

TERMS AND CONDITIONS GOVERNING THE "[Samsung Galaxy S10 Netflix Offer on Vi]"

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 FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE IDEA LIMITED (HEREINAFTER "VODAFONE/VIL") PREPAID AND POSTPAID SUBSCRIBERS (SUBJECT TO ELIGIBILITY) PARTICIPATING IN THE OFFER KNOWN AS [.] ("Offer") DURING THE OFFER PERIOD AS MENTIONED HEREIN.

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.

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

1. "Subscriber" shall mean the rightful user of the VIL mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with VIL. 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.
2. "Active Subscriber" shall mean a prepaid or a post-paid Subscriber who uses the Vodafone brand Subscriber Identity Module ("SIM") of VIL on a regular basis for purposes other than to participate in any offer or contest offered by VIL
3. "Eligible Subscriber" shall mean an Active Subscriber of VIL and who in case of prepaid Subscriber's has subscribed to any prepaid recharge plan and in case of post-paid Subscribers who has subscribed to a post-paid plan (as the case may be) as mentioned under Annexure A as mentioned herein. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
 1. Subscriber must be of at least 18 years of age;

2. Subscriber must be an Indian citizen belonging to any one of the cities / Circles of VIL as mentioned herein;
3. Subscriber must not have been subject of any criminal proceeding;
4. Subscriber must not - be of an unsound mind; and
5. 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.
6. Subscriber must have purchased 'Samsung S10e, S10, S10+ device.

C. OFFER DETAILS – ACTIVATION, BENEFITS AND RESTRICTIONS

1. Logon to the website www.vodafone.in and click on the homepage banner to see the Offer details.
2. Select the product/handset from Samsung S10 series on Samsung e-store page.
3. Enter the promo code MYVODA and complete the handset purchase transaction.
4. Offer Benefits:
 1. Post Paid Benefits: Netflix for 12 months , 100 GB Data , Unlimited Calls , 12 Months Amazon Prime, Device Protection Plan for 1 Year on Red 499 and above Plans .
 2. Prepaid Benefits: Unlimited Calls + 2GB Data per day for 365 days free..
5. For Post Paid Subscribers, a Netflix compatible device (manufactured and sold separately by third parties) and broadband Internet connection are required to access movies and TV shows ("Netflix Contents") streamed over the Internet;
6. The Offer provides for 12 months Netflix "1 Screen at a time Subscription Plan" without any extra cost by ("Netflix") to post-paid Eligible Subscribers. The detailed terms and conditions regarding the Netflix subscription are available at <https://www.netflix.com/in> .
7. The Offer is NOT available to COCP (company-owned company-paid) enterprise connections.
8. This Offer can be availed only once on a Vodafone number.
9. Offer is not redeemable or refundable for cash, and cannot be exchanged for any other Netflix Subscriptions Plan;
10. In case the value of the Netflix "1 Screen at a time Subscription Plan" increases before the Offer is redeemed, the Eligible Subscriber shall be entitled to the same plan irrespective of the price change.
11. Netflix services are also available to Vodafone post-paid Subscribers without the Offer via their Vodafone Bill

12. This Offer is applicable only one (1) time for one (1) device. The Offer cannot be availed for more than one (1) time on the same device on which the Offer has already been availed. .
13. The Offer benefit of prepaid and post-paid will be attached to Eligible Subscribers within 72 Hrs. from the time of delivery of handset.
14. Samsung India Electronics Limited ("Samsung") assumes complete responsibility for the delivery of the handset and VIL shall not be held responsible for the same.
15. It is unreasonable to use of the Offer benefits where Your use of the Offer benefits is reasonably considered by VIL to be fraudulent use, to be contrary to the way the Offer benefits are intended to be used ("Intended Use"), or to adversely affect the VIL network or other VIL customers' use of or access to the Offer benefits or the VIL network.
16. All consumer plans are meant only for the use of retail customers and are not meant for commercial/ non-retail use. Following usage by customers will be deemed to be Commercial/ non-retail usage and shall be chargeable as follows –
 1. Customers using more than 1000 minutes (local +STD) in any period of consecutive 7 days, will be charged at 30p per minute for rest of 7 days period (eg. if a customer consumes 1000 mins on 2nd day), he would be charged for rest of the five days).
 2. Customers using more than 250 minutes (local+STD) in a day will be charged at 30 p per minute (local +STD), after consumption of 250 minutes for the rest of the day till midnight 0.00 hrs.
 3. Customers calling more than 300 unique numbers in any period of seven consecutive days will be charged at 30p per minute (local+STD) after 300 unique numbers, for the rest of validity of recharge.
 4. These packs are not intended for commercial usage.

D. OFFER PERIOD

1. This is a limited period offer by VIL, available from 11th March 2019, 00:00:01 hrs. till 31st of May 2019, 00:00:01 Hrs. ("Offer Period");
2. VIL reserves the right to extend or shorten the Offer Period, as it deems fit.
3. The Offer benefits are available to the Eligible Subscriber only up to a period of maximum twelve (12) months.

E. OFFER AREA

1. The Offer is valid in all telecom service areas within the geographical limits of India where VIL is licensed to operate.

2. Notwithstanding the foregoing, if the operation of or availability of 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 avail the Offer . No further notice shall be given by VIL or Netflix in this regard.

F. MODIFICATION OF OFFER

1. VIL reserves 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.
2. If VIL modifies 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.

