

“AIRCEL LAVA Handset Cashback offer”

Terms & Conditions

The Offer "**Aircel LAVA Cashback**" (hereinafter referred to as '**Offer**') is open to all valid Prepaid Subscriber of Aircel Ltd. and Dishnet Wireless Ltd. (hereinafter collectively referred to as "Aircel"), a company having their registered office at Opus Centre, 47, Central Road, Opposite Tunga Paradise, MIDC, Andheri East, Mumbai City – 400093, Maharashtra (here in after referred to as "**Operator**"). These Terms and Conditions contained herein govern the terms of participation in the Offer. Subscribers entering the said Offer shall be deemed to have accepted these Terms and Conditions.

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

Offer Period

This is a limited quantity offer applicable for select handsets of LAVA. The Offer will be valid till the stock lasts. The offer will start on 15th day of Sept, 2017 at 00:00:00 hrs and end till the stock lasts (hereinafter "Offer Period").

Offer Procedure and Eligibility

1. All valid prepaid Aircel subscribers will be eligible for the offer. (hereinafter referred to as **Eligible Subscriber**”).
2. A customer needs to activate an Aircel SIM on the identified Lava handsets with a market FR and subsequently recharge with RC 153 to become eligible for the offer.
3. Eligible Subscriber must be either an active existing or new valid prepaid subscriber of Service during the Offer Period
4. The customers who buy the select LAVA devices and use Aircel services will be eligible for a Cashback worth Rs. 850 post 24 months of purchasing the device and start of Aircel services on the same device.
5. The Eligible Subscriber will get Rs. 850 cash back through RTGS in customer's post minimum 24 months period in customer bank account, provided the following two conditions are met:
 - a) Customer has done minimum 24 recharges of RC 153 over 30 months from the date of activation of Aircel services on the said Lava handset.
 - b) 6 months' grace period is being provided to users to do 24 recharges. As a result of this grace period, customers can claim cash back upto 30 months as stated in point 4a above.

6. To avail the cashback from Aircel post the minimum stated period, the customer will need to visit any of the Aircel Stores or Aircel circle/zonal office.
7. Customer needs to submit a valid ID proof, PAN card, Aadhar card and a cancelled cheque of the bank account where the cash back is to be credited along with the form for cashback.
8. Customer to apply for the cash-back within 24-30 months of activating Aircel services on the LAVA device. Any request post this period shall be denied and amount will be forfeited.

Terms and Conditions

1. Aircel shall in no way be liable for inability of the Eligible Subscriber to use the Data or voice services on any other access providers' network except that of Aircel connection. The terms of use of the Aircel network shall also be binding on the Eligible Subscriber over and above the terms of this Offer and the Aircel bill payment rules.
2. Aircel offers no guarantee or warranty in relation to opportunity for this Offer. All decisions of Aircel in relation to Offer shall be final and binding upon Eligible Subscriber.
3. Aircel reserves the right to stop the Offer at any time and / or change, modify, withdraw, or extend the Offer without any prior notice and no correspondence in this regard shall be entertained. Aircel reserves the right to withdraw/change/ modify the content and the Terms and Conditions at its own discretion and without any prior notice and / or assigning any reason. Therefore, Eligible Subscribers are advised to regularly check for any amendment(s) or update(s) of the terms and conditions on www.aircel.com, m.aircel.com. Aircel reserves the right to withdraw from the Offer at its own discretion and without any prior notice and / or assigning any reason. In case Aircel is withdrawing the Offer All applicable government taxes/duties are to be borne by the Eligible Subscriber.
4. No correspondence shall be entertained with regard to the Offer.
5. The employees of Aircel or any associated companies including distributors, franchisees, vendors and members of their immediate family will not be eligible to participate in the Offer.
6. Aircel shall not be responsible for any loss or damage that occurs to any Eligible Subscriber or any of their designated nominee(s) due to participation into this Offer.
7. The Eligible Subscriber expressly agree and acknowledge that all information submitted by him/her, is true, current and complete.
8. Offer shall be subject to the laws of India. All or any dispute arising hereof between Aircel and Eligible Subscriber shall be subject to the Courts having jurisdiction in Gurgaon (Haryana).
9. Any erroneous details provided by the customers may lead to cancellation or forfeiture of the cash back at Aircel's discretion.
10. Aircel or its directors / officers will in no way be responsible for circumstances beyond its control, which hinder the completion of the Offer. Aircel shall not be liable for any failure to perform any or all of its obligations hereunder due to or attributable to acts, events, omissions or accidents beyond the reasonable control of the Aircel, including act of God, fire, lockout, strike or other official labor dispute, union problem, riot or civil commotion, terrorism, satellite

failure, failure of technical facilities not within the reasonable control of Aircel, act of public enemy, enactment, rule or order or act of government, such act or event being deemed an event of Force Majeure.

11. Aircel will in no event be liable for any damages - direct, indirect, special, incidental, or consequential arising out of the Offer.
12. In the event of any discrepancy or inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to promotion these terms and condition shall prevail.
13. If any provision (or any part thereof) of these Terms and Conditions is held by a court/ tribunal of competent jurisdiction to be illegal, invalid or unenforceable, that provision (in whole or part as the case may be) shall be severed and the remaining provisions shall remain in full force and effect.
14. This Offer is subject to guidelines/ directions issued by the Telecom Regulatory Authority of India or any other statutory authority from time to time.
15. Aircel reserves the right, at any time, to unconditionally unsubscribe any Eligible Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Offer. Failure by Aircel to enforce any of their rights at any stage does not constitute a waiver of those rights.
16. Any attempt by a Eligible Subscriber to deliberately undermine the legitimate operation of the Offer is a violation of Criminal and Civil Laws and should such an attempt be made, Aircel reserve the right to seek damages from any such Eligible Subscriber to the fullest extent permitted by law.
17. Aircel will not be responsible for handset quality or performance. Customer needs to address all disputes with regards to the device to the OEM.
18. Fair usage policies on the offer will apply as per industry standards on commercial/fair usage consumption. Aircel has the right to change the FUPs without prior notice or intimation.
19. Aircel is not responsible for any commitment made in terms of handset specifications from the OEM.
20. Aircel reserves the rights to change the voice/data/SMS or any other product offering in RC 153 at any time without prior notice.
21. Aircel may, from time to time, keep adding/modifying handsets that are eligible for this offer without prior notice.

*Valid Subscriber means having valid Aircel prepaid cellular mobile telephony services as per Law.

** Active Aircel Subscriber means a subscriber whose Aircel Prepaid mobile number subscription is valid and whose Aircel Prepaid number is active on Aircel's network at the time of the Offer Period.

*** Eligible Subscriber for the purposes of this offer means and includes all valid Aircel Prepaid customers.