

Vodafone Red Connect Terms and Conditions from March 2017

These terms and conditions govern your use of the Vodafone Red Connect package. These service specific terms and conditions apply in addition to and form part of the General Terms and Conditions of the Vodafone Mobile Telecommunication and Broadband Service and any additional service conditions you have signed up to. For the avoidance of doubt the below terms will form part of and apply in addition to each participating customer's terms and conditions of their Vodafone Service. If there is any conflict between the Terms then the order of precedence shall be as follows: the Service Specific Terms and Conditions of the Red Connect proposition (below, and which includes the content services' terms), followed by the Vodafone General Mobile Terms and Conditions.

1. What is Vodafone Red Connect?

1. Vodafone Red Connect is a Vodafone mobile proposition, comprising a variety of Red Connect tariffs, which allows you to roam, Take Your Home Plan abroad within the UK and Europe, choose content and entertainment relating to music, sport and other services provided to you by third party content providers. Vodafone Red Connect is available within applicable Price Plans which are detailed below. Add Ons are available with the various Vodafone Red Connect tariffs and a list of Add Ons that are relevant to Red Connect can be found listed at Appendix B at the end of these Terms. Vodafone provides you with the right to access content via the Vodafone network (the "Service") and that access is subject to handset compatibility, network coverage, the operating system installed, and fair usage which is detailed at section 3.2.1 and also in the provisions regarding Roaming at Section 7 below.

2. Cost of Service

0. By agreeing to these Terms and Conditions you confirm that you wish to receive an electronic monthly e-bill in respect of your price plan contract and you confirm that you have access to internet services to review that bill.

1. Where content is included as part of your applicable Price Plan contract you can select one Content Pack at no additional cost. We supply a virtual Content Pack pass on a monthly basis throughout the period the Content Pack is included in your Price Plan contract and the content provider accepts that pass to give you access to your chosen Content Pack for the agreed term within your contract.

2. Once you have registered for your chosen Content Pack option; you will not be permitted to choose an alternative Content Pack for the remainder of your contract term but can purchase additional content services as a monthly 'Add On.' Where the Content Pack is selected as a monthly 'Add On' subscription the cost of the Content Pack will be confirmed to you on or before taking out the subscription. We supply a virtual Content pass on a monthly basis for the duration of your subscription and the content provider accepts that pass to give you access to your chosen Content Pack.

1. The cost of this monthly 'Add On' subscription will be included in your monthly bill as you are a Bill Pay Customer.

2. Towards the end of your contract term, Vodafone may contact you regarding recommitting to your Vodafone contract for a further contract term and may contact you in relation to alternative and/or additional Vodafone packages which may be appropriate to your recommitment to your Vodafone contract.

3. Access to the Service

0. If you exceed any Price Plan allowance when using the Content Pack you will incur additional internet data charges.

1. The Service is subject to network coverage, Vodafone's fair usage policy, mobile equipment capability and the operating system installed on your mobile equipment.
2. From time to time Vodafone may modify the standard settings and/or features of the Red Connect proposition in order to offer additional value to the Service. Such changes might include measures such as increasing your data allowance size. The parties agree that such changes to the Red Connect proposition or package do not constitute modification in the conditions of the contract for that Red Connect proposition or package

Access to the Red Connect Package:

0. Use of, and access to, the Red Connect Package is subject to Fair Usage. Fair Usage Policy: Vodafone will monitor your usage of the Package and will implement a fair usage policy in respect of it, based on the average usage of the Vodafone customer of the Package, as estimated by Vodafone from time to time. If at the reasonable discretion of Vodafone, Vodafone is of the opinion that your usage materially exceeds the fair usage threshold in any month, Vodafone may contact you to advise you that your usage exceeds its fair usage policy. If the excessive usage continues to exceed the threshold after receipt of a request from us 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 your price plan's standard rate or to modify or suspend your use of the Service or to withdraw your access to the Service entirely.

