

TERMS AND CONDITIONS GOVERNING THE OFFER "RED TOGETHER VALENTINE'S DAY PROMOTION"

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 AND PREPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS "RED TOGETHER VALENTINE'S DAY PROMOTION" ("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 VALENTINE'S DAY PROMOTION". 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 in the capacity of a Primary Member of a RED TOGETHER group.

B. DEFINITIONS

- a. **"Subscriber"** shall mean the rightful user of the Vodafone India mobile connection who is on post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India.
- 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. **"Eligible Subscriber"** shall mean an Active Subscriber of Vodafone India having a postpaid connection and who has activated/ created a new Vodafone RED TOGETHER account during the **Offer Period**. 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 Circles 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. Further eligibility criteria are mentioned in sub-clause C (2) below.

C. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

1. Offer Details –

- A primary member shall have to create a group by including at least one existing Vodafone post-paid connection which 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. The terms &

conditions of existing “RED TOGETHER” offer available in www.vodafone.in shall govern the group formation process.

- Winners will be chosen post fulfilling the Terms & Conditions mentioned herein during the offer period

2. Restrictions:

- RED TOGETHER group cannot be formed by Vodafone prepaid customers, Vodafone COCP (Company owned company paid) and COIP (Company owned individual paid) postpaid customers, subscribers with inactive or barred post-paid connections, old Vodafone Red family customers, or with post-paid connections registered in different telecom circles;
- RED TOGETHER group formed prior or after to the Offer Period mentioned herein below shall not be eligible for this Offer.
- 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.

3. Offer Eligibility

(a) To avail the Offer the Winner:

- a. must have activated as primary member a new RED TOGETHER group comprising at least 2 members;
- b. must be a valid Subscriber of Vodafone who owns a Vodafone postpaid connection;

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

- i. subject to point 1 and point 2 above, a Vodafone Subscriber shall have to create a RED TOGETHER group with new or existing Vodafone postpaid subscribers
- ii. The request for creation of the group should have been received by Vodafone within the Offer Period through any of the applicable modes for forming RED TOGETHER groups
- iii. Consent for group creation from an existing Vodafone postpaid subscriber(s) joining as secondary member(s) should have been received during the Offer Period
- iv. Group creation must be completed by during the Offer Period. In case of any queries with respect to the group creation, subscriber must contact with Vodafone customer care team within 7 days of raising group creation request with Vodafone through any of the permissible modes.
- v. Group be active (in its entirety with all members continuing to be Active Subscriber having postpaid connection) as of March 31st 2018 for the primary member to be eligible for the offer.

5. Winner Selection (Skill based competition)

Winners of the above Offer stated in point 3 above, there will be selected by an independent auditor/agency through is a skill based process for all primary members who successfully activate a RED TOGETHER group within the Offer Period .

- a. This Offer is a limited period offer available from February 10th 2018 to February 20th 2018 (“Offer Period”).

- b. At the end of the Offer Period, the selection of the winning primary member(s) will be conducted by an independent auditor/agency subject to the selected primary members answering a question correctly during a call placed by an agency. Decision of the agency & auditors, appointed by Vodafone in this regard, shall be final and binding on the primary members participating for the Offer. No dispute, of whatsoever nature, with respect to selection of winner under this Offer shall be entertained by Vodafone.
- c. The decision process of selecting the Winners would be done by an independent auditor/agency. It is understood and agreed that the decision of the independent auditor/agency shall be final and binding on the Eligible Subscribers. No dispute, of whatsoever nature, in this respect shall be entertained by VODAFONE in this regards. The Winners would receive a congratulatory call from Vodafone's outbound calling agent which may be recorded or could be call from a representative of the official agency appointed by Vodafone, informing about their selection as winner and prizes under Offer. Also the Winners' email id, social media handles and identity proof, address proof would be taken on the said call. In case of the Winners would need to send their scanned photo on the email id that would be given during the call and the Winner authorises Vodafone to same would be suitably inserted the said photo on the Vodafone website or Facebook, twitter or any other media as VODAFONE may deem appropriate, at its discretion.
- d. The winning primary members selected in the manner mentioned above (collectively "Winners") will get an opportunity to win a free 3N/4D trip for two members to Bali or any other destination as may be decided by Vodafone at its sole discretion.
- e. Holiday vouchers will be issued through an external travel agency & will be subject to all the external travel agency's terms & conditions. Any queries, complaints, issues related to such holiday vouchers to be directly addressed by the external travel agency and it is agreed and understood that Vodafone shall not be responsible and liable for any queries, complaints, issues related to holiday vouchers.
- f. The Holiday vouchers shall only include the flights tickets & hotel accommodations. All other additional expenses related to the accommodation stay or travel have to be solely borne by the Winners.
- g. Vodafone shall not be responsible and liable for any queries, complaints, issues related to flight and hotel accommodation and it shall be addressed by the respective airline and hotel authority. No complaints, claims, correspondence or communication shall be entertained by Vodafone in this regard. Vodafone has no role in such issues.
- h. The list of Winners of all prizes will be announced on <http://www.vodafone.in> after the end of the Offer and after all the winner selection processes are completed. The winners will be announced on such date as may be intimated by Vodafone.

