

Terms and Conditions for the Vodafone Play App 400 MB Offer

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THE OFFER IS CONCEPTUALIZED, ORGANIZED AND HOSTED BY OF 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 PARTICIPATING IN THE OFFER KNOWN AS "VODAFONE PLAY APP 400 MB OFFER" ("Offer") DURING THE OFFER PERIOD.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS "**VODAFONE PLAY APP 400 MB 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.

1. This Offer will go live on **8th Nov 2016** for prepaid and postpaid Subscribers and once activated, the 400 MB pack will only be valid till 7 days. Vodafone India may suspend or withdraw the Offer as they may deem fit and proper.
2. This Offer can only be availed by the Subscribers who download & register using Vodafone mobile no & email id on Android (version 4.1 & above), iOS (version 7 & above) of Vodafone Play App -for the first time once the Offer goes live.
3. Subscriber will get the 400 MB pack within 2 hours of downloading the APP & registering using Vodafone mobile number & email id. If user download the app using wifi, he need to provide valid **Vodafone Mobile Number & email id for registration** & activating of 400 MB Free data pack offer.
4. After registering on latest Android or iOS, Vodafone Play App for the first time, the Subscriber will get 400 MB data free for use on 2G/3G/4G internet packs. Subscribers who have already registered on Vodafone Play App before the Offer goes live on latest or old version of the app will not be eligible for the Offer benefit.
5. This Offer is applicable to all the Subscribers of Vodafone India across all the circles. This offer is **not valid for Family Red Plan of Vodafone India**.
6. Also, by participating in this Offer, You:
 - Agree to the Terms and Conditions mentioned below and give Your consent for the same;
 - Warrant that You have read, understood and agreed to conform these Terms and Conditions;

7. Subscribers who are on international roaming services will not be eligible for the Offer benefits.
8. Subscribers will get 400 MB Data free only after downloading and registering the Vodafone Play app using Vodafone mobile number & email id.
9. For any Subscriber who is not on any data pack and downloads the latest version of the Vodafone Play, pay go rates shall be applied, which is 4 paise per 10 KB or as per the data tariff rates that Subscriber is enrolled on .
11. For any Subscriber who is on any data pack/plan (limited pack, unlimited pack or booster/add ons) and downloads the latest version of Vodafone Play, data charges shall be applied as per the pack/plan.
12. If Subscriber is already using any data pack, which exists at the time of use of Vodafone Play, 400 MB free pack data will get added to the existing data pack with highest priority to 400 MB i.e., 400 MB data pack will expire first.
13. Availing this offer will be considered as Prepaid Subscriber's consent to use data service. If Subscriber does not wish to use data service, they can stop data service by sending request as SMS "STOP" to 1925(toll free).
14. No refund will be given for any unused data.
15. This Offer can be subscribed by the Subscriber only once during the Offer Period.
16. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
17. Vodafone India reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify this Offer including the tariffs and its composition at its sole discretion at anytime as may be required in view of business exigencies and/or changes by Telecom Regulatory Authority of India (TRAI), Department of Telecom (DOT) and/or statutory authority and all such changes shall be binding on the Subscriber.
18. Vodafone India reserves the right, at any time, to unconditionally disqualify a Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Offer. 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.
19. Vodafone India shall not be responsible for any for any lost, late or misdirected network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and/or other conditions beyond its reasonable control.
20. By activating this 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 under the

current Offer and upcoming offers from Vodafone India, as it may in its sole and absolute discretion decide.

21. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone India.
22. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
23. The Subscriber agrees not to hold Vodafone India, its officers, directors, employees, affiliates, and agents or representatives liable for any direct/consequential losses arising directly or indirectly due to either subscription of the Offer or arising otherwise.
24. The Subscriber 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 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 Subscribers.
25. Decision of Vodafone India regarding all transactions hereunder shall be final and binding and no correspondence shall be entertained in this regard.
26. 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.
27. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
28. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
29. 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>.
30. 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.
31. 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.

Terms and Conditions – Vodafone Play Offer (“Offer”)

Introduction

This agreement (the “Agreement”) is entered into by the person (or the entity whose behalf the person is acting) (“User” or “You”). and Vodafone India Limited having its registered office at Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400013, Maharashtra India (including its subsidiaries having telecom license in India, hereinafter jointly referred to as “Vodafone India”) whereby the User is agreeing to the terms and conditions of this Agreement by clicking “Continue” in the Vodafone Play app The Vodafone Play Offer (“Offer”) is open to all Vodafone India 2G or 3G or 4G Subscribers till **31st July 2017 , 23:59:59 hours**, (hereinafter referred to as the “**Offer Period**”). Vodafone India reserves the right to extend or shorten the Offer Period, as it deems fit.

