

## **Terms & Conditions**

Vodafone Digilink Limited, a company having its registered office at C-48, Okhla Industrial Area, Phase-II, New Delhi – 110 020 and licensed to operate mobile telephony services in the Haryana Telecom Circle (hereinafter referred to as “Vodafone”) bring the **Customer Referral Program Offer** (hereinafter referred to as “Offer”) for its active and valid<sup>1</sup> **Subscribers**<sup>2</sup> subject to the following terms and conditions mentioned below (hereinafter “**Terms and Conditions**”).

PLEASE READ THESE TERMS CAREFULLY BEFORE AVAILING THE OFFER. BY PROCEEDING WITH AVAILING THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, PLEASE DO NOT AVAIL THE OFFER. By utilizing the Offer, you indicate your acknowledgement and acceptance of these Terms and Conditions.

1. Under the Customer Referral Program, a Vodafone Subscriber on referring a friend or family for a Vodafone connection shall be entitled to receive benefits under the Offer in accordance with the Terms and Conditions provided herein.
2. **Offer Details:**
  - (a) In case Referred Customer<sup>3</sup> is postpaid, both the Referred Customer and the Referrer<sup>4</sup> shall get free “Friend and Family Pack”. Additionally the postpaid Referrer shall be entitled to get Rs. 100 off from the net payables for next 3 bills, while a prepaid Referrer shall be entitled to get Rs. 100 talktime for next 3 months.
  - (b) In case Referred Customer is prepaid, both the Referred Customer and the Referrer shall get free “Friend and Family Pack”. Additionally the Referrer shall be entitled to get 100 onnet Vodafone to Vodafone local minutes.

*For the avoidance of doubt, subject to the terms and conditions of the free Friend and Family Pack, the Subscribers shall be allowed free calling between the Referee and Referred Customer number for a period of one year.*

### **3. Offer Eligibility**

#### **(a) To avail the Offer the Referrer:**

- must have completed at least 90 days with Vodafone;

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<sup>1</sup>Valid Subscriber means having valid Subscription of Vodafone prepaid or postpaid cellular mobile telephony services as per Law.

<sup>2</sup> A “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.

<sup>3</sup> Referred Customer shall mean a subscriber of any other operator who ports in for a Vodafone connection on the reference of the Referrer.

<sup>4</sup> Referrer shall mean a valid Vodafone Subscriber whether prepaid or postpaid who refers the customers of other operators to Vodafone connection; either postpaid or prepaid.

- must be a valid Subscriber of Vodafone who owns a Vodafone connection on his own and pays bills on his own behalf;
- may refer 'n' number of non-Vodafone customers out of which only the first 3 successful Referred Customers will be considered; for example if a Referrer refers 10 Referred Customers and all 10 the Referred Customers port in successfully to Vodafone, then the Referrer will receive the benefits only for the first 3 Referred Customers stated in this Offer.

**(b) To avail the Offer the Referred Customer:**

- must be from the same circle as Referrer;
- must be a non-Vodafone Subscriber;
- must join via MNP route within 25 days of reference which means that he/she must change his/her mobile phone connection through the Mobile Number Portability (MNP) Service provided subject to guidelines/ directions issued by the Department of Telecommunications ("DoT"), Telecom Regulatory Authority of India ("TRAI") or any other statutory authority from time to time.

The Referred Customer acknowledges that he/she may port in for a Vodafone's prepaid or postpaid connection, but only valid Vodafone postpaid Subscribers will be eligible for the Special Offer mentioned hereunder.

**4. Procedure and eligibility to send a referral request and participate in the Special Offer:**

- As mentioned in Point 1 above, a Vodafone Subscriber may refer a friend or family for a Vodafone connection.
- To refer a friend or family for a Vodafone connection, Vodafone Subscriber may send a referral via sms (MGM <referred no.> to 199)
- If the referral is a valid number then Vodafone may accept the referral request subject to the guidelines/ directions issued by the Department of Telecommunications ("DoT"), Telecom Regulatory Authority of India ("TRAI") or any other statutory authority from time to time.
- On receiving such referral request the system will check if the Referred Customer joins Vodafone via the MNP route for next 25 days.
- If the Referred Customer successfully ports in within this period of 25 days then relevant benefits as provided under point 2 shall be given to such Referred Customer and the Referrer subject to the Terms and Conditions provided herein.
- The Referred Customer agrees to pay the porting charges, if any as applicable.

## 5. Special Offer

In addition to the above Offer stated in point 2 above, there will be a Special Offer for the Referrer and the Referred Customer who successfully ports in to a **postpaid** Vodafone connection.

