

Idea Postpaid Nirvana Plans: Terms & Conditions

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 ELIGIBLE SUBSCRIBERS OF VODAFONE IDEA LIMITED (VIL) AVAILING THE VARIOUS OFFERS AVAILABLE WITH NIRVANA INDIVIDUAL PLANS AND NIRVANA FAMILY PLANS (OFFERS) DURING THE RESPECTIVE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE OFFERS AVAILABLE WITH NIRVANA INDIVIDUAL PLANS AND NIRVANA FAMILY PLANS (“TERMS AND CONDITIONS”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT AVAIL THE OFFERS.

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 availed the Offer.

DEFINITIONS

- a. **“Subscriber”** shall mean the rightful user of the VIL mobile connection who is on Idea post-paid or prepaid 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/principal 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 Idea Subscriber Identity Module (“SIM”) of VIL on a regular basis for purposes other than to participate in any offer or contest offered by VIL.
- c. **“Eligible Subscriber”** shall mean an Idea brand Active Subscriber of VIL who subscribes to the Nirvana Individual Plan or Nirvana Family Plan and satisfies the following criteria at the time of participation and during continuation of Offer:–
 - i. He must be an Indian citizen belonging to any one of the circles of VIL;
 - ii. he must not have been subject of any criminal proceeding;
 - iii. He must not - be of an unsound mind; and
 - iv. He 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.

OFFER DETAILS

A. NIRVANA INDIVIDUAL PLAN

Type	Nirvana Individual Plans : Version 4.0				
Plan Rental (Tax extra)	Rs. 299	Rs. 399	Rs. 499	Rs. 649	Rs. 999
Amazon Prime	NA		1 year at no extra cost		
Idea Phone Secure	NA	Free for 12 months		NA	Free for 12 Months
iPhone Forever Program	NA			Free for 12 Months	NA
Idea Movies & TV	Free for 12M				
Voice Calls*	Unlimited Local, National, Roaming				
Idea Rewards	Coupons and deals equivalent to plan rental				
SMS LN ^	Free 100 L/N	Free 100 L/N/R SMS			
Data (GB)	20	40	75	90	100
Data Carry Forward (upto GB)	50	200			
Data Overage Rs/GB	Rs 20/GB				
Free ISD Min~	NA	NA			50

*Existing subscribers with Family benefits on Nirvana Individual plans can continue with the family benefits as below. New enrolment to family benefits under Nirvana Individual plan will be discontinued w.e.f 5th Sep 2019

1. Applicable taxes extra
2. Nirvana 299 is available for subscription only from MyIdea/CRS stores
3. Post consumption of promotional data, carry forward and eligible individual plan benefits (including family bonus), the customer will be charged overage and proration of Rs 20 / GB & Rs 0.01/525Kb respectively
4. ^Standard Data roaming rates (Rs 0.1/10Kb) would apply on Data usage, if customer latches onto Non-Idea network while on roaming.
5. Any unused data in promotional data pack, Booster, Add-on Pack or family bonus data is not eligible for carry forward. The carry forward data will be consumed before the consumption of plan's regular data benefits.
6. ~ISD Mins are free on Nirvana 999 plan for calls made to specific zones and codes (as per the annexure 1) in the 7 countries. Post free mins, ISD rates as specified in annexure 1 would be applicable for ISD calls to given countries (select codes only).
 - Customer to get the free benefits of the ISD calling (as per his plan) if the ISD call to any of the 7 countries is originated from the "Home network" of the subscriber and not if he is in National / International Roaming.
7. Idea Phone Secure is available for free with Nirvana 399 rental and above plans only
8. Infotainment Apps: Free for 12 Months (Idea Movies &TV). The free period starts from the date of activation of the plan (for the first time) by the subscriber. Available on both acquisition and plan change. Post 12 Months promotional offer period, the subscriber to be charged as per details mentioned below **"Infotainment Apps: Idea Movies and Live TV"**

9. *Commercial Usage Policy applicable with all Nirvana Plans. Visit <https://www.ideacellular.com/content/ideadigital/in/en/terms-and-condition/CommercialUsagePolicyforPostpaidUnlimitedPlans.html> for more details.
10. ^Post free 100 (Local, National &/or National Roaming, Local and National SMS will be charged @ Rs 0.25/SMS upto 3000 SMS. Default Charges of SMS (Rs 1 for Local and Rs 1.5 for National, Rs 0.38 for Roaming STD and Rs 0.25 for Roaming Local) post 3000 SMS (For Each Bill Cycle) & Blackout days would be applicable.
11. ISD SMS to be charged at Rs.5/SMS.
12. The rental and benefits for the above plans would be prorated in nature. All Nirvana 4.0 & Nirvana Family Plans plans will have a One-time Plan Enrollment Fee of Rs.99 (non-refundable) and Security Deposit of Rs.199 (refundable on disconnection).

Family Plan Benefits (on Nirvana 4.0's Individual plans)

1. A max of 6 (1 primary + 5 family Add on) connections in the family with a single bill in the name of the Primary Customer with family benefits can be availed.
2. All connections in the family will be under the primary customer's name and must be under same billing account
3. The secondary customers have to subscribe to add-on plans from the available list of Nirvana Individual plans.
4. Any existing Idea subscriber wishes to add family add-ons with Idea Nirvana Plans, the same can be done through My Idea/ CRS and My Idea App.
5. It is mandatory to have Primary Holder explicit consent for creating a family and tagging him/her as a primary member, if the consent for primary tagging is not given, the member can visit nearest Idea Store and get the Primary tagging removed.
6. 10% rental discount is applied on the cumulative Nirvana Plan rental of all the members in the family for upto 3 family members i.e. 1 primary + upto 2 add on members,
7. 20% rental discount is applied on the cumulative Nirvana Plan rental of all the members of the family for 4 and above family members i.e. 1 primary + >= 3 add on members (capped to total 6 members).
8. Total cumulative rental is the sum of bill plan rental of the individual plans of primary and family add on connections on Nirvana Plans

Family Size	Pooled data benefits
1 + up to 2 Add on	10% cumulative Nirvana Plan rental discount
1 + >2 Add on	20% cumulative Nirvana Plan rental discount

9. A Family Bonus data of up to 20 GB (in pool) to be applied for the family subscribers. The size of the pool depends upon the count of connections as tabulated below. All members of the family need to give data consent by dialing 1925 (if not already given) to use the family bonus data benefits.