1. Vodafone reserves the right to send you notifications regarding your usage of your data allowance as part of your package and can notify you when you reach certain thresholds of your particular data allowance and if/when you exceed your particular data allowance. As a Customer, you may opt out at any time, from receiving such notifications by contacting Vodafone Customer Care on 1907 or free-texting NO NOTIFY DOMESTIC to 50226. You can opt back in at any time by free-texting NOTIFY DOMESTIC to 50226.

2. As a Customer, you may proactively request from Vodafone to place a barring facility on your Vodafone account so as to protect you from going outside of your bundle allowance of data as part of your package. The obligation is on you, the Customer, to cap your usage so you do not go out of bundle, You can free-text DATA BAR to 50226 or contact Vodafone Customer Care on 1907. You can opt back in at any time by free-texting NO DATA BAR to 50226.

3. Vodafone cannot guarantee that the Content Pack will be compatible with all smartphones and it is your responsibility to check in store or online for your smartphone's compatibility with the Content Pack that you wish to subscribe to before you purchase the Service.

4. Your chosen Content Pack will automatically expire after the term specified in your Price Plan Terms regardless of when you activate your Content Pack. On the expiry of your contract term, Vodafone reserves the right to change or remove available Content Pack options and you are advised to check with Vodafone for Content Pack availability at the time of your contract renewal. If you do not use the full extent of your content/bundle benefits throughout the lifetime of your Contract, or otherwise, you are not eligible to receive a refund from Vodafone for any such non-use of your bundle entitlements.

5. You acknowledge and accept that if, during the period of the contract, the content provider terminates their agreement with Vodafone, you may no longer be able to avail of your chosen Content Pack for free on your applicable price plan. If this should occur, you accept that Vodafone will continue to provide the Price Plan package that you have contracted for without the Red Connect Content package.

6. If you wish to continue on the same price plan after your contract term has expired, you will need to purchase the Vodafone Red Connect Add-On at an additional cost. Similarly, if you upgrade to a new contract during the initial 24 month contract term, then you will only receive the Content Pack included on the outstanding term of your initial contract. Thereafter you will have the option to purchase the Content Pack, if available, as an Add-On at an additional cost.

7. If you are on another Bill Pay tariff plan and still within a contract term, you can migrate to a Red Connect tariff for the remainder of your contract term and your contract end-date will remain the same, where the monthly access fee is equal to or more than the monthly access fee for your current Bill Pay tariff plan.

4. Ending the Service

0. Where selected as part of an applicable price plan the Service can only be cancelled in accordance with your Price Plan terms. You shall be entitled to the relevant cooling off period of 14 days under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (SI No. 484/2013). From the point of activation of the Content Pack you shall be deemed to have accepted the goods and the cooling off period shall expire. Please note that the said 14 day cooling off period also applies to digital downloads which you may conduct as part of your use of the Package.

1. To cancel or terminate your subscription please visit the following link; offers.vodafone.com/ie/cancel

2. The Vodafone Red Connect proposition is made available at the discretion of Vodafone and Vodafone reserves the right to vary, amend, alter, withdraw this proposition and/or its terms for commercial, legal and/or regulatory reasons.

5. Sky Sports Mobile TV Package

0. Sky Sports Mobile TV Pack 1 contains the following channels; Sky Sports Premier League, Sky Sports Action, Sky Sports Arena, Sky Sports News, Sky News.

1. Sky Sports Mobile TV Pack 2 contains the following channels; Sky Sports Premier League, Sky Sports Football, Sky Sports Cricket, Sky Sports Golf, Sky Sports F1, Sky Sports Action, Sky Sports Arena, Sky Sports News & Sky News

2. If you have the applicable Price Plan when signing up to the Sky Sports Mobile TV subscription you will get access to the Sky Sports Mobile TV Pack 1 included for the duration of your Price Plan contract term. You can also avail of the option to upgrade to the Sky Sports Mobile TV Pack 2 and can do so by purchasing a monthly add on for an additional fee.

3. You can also choose to purchase either Sky Sports Mobile TV Pack 1 or Sky Sports Mobile TV Pack 2 as a standalone 'Add On' option on a monthly subscription basis. You will not receive any refund for any overlapping subscription where you pay for more than one pack.

