

TERMS AND CONDITIONS GOVERNING THE OFFER "RED TOGETHER"

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 OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE INDIA LIMITED, AND VODAFONE MOBILE SERVICES LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS "VODAFONE INDIA") FOR THE ELIGIBLE SUBSCRIBERS OF VODAFONE INDIA.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID SUBSCRIBERS AVAILING VARIOUS VODAFONE RED PLANS AND PARTICIPATING (SUBJECT TO ELIGIBILITY) IN THE OFFER KNOWN AS "RED TOGETHER" ("Offer") DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "RED TOGETHER". 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 Vodafone India mobile connection who is either on prepaid or post-paid 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.
- b. **"Active Subscriber"** shall mean a Subscriber who uses the Subscriber Identity Module ("SIM") of Vodafone India on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone India.
- c. **"Consent"** shall mean consent by a secondary member for transfer of payment responsibility to the primary member of a group. By giving Consent, a secondary member also allows the primary member to view the bill details of the consenting secondary member.
- d. **"Eligible Subscriber"** shall mean an Active Subscriber of Vodafone India who has subscribed to Vodafone RED post-paid plans. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
 - i. Subscriber must be an Indian citizen belonging to any one of the telecommunication service areas of Vodafone India as mentioned herein;
 - ii. Subscriber must not have been subject of any criminal proceeding;
 - iii. Subscriber must not - be of an unsound mind; and
 - 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. Dongles/ devices can also be added & be included in the count of 6 members in a group. In such a case, consent will have to be given by the primary member himself/ herself.

C. RESTRICTIONS

- a. A Vodafone dongle number cannot be a primary member in the group;
- b. A COCP (Company owned company paid) and COIP (Company owned individual paid) customers are not eligible to create or participate in a Red Together group;
- c. Vodafone post-paid subscribers having inactive or barred post-paid connections shall not be eligible to create or participate in a Red Together group;
- d. Old Vodafone Red family customers shall not be eligible to create or participate in a Red Together group. Old Vodafone RED Family customer will first have to give request for deactivation of the old RED Family hierarchy in order to form or join a Red Together group;
- e. Vodafone prepaid customers shall not be eligible to create or participate in a Red Together group;
- f. A Vodafone customer who is already a member of a Red Together group shall not be eligible to create or participate in another Red Together group;
- g. Groups cannot be formed with post-paid connections registered in different telecom circles. A Vodafone customer belonging to a particular telecom circle shall be eligible to create or participate in a Red Together group only with members belonging to the same telecom circle.
- h. A member of a group shall not be entitled to transfer his / her mobile connection to any third party including his / her blood relations.

D. OFFER DETAILS – DESCRIPTION, GROUP FORMATION, ACTIVATION, PLANS, BILLING AND REMOVAL

1. DESCRIPTION

- a. 'Red Together' is an offer which may be availed by a group of individual subscribers of Vodafone India availing various pre-defined Vodafone Red Plans available during the Offer Period;
- b. Each group consists of primary and secondary members. Maximum group size may be of 6 members, i.e. 1 primary member and 5 secondary members. This Offer enables a single bill for all group members with primary member having the payment responsibility for all members in the group.
- c. Primary Member shall be entitled to –
 - i. Add or remove secondary members in a group;
 - ii. Select Vodafone Red plans for self and secondary members in a group;
 - iii. Receive the single consolidated monthly bill at his registered email ID and/or billing address; no separate bills will be generated for secondary members;
 - iv. Get consolidated view of all secondary members' bills with itemized details if already enrolled for itemised bills; else a consolidated summary bill for primary and secondary members will be sent to the primary member;
 - v. Buy packs for the secondary member's account. Secondary members cannot buy any add-on packs for themselves. However, secondary member can activate certain services & VAS for their own accounts.
- d. Primary Member shall be responsible and liable to pay the monthly bills for all the members of the group; in case of non-payment by primary member, connections of all members in the group will get barred / suspended.

- e. A secondary member acknowledges and agrees that upon providing Consent to be added in a group, said secondary member authorises the primary member to view the billing details of the said secondary member.

2. GROUP FORMATION

- a. An existing Vodafone post-paid customer will be added as a secondary member into a Red Together group only after such customer has provided consent to be added the group as a secondary member. Such Consent is required to be given within 7 days of the request being raised by the primary member. For this, such customer will receive an interactive SMS everyday whereby he / she will be able to provide consent.
- b. Add-On Connections:
 - i. In case a primary member has existing add-on connections while creating a Red Together group, then all the existing add-on connections will also have to be moved to the group & each number will get request to give consent via SMS.
 - ii. In case a secondary member has existing add-on connections & gives Consent for any one or more of such connections to be added to a Red Together group, then the remaining add-on connections will continue for such member as independent add-on connections and shall be eligible for inclusion in any other group..

3. MNP/ NATIONAL MNP ACTIVATIONS

- a. New post-paid customers of Vodafone, who wish to join through MNP/ National MNP process, cannot directly form Red Together group as primary member at the time of activation while submitting Customer Agreement Form. They need to be activated first as Vodafone postpaid connection and then only the postpaid subscriber can form a group as a primary member.
- b. New post-paid customers of Vodafone, who wish to join through MNP/ National MNP process can be added as secondary members to a Red Together group at the time of activation by giving details of existing primary member while submitting Tariff Enrollment Form.
 - i. Existing primary member of such a Red Together group will have to provide consent for addition of the new Vodafone postpaid subscribers as secondary member by signing the Tariff Enrollment Form at the time of submission of the Customer Agreement Form of said secondary members
 - ii. No separate consent SMS will be sent to said secondary members in this case. Their signature on the Tariff Enrollment Form will be deemed as consent to be added as a secondary member to the said Red Together group
 - iii. The said secondary members will first be added to the said Red Together group but the benefit of Red Together offers, accruing on account of additional members, will apply only from the subsequent bill cycle of the primary member .