Family Size	Pooled data benefits
1+ up to 2 Add on	10 GB

1+ >2 Add on	20 GB
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10. Family data bonus would increase or decrease based on the numbers of family add on connections as mentioned in 4th point.
11. Family Exclusive features

Subscription through My Idea App

- a. Child Secure – This feature in the app enables the customer to switch off / switch on data of the family add-on connections as and when required.
 - i. The data barring for the add-on would happen only when the existing data quota (allocated before the barring request) is consumed by the add-on or the existing session is closed.
 - ii. For the add-on to start using data (once the parent sends data activation request from app), the add-on member should switch-OFF and then switch-ON the mobile phone.
- b. Smart Alert – This feature allows you to send SMS alerts to family add-on with a single click of a button. The feature is chargeable at Rs. 30 / Months but is bundled free for 3 Months with the plan.
- c. Family Tunes – Customers on Idea Nirvana Family Plans can enjoy the Family tunes by name, festivity specific tunes etc. This is available in the Dialer Tones Section in the MI App. However Family Plan users get 50% discount on the DT rental (to be charged at Rs. 20/Month instead of Rs. 39/Month). This service is chargeable from the first month itself.

Subscription through USSD

a. Family Connect – This helps family members track each other on the move. This is a cell site based tracking solution on a USSD based app in which the subscriber dials *988*1# and registers Family Size Pooled data benefits himself. He then adds his family members. On addition a SMS is triggered to the add-on connection for the consent.

12. Applicability of rental discount in case of barring will be as follows:
 - i. Customer line is barred only: Rental discount will be applicable as the rental is charged even if the state of the customer is “barred”.
 - ii. Customer is in **Temporary Disconnection** state: As in TD state the rental is not charged for the customer, the rental discount will not be applicable.
13. Pooled benefits however will be applicable in case of both “Normal Barred” state & “Temporary Disconnection” state.

Annexure 1

(Applicable codes for free International calling minutes & special rates in Idea Nirvana plans)

ISD Code	Country	Pulse	Rate (Rs/Min)
1204	Canada	60 sec	0.5
1250	Canada	60 sec	0.5
1289	Canada	60 sec	0.5
1306	Canada	60 sec	0.5
1403	Canada	60 sec	0.5
1416	Canada	60 sec	0.5
1418	Canada	60 sec	0.5
1450	Canada	60 sec	0.5
1506	Canada	60 sec	0.5
1514	Canada	60 sec	0.5
1519	Canada	60 sec	0.5
1600	Canada	60 sec	0.5
1604	Canada	60 sec	0.5
1613	Canada	60 sec	0.5
1647	Canada	60 sec	0.5
1705	Canada	60 sec	0.5
1709	Canada	60 sec	0.5
1778	Canada	60 sec	0.5
1780	Canada	60 sec	0.5
1807	Canada	60 sec	0.5
1819	Canada	60 sec	0.5
1902	Canada	60 sec	0.5
1905	Canada	60 sec	0.5
86	China	60 sec	2
8613	China	60 sec	2
86130	China	60 sec	2
86131	China	60 sec	2
86132	China	60 sec	2
86133	China	60 sec	2
86145	China	60 sec	2
86147	China	60 sec	2
86150	China	60 sec	2

ISD Code	Country	Pulse	Rate (Rs/Min)
85296	Hong Kong	60 sec	3
85297	Hong Kong	60 sec	3
85298	Hong Kong	60 sec	3
852	Hong Kong	60 sec	3
85217	Hong Kong	60 sec	3
85248	Hong Kong	60 sec	3
85249	Hong Kong	60 sec	3
85251	Hong Kong	60 sec	3
85253	Hong Kong	60 sec	3
85254	Hong Kong	60 sec	3
85255	Hong Kong	60 sec	3
85256	Hong Kong	60 sec	3
85259	Hong Kong	60 sec	3
8526	Hong Kong	60 sec	3
852901	Hong Kong	60 sec	3
852902	Hong Kong	60 sec	3
60	Malaysia	60 sec	3
601	Malaysia	60 sec	3
60102	Malaysia	60 sec	3
6012	Malaysia	60 sec	3
6013	Malaysia	60 sec	3
60142	Malaysia	60 sec	3
60143	Malaysia	60 sec	3
60145	Malaysia	60 sec	3
60146	Malaysia	60 sec	3
60147	Malaysia	60 sec	3
60148	Malaysia	60 sec	3
60149	Malaysia	60 sec	3
60159	Malaysia	60 sec	3
6016	Malaysia	60 sec	3
6017	Malaysia	60 sec	3
60182	Malaysia	60 sec	3

86151	China	60 sec	2
86152	China	60 sec	2
86153	China	60 sec	2
86155	China	60 sec	2
86156	China	60 sec	2
86182	China	60 sec	2
86183	China	60 sec	2
86185	China	60 sec	2
86186	China	60 sec	2
86157	China	60 sec	2
86158	China	60 sec	2
86159	China	60 sec	2
86180	China	60 sec	2
86181	China	60 sec	2
86188	China	60 sec	2
86189	China	60 sec	2
86187	China	60 sec	2
852903	Hong Kong	60 sec	3
852904	Hong Kong	60 sec	3
852905	Hong Kong	60 sec	3
852906	Hong Kong	60 sec	3
852907	Hong Kong	60 sec	3
852908	Hong Kong	60 sec	3
852909	Hong Kong	60 sec	3
85291	Hong Kong	60 sec	3
85292	Hong Kong	60 sec	3
85293	Hong Kong	60 sec	3
85294	Hong Kong	60 sec	3
85295	Hong Kong	60 sec	3

