

## Terms & Conditions:

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.

VODAFONE INDIA LIMITED AND VODAFONE MOBILE SERVICES LIMITED are hereinafter referred to as "**Vodafone India**". THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID OR PREPAID SUBSCRIBERS PARTICIPATING IN THE OFFER UPON BUYING NEW 4G HANDSETS OF ANY MANUFACTURER FROM ANY OUTLET ACROSS 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. 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.

### Offer PART A .DEFINITIONS:

"**Eligible Subscriber**" shall mean a Valid Subscriber who has purchased NEW Samsung 4G HANDSET during the Offer Period and inserted the Vodafone India SIM and is active on: - (i) a 4G data pack or on a 3G data pack >= 1GB in 4G/3G Circles;

"

	<b>Offer in our 3G and 4G Circles</b>
<b>Eligible Subscriber* on Samsung new 4G Handset</b>	Free 9GB*** of 2G/3G/4G data if the subscriber recharges with a 1GB or above Pack** (for Prepaid) or is on a Postpaid plan of 1GB and above

\* the 9GB data usage 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.

\*\* Offer not valid for private pricing (121) offers. The current promotion can't be cumulated with any other special offers. Only market priced packs of 1/2/3/5/7 GB Packs with 28 days validity is eligible.

\*\*\*Free 9GB data can be used at any time of the day, during the validity period

"**3G and 4G Circles**" shall mean the following circles, wherein Vodafone India has requisite 3G and 4G license: Delhi, Mumbai, Kolkata, Uttar Pradesh (West) ,Uttar Pradesh(East), Haryana, Karnataka, Gujrat, West Bengal, Kerala ,Tamil Nadu, Maharashtra & Goa, Assam, North East states, Rajasthan , Punjab , Orissa .

"**Subscriber**" shall mean: (i) the rightful user of the 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.

An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:-

- a. Subscriber must belong to any one of the Circles of Vodafone India;
- b. Subscriber must not have been subject of any criminal proceeding;
- c. Subscriber must not - be of an unsound mind; and
- d. 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.

**“new Samsung 4G Smartphone”** means a Samsung 4G Smartphone that was not used on the Vodafone network in the last 6 Months.

**1. ACTIVATION PROCESS:**

Any customer who has bought a new Samsung 4G Handset with a Vodafone SIM need to visit Vodafone web portal ([www.vodafone.in/smartoffers](http://www.vodafone.in/smartoffers)) wherein they have to opt in the free 9GB offer from a link available and when the subscriber gives consent for the free 9GB Offer, he needs to recharge with 1GB or above pack in case of prepaid and in case of postpaid, subscriber has to have 1GB or above rental plans already availed.

**2. Special Conditions: - Prepaid – 9GB Free Data is Valid for 28 Days only and maximum a subscriber can avail the 9GB Offer up to three times or 3 Months, whatever comes first.**

**Postpaid – 9 GB 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.**

**Prepaid Packs - 9 GB Free Data is applicable with recharges of 1/2/3/5/7 GB 3G/4G Packs with 28 days validity only. No special recharges & prices are applicable to get free 9 GB Data offer.**

**Unlimited Plans –If the base pack is on throttling in that case 9GB Free Data Pack will be also on throttling**

**3. Exclusions: A. Customers on special Tariff B. Customers on Red Family Plan.**

**Offer PART B : Handset insurance**

1. The offer is applicable to selected Vodafone customer only.
2. The offer can be availed only once in lifetime by a customer.
3. The Handset insurance will be attached to the customer only after successful Validation of Handset upgrade to new Samsung 4G Smartphone
4. The timeline for attaching the handset insurance is 10 days from the date of registering in Vodafone
5. This offer is for a limited period offer and hence customer has to purchase the handset within 10 days of receipt of the offer SMS
6. To fulfill the eligibility condition customer has to be in the same handset IMEI and same MSISDN no during the handset insurance offer period
7. If at any given point of time the customer changes the handset then insurance offer will not be valid
8. All the handset insurance will be done by third party agency biscootsecure. All insurance related concerns will be handled by Biscoot secure only.
- 9 Insured/Beneficiary can inform about claim i.e. claim information, know their claim status By calling on 022-28717171 or writing email at [service@biscootsecure.com](mailto:service@biscootsecure.com) or by sending an

SMS as "Claim <mobile number>(on which customer wish to get reply) on 52040 e.g. CLAIM 1234567890

4. **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 the same shall be binding on the Prepaid Subscribers and/or Post Paid Subscribers availing this offer.
5. **MODIFICATION:** We reserve the right, at our sole discretion, to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on [www.vodafone.in](http://www.vodafone.in) or provide you with notice of the modification.
6. **TERMINATION:** Vodafone India may discontinue / suspend temporary or otherwise / terminate the arrangement and / or modify the terms and conditions of use for any reason and at any time without notice to Subscriber(s).
7. **DISCLAIMER OF LIABILITIES:** Vodafone India makes no representation that this Offer is available for use in any particular location. To the extent you choose to avail this offer you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. 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 4G HANDSET will be the sole liability of the handset manufacturer. Vodafone India will not have any responsibility related to the device or handset. You expressly agree to avail the offer at your sole risk.
8. **INDEMNITY:** Subscriber(s) agree to indemnify, defend and hold harmless Vodafone India, its directors, officers, employees, agents and/or its affiliates from any loss, claim or damages including reasonable attorney's fees that may occur to Vodafone India or its affiliates due to breach of any the terms and conditions mentioned herein.
9. **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.
10. **DISPUTES RESOLUTION:** These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.
11. **SUBSCRIBER QUERIES:** Any questions or concerns about these terms and conditions of use may be brought to our attention by e-mail / phone/ visiting website page. Subscriber(s) should read the Terms & Conditions each time before Subscriber(s) use services offered by Vodafone. 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.

12. You agree that you have read, understood and voluntarily agree to these terms and conditions mentioned and stated herein.

**ANNEXURE 1**

This offer is currently available only on Samsung NEW 4G HANDSETS :-

<b>Model</b>	<b>Offer Period</b>
Samsung 4G Handset Only	16th Jan 2017 TO 31 <sup>st</sup> March 2017 (BOTH DAYS INCLUSIVE)