4. The Sky Sports Mobile TV Content Pack is for use in the Republic of Ireland and the United Kingdom only.

5. You are advised to check that your device is compatible with Sky Sports Mobile TV before choosing this content option.

6. The Sky Sports Mobile TV Content Pack can only be accessed on the device linked to the mobile number that you have registered for the service with. If you change your mobile device then you can continue to use the Content Pack on your new mobile as long as it uses the same mobile number on Vodafone and your new mobile equipment is compatible with the Content Pack.

7. View Sky Terms and Conditions - <http://www.vodafone.ie/terms/paymonthly/#sky>

6. Spotify Premium Package

0. You can choose Spotify Premium as your Content Pack as part of certain price plans.

1. You can also choose to purchase Spotify Premium as a standalone option on a monthly subscription basis.

2. The Spotify Premium Content Pack can be used on multiple compatible devices and you are advised to check that your device is compatible with Spotify before choosing this Content Pack.
3. If you purchase the Vodafone Red Connect with Spotify Premium Add On you will receive an additional data allowance. This monthly data allowance will expire 30 days from the date the Customer purchases the 'Add On'. The data can be used to access the internet via the following APN's only; wap.vodafone.ie or live.vodafone.com. The data can be used for both Spotify Premium data usage and regular domestic data usage.
4. If you are a Bill Pay customer who purchases the Vodafone Red Connect Add On with Spotify, you will be entitled to the first month for free. After the first month you will automatically be charged for the Add-On, but you can unsubscribe from the Spotify Premium Add On at any time.
5. View Spotify Terms and Conditions - <http://www.vodafone.ie/terms/paymonthly/#spotify2014>

7. **Red Connect "Take Your Home Plan Abroad":**

0. Red Connect **'Take Your Home Plan Abroad'** is available to all Mobile Bill-Pay customers who are on a Red Connect mobile tariff plan. The Take Your Home Plan Abroad service allows you to use unlimited voice & texts, your tariff plan's data allowance and domestic/international add-ons, when roaming as if you were still at home in the Red UK and Red European Zone, for no additional charge. For a full list of Red Zones, see Appendix A at the end of these Terms.

1. Red Connect **'Take Your Home Plan Abroad'** customers can also use unlimited voice & texts, your tariff plan's data allowance and domestic/international add-ons, when roaming as if you were still at home in other Red USA and Red Rest of World zones, and will pay the relevant daily access fee which will be applied following the first roaming mobile event of the day and expires at midnight Irish time. You will only be charged on those days that you use your phone while you are abroad. For a full list of Red Zones, see Appendix A at the end of these Terms.

2. As a Vodafone Red Connect customer, you will be automatically opted into the Red Connect **'Take Your Home Plan Abroad'** offer as part of your package plan and can opt out of the service at any time by free-texting STOP RED to 50020. You can opt back in at any time by free-texting RED to 50020. If you opt out, it may take up to 24 hours for the changes to be applied to your account. Alternatively, you can opt-out through My Vodafone or by contacting Vodafone Customer Care on 1907 PLEASE NOTE, THAT IF YOU CHOOSE TO OPT OUT OF THE SAID TARIFF OFFER, YOU WILL NOT BE ABLE TO USE YOUR ROAMING TARIFF FOR FREE WHEN ROAMING IN THE RED UK AND RED EUROPEAN ZONES AND YOU WILL BE CHARGED STANDARD REGULATED ROAMING RATES INSTEAD.

3. In order to avail of the Red Connect **'Take Your Home Plan Abroad'** service a customer must roam on the Vodafone Network or on a Vodafone approved Network.

4. The charges as published on www.vodafone.ie/redconnect will apply to Red Connect customers who use their phone when roaming on Vodafone or Vodafone approved networks in eligible countries as published on www.vodafone.ie. Vodafone reserves the right to change the countries and/or networks from time to time for commercial or geopolitical reasons; such changes will happen without notice and it is the customer's responsibility to check prior to travelling.