6019	Malaysia	60 sec	3
603	Malaysia	60 sec	3
65	Singapore	60 sec	2
658	Singapore	60 sec	2
659	Singapore	60 sec	2
66	Thailand	60 sec	4
662	Thailand	60 sec	4
668	Thailand	60 sec	4
669	Thailand	60 sec	4
1	USA	60 sec	0.5
1226	USA	60 sec	0.5
1236	USA	60 sec	0.5
1249	USA	60 sec	0.5
1343	USA	60 sec	0.5
1365	USA	60 sec	0.5
1431	USA	60 sec	0.5
1437	USA	60 sec	0.5
1438	USA	60 sec	0.5
1579	USA	60 sec	0.5
1581	USA	60 sec	0.5
1587	USA	60 sec	0.5
1639	USA	60 sec	0.5
1800	USA	60 sec	0.5
1855	USA	60 sec	0.5
1866	USA	60 sec	0.5
1873	USA	60 sec	0.5
1877	USA	60 sec	0.5
1883	USA	60 sec	0.5
1888	USA	60 sec	0.5

B. NIRVANA FAMILY PLAN

Type	Nirvana Family Plans			
Plan Rental (Tax extra)	Rs 598	Rs 749	Rs 899	Rs 999
Amazon Prime	1 year at no extra cost			
Idea Phone Secure	Free for 12 months			
Idea Movies & TV	Free for 12M			
Voice Calls*	Unlimited Local, National, Roaming			
SMS LN ^	Free 100 L/N/R SMS			
Data (GB)	50	60	70	80
Data Carry Forward (upto GB)	200			
Data Overage Rs/GB	Rs 20/GB			
Free Add-On Connection @ '0' Rental^^	1	2	3	4
Nirvana Plan version	New Nirvana Family			

*Above benefits are for Primary connections only

- Applicable taxes extra
- Nirvana Family Plans start from 598 and is also available at 749, 899 and 999 allowing primary subscribers of these plans to add secondary members on Nirvana Family AddOn plans ensuring maximum family limit (incl Primary members) is not breached
 - Nirvana Family 598 : Max 2 members
 - Nirvana Family 749 : Max 3 members
 - Nirvana Family 899 : Max 4 members
 - Nirvana Family 999 : Max 5 members
- ^^The secondary Member's Add-On plan will be available at '0' rental plans with benefits as below

Type	Nirvana Family Add-On Plan
Plan Rental (Tax extra)	Rs 0
Voice Calls*	Unlimited Local, National, Roaming
SMS	Free 100 L/N/R SMS
Data (GB)	30
Data Carry Forward (upto GB)	50
Data Overage Rs/GB	Rs 20/GB
Idea Movies & TV	Free for 12M
Nirvana Plan version	Nirvana Family Add-On

For every Nirvana Family Plan, there will be corresponding unique Nirvana Family AddOn Plan with benefits as above

- For Nirvana Family Plan subscribers
 - All connections in the Nirvana family plan (Primary and Add-On's) will be under the primary customer's name and must be under same billing account

- b. Subscription to Nirvana Family Plan is mandatory by Primary to choose the respective '0' rental Add-On plans
 - Existing and new customers can activate the Nirvana Family plan from My Idea/ CRS/Idea Web and My Idea App.
 - Primary Subscriber will have only respective '0' rental as option for Nirvana Family AddOn Plan
 - Primary Subscriber is free to choose the associated Nirvana Family AddOn plan at any time not exceeding 30 days from date of subscription of Nirvana family Plan
- c. For Nirvana Family AddOn plan activation, Primary member with Nirvana Family Plans will be required to visit the My Idea/CRS to get the same activated
- d. Rental downgrade within Nirvana Family plan is not allowed, Primary users willing to do so will be required to take any of the available Nirvana individual plans and then change plan to desired Nirvana Family Plan
 - With Nirvana Family's Primary member moving to Nirvana Individual plan, all the secondary Add-On's (0 rental) members will be auto migrated to Nirvana 299 (individual plan)
- e. In the event of Nirvana Family Plan's Primary member getting temporary disconnected due to any reason, all the associated Add-On will be temporary disconnected and re-activated with re-activation of Primary Member
- f. Nirvana Family Plan's primary users willing to disconnect their connection should ensure they change the primary's plans to Nirvana Individual Plan beforehand. Not ensuring the same will lead to all Add-On being disconnected as well.

Data Carry Forward

1. The accumulated data type will be as per base plan data (4G/3G/2G, 3G/2G or 4G/2G) of the subscriber.
2. The unused data carryforward entitlement for customers will be as per base plan mentioned in table above
3. The accumulated data is valid till the subscriber continues with the existing base plan rental or upgrades to higher base plan rental only. There is no validity of data, only maximum accumulation cap as mentioned above is defined on each plan.
4. The accumulated data balance will be reset to "0" in case of subscriber downgrades to ANY lower rental base plan.
5. This Offer is only applicable on the Idea Nirvana base plan data quota and any data left unused from Add-On Packs, pre-on-post data packs, daily data packs, Weekend packs, Boosters or any other (including special/promotional) data packs will not be covered under this Offer. The unused Family bonus data cannot be carry forwarded too.
6. This Offer cannot be combined with any other promotional data offer provided by Vodafone Idea Limited (VIL).
7. The benefit under this offer is not transferable.
8. No exchange or redemption for an equivalent cash amount or in any other form shall be allowed.
9. This Offer is only applicable if all bill payments are regular and within the payment due date.
10. On suspension of mobile number due to any reason, the data carry-forward balance will be reset to '0'.
11. Once lost, the accumulated data would not be credited to the user under any circumstance/s.

Unlimited Calling

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 –

- Customer calls to more than 300 Unique numbers (mobile and/or Landline and STD calls) in consecutive 7 days in a bill cycle,

AND

- Cumulative duration of Incoming calls <15 minutes in consecutive 7 days in a bill cycle.

If the customer usage is deemed to be commercial as per above condition, then any usage beyond 5000 minutes will be charged at 50p/min.

GENERAL TERMS AND CONDITIONS

Offer Period

- a. This is a limited period offer available till further intimation by VIL;
- b. VIL reserves the right to extend or shorten the Offer period, as it deems fit.

