

## TERMS AND CONDITIONS GOVERNING THE “Vi SMARTPHONE PROGRAM”

### 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 “SMARTPHONE PROGRAM /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”). 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. 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 letter of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein.
- 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 mobile daily data and calling plans /Hero recharge packs of Rs.299 and above. Currently, Eligible Packs include the following plans only: ₹299, ₹319, ₹359, ₹368, ₹369, ₹399, ₹409, ₹475, ₹479, ₹499, ₹539, ₹599, ₹601, ₹666, ₹699, ₹719, ₹839, ₹901, ₹902, ₹903, ₹1066, ₹1449, ₹1999, ₹2899, ₹2999, ₹3099.
- d. “**Eligible Smartphone**” shall mean any 4G/5G smartphone, the IMEI of which was not live on VIL network during last 6 months prior to the commencement of the Offer.
- e. “**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 Tamil Nadu, Punjab, Haryana, Kolkata & Rest of Bengal telecommunication service areas of VIL 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 must be using the Eligible Smartphone and buying the Eligible Packs.

### C. OFFER DETAILS

#### Description

Eligible Subscribers fulfilling the eligibility criteria will be entitled to cashback in the form of monthly recharge discount coupon (coupon codes) of Rs.100/- for 24 months upon purchasing the Eligible Pack within 30 days of the Eligible Smartphone latching on to the VIL network. Recharge discount will be given in the form of coupons on VIL’s mobile application (VIL App).

C1 – Vodafone Idea External

#### Steps for redemption & Restriction:

- a) Eligible Subscribers to download VIL App and purchase subsequent Hero recharges/Eligible Packs of Rs.299/

& above for 24 months only through VIL App to redeem the recharge discount coupon of Rs.100/- on every such recharge.

- b) The Offer can be availed only once on a mobile number. That is any handset (IMEI) that has become eligible once for the Offer, cannot become eligible for the Offer in future, even in case of a different mobile number.
- c) Customer has to be on the same IMEI/Eligible Smartphone and MSISDN/VIL SIM combination to get the recharge discount coupon of Rs.100/- every month, provided he/she recharges with Hero Rs.299 and above. If a customer moves out of the IMEI and MSISDN combination, then the customer will be out of the program.
- d) If the customer inserts the VIL SIM to any Eligible Smartphone on the last day of the Offer, the customer will still be eligible for the Offer, provided he/she recharges with Eligible Pack within 30 days of Eligible Smartphone latching to VIL network.
- e) The recharge discount coupon have a validity of 30 days and if not redeemed within 30 days the same shall expire.
- f) 24 recharge discount coupons will be credited to the Eligible Subscriber's account corresponding to 24 subsequent recharges of Eligible Pack. If the subsequent recharge is done for other than the Eligible Pack, then the discount will not be available and the corresponding recharge discount coupon of that recharge will be treated as exhausted.

#### **D. OFFER PERIOD**

This is a limited period Offer by VIL. Eligible Subscriber to avail the Offer from

- a) 1 October 2023 00:01 Hrs till 12 February 2024 23.59 Hrs ("Offer Period") in Tamil Nadu, Punjab, Haryana telecommunication service areas of VIL.
- b) 7 November 2023 00:01 Hrs till 29 February 2024 23.59 Hrs ("Offer Period") in Kolkata & telecommunication service areas of VIL.
- c) 7 December 2023 00:01 Hrs till 29 February 2024 23.59 Hrs ("Offer Period") in Rest of Bengal & telecommunication service areas of VIL.

#### **E. OTHER DETAILS**

1. The list of VIL 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).
2. You agree that the terms and conditions of VIL Eligible Packs available on the VIL website shall be additionally applicable to this Offer.
3. The Offer benefits shall be discontinued if the Eligible Subscriber during the Offer Period :
  - a. Moves out of VIL home network;
  - b. Recharges to a different prepaid pack outside the Eligible Packs;
  - c. Shifts from prepaid to post-paid plan;
  - d. Deactivates his VIL connection and ports out to another telecom operator.
  - e. In case **Eligible Smartphone** is either replaced due to damage or phone loss
  - f. VIL SIM is switched to another 4G/5G Smartphone.
4. Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer benefit;
5. Offer is non-transferable to any third party.
6. This Offer cannot be combined with any other Offer provided by VIL.
7. VIL reserves the right to modify, cancel, discontinue or prematurely withdraw the Offer and no further notice shall be given by VIL.
8. 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.
9. 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.
10. The 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.

11. 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.
12. 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.
13. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
14. 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.
15. 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 third party for availing the Offer.
16. All disputes arising out of or in connection with this Offer quo your relation with VIL, shall be subject to Mumbai jurisdiction.