5. Please note that Red Connect **'Take Your Home Plan Abroad'** is designed to be used by customers normally domiciled in the Republic of Ireland (RoI) for casual and normal roaming usage and as such, a Fair Usage Policy applies to prevent permanent roaming and or where the customer uses roaming for an excessive amount of days or usage. Vodafone will monitor your usage of the Package and will implement a fair usage policy in respect of it, based on the average usage of the Vodafone customer of the Package, as estimated by Vodafone from time to time.

Fair Usage Policy: If at the reasonable discretion of Vodafone, Vodafone is of the opinion, that your usage materially exceeds the fair usage threshold in any month, Vodafone may contact you to advise you that your usage exceeds its fair usage policy. If the excessive usage continues to exceed the threshold after receipt of a request from us 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 your price plan's standard rate or to modify or suspend your use of the Red Connect **'Take Your Home Plan Abroad'** service or to withdraw your access to the Service entirely in certain circumstances including but not limited to circumstances which amount to persistent abuse of the Service.

6. Any additional data used beyond your tariff plan's data allowance will be charged at the relevant rate for the country in which you are roaming as per the pricing published on www.vodafone.ie and will be charged in Kb increments.
7. Only calls and texts to standard mobiles and standard landlines to home or within the country you are roaming in (excluding premium rate and non-geographic numbers) are included.
8. Any special domestic promotions or reduced rates for Bank /Public Holidays are not included.
9. EU Regulated Data Roaming spend caps and notifications apply to data used within Red Connect **'Take Your Home Plan Abroad'**. 33% of the highest possible daily rate, to a maximum of €2 (ex VAT) per day will be considered as data roaming spend for the purpose of calculating data roaming EU regulated Data Roaming spend caps and notifications.
10. If you are already opted into Vodafone Passport Mobile Internet this will only apply when you roam in countries that are outside the Red Connect footprint but within the Passport footprint. If you opt out of Red Connect **'Take Your Home Plan Abroad'**, you will remain on Vodafone Passport Mobile Internet. If you are not opted into either of these plans you will pay our default roaming plans.
11. Data cannot be used for the purpose of Tethering.
12. Customers opted in to Red Connect **'Take Your Home Plan Abroad'** can decide to purchase roaming data services from third party operators or connect to a network other than Vodafone's preferred network in the particular country, provided that Vodafone has a roaming agreement in place with the operator. If they have purchased an alternative data roaming service, Red Connect **'Take Your Home Plan Abroad'** customers must contact Vodafone customer care to activate access to the network if that Network is not a Vodafone approved network. The customer must also manually switch their phone to this alternative network. If a customer has requested to be moved to a non-Vodafone or non-Vodafone preferred network for their data services, they will need to manually switch back to the Vodafone or Vodafone preferred network if they wish to avail of the Red Connect **'Take Your Home Plan Abroad'** pricing for their voice calls and texts. If a customer does not manually switch back to the Vodafone or Vodafone preferred network they will not be able to avail of the Red Connect **'Take Your Home Plan Abroad'** service and related rates. In these circumstances the Customer will be charged at the default EU Regulated Roaming rates for calls and texts made on the alternative network. These prices are published on www.vodafone.ie
13. Customers are responsible for the management of their device configurations and should be aware that updates and connections can incur data usage and so are wholly responsible for any associated costs while roaming. Where a customer device is setup for automatic data updates, connections on the customers mobile are considered to be with the consent of the customer and so data roaming charges will apply.
14. To avoid unexpected data usage while roaming due to automatic updates and connections it is recommended that these be disabled whilst travelling and manual connections be made when needed. Please refer to handset manual or application settings for detailed instructions

15. Service charges while roaming do not include event charges such as charges for download of ringtones or games, and do not include the use of any data services for which a special charge is made.
16. Vodafone reserves the right to withdraw the Red Connect offer at any time.
17. Vodafone may change its Service delivery methods or platforms from time to time which may require the Customer to change Equipment and/or Equipment settings to continue to avail of the Services. The parties agree that such changes to the Service do not constitute modification in the conditions of the contract for that Service or package, and the Customer confirms that it does not require individual notification regarding any such modification
18. Vodafone will endeavour to ensure all roaming records are captured at time of billing however, please note that there is a dependency on third parties to provide roaming usage details in a timely manner.