Offer Area

- a. The Offer is valid in telecom service areas as mentioned in the Annexure 2.
- b. 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 Eligible Subscribers from such state and/or territory or part thereof shall not be eligible to subscribe to/avail this Offer. No further notice shall be given by VIL in this regard.

Modification Of Offer

- a. 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.
- b. If these Terms are modified, the modified terms will be posted on [.] 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.

Withdrawal Of Offer

- a. VIL reserve 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.

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. VIL shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Offer.
- b. 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/telecom

services and/or any delay or failure to avail the Offer/telecom services 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 third party, in connection with the Offer or arising otherwise.

c. VIL reserve 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 to Eligible Subscribers availing this Offer.

d. The Eligible Subscribers shall escalate to the relevant third party entities any claims, issues, damages or losses with regards to the quality or functionality or performance or fulfillment of their products/services/. VIL makes no representation or warranty with regard to third party products/services and VIL will not have any responsibility related to the third party products/services and will not entertain any query or complaint of the Eligible Subscribers in that regard.

e. 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 Subscriber in breach.

General

a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.

b. 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.

c. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.

d. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.

e. The Subscriber shall be bound by the terms and conditions of the third party entities providing products/services and VIL shall not be liable for third party products/services

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 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.

- i. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- j. 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://discover.vodafone.in/privacy-policy>
- k. 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 third party.
- l. 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.
- 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 independent arbitrator to be appointed by VIL whose decision shall be final and binding on the parties. The place of arbitration shall be Mumbai, India.

Annexure 2

Telecom Areas

Telecom Areas (Circles)
Delhi
Punjab
Haryana
Uttar Pradesh East
Uttar Pradesh West
Himachal Pradesh
Jammu Kashmir
Kolkata
West Bengal
Bihar
Orissa
NE
MP
Assam
Rajasthan
Gujarat
Maharashtra & Goa
Andhra Pradesh
Karnataka
Kerala
Tamil Nadu
Mumbai

THIRD PARTY PRODUCTS/SERVICES RELATED TERMS AND CONDITIONS

I. "IDEA PHONE SECURE"

1. These terms and conditions will constitute a binding contract between you and Vodafone Idea Limited (VIL). These terms explain your obligations towards VIL when you avail the Product and use the application or any related third party application, as the case may be.
 - a. These terms and conditions will constitute a binding contract between you and VIL. These terms explain your obligations towards VIL when you avail the Product and use the application or any related third party application, as the case may be.
 - b. Idea Phone Secure is an application software providing Smartphone Protection through Shot Formats and is available exclusively for Active VIL Subscribers of Idea Brand only;
 - c. The Product is a third party service, brought to you by Shot Formats. VIL is only distributing the Product among interested Active Subscribers of VIL and will not be responsible or liable with regard to any information (including personal information) that you share with Shot Formats or other third parties while using this Product. Please refer to www.idea.dsspro.in for detailed terms and conditions regarding the Product.
 - d. An Active Subscriber of VIL shall mean a Subscriber who uses Idea Subscriber Identity Module ("SIM") on a regular basis; you hereby authorize VIL to share your mobile number & information related to the requirement of this service and acceptance of this terms & condition act as your consent, with its partners so as to enable you to avail all the features of the Product. Your personal information will be stored and processed as mentioned herein and in accordance with VIL Privacy Policy which is available at <https://www.ideacellular.com/privacy-policy>
 - e. Benefits of Idea Phone Secure - Idea Phone Secure Device Security offers protection from:
 - i. Accidental Damage – Physical or Liquid
 - ii. Virus, Malwares and Trojans
 - iii. Also provides extended warranty i.e. after completion of manufacturer's warranty period of 1 year, Idea Phone Secure will provide extended warranty for the remaining / balance period of the subscription period.
 - f. Eligible customers would need to download the Idea Phone Secure device security App & register their device to obtain the Idea Phone Secure device security certificate.
 - g. Product is available free of cost for one year to Active Subscribers availing the Nirvana 499 rental and above plans, for a handset import/manufacture date less than 24 months old as on the date of claim. For Active Subscribers who are not under the Nirvana 499 rental and

above Plans, fixed amount will be charged on monthly basis for subscribing the Product. The handset must be purchased from an authorized seller in India and in perfect working condition at the time of registration for Idea Phone Secure. The subscription expires after the period of one year.

- h. Idea Phone Secure is a third party application brought to you by Shotformats Digital Productions Pvt. Ltd. (“Shotformats”). VIL is only distributing the Product and will not be responsible or liable in any manner for any loss or damage suffered by you while using Idea Phone Secure.
- i. 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 Shotformats for availing Idea Phone Secure - Smartphone Protection.
- j. VIL is distributing the Product only and shall not be responsible for any Product liability, settlement of claims, defect, non-performance or application / service-related issues related to the Product. All such issues or disputes or settlement of claims will be directly settled between you and Shotformats. No such complaint of request will be entertained by VIL.
- k. For availing benefits of this offer (including settlement of claims) you shall have to agree to separate terms and conditions of Shotformats which are independent of these terms and conditions. For detailed terms and conditions governing the use of Idea Phone Secure Application Software and claims thereunder, please refer to the Idea Phone Secure App and also available at www.idea.dsspro.in
- l. Device Security is linked to a unique combination of your mobile number and the device that is in use during the time of registration. Your subscription on Device Security will end in case you change any one of them during the subscription period. In such a scenario, your subscription will end and you will cease to avail the Product; you can also choose to register afresh, with a new device or new mobile number or both (as the case may be) to start a new subscription of Device Security.
- m. This service is exclusively available to Active Subscribers. Your subscription of Device Security will end as soon as you move out of specified plan or from the services of VIL, should you choose to unsubscribe from the plan or move out of VIL before the completion of the 12 months subscription period of the Smartphone Protection. In such a scenario, you will only have to settle the current month’s charges of Device Security and no further (applicable only when the subscription is offered on chargeable basis).
- n. In case of any temporary suspension of VIL service which may be due to various reasons such as non-payment of bill, loss of SIM, unsatisfactory credit verification etc., Device Security will remain active in your account for a period of 60 days from the date of such suspension and you will be charged for the service (in case of paid subscription). If VIL service is not restored in 30 days, your Device Security subscription will be deactivated permanently and you will cease to avail the Product. Deactivated subscription of Device Security may be restarted only by way of fresh registration after VIL services have been restored on the device.

