

Terms & Conditions: 1+5 GB 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.

"1+5 GB Offer" IS ORGANISED BY VODAFONE INDIA LIMITED AND VODAFONE MOBILE SERVICES LIMITED (COLLECTIVELY "VODAFONE INDIA") IN ASSOCIATION WITH MICROMAX INFORMATICS PVT. LTD. THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID AND PREPAID SUBSCRIBERS' PARTICIPATING IN THE OFFER KNOWN AS "1+5 GB Offer" UPON BUYING MICROMAX 3G HANDSETS AS DESCRIBED IN ANNEXURE 1 HEREIN (HEREINAFTER REFERRED TO AS "**MMX HANDSETS**"), AT THE SELECTIVE OUTLETS AUTHORIZED BY MICROMAX INDIA DURING THE PERIOD AS MENTIONED IN ANNEXURE 1 (HEREINAFTER REFERRED TO AS "**OFFER PERIOD**").

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "1+5 GB 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.

Terms and Conditions:

1. DEFINITIONS:

- a. "**Eligible Subscriber**" shall mean an Active Subscriber of Vodafone India who has purchased MMX handsets from the selective outlets authorized by MICROMAX INDIA during the Offer Period and inserted the Vodafone India SIM and is active on: - (i) a 3G data pack or on a 3G data pack >= 1GB in 3G Circles;

"Type of Subscriber	Benefits available in 3G Circle
Eligible Subscriber* on new 3G MMX HANDSET	5GB 3G data if the subs recharges with 1GB or above Pack (usage on 3G/2G Network) One time talktime of Rs. 130 approximately (Rs. 150 standard recharge less service taxes as applicable)

* the 5GB free data may be used for any internet usage, post the free usage the Eligible Subscriber would be charged 4p/10KB for those who have subscribed to Pay As You Go Tariff, or (b) at Prevailing Pack Tariff in case already subscribed to any of the Vodafone India Internet Packs.

- b. "**3G Circles**" shall mean the following circles, wherein Vodafone India has requisite 3G license viz. Delhi, Mumbai, Kolkata, Uttar Pradesh (East), West Bengal, Karnataka, Gujrat, Uttar Pradesh (West), Haryana, Punjab, Orissa, Assam, Noth East, Chennai, Tamil Nadu, Maharashtra & Goa, Rajasthan & Kerala

- c. **"Subscriber"** shall mean: (i) the rightful user of the Vodafone India mobile connection who is either on prepaid or postpaid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. 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 of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein. An **Active Subscriber** shall mean the Subscriber who uses the Subscriber Identity Module ("SIM") on a regular basis for purposes other than to participate in the Contest or any other contests offered by the Organizer and Vodafone India jointly. Valid Subscriber means having valid Subscription of Vodafone India mobile telephony services as per Law.
- d. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
 - i. Subscriber must purchase a new 3G MMX Handset from the selective outlets authorized by MICROMAX INDIA.
 - ii. Subscriber must belong to any one of the Circles (as explained in 1-b above) of Vodafone India;
 - iii. Subscriber must not have been subject of any criminal proceeding;
 - iv. Subscriber must not - be of an unsound mind; and
 - v. 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.

2. **DETAILS OF OFFER:**

Vodafone is offering 5GB free data along with 1GB data pack (Prepaid or Postpaid) on purchase of new 3G smartphone from the selective outlets authorized by MICROMAX INDIA. This 1+5 GB Offer" ("Offer") is open for participation by Active and Eligible Subscribers of pre-paid and post-paid category of Vodafone India ("Subscriber(s)" and is conceptualized, organized and hosted by of Vodafone India Limited, and Vodafone Mobile Services Limited (hereinafter collectively referred to as "Vodafone India"). The Offer shall be available only in the telecom service areas ('circles') of Vodafone India as are mentioned hereinbelow. Any Eligible Subscriber who has bought a new 3G MMX Handset with a Vodafone SIM within offer period as per annex 1 and the moment customer inserts the SIM into the handset, customer gets a sms alert stating that you are eligible to get the 5 GB Offer and post receipt of the SMS, prepaid customer has to recharge with 1GB or above Pack and postpaid customer has to be on a 1GB or above Rental Plan .

3. **Special Conditions: - Prepaid** – 5GB Free Data is Valid for 28 Days only and a subscriber can avail the 5GB Offer at the most for 3 months period.

Customers recharging with 1 GB data will get one time talktime of Rs. 130 approximately (Rs. 150 standard recharge less service taxes as applicable)

Special Conditions: - Postpaid – 5GB Offer is valid for 3 Bill Cycle with a condition that the subscriber has 1 GB or higher pack throughout the promo Period. VF reserves the right to disconnect the free Data if the base pack is disconnected during the offer period.

Customers recharging with 1 GB data pack will get one time credit of Rs. 130 approximately in the 1st bill post recharge.