Descriptions of Specific Vodafone RED Connect Price Plans:

8. These terms and conditions of the specific Red Connect price plans are in addition to and form part of the General Terms and Condition of the Vodafone Mobile Telecommunication and Broadband Service.
9. The Vodafone RED Connect suite of price plans inclusions are set out in the table below depending on the price plan chosen:
10. Vodafone RED Connect suite of price plans - from 23rd July 2016

Price Plan	Price plan inclusions
Vodafone RED Connect SIM Only 12 month	Unlimited calls and texts to any network 100 worldwide minutes & texts 10GB data Red Connect ' Take Your Home Plan Abroad '
Vodafone RED Connect Essentials	Unlimited Vodafone to Vodafone calls 100 minutes to any network Unlimited texts to any network 5GB data Red Connect ' Take Your Home Plan Abroad ' Access to Spotify Premium or Sky Sports Mobile content
Vodafone RED Connect	Unlimited calls and texts to any network 100 worldwide minutes & texts 15GB data Red Connect ' Take Your Home Plan Abroad ' Access to Spotify Premium or Sky Sports Mobile content
Vodafone RED Connect Super	Unlimited calls and texts to any network 500 worldwide minutes & texts 30GB data Red Connect ' Take Your Home Plan Abroad ' Access to Spotify Premium or Sky Sports Mobile content

11. The customer can choose to add more minutes, texts or data to the above price plans however these add-ons will be at an additional cost. These add-ons can be updated from month to month, with no restriction. The customer will be presented with add-ons which allow usage within the Republic of Ireland, when roaming and worldwide usage as per applicable Add On terms. Text add-ons cannot be used to text a landline.
12. Any unused portion of the monthly allocation associated with a price plan or add on (minutes/texts/data) cannot be carried over to the next month.

13. All Vodafone Red Connect bill pay price plans are subject to a minimum term contract of 24 months when taken with a Handset and a minimum term contract of 12 months for SIM Only tariff plan(s). If a customer receives an early upgrade while on a Vodafone RED price plan they will be required to enter a new 24 month contract, the effective date of which will commence on the expiry date of their existing contract.

14. On Vodafone RED price plans out of bundle worldwide minutes will be charged on a rounded per minute basis.

15. Call and text usage will be applied in the following manner:

0. Vodafone to Vodafone minutes and texts
1. Price plan inclusion minutes and texts
2. Purchased Add-ons
3. Out of bundle rates

16. Data usage will be applied in the following manner:

0. Purchased Add Ons
1. Price plan inclusive data

17. The Inclusive Allowances as referred-to in the Descriptions of the Red Connect Price Plans above shall be interpreted as follows:

Inclusive Minutes

Inclusive Minutes will apply when on the Vodafone Ireland network for:

- Calls to Vodafone Ireland mobile numbers (On-net)
- Calls to other Irish mobile network or Irish fixed line numbers (Cross-net)
- International mobiles or fixed lines where an international allowance is applicable (International)

Inclusive Roaming Minutes will apply when roaming on a Red Connect network for calls to Home or Local:

- Calls to Vodafone Ireland mobile numbers (On-net – Home)
- Calls to mobile network or fixed line number in the country in which you are roaming in (Local)
- International mobile or fixed line numbers where an international allowance is applicable (International)

Inclusive Minute allowances are consumed on a 'Per Minute' basis and Calls out of bundle are charged on a 'Per Second' basis, unless stated otherwise.