4. PLAN ELIGIBILITY

- a. All individual subscribers can operate as group members on a set of pre-defined Red plans available during the Offer Period and defined in the Tariff Enrollment Form. These plans may vary for primary and secondary members. These plans may also change from time to time basis regulatory guidelines and business exigencies.
- b. In case a customer forming a Red Together group exists on a plan which is not a pre-defined plan which is eligible for Red Together group, such customer will have to change his plan to one of the pre-defined plans eligible for forming Red Together group;
- c. In case an existing Vodafone post-paid subscriber is added as a secondary member and the plan chosen by primary member is different from the existing plan of the secondary

- member, the primary member's choice of plan will hold and the existing plan of the secondary member will be changed to the plan selected for him / her by primary member;
- d. There may be certain plans available only for secondary members of a Red Together group, defined as "Secondary Exclusive" plans.
 - e. If a secondary member is on a Secondary Exclusive plan, then at the time of being delinked from the group for any reason, such secondary member shall be mandatorily required to change his / her plan to a regular RED or any other available postpaid plan.

5. BILLING OF RED PLANS

- a. Bill cycle of an existing Vodafone post-paid subscriber, who has been added as a secondary member in a group, will be changed & merged with bill cycle of the primary member.
- b. In case an existing Vodafone post-paid customer is added as a secondary member into a Red Together group, such member shall receive a separate bill in the first month pertaining to the period prior to joining the Group and will have to make the payment for the same with his / her old relationship number / account ID with Vodafone. Usage of such secondary member during the same month but pertaining to the period after joining the group will be billed along with the usage of the other secondary members of the group in the consolidated bill to be received by the primary member.

6. REMOVAL OF MEMBERS

- a. Deactivation of the group can happen on a request by primary member only, or upon voluntary/ involuntary/ postpaid to prepaid migration churn of primary member. In both cases, all secondary members will be delinked from the group & become individual subscribers with independent payment responsibility.
- b. Delinking of any particular secondary member can happen on a request by primary member or voluntary churn/ postpaid to prepaid migration request by the secondary member. In such a case only that secondary member will be removed from the group & become individual subscriber with independent payment responsibility.

E. OFFER BENEFITS

- a. Discount on plan rentals, depending on number of members (including primary) existing in the group at bill cycle: 10% discount for 2 members, 15% discount for 3 members and 20% discount for 4-6 members.
 - i. Discount values are configurable & can be changed from time to time.
 - ii. Discount is calculated basis number of members within the group at bill cycle generation date.
- b. Extra Data
 - i. 2GB extra for primary member on addition of each secondary member
 - ii. 2GB extra data for each secondary member
 - iii. Extra data will get activated immediately on the account of primary member & secondary member upon the event of the said secondary member being added to the Red Together group
 - iv. In case of delinking of a member or deactivation of the Red Together group or churn of primary member, extra data benefit will be discontinued from subsequent bill cycle for primary member but immediately for secondary members

F. OFFER PERIOD

- a. This is a limited period offer by Vodafone India, available from November 25 2017, 00:00:01 hrs. till further notice to be announced by Vodafone India. Vodafone India reserves the right to extend or shorten the Offer Period, as it deems fit.

G. OFFER AREA

- a. The Offer is valid in select Indian telecom service areas as mentioned below –
 - i. All telecom service areas within the geographical limits of India except Odisha, Kerala, Bihar, Andhra Pradesh, Madhya Pradesh, Jammu & Kashmir, Himachal Pradesh.
 - ii. Notwithstanding the foregoing, if the operation of or participation in 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 this Offer. . No further notice shall be given by Vodafone India in this regard.

H. MODIFICATION OF OFFER

- a. 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 participating Subscribers availing this Offer.
- b. 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.

I. WITHDRAWAL OF OFFER

- a. Vodafone India 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 participating Subscribers availing this Offer.

J. DISCLAIMERS

- a. 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.
- b. 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 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 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.

- c. 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.
- e. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Offer will be the sole liability of the manufacturers. Vodafone India will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- f. You shall indemnify and keep indemnified Vodafone India, 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 Vodafone India may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

K. GENERAL

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. All consumer plans having unlimited calling benefits are meant only for the use of retail customers and are not meant for commercial/ non-retail use. Commercial/ non-retail usage is defined as (a) Calls to more than 300 unique numbers (mobile and/or landline and STD and/or ISD calls) in a week; AND (b) cumulative duration of Incoming calls < 15 minutes during any period of seven (7) consecutive days and (c) cumulative duration of Outgoing calls > 300 minutes per day, which is far in excess of the average daily talk time used by individual subscribers across telecom circles in India, being almost 60 times higher than national average daily talk time consumed by subscribers.
- c. 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 Vodafone India, as it may in its sole and absolute discretion decide.
- d. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone India.
- e. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- f. 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.
- g. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- h. Failure by Vodafone India 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.
- i. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.

- j. You hereby authorize Vodafone India to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail the Offer. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
- k. You agree that Vodafone India 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 content providers for availing relevant contents.
- l. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and to any third party content licensor to Vodafone India that is made available through the Offer.
- m. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.