, unlawful acts, actions / inactions etc. during the concert and hereby indemnify and shall keep indemnified, VODAFONE INDIA, its subsidiaries, affiliates, associates, directors, employees, agents etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehavior, misconduct, unlawful acts, actions/inactions etc. of the winners.

VODAFONE INDIA shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused to the winners while availing the benefits of the Rewards & Benefits. Further, VODAFONE INDIA shall not be liable in any manner for any loss, damage, theft, or any other mishap caused in respect of the Rewards & Benefits/s.

You agree to indemnify VODAFONE INDIA, its directors, officers, employees, agents and/or its affiliates against all actual claims, liabilities, expenses, costs, loss or damage of whatsoever nature, arising out of or in connection with the breach of these terms and those terms agreed by the Eligible Subscriber including but not limited to those stated in the Customer Application Form ('CAF') / Customer Information Form ('CIF'). In case there are any points or clauses stated herein that contradicts those specifically agreed in the CAF / CIF, then the terms stated in the CAF / CIF shall prevail.

21. **Restrictions:** Employees / Associates / Agents / (including their family members / relatives) of VODAFONE INDIA will not be qualified for participating in the Offer.
22. By participating in the 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 from Vodafone India r.
23. **Dispute Resolution:** These terms and conditions are governed in accordance with the laws of India. Any dispute / matter arising out of or in relation to the Offer shall be subject to the exclusive jurisdiction of competent court in which such dispute arises.

Name of Vodafone Entity	Respective Circles in which they operate	Circles for which entries from participants shall be considered for the Promotional Offer(Yes / No)
VMSL	Delhi	Yes
	Punjab	Yes
	Haryana	Yes
	Uttar Pradesh East	Yes
	Uttar Pradesh West	Yes
	Himachal Pradesh	Yes
	Jammu & Kashmir	Yes
	Kolkata	Yes
	West Bengal	Yes
	Bihar	Yes
	Orissa	Yes
	NE	Yes
	MP	Yes
	Assam	Yes
	Rajasthan	Yes
	Gujarat	Yes
	Maharashtra & Goa	Yes
	Andhra Pradesh	Yes
	Karnataka	Yes
	Kerala	Yes
Chennai	No	
Tamil Nadu	Yes	

VIL	Mumbai	Yes
-----	--------	-----