

## TERMS AND CONDITIONS GOVERNING THE OFFER

### Vi MTV OFFER FOR VIL PREPAID USER

#### A. INTRODUCTION

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

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO THE PREPAID SUBSCRIBERS OF VODAFONE IDEA LIMITED ("VODAFONE IDEA/VIL/Vi") SUBSCRIBING TO SPECIFIC RECHARGE PACKS AS MENTIONED UNDER THE OFFER DETAILS AND AVAILING THE BENEFIT KNOWN AS "**Vi MTV**" (HEREINAFTER "**OFFER**") DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE AVAILING THIS OFFER. BY AVAILING THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). FURTHER, YOU CONSENT TO AND WILL BE GOVERNED BY Vi MOVIES & TV TERMS OF USE. ONCE YOU LOGON TO Vi MTV APP OF VODAFONE IDEA BUSINESS SERVICES LIMITED (VIBSL), WHICH ARE INDEPENDENT OF THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT AVAIL THE OFFER.

For the purposes of these Terms and Conditions, wherever the context so requires "You" or "Your" shall mean any natural person who being an Eligible Subscriber has participated in the Offer.

#### B. DEFINITIONS

- a. "**Subscriber**" shall mean the rightful user of the VIL prepaid mobile connection, 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 Subscriber**" shall mean an Active Subscriber of VIL who has purchased the Vi prepaid recharge packs as mentioned under Part C (Offer Details). An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:-
  - Subscriber must be of at least 18 years of age;
  - Subscriber must be an Indian citizen belonging to any one of the telecom circles of VIL
  - 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 any contractual relationship.
  - Subscriber must have purchased the prepaid recharge packs as mentioned under Part C below in order to avail this Offer.
  - Subscriber agrees to the Vi Movies & TV Terms of Use in addition to the offer terms and conditions available at <https://moviesandtv.myvi.in/support/terms-use> and such other VIL terms and conditions applicable from time to time.

#### C. OFFER AND RESTRICTIONS

##### Offer Details:

##### Vi MTV

- a. The Offer is available with recharge packs as mentioned in table below. The said recharge will provide Vi MTV access for the period mentioned in the table below.

RC MRP	Telco Benefits	Product Validity	Service Validity	Vi MTV Benefit
154	2GB data	Monthly	No	16 OTT's
202	5 GB data	Monthly	No	13 OTT's
248	6 GB data	Monthly	No	17 OTT's
175	10 GB data	28 days	No	15+ OTT's
449	3GB/Day + Hero benefits	28 days	Yes	15+OTT's
979	2GB/Day + Hero benefits	84 days	Yes	15+OTT's

- b. The Offer provides Vi MTV membership (Membership) at no extra cost.  
c. This Membership will auto expire after the period mentioned in the table above. In case You want to opt for it again post expiry, You need to recharge & claim again through Vi App.

**Restrictions/Conditions:**

- a. The Offer is available only for Eligible Subscribers.  
b. Please note that the list of VIL prepaid recharge packs are indicative and VIL shall be entitled to modify such list from time to time. You agree that the terms and conditions of VIL prepaid recharge packs available in VIL website shall be additionally applicable to this Offer.  
c. Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer benefit;  
d. Offer is non-transferable to any third party.  
e. The Offer shall be DISCONNECTED if the Eligible Subscriber during the Offer Benefit Period:
- moves out of VIL home network;
  - recharges with a different prepaid recharge pack not mentioned in the table above.
  - shifts subscription to a post-paid plan
  - deactivates his VIL connection and ports out to another telecom operator

**D. OFFER PERIOD**

It is a limited period offer by VIL, available from – <https://www.myvi.in/vi-movies-and-tv/all-ott-in-one-app>. until further notice.  
VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

**E. OFFER AREA**

- a. The Offer is valid in all VIL telecom circles.  
b. 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 or avail this Offer. VIL reserves the right to cancel the availed offer and no further notice shall be given by VIL.

**F. MODIFICATION OF OFFER**

- a. 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 participating Subscribers availing this Offer.

- b. If VIL modify these Terms, the modified terms will be posted on VIL website - <https://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 the Offer. Your continued participation in the Offer will constitute your acceptance of the latest revised Terms and Conditions.

#### **G. WITHDRAWAL OF OFFER**

- a. 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.

#### **H. DISCLAIMERS**

- a. The Vi MTV service is a service, brought to You by Vodafone Idea Business Services Limited (VIBSL). VIL is only distributing the Vi MTV Membership among interested Eligible Subscribers of VIL.
- b. 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 availing of the Offer.
- c. 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 Subscriber or any participant or third party, in connection with the Offer or arising otherwise.
- d. VIL reserves the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event will VIL be liable for the removal of or disabling of access to the Offer. VIL may also impose limits on the use of or access to the Offer, in any case and without notice or liability. Under this Offer, VIL’s responsibility shall only be limited in providing telecom service on VIL’s network for Eligible Subscribers availing this Offer.
- e. The Subscribers shall escalate to VIBSL any claims, issues, damages or losses with regards to the quality or functionality with regards to the Membership. VIL will not have any responsibility related to the same and will not support any query or complaint of the subscribers.

- f. VIL has no liability against any claims arising out of or in connection with the use of the Vi MTV content or for any loss or damage of whatsoever nature caused to Eligible Subscriber or any third party in connection with the subsistence of the Membership or the Vi MTV content.
- g. 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 the 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.

## **I. 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 VIL, 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 VIL
- d. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- e. This Offer is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- f. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- g. 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.
- h. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- i. You hereby authorize VIL to collect your personal information including name, address and mobile number etc. and share with its partners/VIBSL so as to enable you to avail the Offer or receive relevant offer and marketing communications. Your personal information will be stored and processed in accordance with VIL's Privacy Policy which is available at <https://www.myvi.in/privacy-policy>
- j. 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 VIBSL 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 VIL and to any third party content licensor to VIL that is made available through the Offer.
- l. These Terms and Conditions are governed in accordance with the laws of India and subject to the jurisdiction of the courts in Mumbai, India.