D. PRIZES

- a. Number of Winners being chosen under the offer shall be at the sole discretion of Vodafone, subject to their being at least 1 Winner
- b. Prize(s) awarded under the Offer shall not be transferable. No other person or agent can claim the prize on behalf of the Primary Member unless otherwise expressly mentioned herein.
- c. The Winner shall not have the right to claim any damages, loss or costs from Vodafone for delay in awarding of the prize(s) on any grounds whatsoever.
- d. 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) 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).

- e. Notwithstanding any other provisions under these Terms and Conditions herein, Vodafone may at its sole discretion at any time introduce additional prizes or change the prizes in any offer under RED TOGETHER VALENTINE'S DAY PROMOTION. The winner shall be entitled to prizes prevailing at the time of the Referred Customer joining Vodafone network.
- f. 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.

E. OFFER PERIOD

- a. This is a limited period offer by Vodafone India, available from 10th February 2018, 00:00:01 hrs. till 20th February 2018, 23:59:59 hrs., both days inclusive ("**Offer Period**");
- b. Vodafone India reserves the right to extend or shorten the Offer Period, as it deems fit.

F. 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 or participate in the Offer. No further notice shall be given by Vodafone India in this regard.

G. 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.

H. 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.

I. DISCLAIMERS

- a. The Primary and the Secondary Members 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 liable for any loss or damage of any nature whatsoever if incurred by the Primary and/or Secondary Member in connection with the RED TOGETHER VALENTINE'S DAY PROMOTION.

- 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.
- d. 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.
- e. The Primary and the Secondary Members 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.
- f. 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 Primary Member's and/or Secondary Member'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; (b) Primary and the Secondary Member expressly agrees that his/her participation in the offers is at Primary Member'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.

J. GENERAL

- a. These offers under this RED TOGETHER VALENTINE'S DAY PROMOTION cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. Employees / associates / agents / (including their family members / relatives) of VODAFONE will not be qualified for this Offer.
- 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 participants and winners 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. 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.
- 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. All decisions of Vodafone regarding the Offer shall be final and binding and no correspondence shall be entertained in this regard.
- n. All prizes offered in this contest are subject to availability. Vodafone reserves the right to provide alternate models or brands of the same value, for any of the prizes won, at its sole discretion.
- o. 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.
- p. Vodafone may assign any or all of its rights under these Terms and Conditions without consent of the participants.
- q. 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.
- r. 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.
- s. Any attempt by a Subscriber to deliberately undermine the legitimate operation of the RED TOGETHER VALENTINE'S DAY PROMOTION 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.
- t. 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.
- u. Vodafone does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Subscriber.

- v. 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.
- w. 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.
- x. The Primary members, Secondary members and Winners hereby irrevocably authorize Vodafone, that the data gathered during and/or after the contest in respect of the offers under the RED TOGETHER VALENTINE'S DAY PROMOTION including name and photograph etc. of the Primary Members and Secondary Members) shall be used by Vodafone and its subsidiaries in its any communications including marketing promotions and advertisements along with/without Vodafone's brand.
- y. The Winner's name will be announced as registered in the system of Vodafone.
- z. 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.
- aa. 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.