- o. In case of any deactivation of VIL services which may be due to mobile number portability option chosen by subscriber, or when the customer wants a movement from Idea postpaid to Idea prepaid connection etc., Device Security subscription will deactivate immediately on the date of deactivation of SIM Card and you will cease to avail the Device Security services on immediate basis.
- p. You acknowledge that from time to time, the availability of the application software may be limited due to maintenance, upgrade or other technical reasons as relevant.
- q. Smartphone users acknowledge that they may from time to time receive upgraded versions of the application software, to which these terms and conditions will apply. Normal data charges as per your network tariff plan will apply when downloading the updated application.
- r. This Product is provided on an "as is- as available" basis and no guarantee, warranty or representation is made regarding the merchantability or fitness of the Product for any purpose. Further, no guarantee, warranty or representation is made as to the Product being error free or continuously available. Consequently, VIL shall not be liable for any claim regarding the availability (or lack thereof) of the Product and/or the bandwidth/ speed available. To the maximum extent permitted by applicable law, in no event shall We or Our subsidiaries and affiliates, and their respective officers, directors, owners, agents, employees, representatives and licensors be liable for any special, incidental, indirect, consequential, punitive or exemplary losses or damages whatsoever or for loss of profits (including, without limitation, damages for loss of revenue, loss of data, failure to realize expected savings, interruption of activities, loss of privacy, corruption or loss of data, failure to receive or backup your data (or archived data) or any other pecuniary or economic loss) and whether arising from breach of contract, damages (including negligence), strict liability or otherwise, arising out of the use of or inability to use the Product.
- s. VIL may in our sole discretion amend these Terms and Conditions from time to time without any prior notice. Such change shall be notified on the website www.vodafoneidea.com. Your use of the Product after such notice of any change shall be deemed to be your acceptance to such amended Terms and Conditions.
- t. 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 VIL 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 Product.
- u. 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.
- v. VIL may with or without cause immediately terminate these Terms or terminate the Product at any time for any reason without notice, and deny you access to any Services in its sole discretion.

2. Free Subscription Period:

Free Subscription will vary basis customers plan and current IPS subscription. Below are the details:

- Nirvana Individual Plan (4.0) & Nirvana Family Plans:-

Customers on Nirvana plans with 399 and above rental (plan codes mentioned below) will get Idea Phone Secure subscription free for 12 months. After 12 months, subscription will expire unless customer has registered new device in which case, chargeable subscription will start till the new subscription expiry.

Plan Codes with Free Idea Phone Secure subscription for 12 months:

NAT_BP_200172	Nirvana 399
NAT_BP_200173	Nirvana 499
NAT_BP_200175	Nirvana 999
NAT_BP_200176	Nirvana 1299
NAT_BP_200252	Nirvana Family 598
NAT_BP_200255	Nirvana Family 749
NAT_BP_200256	Nirvana Family 899
NAT_BP_200253	Nirvana Family 999

- Old Nirvana Plans with either 4 months or 12 months free Idea Phone Secure (IPS) subscription bundled:-

Plans applicable:

Plan Code	IPS Free Period	Plan Name new
NAT_BP_200067	4M	Nirvana 499 OLD
NAT_BP_200068	4M	Nirvana 649 OLD
NAT_BP_200069	4M	Nirvana 999 OLD
NAT_BP_200072	4M	Nirvana 1299 OLD
NAT_BP_200073	4M	Nirvana 1699 OLD
NAT_BP_200074	4M	Nirvana 1999 OLD
NAT_BP_200075	12M	Nirvana 2999 OLD
NAT_BP_200080	4M	Nirvana 799
NAT_BP_200082	4M	Nirvana 1199
NAT_BP_200094	4M	Nirvana Enterprise Child Plan 3
NAT_BP_200095	4M	Nirvana Enterprise Child Plan 4

- IPS subscription Active: If IPS is already subscribed then the subscription shall continue as per the current T&C's until expiry.
 - IPS subscription not Active till the Launch of new IPS: If IPS is not yet subscribed and customer is opting for subscription after the launch of new IPS then the new T&C's and policy shall apply and customer will get 12 months free IPS subscription.
3. Free subscription period will start only after the customer is on the eligible plans and successfully registers & subscribes for Device Security Solution on Idea Phone Secure App. Customers can download the Idea Phone Secure App from My Idea App/Google Play Store/ App Store
 4. Subscription Charges:

- a. Rs. 60/- per month, i.e. Rs. 720/- is the annual subscription fee for Idea Phone Secure. These charges will be added to your monthly bill, for a period of 12 months from registration.
 - b. There are monthly, quarterly, bi-yearly and yearly payment options available.
5. If you are on Nirvana - Peace of Mind Plan, then you will get free subscription period as per plan eligibility. Free subscription and its validity varies depending upon the Nirvana plan rental. Pls refer the above section for Free Subscription period.
6. Plan Change Scenario's:
 - a. In case customer changes his plan and he has not yet raised the claim:
 - Customer migrates from Old Nirvana (4mths/12mths) to New Nirvana 499 and above plans: The existing subscription will continue as per the free period of the old Nirvana plan (4months/12months) and after the free period Rs. 60/months will be charged. Communication regarding this will be sent to customer via SMS and App Pop-up message.
 - Customer migrates from Old Nirvana (4mths/12mths) to any plan where there is no free IPS subscription: The existing subscription will continue and will become chargeable at the rate of Rs. 60/mth. Communication regarding this will be sent to customer via SMS.
 - Customer is on IPS paid subscription (old) and migrates his plan to New Nirvana 499 and above plans: The existing chargeable subscription will continue as is. Communication regarding this will be sent to customer via SMS and App Pop-up message.
 - Customer is on IPS paid subscription (old) and migrates to any plan where there is no free IPS subscription: The existing subscription will continue as is till the expiry.
 - Customer is on New Nirvana 499 and above plan with the free 12 months new IPS subscription and migrates to any other new Nirvana plan above 499 rental: Customers current 12mths subscription will continue till expiry.
 - Customer is on New Nirvana 499 and above plan with the free 12 months new IPS subscription and migrates to any plan where there is no free IPS subscription: Customers current subscription will be deactivated. Communication regarding this will be sent to customer via SMS.
 - Customer is on IPS paid subscription (new) and migrates his plan to New Nirvana 499 and above plans: Customers current IPS subscription will now become free till the time customer is on the Nirvana 499 and above plans.
 - Customer is on IPS paid subscription (new) and migrates to any plan where there is no free IPS subscription: The existing subscription will continue as is till the expiry.
 - b. For all the above scenario's if the claim is raised by the customer then the existing subscription will continue as is till its expiry.
7. In case of paid subscription, whenever customer claims for handset damage then he will be charged total subscription amount for remaining chargeable months immediately in the next bill and further monthly charging will discontinue.
8. In case you buy a new handset or change your handset your previous subscription will be discontinued, you need to register the new device for Idea Phone Secure. Your subscription period will be restarted but charging would remain free only for the remaining months as listed in plan. However, if you would have claimed insurance on old device even once, then for new device, subscription will start with monthly fees @Rs.60 for 12 months without any discount period. Note: - After the launch of new

version of IPS any subscription taken will be on the new policy and new T&C. You can secure a device of any value. However, Idea Phone Secure provides a maximum cover of Rs. 35,000/- subject to the depreciated value of phone at the time of claim.

9. Customer contribution at the time of claim – Rs. 500 or 10% of claim value (whichever is higher)
10. Customer can raise maximum 2 claims during your membership tenure as per the Terms & Condition of the plan, provided your 1st claim is not a total loss or BER (Beyond Economic Repair) claim. The details provided by the customer at the time of registration will be treated as final and at the time of claim, the documents should match the declared details for successful processing of claim. In case of any mismatch the claim will not be processed.
11. For detailed terms and conditions governing the use of Idea Phone Secure Application Software, please refer to the Idea Phone Secure App.

II. Infotainment Apps: Idea Movies and Live TV

1. Validity, opt-out and plan migration:
 - a) Your access to Idea Movies & TV will be valid from the date of activation of Plan regardless of the day you start using any / all of the apps
 - b) Your access to Idea Movies & TV app will be available for free only for 12 months from the date of activation of Plan.
 - c) Once your 12 months of free access to Infotainment Apps has ended or if you opt out of the plan before the end of 12 months from date of activation, one of the following will happen to your access to Infotainment apps. This will depend on the choice you would have made at the time of first use of any / all of the Infotainment apps:
 - i. If you have consented to opt for paid subscription to any / all of the Infotainment Apps, you will be charged as per the consent provided.
 - ii. The following subscription charges will be applied for Infotainment Apps:
 - Idea Movies & Live TV – Rs. 49 per month
 - d) These monthly subscriptions are renewed automatically every month. If VIL decides to increase the subscription pricing of any of these apps, VIL take your explicit consent before charging you at the increased price.
 - e) If you have not consented to opt for paid subscription to any one or all of the Infotainment Apps, you may be presented with a consent screen to renew your subscription and charged as per the then prevailing rates for the respective app. In case you decide not to opt for paid subscription in this case too, your access to the app will be terminated OR you may be offered free access (in case there is a free tier available)
2. If you migrate between plans, your access to the apps will be based on the rules of the new plan in which you have migrated into.
3. If you are existing customers of Idea Movies &TV (Paid Subscription) and decide to enroll yourself into this plan before the end of your paid subscription cycle for Idea Movies, you will forfeit the remaining period of your paid subscription.
4. Access to content within Infotainment Apps:
 - a) Please note that while Idea Infotainment Apps allow you access to some of the most sought after entertainment content, you may not get access to all the content in an individual Infotainment App.
 - b) Vodafone Idea Limited reserves the right to change content within apps or discontinue any one or all of the Infotainment App services without prior notice to you.

III. "IDEA REWARDS" (only for Nirvana 4.0 plans)

A. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

1. During the Offer Period, Eligible Subscribers shall receive free discount e-vouchers every month equivalent to Eligible Subscriber's monthly Nirvana 4.0 Plan rental + Rs.1/- under Idea Rewards.
2. Vodafone Idea Limited (VIL) shall be entitled to modify such list from time to time. Please note that the list of NIRVANA Plans is indicative and you agree that the terms and conditions of NIRVANA Plans available in VIL website shall be additionally applicable to this Offer.
3. Mode to avail the Offer: Offers can be availed only through My Idea App (MIA)
4. In MIA, an Eligible Subscriber can see a banner to avail free Idea Rewards, Upon clicking on the Idea Rewards Banner, it will lead the Eligible Subscriber to Idea Rewards page hosted by Mydala.
5. Once the Eligible Subscriber selects an e- voucher and confirms to proceed, the Eligible Subscriber will get a confirmation on the MIA and a confirmation SMS on Eligible Subscriber's Nirvana Postpaid number with e-voucher code, validity, deal specific terms and conditions if any. Such third party e-vouchers shall be governed by the terms and conditions of the respective third party provider. VIL is neither responsible nor guarantee the quality or functionality of the e-vouchers nor are they liable for any defect or deficiency of goods or services so obtained or availed, by the Eligible Subscribers under this Offer.
6. At the time of redemption, once the voucher is selected, the amount equivalent to selected voucher/vouchers will be deducted from Idea Rewards wallet.
7. Maximum limit to avail and redeem e-vouchers in a month is equal to monthly rental + 1Rs (e.g. customer on NIRVANA 399 plan avail and/or redeem e-vouchers worth Rs400/-).
8. These e- vouchers are applicable for limited brands for shopping, food, entertainment etc.
9. E-vouchers are powered by third party provider Mydala. Eligible Subscribers can redeem these vouchers at the Mydala site/app or physical outlets, as applicable. VIL does not take any responsibility or any liability of any third party product(s) or service(s) and the vouchers. Any queries, complaints or dispute shall be addressed by the respective third party product or service provider. VIL shall not entertain any queries, complaints or dispute related to such third party product or service.
10. Rewards wallet it will be refreshed to current plan rental on 1st of every month irrespective of bill cycle
11. Every deal is attributed a fixed value (E.g. Rs50, Rs100 and so on from Mydala platform) and accordingly wallet is deducted
12. In the event an Eligible Subscriber change the current Nirvana plan, Eligible Subscriber's wallet value will change >> become zero and in case of movement out of Eligible Nirvana Plans or Prepaid, or change as per current plan rental in-case of movement to another eligible Nirvana 4.0 plan
13. **Eligibility duration** - A Subscriber is eligible for (shown on above channels) the Offer, either only for the same day or the validity explicitly mentioned on the above channel in offer description. Subscribers shall be responsible to check the offer again, if they are recharging with the Offer at later time and date.
14. **Benefit/Reward** – Reward mentioned in the offer can be credited to the Eligible Subscriber's account simultaneously or in parts, depending upon the product type. But, all rewards would