User Agreement

The date of this Agreement (the “Effective Date”) is the date on which the User indicates its acceptance of the terms and conditions (“Terms”) of this Agreement. You/User shall mean an active Vodafone India 2G or 3G or 4G subscribers accessing/availing the Services under the Offer via Vodafone Play. By clicking “Continue” (or similar other icon) in the Vodafone Play app, User (i) represents that he accepts the terms of this Agreement and the Offer (ii) represents that he has the requisite authority to enter into this Agreement, (iii) agrees to be bound by the terms and conditions contained in this Agreement as of the date of acceptance and (iv) is competent to enter into a contract.

These terms and conditions will constitute a binding contract between You and Vodafone India. These terms explain your obligations towards Vodafone India when You use **Vodafone Play** or any related third party apps (hereinafter referred to as “Services”) after subscribing to the Offer. By clicking “Continue”, You agree that these terms of use are acceptable to You. If You do not agree to these terms of use, please do not use the Services provided by the Offer.

Vodafone India reserves the right, at its discretion, to change, modify, add, alter, delete or remove portions of these Terms. Your continued use of the Services following the posting of any change or modification of these Terms will mean you accept those the latest and revised Terms.

About Vodafone Play Offer

“Vodafone Play Offer” provides, for the limited Offer Period and subject to the Terms mentioned herein, a free subscription¹ to Vodafone Play, Ditto TV, Sony Liv, Hungama Play, Hooq and Eros Now which makes available access to **Live TV, Movies, TV Shows & Music** content (including movies). This Offer is available to both prepaid and post-paid 2G or 3G or 4G Subscribers. By availing this Offer, Users shall get subscription free access(

¹ Free subscription depends upon whether the User is a 2G or 3G subscriber or a 4G subscriber. For details refer *Offer, Fee and Payments*

Limited period offer) to specified services and contents provided by third party services and content providers; however, the User shall pay for data usage at standard rates (as per data plans availed by User).

Some Key Features:

▶ Electronic Program Guide (EPG)

You can access live TV content by clicking on the option "TV Guide" from the channels listing page. Once there, User to scroll vertically to find the channel of choice and click on the same. Once the live channel page is launched then the option of "Current Program" and "Next Programs" will be displayed on the screen. User can either play the current program or set a reminder for any of the future programs.

▶ OTT VOD Applications

Apart from native content, Users also get to discover & access popular products & apps like Hungama Play ,Eros now, Hooq, Sony Liv , Ditto TV ,ALT Balaji, YuppTV etc which provide streaming of HD quality movies, Live TV,TV shows with extensive catalogues in Bollywood, Hollywood & Regional content along with short videos

▶ Set Reminders

Users can set reminders to watch any important shows by simply clicking on the clock icon that appears next to any show in the Live TV section. User can also do the following:

- Search option to search and choose the precise Live TV channel.
- Filter Live TV content genre wise/language wise.
- User can provide feedback on the application by rating the application between 1 & 5.
- User can customize the app by adding their profile name profile picture, therefore making the app as more personal.

Users are not permitted to reproduce, distribute, modify, display in public or make commercial use of the contents of this application. Any unauthorized use by the User of the Services and content provided under the Offer may violate copyright laws, trade mark laws as well as the laws of privacy and Vodafone India is not responsible for the same. 'Unauthorized use' shall mean and include any usage of the digital content provided on this website not in conformity with the rights granted with respect to the same. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any copyright or other intellectual property right.

You are responsible for any activity that takes place within your account and for any third party involvement. You must immediately notify Vodafone India of any unauthorized uses of your account and any other breaches of security. Vodafone India will not be liable for any acts or omissions by You, including damages of any kind incurred as a result of such acts and omissions. You shall be solely responsible for the security of your account details including your login details and password. If You have a reason to believe that the integrity of your account is compromised please get in touch with the customer care services. Vodafone India shall not be responsible for any misuse of your account. Vodafone India may hold the information You provide (eg. When

you create a user profile or agree to subscribe to our services) on our databases. You consent to Vodafone India's use of Your information that is generated by Your use of the Service.

Offer, Fee and Payments

To avail the Offer, You have to download Vodafone Play application on your Android or Apple device from Google Play Store or Apple app store using Vodafone or any internet connection, by any of the following methods-

1. SMS

In order to get the Service, the customer will have to send the keyword "**PLAY**" to 199. The customer will then receive a link via SMS/WAP push which he/she has to click, on which the customer will be directed to Google play or Apple app store for downloading Vodafone Play app.

2. WAP

Customers will receive promotional WAP push with link to Vodafone Play. Clicking on this link will direct the customer to Google play or Apple app store for downloading Vodafone Play app.

3. Marketplace

Customers can directly download Vodafone Play from the Google Play Store or Apple app store

There are two subscription packs currently available to subscribe to Vodafone Play service.

