

## Vodafone X Top Up Offer Terms

Reviewed 29th June 2020

The following terms and conditions of the Vodafone X Offer (the "Offer") are in addition to and form part of the terms and conditions of the Vodafone Pay As You Go Mobile Telecommunications Service and Vodafone Advantage Plus terms and conditions which are available on [www.vodafone.ie/terms](http://www.vodafone.ie/terms). In the event of any conflict between the terms, the order of precedence shall be as follows: the terms and conditions set out below first, followed by the terms of Advantage Plus tariff and then the Vodafone Pay as you go Mobile Telecommunications Service which are available on [www.vodafone.ie/terms](http://www.vodafone.ie/terms).

1. Eligibility: This Offer is only available to new and existing Vodafone customers that are students or under the age of 25. This Offer has been specifically created for students/under 25s with a valid student card or ID. For age verification purposes you will be asked to provide valid proof of age as Vodafone may require. Student offers are standard practice and are regularly seen across many businesses e.g. student travel cards, retail and cinema discounts.

2. Vodafone reserves the right at its absolute discretion to modify this Offer and to open this Offer to other individuals as and when Vodafone see fit.

3. Offer is available to purchase until the 30 June 2020.

4. When you sign up to the Offer you will be automatically signing up to our Vodafone Advantage Plus tariff and Advantage Plus rates will apply after opt in. For further details of this tariff and rates see terms and conditions on [www.vodafone.ie/terms](http://www.vodafone.ie/terms)

5. When you top up by €20 (inc. VAT) or more in one transaction, €20 (inc. VAT) charge will be debited from your credit and the Offer will activate. This €20 (inc. VAT) charge will apply each time you top up by €20 (inc. VAT) or more in one transaction.

6. The benefits of the Offer will only be applied once you top up by €20 (inc. VAT) or more in one transaction.

7. The benefits associated with this Offer will expire after 4 weeks if unused.

8. If you need to top up again during your 4 weeks Offer period, it is recommended that you top up by less than the minimum amount if you want to retain the Offer benefits for your existing 4 weeks Offer period. (i.e. €5, €10 or €15 top up). A top up by €20 (inc. VAT) or more within an existing four weeks Offer period will activate the Offer and a new four weeks Offer period will reset and any remaining allowances will not carry forward at the time of top up.

9. This Offer is subject to a Fair Usage Policy. Vodafone has developed a threshold for the Vodafone X service which is currently set at 5,000 text messages to any Irish network. Vodafone has also developed a threshold for the Vodafone X Weekend Service whereby from 3pm on Friday to 11.59pm on Sunday the threshold is set at 5,000 text messages to any Irish network, 5,000 minutes to national mobiles and landlines on top of the 100 minutes monthly allocation, 20GB of 4G data per weekend on top of the 30GB monthly data allocation, which in total is up to 100GB of data per 28 days. If Vodafone is of the opinion that the network is being negatively impacted by excessive usage, for commercial purposes and/or fraudulently, Vodafone reserves the right to vary the thresholds for the Vodafone X offers at any time. If Vodafone is of the opinion, that your usage of the Service materially exceeds these thresholds over the applicable 4 weeks Offer period, Vodafone may contact you to advise you that your usage exceeds its Fair Usage Policy. If such excessive usage continues to exceed the above thresholds after receipt of a request to desist from or alter the nature of such usage,

Vodafone reserves the right to charge you for the excessive element of your usage at Vodafone Advantage Plus rates or to suspend, modify or restrict your use of the Service or to withdraw your access to the Offer. Any usage over these limits will be charged at standard Advantage Plus rates. For further details of this tariff and rates see terms and conditions on [www.vodafone.ie/terms](http://www.vodafone.ie/terms).

10. Inclusive calls apply to calls to Irish mobile and landlines in the Rep. Ireland only. Excludes international, premium rate & directory enquiries calls.

11. Inclusive texts apply to texts to Irish mobiles in the Republic of Ireland only. Excludes texts to landlines, international texts, premium rate texts & picture messages.

12. Under EU Roaming regulations you can use your monthly domestic minutes, texts and data allocation while roaming in the EU in the same way you use the allowances domestically. For any other destination the monthly allocations cannot be used while roaming. See our general terms and conditions on [www.vodafone.ie/terms](http://www.vodafone.ie/terms) for more information and limitations.

