

“AIRCEL GOODNIGHTS “
Terms & Conditions

The Offer "**Aircel Goodnights**" (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

The term of the Offer shall be for 2 month. This is a limited period Offer. The Offer would start on 21st day of March, 2017 at 00:00:00 hrs and end on 19th day of May, 2017 at 11:59:59 hrs (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. The Eligible Subscriber will not be charged for 2G/3G Data usage in Aircel Own 3G circles, and for 2G usage in Aircel 2G circles between 3AM-5AM during the Offer Period.
3. There will be a fair usage policy applied for free Data usage on per day basis. Under the fair usage policy, the Eligible Subscriber can use 500 MB Data at 2G/3G speeds on per day basis, beyond which the Data speeds will be throttled. The table below list circle wise offer:

Telecom Circles	Free Data	Free Data Type	Data Speeds (upto)		FUP	Post FUP Speed
			2G (UL/DL)	3G (UL/DL)		
Rest Of Tamil Nadu, Chennai, Kerala, Karnataka, Uttar Pradesh (East), Andhra Pradesh, Orissa, Kolkatta, West Bengal, Punjab, North East, Assam, Bihar, Jammu & Kashmir.	3 AM - 5AM	2G/3G	64/256 kbps	8.64/21Mbps	500 MB/Day	Upto 16kbps
Delhi, Mumbai, Rajasthan, Himachal Pradesh, Maharashtra & Goa,	3 AM - 5AM	2G	64/256 kbps	NA	500 MB/Day	Upto 16kbps

In order to be eligible for this Offer, Aircel Eligible Subscriber must fulfil the following criteria-

- Eligible Subscriber must be either an active existing or new valid prepaid subscriber of Service during the Offer Period.

Terms and Conditions

1. Aircel shall in no way be liable for inability of the Eligible Subscriber to use the Data 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, modifies, 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 Subscriber 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. 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.
10. Aircel will in no event be liable for any damages - direct, indirect, special, incidental, or consequential arising out of the Offer.
11. 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.
12. 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.
13. This Offer is subject to guidelines/ directions issued by the Telecom Regulatory Authority of India or any other statutory authority from time to time.
14. 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.
15. 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.

*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.