- 1) Super saver pack for Rs49/month with 90 days of Free trial if user gives consent to be charged post trial offer ends. Super Saver pack users will get access to all content available on Vodafone Play app. The service will be auto renewal and data charges is applicable separately as per existing Data plan.
- 2) Super saver pack bundled into the RED Postpaid plan for 12 months which gives the user full access to all content on Vodafone Play app. Data charges will be applicable separately as per the existing Data plan.

Important conditions

- Free trial offer will start from the day User gives consent to start the service or consent to pay usage charges post free trial period ends.
- Music & Sports content are ad supported via 3rd party partners
- User can cancel the subscription anytime by sending SMS STOP to 155223 (toll free) & choose service to deactivate.
- Usage charges once paid will not be refunded upon cancellation of subscription.

These details like email id, mobile nos of users will be shared with OTT apps to enable free service on Vodafone Play app & other device.

Vodafone have the rights to change or withdraw or extend the Free offer without informing Users.

Data charges will be applicable for using Vodafone Play application, OTT app within Vodafone Play app and the usage of Services and viewing contents under the Offer. Vodafone India reserves the right to change the availability of Services at its sole discretion. Vodafone India is not responsible for your delay in making payment to Vodafone India and hence in the event your subscription is deactivated if there are unpaid dues from you, Vodafone India is not responsible for any such inconvenience and You may have to again subscribe/download the application.

Linking to Third Party Sites/Applications/Content

Vodafone Play service is owned, operated, licensed and controlled by Vodafone India and is covered and protected by all laws including but not limited to copyright and trademark laws of India.

Vodafone Play app may present You with the option to click on one or more links that link to a third party website, a third party application and/or provide third party content from a third party content provider. Neither Vodafone India nor any other party involved in creating, producing, or delivering the services, applications or Vodafone Play control the websites, content or applications of such third parties. You agree and acknowledge that Vodafone India is neither responsible for, nor liable for, any such third party sites, third party applications or third party content. You accept all risk in clicking any such links provided through the Vodafone Play.

Vodafone India makes no representations, warranties, guarantees or any endorsements as to the quality, suitability, functionality or legality of any products, services or other offerings that may be advertised or made available by a third party through the service or which may be linked to the service. Accordingly, Vodafone India will not be a party to or in any way be responsible for any transaction that may occur between You and such third parties and You should always use prudent judgment in your association with such third parties.

You agree that through Vodafone Play App, Vodafone is merely distributing third party contents owned / controlled by third party content providers. Such third party contents are governed by independent terms and conditions of each such third party content provider. You agree to follow viewing restrictions since some of the audio / visual materials available on Vodafone Play may comprise of adult contents. You also agree and undertake to read, understand and accept such third party terms and conditions before viewing their contents through Vodafone Play App. Such third party terms and conditions may be available using the following URLs

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- a. Alt Balaji -
 - i. <https://altbalaji.com/termsOfUse>
 - ii. <https://altbalaji.com/privacy-policy>

Warranties and Liability

Vodafone Play is made on “as is” and “as available” basis and You download, install and use Vodafone Play at your own discretion and risk. Vodafone India has taken reasonable care to ensure that Vodafone Play contains no inaccuracies, errors, viruses or defects; however Vodafone India does not warrant that this is the case. To the extent permitted by law, Vodafone India gives no warranty of any kind (implied, statutory or otherwise) in relation to Vodafone Play or the Vodafone India website and Vodafone India shall not be liable for any loss or damage arising from or connected to the Offer. Vodafone India has no control over any third-party services or contents made available via Vodafone Play and Vodafone India may change the Offer at its discretion. Vodafone India may withdraw or change the Offer at any time for technical, commercial, public interest or operational

reasons. In the event that the Offer is being permanently withdrawn, Vodafone India will endeavour to advertise this with as much prior notice as reasonably possible. Depending on the reason for the suspension, withdrawal or change, it may not always be possible to give advance notice. Vodafone India may block use of Vodafone Play if You breach these Terms or the Website Terms and Conditions, if any.

Your Information

By participating in the Offer, You consent for collection, storage and usage of Your personal information i.e. name, MSISDN, photograph etc. for Vodafone India's use including use of all Your information that is generated by Your use of the Service. Vodafone India's usage of your personal information that You supply to Vodafone India is governed by Vodafone India's Privacy Policy, which forms part of these Terms and which can be found at https://www.vodafone.in/pages/privacy_policy.aspx?cid=ker . PLEASE READ THE PRIVACY POLICY CAREFULLY- it deals with your rights and Vodafone India's obligations in relation to your personal data, including what Vodafone India can do with it and to whom Vodafone India may give it in certain situations.