- This Special Offer is a limited period offer available for referrals made from 15th October 2015 to 15<sup>th</sup> December 2015 ("Special Offer Period") for Referrer and Referred Customer who has successfully ported in for a postpaid connection of Vodafone.
- Once the Referred Customer has ported in, the Referrer is sent a message informing him/her about a chance to win a Samsung smartphone for them and also for the Referred Customer under the Special Offer.
- Under this Special Offer, the winning Referrer gets to win a Samsung Galaxy S6 (32GB) smartphone and the Referred Customer wins a Samsung Galaxy A5 (16GB) smartphone
- At the contest closing date i.e. end of the Special Offer Period, The winning Referrer will be selected through a random system generated process which will be scrutinized by an independent external auditor conducted under their supervision and mechanism. The decision of independent external auditor shall be final and binding on the participants of the Special Offer. Vodafone shall not entertain any disputes with respect to appointment of winner under this Special Offer.
- An independent expert will be appointed to select the top 01 winners under this offer
- The winning Referrer picked up under the random system generated process will get a chance to win a Samsung Galaxy S6 (32GB) while a Samsung Galaxy A5 (16GB) will be given to the Referred Customer.
- The eligible Referrer Winners will be contacted; by the Vodafone's Customer Care team who would be calling them for 3 consecutive days on the number of the Winner registered with Vodafone, and will be given further details as to how and when they can collect their respective prizes at the circle office as decided by Vodafone. In the event the Winners do not answer the calls or is unreachable, a SMS will be sent to the Winners intimating them regarding their winnings and providing them the details as to how, when and where they can collect their respective prizes ("Intimation"). Post sending the SMS the Winner Subscriber needs to respond on the same day or the next day. The prizes must be claimed by the Winners within 15 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by Vodafone.
- In the event that any of the Winners cannot be reached over phone or through SMS for a period of 3 days from the date of Intimation or are ineligible or are disqualified, for any reason whatsoever, Vodafone reserves the right to forfeit the prize at its sole discretion.

The list of Winners of all prizes will be announced on <http://www.vodafone.in/discover/music-videos-and-more/vodafone-bring-a-friend> after the end of the contest and after all the winner selection processes are completed. These Terms and Conditions shall be available on the Website and can be amended or varied from time to time or withdrawn, therefore, the Subscriber is requested to visit the Website to keep himself/herself updated and informed.

6. All decisions of Vodafone regarding all transactions hereunder shall be final and binding and no correspondence shall be entertained in this regard.
7. All prizes offered in this contest are subject to availability. Vodafone reserves the right to provide alternate models or brands or issue a Bank Gift Card (defined below), of the same value, for any of the prizes won, at its sole discretion.
8. Any failure on the part of the Winner under these offers to comply with directions issued by Vodafone shall entitle Vodafone, at its discretion, to cancel and forfeit the prize for the said Winner.
9. By availing the Offer and the Special Offer, the Subscriber confirms and waives the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive promotional messages and alerts of the current Offer and updates about current and upcoming offers and contests from Vodafone, as it may in its sole and absolute discretion decide.
10. Vodafone and their affiliates shall be entitled to use, in any manner, the details of the Winners including the information i.e. name, photograph etc. for their sales, marketing and promotional purposes, including the prizes awarded to them, if any.
11. Prize(s) shall not be transferable. Cash alternative for the prizes above may be given at the sole discretion of Vodafone. Mere participation in the contest shall not entitle a Referrer to the prize. No other person or agent can claim the prize on behalf of the Referrer unless otherwise expressly mentioned herein.
12. A Bank Gift Card acts as a pre-filled card, in which the Winner's prize amount, less TDS if applicable, is available and is given to the Winners at the discretion of Vodafone. This Bank Gift Card can be used / swiped as a debit card in all outlets where Bank Gift Cards are accepted. The Bank Gift Card shall be valid for a minimum period of 6 (six) months from the date of its issue to the Winners. The applicable terms and conditions for such Bank Gift Cards shall be the terms and conditions stipulated by the relevant bank. This Bank Gift Card may be issued by Vodafone at its sole discretion.