be credited to Subscriber account within 30 mins, or the time stated in Offer description as provided on any of the channels described above in clause C (1), whichever is higher.

B. OFFER PERIOD

- a. This Offer shall be available from 25th Sep 2018, 00:00:01 hrs until further notice to be announced by VIL.
- b. VIL reserves the right to extend or shorten the Offer Period, as it deems fit.

C. OFFER AREA

- a. The Offer is valid in select Indian telecom service areas as mentioned in the annexure A. All VIL telecom service areas within the geographical limits of India as appropriately captured in Annexure A.
- b. 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 VIL in this regard.

D. MODIFICATION OF OFFER

- a. VIL 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 VIL modify these Terms, the modified terms will be posted on www.ideacellular.com. 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.

E. WITHDRAWAL OF OFFER

- a. 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 Subscribers availing this Offer.

F. 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. VIL shall not be responsible for any loss, injury or any other liability to any Subscriber arising due to participation in the Offer.

- b. 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 Winner or any participant or third party, in connection with the Offer or arising otherwise.
- c. 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.
- 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. VIL will not have any responsibility related to the same and will not entertain any query or complaint of the participants.
- e. 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 Subscriber in breach.

G. GENERAL

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. 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.
- c. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL.
- d. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- e. 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.
- f. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.

- g. 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.
- h. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
 - i. This Offer may contain factual references to the names of certain companies, products and individuals. VIL makes no representation of having a business relationship or tie up with any such companies, products or individuals. All trade names shall continue to remain owned by their respective Owners. 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.ideacellular.com/privacy-policy>
 - j. 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 third party content providers for availing relevant contents.
 - k. 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.

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.

Annexure A

Circles	Eligible
Delhi	Yes
Punjab	Yes
Haryana	Yes
Uttar Pradesh East	Yes
Uttar Pradesh West	Yes
Himachal Pradesh	Yes
Jammu Kashmir	Yes
Kolkata	Yes
West Bengal	Yes
Bihar	Yes
Orissa	Yes
NE	Yes
MP	Yes
Assam	Yes
Rajasthan	Yes
Gujarat	Yes
Maharashtra & Goa	Yes
Andhra Pradesh	Yes
Karnataka	Yes
Kerala	Yes
Tamil Nadu	Yes
Mumbai	Yes

IV “Amazon Prime for Nirvana user on Idea Movies & TV”

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 IDEA/VIL**”) NIRVANA POST PAID SUBSCRIBERS, DEFINED BELOW, PARTICIPATING IN THE OFFER KNOWN AS “**Amazon Prime Membership for Nirvana user on Idea Movies & TV**” (“Offer”) DURING THE OFFER PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE AVAILING THIS OFFER. BY AVAILING 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 AVAIL 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

“Subscriber” shall mean the rightful user of the VIL mobile connection who is on NIRVANA 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 take the necessary permission from the employer to use the number for subscribing for this Offer and accept the terms applicable herein.

“Active Subscriber” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of VIL on a regular basis for purposes other than to participate in any offer or contest offered by VIL.

“Eligible Subscriber” shall mean an Active Subscriber of VIL who has subscribed to Idea Nirvana plan as mentioned under Annexure B (Eligible Plans). An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–

- i. Subscriber must be of at least 18 years of age;
- ii. Subscriber must be an Indian citizen belonging to any one of the telecom Circles of VIL
- iii. Subscriber must not have been subject of any criminal proceeding;
- iv. Subscriber must not - be of an unsound mind;

- v. 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.
- vi. Subscriber must have a subscription of Idea NIRVANA post-paid plans as mentioned under **Annexure B** below in order to avail this Offer.
- vii. Subscriber must not be an existing Amazon Prime membership during the Offer Period; and
- viii. Subscriber agree to the Amazon Prime membership terms and conditions in addition to the offer terms and conditions available at www.amazon.in/primeterms and such other VIL terms and conditions applicable from time to time.

C. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS

- a. Download Idea Movies & TV app from and click on the Idea – Amazon offer banner to start registration process. For details please visit Idea website www.ideacellular.com/amazonprime -
- b. *“The Offer of 12 months Amazon Prime Membership to one MSISDN from the date of activation at no additional charges is provided by “Amazon” to Eligible Subscribers.”*
- c. This Offer is applicable only one (1) time for one (1) MSISDN. The Offer cannot be availed for more than one (1) time on the same single MSISDN on which the Offer has been availed.
- d. In event of voluntary or involuntary deactivation of the Offer, Eligible Subscriber will not be able to avail the Offer again.
- e. The Offer is available only for Eligible Subscribers who have subscribed for any of the following Nirvana post-paid plans as mentioned in Annexure B herein (“Eligible Plans”):
- f. Please note that the list of Nirvana Plans are indicative and VIL shall be entitled to modify such list from time to time. You agree that the terms and conditions of Nirvana Plans available in VIL website shall be additionally applicable to this Offer.
- g. Offer is NOT available for existing Prime members.
- h. Unless the Eligible Subscribers deactivate the Amazon Prime Membership by placing a request to Idea, Nirvana Eligible Subscribers will be charged at prevailing rates of Amazon Prime membership that is reflected on amazon.in, post expiry of the Offer Benefit Period and Vodafone Idea shall not be responsible for any refund of any nature whatsoever.
- i. Post expiry of Offer Benefit Period, if the Amazon Prime membership is renewed at prevailing rates of Amazon Prime membership, in such cases the Amazon Prime membership will not be cancelled on moving out of Idea Nirvana post-paid plan or VIL network.
- j. The communication of expiry of the Amazon Prime Membership will be sent to the Subscribers 3 days before expiry
- k. This Offer is valid ONLY ON the ‘Eligible Plans’ (as mentioned in **Annexure B**).
- l. The Eligible Subscriber should read, understand and accept the terms and conditions put on the Amazon.in website/app. Any personal information that Eligible Subscriber shares towards availing the Amazon Prime Membership, shall be at his sole discretion.

