

TERMS AND CONDITIONS GOVERNING THE OFFER

"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

- a. "**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.
- b. "**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.
- c. "**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. The detailed terms and conditions regarding the offer and Amazon Prime Membership are available at _____."*
- 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 Idea 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 website/app. Any personal information that Eligible Subscriber shares towards availing the Amazon Prime Membership, shall be at his sole discretion and VIL shall not be liable for any use of Eligible Subscriber's information by Amazon.
- 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 kindly visit amazon.in.

Restriction: :

- a. Offer is not redeemable or refundable for cash, and cannot be exchanged against any other offer benefit;
- b. Offer is non-transferable to any third party.
- c. The Offer shall be DISCONNECTED if the Eligible Subscriber during the Offer Benefit Period :
- Moves out of Idea 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 Idea connection and ports out to another telecom operator

D. OFFER PERIOD

- a. 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**");
- b. 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.idealcellular.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

- d. 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

- 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 availing of 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/ 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.
- 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. 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.
- e. 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.

- f. 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.

I. 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 Benefit

Annexure A

Name of Vodafone Entity	Respective Circles in which they operate	Eligible
Vodafone Idea Limited	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
	Andra Pradesh	Yes
	Karnataka	Yes
	Kerala	Yes
	Tamil Nadu	Yes
VODAFONE IDEA LIMITED	Mumbai	Yes

Annexure B

ELIGIBLE PLANS	PART_NUM	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_200172	Nirvana 399	399
	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_200065	Nirvana 389	389