Monitoring or recording of your communications may take place in accordance with the law, and in particular for Vodafone India's business purposes, such as for quality control and training, to prevent unauthorised use of Vodafone India's telecommunication systems and to ensure effective systems operation and in order to prevent or detect crime.

Intellectual Property Rights

Vodafone India grants You a non-exclusive, non-transferable and non-sub-licensable license to download and use Vodafone Play on your mobile device only. All rights including intellectual property rights in Vodafone Play remain the property of Vodafone India and its licensor. Vodafone Trademarks, trade names, product or service names, logos, slogans, typefaces, brand or other proprietary words or symbols used by any Vodafone group company from time to time or any derivative thereof or any combinations thereof used in or made available through the Vodafone Play ("Vodafone Marks") is the property of Vodafone India or its licensors and is protected by copyright and other intellectual property laws. The Vodafone Marks" are owned by or licensed to Vodafone India, subject to copyright and other intellectual property rights under Indian laws and conventions. The parties hereto agree and confirm that no part of any intellectual property rights mentioned hereinabove is transferred in the name of User and any intellectual property rights arising as a result of these presents shall also be in the absolute ownership, possession and control of Vodafone India.

Your request to license a track by downloading is personal to You, and the track may not be used, sold, rented, transferred, licensed or otherwise provided to any other user. License to downloaded tracks include only those rights explicitly stated in the application (typically, the right to play back for your own personal use from your personal computer, CD player, digital player, or other personal consumer electronic device), and, for the avoidance of doubt, do not include the right to create a derivative work, to make copies other than for your own personal use, or to use the track in any commercial manner.

You shall promptly notify Vodafone India in writing upon your discovery of any unauthorized use or infringement of the application (or its contents) or Vodafone India's patent, copyright, trade secret, trademarks or other intellectual property rights. The application contains proprietary and confidential information that is protected by copyright laws and international treaty provisions.

Technological Limitations

Vodafone India agrees to provide the User with technical support services which include periodic distribution of bug fixes and minor enhancements as updates scheduled by Vodafone India. However, in case of any technical difficulties or for maintenance, if it results in temporary interruption, Vodafone India will make reasonable efforts to rectify the snag as early as possible.

If, for any technical reason and under unavoidable circumstances Vodafone India needs to discontinue, temporarily or permanently, functions and features of the application with or without notice, or if any tracks in any particular catalog may no longer be available due to technical or contractual rights, Vodafone India reserves right to change and replace the tracks or albums or any other content available at any time.

Under the said circumstances, Vodafone India shall not be liable for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to or of any of the Services as the same may be treated as Force Majeure.

You also may not use, nor allow others to use, Your account, Vodafone Play or the Offer, directly or indirectly, to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the application or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on us, the application, or anyone else; (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all local, state laws, statutes, rules and regulations, as well as any international treaties, which are applicable to your use of the application.

Modification

Vodafone India reserves the right, at our sole discretion, to modify, discontinue or terminate the application or to modify these Terms, at any time and with/without prior notice. If Vodafone India modify these Terms, it will post the modification on www.vodafone.in or may provide You with notice of the modification. By continuing to access or use the application or Services after Vodafone India have posted a modification on the website or have provided You with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to You, your only recourse is to cease using the application or Services. Vodafone India shall not be liable to You or to any third party for any modification, price change, suspension or discontinuance of the App.

Termination

Vodafone India reserves the right to terminate your use of the Service, without cause, upon reasonable notice. In case such termination occurs due to your breach of any terms and conditions stated herein, then Your subscription for the remaining period will be exhausted and forfeited, further there will be no downloads permitted to You under the applicable subscription plan.

Limitation of Liability

In no event shall Vodafone India or its licensors or any of their officers, directors, employees, agents or affiliates be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this Offer or the use of or inability to use any service or application, even if Vodafone India has been advised of the possibility of such damages. In no event shall we or

any of our licensors be liable for any damages in excess of the amount paid for the application or the specific item of content giving rise to the applicable claim for direct damages.

Indemnification

You agree that You will be responsible for any damages resulting from any violation of these Terms and Conditions to the fullest extent of the law. You further agree to indemnify and hold Vodafone India, and its affiliates, officers, directors, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these terms, or any violation of any law or the rights of any third party that occurs in connection with your use of the application.

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.

General Provisions

Your acceptance to this Terms, together with our Privacy Policy and any other rules, regulations, procedures and policies herein, constitutes the entire agreement ("Agreement") between You and Vodafone India with respect to the Offer/service /application and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Vodafone India with respect to the Offer/Service.

No failure or delay in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement.

If any provision of this Agreement is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. This Agreement is personal to You and may not be transferred, assigned or delegated to anyone. Any attempt by You to assign, transfer or delegate this Agreement shall be null and void.