13. Vodafone shall not be liable for any direct/indirect costs or expenses in relation to the Special Offer which are to be borne by the Referrer personally, including without any limitation applicable taxes to be borne by the Referrer entitled to any prize.
14. The Winner shall not have the right to claim any damages, loss or costs from Vodafone for delay in delivery of the prize(s) on any grounds whatsoever. Vodafone is neither responsible nor guarantees the quality of the goods or services being offered as prizes nor stands liable for any defect or deficiency of goods or services so obtained or availed, by the Winners under these offers.
15. If, in a telecom Circle of Vodafone in India and/or territory or part thereof, the running of Offer is prohibited, the Subscribers from such Circle and/or territory or part thereof shall not be eligible to participate in Offer. No further notice shall be given by Vodafone, in this regard.
16. Vodafone shall not be liable for any loss or damage of any nature whatsoever if incurred by the Referrer and/or Referred Customer in connection with the Customer Referral Program.
17. Notwithstanding any other provisions under these Terms and Conditions herein, Vodafone may at any time introduce additional prizes in any offer under Customer Referral Program.
18. Vodafone reserves the right to accept or reject any MNP request, from the Referred Customer based on the availability of documents or Referred Customer not fulfilling the criteria as is required by Vodafone, at its sole discretion. The decision of Vodafone shall be final and binding on the Referred Customer and the Referred Customer hereby agrees to accept the decision of Vodafone without any protest or demur.
19. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by Vodafone including, but not limited to, meeting of the Referrer's and/or Referred Customer's requirements or aspirations, timeliness, security, any delay or failure in receiving or sending an SMS for answering the question or otherwise, the results or reliability of the contest, the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the contest or any transactions effected through the Offer and Special Offer; (b) The Referrer and the Referred Customer expressly agrees that his/her participation in the offers is at Referrer's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or otherwise shall be construed to mean the giving of any warranty of any kind by the Vodafone.
20. The prize(s) to the Winners shall be given subject to compliance with all applicable statutory legislations, processes or formalities in connection with the prize(s) and on production of all such documents/papers as may be required by Vodafone. Any failure on the part of the Winners

to comply with directions issued by Vodafone for claim of prize shall entitle to forfeit the prize(s).

21. These offers under this Customer Referral Program cannot be used in conjunction with any alternative offer or promotion of a similar nature.
22. The offers herein are subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone ("Force Majeure Event").
23. The offers under the Customer Referral Program are subject to guidelines/ directions issued by the Department of Telecommunications ("DoT"), Telecom Regulatory Authority of India ("TRAI") or any other statutory authority from time to time.
24. Vodafone and its respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Referrer or Referred Customer directly or indirectly, by use or non-use of the prizes offered in the contest.
25. Vodafone reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify these offers or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at their sole discretion at any time as may be required including in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding from the time of its posting on the Website. Therefore, Subscribers are 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, the Subscriber should discontinue availing the offers. Continued use of the offers or participation in the contest will constitute acceptance of the latest revised Terms and Conditions by the Subscriber.
26. The Referrer and the Referred Customer shall indemnify Vodafone, its officers, directors, employees and agents or representatives from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which Vodafone may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Subscribers, any failure by the Subscribers availing the offers to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Vodafone shall have the right to defend itself, pursuant to this Clause, at the cost of the Subscribers. Vodafone shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any third party or otherwise in connection with the Customer Referral Program.

27. Vodafone may assign any or all of its rights under these Terms and Conditions without consent of the Subscribers.
28. Vodafone reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions as set out herein. Failure by Vodafone to enforce any of their rights at any stage does not constitute a waiver of those rights.
29. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the Customer Referral Program is a violation of laws and should such an attempt be made, Vodafone reserve the right to seek damages from any such Subscriber to the fullest extent permitted by law.
30. This MNP service is offered subject to the Referred Customer adhering and agreeing to the Vodafone's Customer Application Form Conditions, rules, regulations, guidelines, directions issued by the Telecom Regulatory Authority Of India ("TRAI") as amended from time to time. The Terms and Conditions stated herein shall not override the Terms and Conditions of the Customer Application Form.
31. Vodafone does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscriber.
32. Vodafone and its officials including their directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any Subscriber in respect of the offers.
33. Nothing herein shall affect any intellectual property rights of Vodafone in any product or service made available on the Website.
34. Apart from the entitlement to the aforementioned prizes, the Winners or their legal heirs, successors or representative will have no other rights or claims against Vodafone unless otherwise expressly mentioned herein.
35. The Referrer, Referred Customer and Winners hereby irrevocably authorize Vodafone, that the data gathered during and/or after the contest in respect of the offers under the Customer Referral Program including name and photograph etc. of the Referrers and Referred Customers) shall be used by Vodafone and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone's brand.
36. The Winner's name will be announced as registered in the system of Vodafone.

37. The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Vodafone and / or is not an active Subscriber of Vodafone on the date of claiming the prize/s.
38. This Offer can only be availed as long as both the Referrer and the Referred Customer are availing the Vodafone telecom service and within the same telecom circle.
39. These Terms and Conditions are subject to laws of India. Any disputes or any matter arising here from will be referred to arbitration, at the request of either of the parties upon written notice to that effect to the other. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, by a sole arbitrator, to be appointed by Vodafone. The decision of the sole arbitrator shall be final and binding on the parties. All proceedings of such arbitration shall be in the English language. The venue of arbitration shall be Chandigarh. Subject to the foregoing, any disputes or any matter arising here from shall be subject to the exclusive jurisdiction of the courts at Chandigarh.