

Terms and Conditions for mVisa 50% Additional Balance Offer

(1) **Special Offer:**

- (a) Tata Sky Limited (Tata Sky) has introduced a special offer called the mVisa 50% Additional Balance Offer
- (b) Under this Special Offer any Tata Sky subscriber , who recharge their Tata Sky subscription using mVisa shall get 50% Additional Balance in their Tata Sky account upto a maximum of Rs.200 per user in a single transaction
- (c) Eligible Subscribers shall mean all Tata Sky Subscribers.

(2) **Period:** This Special Offer is only for the period from July 4, 2016 – Dec 31, 2016

(3) **Steps to avail the Offer:** To avail this Special Offer the Eligible Subscriber shall have to follow the following process:

- (a) Scan the QR Code on TV Screen (Press home button on Tata Sky remote and Select ‘Account Summary’) or mytatasky.com, using **Bank of Baroda M CLIP**.
- (b) Post successful transaction Eligible Subscriber will receive transaction confirmation communication from Tata Sky as well as corresponding Bank from which the transaction has been done.
- (c) Eligible Subscribers shall receive Additional balance from Tata Sky into the respective Tata Sky account for which the transaction has been done within 48 hours of successful transaction
- (d) Any query regarding the Additional balance will be entertained by Tata Sky till 31st January, 2017

(4) **Special Conditions:**

- (a) Each Tata Sky subscriber ID can avail the offer three times every calendar month during the offer period
- (b) Max Additional Balance available per Tata Sky Subscriber Id per transaction during the promo period is Rs 200
- (c) This special offer is available only for eligible Tata Sky subscribers who have using Bank of Baroda M CLIP.
- (d) Additional Balance amount shall be credited to respective Tata Sky account for which the recharge has been done

- (e) Offer Valid only for first 40,000 transactions done using mVisa or Dec 31, 2016 whichever is earlier

(5) **General Terms and Conditions:**

- (a) This Special Offer is not redeemable for cash equivalent or any other items/offers.
- (b) This Special Offer cannot be clubbed with any other facility and/or offer made available on www.tatasky.com or Tata Sky Helpline or through an offer.
- (c) In addition to the terms and conditions stated here, the Eligible Subscribers shall be bound by the terms and conditions stipulated in the Hardware Warranty Terms And Conditions, Specific Terms and Conditions of Tata Sky Subscription Contract and/or Specific Terms and Conditions of Tata Sky Subscription Contract for Tata Sky Hardware provided on Entrustment basis and/or Everywhere TV Terms and Conditions and such other documents, all found on the Tata Sky website - www.tatasky.com. The documents referred above will be collectively referred herein as 'Subscription Contract'. In the event of any inconsistencies between the two, the terms of the Subscription Contract shall be binding. These terms and conditions shall not constitute a modification or waiver of any other provision of the Subscription Contract. Terms used herein but not defined shall have the same meaning as assigned to them in the Subscription Contract.
- (d) Tata Sky reserves the right at any time, without prior notice, without assigning any reason and without any liability whatsoever, to add or vary all or any of the terms and conditions or to replace, wholly or in part this promotional scheme or to withdraw it completely or to change the composition of the Special Offer.
- (e) Tata Sky shall not be responsible in case of any network problems such as breakdown of machinery, unclear network, disruption in the network and/or the charges that may be payable by the subscriber to any network operator. Any dispute in connection with the same should be settled between the Eligible Subscribers and the network operator/Banks without involving Tata Sky.
- (f) Tata Sky shall not be responsible for any problems that the Eligible Subscribers may face while transacting with respective Banks mobile applications and any disputes/complaints/grievances should be taken up with and settled with Banks directly.
- (g) Any and all taxes and/or levies applicable in relation to the Special Offer shall be solely borne by the Eligible Subscribers.
- (h) The Eligible Subscriber hereby understands and gives his/ her irrevocable consent to Tata Sky to exchange and/or share the personal information collected by Tata Sky of the Eligible Subscribers with any third party.

- (i) Tata Sky shall not be responsible for printing or typographical errors in any promotional materials; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, mail system, human or other error; or for electronic, computer, or telephonic malfunction or error, including inability to access the Tata Sky website or process any transaction thereon.
- (j) Tata Sky neither warrants nor makes any representations regarding the mVisa 50% Additional Balance offer availed by Eligible Subscriber from Tata Sky. In no event shall Tata Sky be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the services of mVisa; (b) unauthorized access to or alteration of the transmissions or data; (c) any other matter relating to the services offered by mVisa; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the mVisa.
- (k) The subscriber agrees to release, indemnify and hold harmless, Tata Sky, its respective affiliates, its advertising and promotion agencies, and all of its respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions, or any liability of any kind resulting from or arising from your or any third party's use (or misuse) of the Special Offer.
- (l) The terms of the Offer shall be construed in accordance with the laws of India and the courts of New Delhi shall have sole and exclusive jurisdiction to adjudicate and/or settle any disputes in connection with the Special Offer.
- (m) Tata Sky reserves the right to forfeit the Special Offer in the event it is found by Tata Sky that any information provided by the Eligible Subscribers is wrong or any misrepresentation is made by them.
- (n) This Special Offer is subject to force majeure circumstances i.e. Act of God or any other circumstance beyond the control of Tata Sky such as technical failures in the telephone lines, failure of servers or any mistakes arising out of technical snags.
- (o) By availing this Offer, it shall be construed that the subscriber has read, understood, accepted and agreed to abide with all the terms and condition stated hereunder.