- m. VIL does not take any responsibility or liability with respect to the fulfilment of the Amazon Prime Membership benefits.
- n. VIL does not take any responsibility or any liability of any third party/Amazon product or services under Amazon Prime Membership.
- o. For any queries with regard to Amazon Prime membership benefits kindly visit amazon.in.

Restriction: :

- Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer benefit;
- Offer is non-transferable to any third party.
- The Offer shall be DISCONNECTED if the Eligible Subscriber during the Offer Benefit Period :
 - Moves out of VIL home network;
 - Subscribes to a different post-paid plan outside the Eligible Nirvana Plans (refer **Annexure B**)
 - Shifts subscription to a prepaid plan
 - Deactivates his VIL connection and ports out to another telecom operator

D. OFFER PERIOD

- c. This is a limited period offer by VIL Limited, available from 14 March, 2019, 00:00:01 hrs. till14...March...2020, 23:59:59 hrs., both days inclusive (“**Offer Period**”);
- d. Vodafone Idea Limited reserves the right to extend or shorten the Offer Period, as it deems fit.

E. OFFER AREA

- a. The Offer is valid in all telecom service areas as mentioned in the **Annexure A**. All VIL telecom service areas within the geographical limits of India as appropriately captured in **Annexure A**.
- b. Notwithstanding the foregoing, if the operation of or availing 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 this Offer. Vodafone Idea Ltd reserves the right to cancel the availed offer and no further notice shall be given by VIL or Amazon in this regard.

F. MODIFICATION OF OFFER

- a. VIL and the Amazon 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 these Terms are modified, the modified terms will be posted on www.ideacellular.com. You are therefore advised to check this Website or website of Amazon 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 the Offer. Your continued participation in the Offer will constitute your acceptance of the latest revised Terms and Conditions.

G. **WITHDRAWAL OF OFFER**

a. VIL or the Amazon reserve 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 Subscribers availing this Offer.

H. **DISCLAIMERS**

- g. You agree that this Offer is being made purely on a “best endeavor” 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 availing of the Offer.
- h. 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/ telecom services/ Amazon Prime Membership benefits and/or any delay or failure to avail the Offer/ telecom services/ Amazon Prime Membership benefits 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 Winner or any participant or third party, in connection with the Offer or arising otherwise.
- i. 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.
- j. The Subscribers shall escalate to the Organiser any claims, issues, damages or losses with regards to the quality or functionality with regards to Amazon Prime membership. VIL will not have any responsibility related to the same and will not support any query or complaint of the participants.

- k. VIL has no liability against any claims arising out of or in connection with the use of the Amazon Prime 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 Amazon Prime membership or the Amazon Prime content.
- l. 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 Subscriber in breach.

H. GENERAL

- a. This Offer cannot be used in conjunction with any other alternative offer or promotion of a similar nature.
- b. 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.
- c. This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL
- d. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- e. 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.
- f. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- g. 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.
- h. Subscriber may contact the customer care regarding any queries, complaints, disputes pertaining to the Offer.
- i. 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 or receive relevant offer and marketing communications. Your personal information will be stored and processed in accordance with VIL's Privacy Policy which is available at <https://www.ideacellular.com/privacy-policy>.
- j. 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 the Amazon or any third party under this Offer.
- k. 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.

- l. 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.
- m. T&C of VIL and Amazon shall apply. Please visit www.vodafone.in for VIL T&C. VIL shall not be responsible for third party offers, products and services offered on amazon.in/ Amazon Prime Membership/ Amazon Prime Membership Benefit

Annexure A

Circles	Eligible
Delhi	Yes
Punjab	Yes
Haryana	Yes
Uttar Pradesh East	Yes
Uttar Pradesh West	Yes
Himachal Pradesh	Yes
Jammu Kashmir	Yes
Kolkata	Yes
West Bengal	Yes
Bihar	Yes
Orissa	Yes
NE	Yes
MP	Yes
Assam	Yes
Rajasthan	Yes
Gujarat	Yes
Maharashtra & Goa	Yes
Andhra Pradesh	Yes
Karnataka	Yes
Kerala	Yes
Tamil Nadu	Yes
Mumbai	Yes

Annexure B

ELIGIBLE PLANS	NAME	TYPE
NAT_BP_200067	Nirvana 499 OLD	499
NAT_BP_200068	Nirvana 649 OLD	649
NAT_BP_200069	Nirvana 999 OLD	999
NAT_BP_200072	Nirvana 1299 OLD	1299
NAT_BP_200073	Nirvana 1699 OLD	1699
NAT_BP_200074	Nirvana 1999 OLD	1999
NAT_BP_200075	Nirvana 2999 OLD	2999
NAT_BP_200173	Nirvana 499	499

NAT_BP_200175	Nirvana 999	999
NAT_BP_200176	Nirvana 1299	1299
NAT_BP_200181	Nirvana 649	649
NAT_BP_200252	Nirvana Family 598	598
NAT_BP_200255	Nirvana Family 749	749
NAT_BP_200256	Nirvana Family 899	899
NAT_BP_200253	Nirvana Family 999	999