13. Opting into any other Vodafone offer after signing up to Vodafone X will cancel this offer automatically.

14. Vodafone IOU services are not available on this Offer. A customer will be unable to opt into the Offer if they currently have an IOU service active, a top up will be needed before opt in to clear the outstanding balance. Once opted into the Offer the IOU service will not be available.

15. Access to 4G is strictly subject to a customer's handset 4G capability and 4G network coverage. Connection speeds can vary with local conditions, the number of users in your area, the device you are using, and general internet traffic. To verify 4G coverage in your area please visit [www.vodafone.ie/4g](http://www.vodafone.ie/4g)

16. A reminder will be sent via SMS to customers on the Offer towards the end of the 4 weeks offer period to top up to continue to avail of the Offer. Vodafone does not warrant or represent that it shall send such a reminder and it shall not be responsible for any liability incurred by Customers as a result of its failure to do so.

17. Once you sign up to this Offer, you are giving your consent to Vodafone to contact you regarding changes/enhancements to the Offer and updates while you remain signed up to this Offer.

18. Vodafone reserves the right to withdraw the Offer generally or from any particular Customer at any time and to vary or amend any element of this Offer at any time without further notice.

19. These terms and conditions may be varied or amended by Vodafone for any valid commercial, technical or operational reason.

20. Where applicable, you can find full information on, and our cancellation form for, cooling off rights under the Consumer Information Regulations 2013 in respect of the Offer here: <https://n.vodafone.ie/support/orders.html>.

21. As a Vodafone X customer, you can choose between one of the following offers:

#### **Vodafone X Music - Spotify**

1. Where you have not yet availed of Spotify Premium as part of the Vodafone X tariff you may choose Vodafone X Music, which includes 30GB Data, unlimited any network texts, 100 any network minutes for 4 weeks plus 6 consecutive months Spotify Premium.

2. For the first 6 consecutive months after choosing Vodafone X Music, your music service will be provided subject to the terms and conditions of the Vodafone X Music 6 month Promotion 3. After the 6 consecutive months' you will be opted into a €5 Spotify Premium Add On. Your music service will then be provided subject to the terms and conditions of the Vodafone X Spotify Premium Add-On. The cost of the Add-On is additional to your top up amount.

**Vodafone X Music 6 month Promo** 1. New customers will be eligible for 6 consecutive months free access to Spotify Premium provided you top up by a qualifying amount every 28 days. From sign up to Vodafone X Music with Spotify for the first time you are entitled to 6 consecutive months of Spotify Premium from Day 1 of Spotify Premium activation. If you choose to not activate your Spotify Premium until a later date, please note the expiry date of this offer is 30th July 2020 meaning you will lose any remaining access to 6 months free past this date. For example if you chose not to activate until 30th June 2020 you will only receive 1 month Spotify Premium.

2. Your subscription to Spotify Premium will be by way of Spotify Premium Add On. The music service is provided by Spotify and will then be subject to the Spotify Terms and Conditions.

3. The 6-month term is subject to an active Vodafone X Music offer, which is activated by a qualifying top up amount of €20 or more in one transaction every 4 weeks. If you choose not to activate your offer at any time or for the duration of the initial 6 month period the 6 months Spotify Premium will continue to only apply for the remainder 6 consecutive month term from the original date of activation.

4. If you choose during the initial 6 consecutive month period to move from the Vodafone X music plan to a billpay plan or another network you forgo the right to access the remainder of the 6 month period and the Vodafone X Music Spotify premium access will be removed immediately.

5. Once the 6 consecutive months Spotify premium has ended you will automatically be opted into a €5 charge every 30 days to keep this premium service. This €5 will be automatically charged from your top up balance. The cost of the add-on is additional to your top up amount. We will notify you 7 days prior to the change with instructions if you want to opt out of this automatic roll-over before the free period ends. Opting out will not remove access to the Spotify service before the 6 month period ends. If you do not have €5 credit in your balance within the first 5 days of automatic roll over to the €5 Spotify Premium add on the service will be cancelled. You can choose to opt back in at any time while active on the Vodafone X Music offer.