Inclusive Texts

Inclusive Texts will apply when on the Vodafone Ireland network for:

- Texts to Vodafone Ireland mobile numbers (On-net)
- Texts to other Irish mobile network numbers (Cross-net)
- International mobile numbers where an international allowance is applicable (International)

Inclusive Roaming Texts will apply when roaming on a Red Connect network for texts to Home or Local:

- Texts to Vodafone Ireland mobile numbers (On-net – Home)
- Texts to other Irish mobile network numbers (Cross-net – Home)
- Text to mobile network numbers in the country in which you are roaming in (Local)
- International mobile numbers where an international allowance is applicable (International)

Inclusive Text allowances and Texts out of bundle are consumed and charged on a 'Per Message' consisting of 160 characters basis respectively, unless stated otherwise.

Inclusive Data

Inclusive Data allowance will apply when on the Vodafone Ireland network (On-net) and when roaming on a Red Connect network subject to the Fair Usage Policy for Red Connect tariffs.

Inclusive Data allowances when on the Vodafone Ireland network are consumed on a 'Per Kilobyte' basis and Data out of bundle is charged on a 'Per 200 Megabyte' basis for the first 8GB before being charged 'Per Kilobyte' for any additional use, unless stated otherwise.

Exclusions:

Inclusive minutes cannot be used for calls to Premium rate numbers, non-geographic numbers and other 'special numbers' such as directory enquiries or numbers beginning with 0700.

Inclusive texts cannot be used for MMS (Multimedia Messaging Services) or messages to Landlines, Premium rate numbers, non-geographic numbers and other 'special numbers' such as directory enquiries or numbers beginning with 0700.

If opted out of Red Connect 'Take Your Home Plan Abroad, you will be charged standard roaming rates.

APPENDIX A:

Red UK zone – UK, Northern Ireland, Guernsey, Isle of Man & Jersey

Red European zone – Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland & Turkey. **Red USA zone** – USA & Canada

Red Rest of World zone - Anguilla, Antigua and Barbuda, Argentina, Aruba, Australia, Barbados, Bermuda, Bonaire, Brazil, British Virgin Islands, Cayman Islands, Chile, China, Colombia, Congo, Costa Rica, Curacao, Desirade, Dominica (Commonwealth), Dominican Republic, Ecuador, Egypt, El Salvador, Fiji, French Guiana, French West Indies, Ghana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Hong Kong, India, Indonesia, Israel, Jamaica, Japan, Kenya, Lesotho, Macedonia, Martinique, Mexico, Montserrat, Morocco, Mozambique, Nauru, Netherlands Antilles, New Zealand, Nicaragua, Panama, Papua New Guinea, Paraguay, Peru, Puerto Rico, Qatar, Russia, Saba, Samoa, Serbia and Montenegro, Singapore, Sint Maarten, Sint Eustatius, South Africa, St Barthelmy, St Kitts and Nevis, St Lucia, St Martin, St Vincent & the Grenadines, Suriname, Tanzania, Thailand, Tonga, Trinidad and Tobago, Turks and Caicos Islands, United Arab Emirates, Uruguay, Vanuatu, Virgin Islands (US)

APPENDIX B

List of Vodafone Red Connect Relevant Add Ons:

One-time Add ons	One-time Charge (Includes VAT)
Instant 1 GB Data Bundle	€8.00
Instant 3 GB Data Bundle	€15.00
Recurring add-ons for Red Connect Essentials, Red Connect & Red Connect Super	Monthly Charge (includes VAT)
1GB of Data	€5.00
2GB of Data	€8.00
5GB of Data	€15.00
100 International Minutes	€5.00
200 International Minutes	€8.00
350 International Minutes	€12.00
100 International Texts	€3.00
Unlimited International Texts	€6.00
Recurring add-ons for RED Connect SIM Only 12 month & Re SIM Only 30 day	Monthly Charge (includes VAT)
500MB of Data	€4.99

1GB of Data	€10.00
100 International Minutes	€7.50
200 International Minutes	€13.51
400 International Minutes	€19.50
100 International Texts	€5.50
200 International Texts	€9.50
Unlimited International Texts	€11.50
All add-ons are charged on a monthly basis and will apply from your next bill day, unless specified as a one time/instant add-on which will be applied to your account within 24 hours and expire after 30 days.	