G. WITHDRAWAL OF OFFER

1. VIL 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 Eligible Subscribers availing this Offer
2. The Offer for Post Paid Subscribers shall automatically stand withdrawn and discontinued if the Eligible Subscriber:
 1. moves out of his home network of VIL;
 2. subscribes to a post- paid plan below RED 499
 3. shifts to a prepaid plan
 4. deactivates Vodafone connection and ports out to another telecom operator
3. The Offer for Prepaid Subscribers shall automatically stand withdrawn and discontinued if the Eligible Subscriber:
 1. moves out of his home network of Vodafone;
 2. deactivates his Vodafone connection and ports out to another telecom operator

4. The Offer will be withdrawn if the Eligible Subscriber is not availing it on Samsung 10e,S10, S10device

H. DISCLAIMERS

1. 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. VIL shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.
2. VIL 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 VIL, 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 Eligible Subscriber or any participant or third party, in connection with the Offer or arising otherwise.
3. VIL reserves the right to change, suspend, remove, or disable access to the Offer at any time without notice. In no event will VIL be liable for the removal of or disabling of access to the Offer. VIL may also impose limits on the use of or access to the Offer, in any case and without notice or liability. Under this Offer, VIL's responsibility shall only be limited in providing Telecom Service on VIL's network for Eligible Subscribers availing this Offer.
4. VIL disclaims the responsibility/liability for the functioning / non-functioning of the Samsung estore.
5. You agree that VIL is not the owner of Netflix Contents and has no control or editorial rights over Netflix Contents. VIL is only making available the Netflix Contents to its subscribers and therefore, shall not be responsible for any defect, non-performance, quality of content, or application / service-related issues related to Netflix Contents. All such issues or disputes will be directly settled between You and Netflix. No such complaint of request will be entertained by VIL.
6. VIL has no liability against any claims arising out of or in connection with the use of the Netflix Content or for any loss or damage of whatsoever nature caused to Eligible Subscriber or any third party in connection with the subsistence of the Offer or the Netflix Content.
7. You shall indemnify and keep indemnified VIL, 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 VIL may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. VIL shall have the right to defend themselves, pursuant to this clause, at the cost of the Eligible Subscriber in breach.

8. The Subscribers shall escalate to Samsung for any claims, issues, damages or losses with regards to the quality or functionality or merchantability or fitness of use of the 'SamsungS10 series by the Eligible Subscriber under this Offer and the same shall be the sole liability of the manufacturers. VIL will not have any responsibility related to the same and will not entertain any query or complaint of the Eligible Subscribers.
9. Samsung shall indemnify and keep indemnified VIL, 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 VIL may incur, pay or become responsible arising out of or in connection of the devices purchased by the Eligible Subscriber under this Offer. VIL shall have the right to defend themselves, pursuant to this clause, at the cost of Samsung India in breach.

I. GENERAL

1. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
2. 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 VIL, as it may in its sole and absolute discretion decide.
3. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
4. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
5. 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.
6. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
7. The Eligible Subscribers availing the Offer shall also be subject to a separate set of terms & conditions as stated by Netflix and available at <https://help.netflix.com/legal/termsfuse>, which are independent of these Terms and Conditions;

8. Failure by VIL 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.
9. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
10. You hereby authorize VIL 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 VIL Privacy Policy which is available at <https://www.vodafone.in/privacy-policy?section=consumer>
11. You agree that VIL 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 Netflix or other third party content providers for availing relevant contents.
12. By participating in the Offer, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to VIL and to any third party content licensor to VIL that is made available through the Offer.
13. 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 VIL whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
14. 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.
15. **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 <https://discover.vodafone.in/mobile-internet/terms-and-conditions>. Subscriber(s) should read the Terms & Conditions each time before Subscriber(s) use services offered by VIL. 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 199.

Annexure A**1. ELIGIBLE PLANS FOR POSTPAID SUBSCRIBERS**

Plan Name	Plan type
Red 1299_Individual	Consumer
Red 1599_Individual	Consumer
Red 1999_Individual	Consumer
Red 999_Individual_New	Consumer
Red 1299_Individual_New	Consumer
Red 1699_Individual_New	Consumer
Red 1999_Individual_New	Consumer
Red 499	Consumer
Red 999	Consumer
Red 1299	Consumer
Red 1699	Consumer
Red 1999	Consumer
Red 2999	Consumer
Red 999 Unlimited	Consumer
Red 1299 Unlimited	Consumer
Red 1699 Unlimited	Consumer
Red 1999 Unlimited	Consumer
Red 2999 Unlimited	Consumer
Red Traveler L	Consumer
Red International R	Consumer
Red International M	Consumer

Red International L	Consumer
Red Signature	Consumer
Red Traveler-L	Consumer
Red-Traveler L	Consumer
Red-International R	Consumer
Red-International M	Consumer
Red-International M	Consumer
Red-International M	Consumer
Red-International M	Consumer
Red-International L	Consumer
Red-Signature	Consumer
Red4Business-Executive_L	Enterprise
Red4Business_Elite-R	Enterprise
Red4Business_Elite-M	Enterprise
Red4Business_Elite-L	Enterprise
Red4Business-Esteem	Enterprise
Red4Business_Elite_R	Enterprise
Red4Business_Elite_M	Enterprise
Red4Business_Elite_L	Enterprise
Red4Business_Esteem	Enterprise
Red4Business_Executive_L	Enterprise