6. Where you have already availed of Spotify Premium as part of the Vodafone X tariff for more than 6 months you may choose Vodafone X with Spotify Premium, which includes 30GB Data, unlimited any network texts, 100 any network minutes for 4 weeks plus access to Spotify Premium. Your subscription to Spotify Premium will be by way of Spotify Premium Add On which will cost an additional €5. The music service is supplied by Spotify and Spotify Terms and Conditions apply.

7. Where you have already availed of Spotify Premium as part of the Vodafone X tariff and activated your Spotify premium subscription within the last 6 months you will receive the remainder of the 6 month period. Vodafone will notify you accordingly. Once the remainder of the 6 months has ended Vodafone will notify you with an option to opt in to the Vodafone X Music Spotify €5 add on. The cost of the add-on is additional to your top up amount.

#### **Vodafone X Music Spotify €5 add on**

1. If you are a Vodafone X Music customer that has passed their 6 months Spotify Premium period you can purchase Spotify Premium bundle for a monthly charge of €5. If you are a new customer to Vodafone X Music you will be automatically rolled onto the €5 Spotify add on as details above.

2. If you switch to another Vodafone tariff you forgo your right to the Vodafone X Music €5 add on and can choose the standard €8.99 add on.

3. This fee will be deducted from your PAYG call credit balance on a rolling monthly basis, from the date which you first subscribed for the bundle. The cost of the add-on is additional to your top up amount. If you do not have sufficient credit in your account then you cannot purchase or avail of the service. Vodafone will try to debit your account with the monthly fee for a period of five days after your monthly subscription date. You will be automatically unsubscribed from the service if you do not have sufficient credit in your account within five days of your monthly renewal date. Vodafone X Music Customers can re-subscribe or unsubscribe from the service at any time.

4. If a customer purchases the Vodafone X Music €5 add on they receive an additional data allowance of 500MB. The monthly data allowance expires 30 days from the date that the Customer purchases the Add On.

5. The additional monthly data allowance can be used to access the internet via Live.vodafone.com APN only

6. Vodafone cannot guarantee that Spotify will be compatible with all smartphones and you are advised to check your smartphone's compatibility with Spotify before you purchase it.

7. Your additional data allowance may be used for both Spotify Premium data usage and regular domestic data usage

8. In order to commence using Spotify, you must register and accept the Spotify Terms and Conditions of the Spotify service. These terms and conditions govern your use of the Spotify service. A link to the sign up facility for Spotify containing terms and conditions will be provided to you via SMS and these terms will be binding between you and Spotify.

9. The Spotify service is an independent third party content service, provided by Spotify Limited. Vodafone is not responsible for, nor accepts any liability whatsoever in relation to the provision of the Service and/or its content by Spotify, or its use by Vodafone customers. By signing up to a Spotify Premium bundle, you understand and expressly agree that Vodafone is not responsible for the provision of the Spotify service to you. If you do not agree with this term then please do not use the service

10. Vodafone cannot guarantee that Spotify will be compatible with all smartphones and you are advised to check your smartphone's compatibility with Spotify before you purchase it.

11. Vodafone will need to contact you from time to time in relation to the operation and administration of the Spotify Service. By signing up to these terms and conditions, you explicitly agree that we may contact you for these purposes in relation to the Spotify Service
12. The access to Spotify Premium service provided by Vodafone X plan can only be linked to one Spotify account
13. Vodafone reserves the right at its absolute discretion to modify this Offer and to open this Offer to other individuals as and when Vodafone see fit.

**Vodafone X Weekends**

1. Vodafone X with Unlimited Weekends, which includes 30GB Data, unlimited any network texts, 100 any network minutes plus unlimited calls, texts and data from 3pm on Fridays until 11.59pm on Sundays, for 4 weeks.

**Vodafone X Sports; Sky Sports**

1. Vodafone X Sport, which includes 30GB Data, unlimited any network texts, 100 any network minutes plus Sky Sports Mobile TV pack 1, for 4 weeks. Your sports service will be provided subject to the terms and conditions of the Vodafone X Sports Content Terms)
2. From sign up to Vodafone X Sports you are entitled to 28 days of your Content Pack from Day 1 of top up. If you choose to not activate your content until a later date it will only apply for the remainder of your active offer days.