

## **Terms & Conditions**

VODAFONE INDIA LIMITED, VODAFONE MOBILE SERVICES LIMITED, VODAFONE WEST LIMITED, VODAFONE EAST LIMITED, VODAFONE SOUTH LIMITED, VODAFONE DIGILINK LIMITED, VODAFONE CELLULAR LIMITED & VODAFONE SPACETEL LIMITED (hereinafter referred to as “VODAFONE INDIA”). THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ELIGIBLE SUBSCRIBER/s OF VODAFONE INDIA EITHER FOR POST PAID & / OR PREPAID SUBSCRIBERS SUBSCRIBING AND AVAILING THE TRIAL PACKS FOR 2G/3G FROM ACROSS INDIA DURING THE PERIOD 7<sup>th</sup> April, 2013 to 26<sup>th</sup> May 2013 (BOTH DAYS INCLUSIVE) AND SHALL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS OF THE OFFER:

1. By registering for the Trial Packs for either 2G or 3G (hereinafter “Offer”) the Eligible Prepaid Subscriber and/or Eligible Postpaid Subscriber (“Eligible Subscriber”) acknowledges that they have read and understood and accept the full set of Terms & Conditions set forth.
2. A “Subscriber” shall mean: (i) the rightful user of the mobile connection who is either on prepaid or postpaid subscription, in whose name the mobile phone number (MSISDN) is registered with VODAFONE INDIA. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein.
3. VODAFONE INDIA brings an Offer for: (i) active and valid VODAFONE INDIA prepaid Subscribers, who are currently on 2G network (“Eligible Prepaid Subscriber/s”) and the said prepaid Subscriber/s has not subscribed to any 3G data plan on the said active MSISDN; valid from 7<sup>th</sup> April 2013 till 26<sup>th</sup> May 2013 (both days inclusive) (“Offer Period”), or (ii) for active and valid

VODAFONE INDIA postpaid Subscribers, who are currently on 2G network (“Eligible Postpaid Subscriber/s”) and the said postpaid Subscriber/s have not subscribed to any 3G data plan on the said active MSISDN; valid from the Offer Period, or (iii) is a Subscriber who is not subscribed to a mobile internet data pack.

4. The usage of the Trial packs is only available on Vodafone India network.
5. The Offer for Eligible Prepaid Subscribers who has activated: (i) a 2G Trial Pack by paying Rs. 25 will be entitled to 500 MB of data usage with a validity of 7 days, or (ii) a 3G Trial Pack by paying Rs. 49 will be entitled to 500 MB of data usage with a validity of 7 days from the date of activating the Offer. The Eligible Prepaid Subscriber would only be charged for data usage in excess of 500 MB data usage or has completed the validity period whichever is earlier, at 10p/10KB on 2G and 2p/10KB on 3G. The Offer for Eligible Postpaid Subscribers who has activated: (i) a 2G Trial Pack by paying Rs. 25 will be entitled to 500 MB of data usage with a validity of 7 days of activating the Offer. Post consumption of 500MB or validity whichever is earlier, the Eligible Postpaid Subscriber will be charged at 10p/10KB on 2G, or (ii) a 3G Trial Pack by paying Rs. 49 will be entitled to 500 MB of data usage with a validity of 7 days from the date of activating the Offer. Post consumption of 500MB or validity whichever is earlier, the Eligible Postpaid Subscriber will be charged at 2p/10KB on 2G and 3G or as per the subscriber’s regular data plan. (Trial packs in postpaid will only be available across Vodafone India network in India except Rajasthan, Bihar, Haryana and Odisha, ).
6. The 3G trial Offer can be availed on 3G where the 3G Network is available in the respective Vodafone India telecom circles in India and/or in other areas it would be on 2G / GPRS / EDGE in non-3G network circles in India. Not applicable in ICR circles: Assam, Andhra Pradesh, Bihar, Himachal Pradesh, Jammu & Kashmir, Karnataka, Kerala, Madhya Pradesh, North East, Rajasthan and UP (west) circles.

7. **Offer Description:** To avail this Offer an Eligible Subscriber shall send TRY to 111 and 2G or 3G trial pack will be recommended based on the device being 3G/2G compatible\*. The 3G or 2G trial pack recommendation is subject to the updates about the device in our system as 3G or 2G. Existing 3G data pack Subscriber/s will not be eligible for 2G or 3G trial pack and Eligible Subscriber/s by agreeing to the terms and conditions stated herein acknowledges that this is a one-time Offer and could not be renewed or refilled or recharged once availed. Vodafone does not guarantee coverage check under this offer and a customer could be recommended for a 3G pack while being in a 2G area.
8. **\*Mobile Handset Support:** Eligible Subscriber acknowledges that the device check that happens is not 100% accurate .The recommendation based on the type of device could be wrong if the device is not identified as 2G/3G device by the system. An Eligible Subscriber having HSPA handset will be recommended a 3G trial pack and others will be recommended a 2G trial pack. Eligible Subscriber having Non-HSPA handset and active on 2G internet pack will not be eligible for a 2G trial pack. In case of an Eligible Subscriber having HSPA handset and active on a 2G internet pack will only be eligible for 3G trial pack. A subscriber who has subscribed to 2G trial pack can subscribe to a 3G trial pack. A subscriber who has activated 3G trial pack cannot subscribe to a 2G trial pack. 3G experiences on 3G trial pack is subject to 3G coverage availability and device compatibility.
9. **Commencement Date of offer:** Your subscription to the offer commences on the date you receive the confirmation SMS that your 2G/3G trail pack has been activated.
10. **Availability of Offer:** 3G experiences on 3G Trial Pack is subject to 3G coverage availability and device compatibility. 2G and 3G trial packs are not applicable for 3G pack users. 2G trial pack is not applicable for 2G pack users. The eligible prepaid subscribr if active on a 2G pack before activating 3G trial pack, the existing 2G pack will be forfeited. Users will be provided

with the best available network and Vodafone does not guarantee the Speed levels.

11. **Service Suspension:** VODAFONE INDIA reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify these Terms & Conditions of the Offer or any part thereof 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 and the same shall be binding on the Prepaid Subscribers and/or Post Paid Subscribers availing this Offer.
12. **Disclaimer of liabilities:** You agree not to hold VODAFONE INDIA liable for any direct/consequential losses arising directly or indirectly due to either subscription of the offer or arising otherwise.
13. **Indemnity** – Eligible Subscriber shall indemnify VODAFONE INDIA against all actual claims, liabilities, expenses, costs, loss or damage of whatsoever nature, arising out of or in connection with the breach of these terms and those terms agreed by the Eligible Subscriber in the Customer Application Form ('CAF') / Customer Information Form ('CIF'). In case there are any points or clauses stated herein that contradicts those specifically agreed in the CAF / CIF, then the terms stated in the CAF / CIF shall prevail.
14. **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.

\* Vodafone India does not guarantee the 100% accurate recommendation based on the system check.