4. **Exclusions: A.** Customers on special Tariff **B.** Customers on Red Family Plan. **C.** Customers on Red Business Plan. **D.** Customers on Unlimited Packs. Offer shall not be applicable if has already been availed on the same mobile number before.

5. CANCELLATION OR WITHDRAWAL OF OFFER: Vodafone India reserves the right to extend, cancel, discontinue 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 and the same shall be binding on the Prepaid Subscribers and/or Post Paid Subscribers availing this Offer. Vodafone India reserve the right, at any time, to unconditionally disqualify any participating Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Offer.

5. **MODIFICATION:** Vodafone India reserve 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 Prepaid Subscribers and/or Post Paid Subscribers availing this Offer. If Vodafone India modify these Terms, the modified terms will be posted on www.vodafone.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 participating in the Offer. Your continued participation in the Offer will constitute Your acceptance of the latest revised Terms and Conditions.

6. **DISCLAIMER OF LIABILITIES:** 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. Vodafone India shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.

7. Vodafone India 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 snags. 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 Vodafone India, 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 Winner or any participant or third party, in connection with the Offer or arising otherwise. Vodafone India reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will 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. Under this offer, Vodafone India’s responsibility shall only be limited in providing Telecom Service on Vodafone India’s network for Eligible Subscribers availing this offer. Any claims, issues, damages or losses with regards to the GOOGLE HANDSET will be the sole liability of Google. Vodafone India will not have any responsibility related to the device or handset. You expressly agree to avail the offer at your sole risk. Vodafone India are not liable for any loss, direct or indirect or consequential or of any damage of any nature whatsoever if incurred by the Participants in connection with the Offer.

8. Micromax may, at any time due to various reasons, including but not limited to technical errors, unavailability of stocks or for any other reasons whatsoever, cancel the orders placed by You. Micromax or Vodafone India shall not be liable for such cancellation(s) whatsoever.
9. **INDEMNITY:** Subscriber(s) agree to indemnify, defend and hold harmless Vodafone India, its directors, officers, employees, agents and/or its affiliates and Google from any loss, claim or damages including reasonable attorney's fees that may occur to Vodafone India or its affiliates or Google due to (a) breach by You of any the terms and conditions mentioned herein, (b) Your failure to comply with applicable law and (c) any third party claim in respect of misuse of any information of a third party.
10. **ASSIGNMENT:** Vodafone India may assign any or all of their rights under these Terms and Conditions to their affiliates or to any third parties without consent of the participating Subscribers.
11. **SEVERABILITY:** If any part of these terms and conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.
12. **WAIVER:** Failure by Vodafone India to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of that Term and Condition and shall not give rise to any claim by any person.
1. **DISPUTES RESOLUTION:** These terms and conditions are governed in accordance with the laws of India. Any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone, whose decision shall be final and binding on You. The place of Arbitration shall be at Mumbai and the language of Arbitration shall be English.
13. **SUBSCRIBER QUERIES:** Any questions or concerns about these terms and conditions of Offer may be brought to the attention of Vodafone India by e-mail / visiting website page. Any questions or concerns should be brought to our attention via e-mail by visiting our contact us page, and providing us with information relating to Subscriber(s) feedback, comments and / or service related issue, if any. The Subscriber(s) may also call the Toll Free number 111. You agree that Vodafone India do not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the participating Subscribers.
14. You agree that you have read, understood and voluntarily agree to these terms and conditions mentioned and stated herein.
15. You agree that Vodafone India and their officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any participating Subscriber in respect of the Offer.

16. You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP Link, Website and all material or content related to the Offer shall remain, at all times, owned by Vodafone India. Nothing in the Offer shall affect any intellectual property rights of Vodafone India or any of their affiliates in any manner.
17. 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.
18. You hereby irrevocably authorize Vodafone India, that the data related to the Offer gathered during and/or after the Offer Period in respect of the Subscribers (including name and photograph etc.) shall be used by Vodafone India and its subsidiaries in its communications including marketing promotions and advertisements along with/without Vodafone India's brand.

ANEXURE 1

This offer is currently available only on the below HANDSETS namely:-

Micromax Models	Offer Period
A096, A107, A255, A316, A82, AQ4502, AQ5000, AQ5001, D303, D304, D320, D321, E311, E313, E353, E452, Q300, Q301, Q303, Q323, Q324, Q325, Q326, Q327, Q331, Q332, Q333, Q334, Q335, Q336, Q338, Q339, Q340, Q345, Q346, Q348, Q349, Q350, Q352, Q355, Q370, Q371, Q372, Q375, Q380, Q380N, Q381, Q382, Q383, Q385, Q386, Q391, Q392, Q394, Q395, Q424, S300, S301, S302, S303	23 rd Dec 2016, 00:00:01 hrs. TO 22 nd March 2017, 23:59:59 hrs. (BOTH DAYS INCLUSIVE) Vodafone India reserves the right to extend or shorten the Offer Period, as it deems fit.