

## **Terms and Conditions for Flipkart Mobile Bonanza Sale on Axis Bank Credit and Debit Cards (Feb'19)**

### **Offer Terms and Conditions:**

- **Offer:** 10% Instant Discount with Axis Bank Credit & Debit Cards on purchase of select Mobile Phones. Offer Applicable on Credit Card & Debit Card EMI transactions as well.
- Minimum cart value payable using Axis Bank Credit or Debit card should be Rs. 4999. There is no limit on number of transactions. However, customer can avail up to a maximum discount of INR 1,500 per Card
- **Offer period:** 19<sup>th</sup> February 2019 – 23<sup>rd</sup> February 2019 (both days inclusive)
- This offer is applicable on select Mobile Phones. Offer will be listed on product page, for all eligible products. Please check before making purchase. The offer is not applicable for Card on delivery transaction.
- The offer is not applicable on Gift Wrap or premium delivery charges
- In order to avail the discount, the total payment needs to be made using an Axis Bank Credit or Debit card.
- Offer discount will be processed by Flipkart at the billing page at the time of purchase and will reflect on the bill.
- The discount is applicable on a single transaction and bills cannot be clubbed to avail the discount.
- Offer is subject to availability of products at the sole discretion of Flipkart
- In case customers make partial payment through Flipkart gift cards, offer will only apply on the amount paid through AXIS Bank Debit or Credit Cards against the eligible product(s). Also, the final amount to be paid through AXIS Bank Debit or Credit Cards should be equal to or more than INR 4,999.
- The offer will not be applicable on all Samsung phones, please refer below for list of Samsung phones on which the offer is applicable:
  - a. Samsung On5
  - b. Samsung On6
  - c. Samsung On8
  - d. Samsung On Nxt 16 GB
  - e. Samsung On Nxt 32 GB
  - f. Samsung On Nxt 64 GB
  - g. Samsung On Max
  - h. Samsung J3 Pro
  - i. Samsung S8
- The offer will be valid during the promotion period only which will be at the sole discretion of Flipkart & Axis Bank.
- Flipkart & Axis Bank retain the right to change or discontinue the offer at any time during the promotion period without prior notice.
- The Offer is not applicable for Card-on-delivery transactions
- The offer is not transferable, non-negotiable and cannot be en-cashed.
- This Offer is valid on all Axis Bank Retail Credit and Debit Cards. This offer is not valid on NRE and Corporate Credit Cards.
- Offer also valid on LIC Credit Cards powered by Axis Bank.
- This Offer cannot be clubbed with any other Axis Bank offer.
- Offer is NOT applicable on transactions made through Internet Banking.
- Offer will not apply on payments made from AXIS Bank Debit and Credit Cards via PhonePe payment option

- All Customer Queries/dispute on the offer should be raised during the offer period or within 90 days from the offer end date. For any disputes, the customer needs to furnish a scanned copy of the charge slip and Invoice for the case to be taken for further investigation
- Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer
- The decision of Flipkart & Axis Bank will be final and binding on all and any correspondence in this regard will not be entertained.
- Flipkart and Axis Bank reserve the right at any time, without notice, to add/alter/change/ or vary any or all of these terms and conditions or to replace, entire or in part, this offer by another offer, whether similar to this offer or not, or to withdraw it altogether.
- Axis Bank will not be responsible or liable in case the offer is not configured or could not be availed due to malfunction, delay, traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website.
- The participation in the offer is entirely voluntary and it is understood, that the participation by the Cardholders shall be deemed to have been made on a voluntary basis.
- In case of cancellation of your order, transaction will not qualify for the Offer. If you cancel part of your order, you will qualify for the Offer only on the net amount you pay basis eligibility.
- Axis Bank & Flipkart reserves the right to modify / alter the offer or all or any of the terms applicable to the offer without assigning any reasons or without any prior intimation whatsoever. Axis Bank & Flipkart also reserves the right to discontinue the offer without assigning any reasons or without any prior intimation whatsoever.
- In case of all matters relating to the offer including any dispute or discrepancy relating to the offer or eligibility of any Cardholder, Axis Bank's decision shall be final and binding on Cardholders in all respects.
- The terms and conditions governing the offer shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Debit Card issued by Axis Bank
- Axis Bank only offers discount on purchase of goods and services on Flipkart by using Axis Bank Credit & Debit Card and Axis Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered/sold by the Landmark. Any dispute or claim regarding the goods and/or services must be resolved by the Cardholder with Flipkart directly without any reference to Axis Bank. Additional discount offered by the Bank is solely for promoting usage of Axis Bank Debit and Credit card.
- Images provided in promotions are only for pictorial representation and Axis Bank does not undertake any liability or responsibility for the same.
- Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of Landmark or any third party and is not intended to create any rights and obligations.
- The offer by Axis Bank is subject to applicable laws and regulatory guidelines/ regulations and as per bank's extant guidelines from time to time.
- Bank may use the services of agents for sales / marketing of the products. Copy Rights of Axis Bank Limited. All rights are reserved.
- Axis Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any goods/ services availed of by the Card Holder/s under the offer.
- Axis Bank shall not be held liable for any delay or loss that may be caused in delivery of the goods and /or services under the offer.
- Axis Bank reserves the right to disqualify any cardholder from the benefits of the offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the offer or otherwise by use of the Card.

- All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the offer shall be borne solely by the cardholder and Axis Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
- The offer is not available wherever prohibited and products/ services for which such programs cannot be offered for any reason whatsoever.
- Logos/trademarks used are owned by respective entities. Axis Bank has been authorized to use these logos/trademarks for offer promotion purposes.
- Axis Bank shall not be obliged to make any public announcements to intimate the successful Cardholders about the discount under the offer.
- All government Levies like Goods and Service Tax, Sales Tax, TDS, any Local Tax, Octroi etc., shall be payable by the Cardholder as applicable at the time the respective Offer.
- Any person taking advantage of this offer shall be deemed to have read, understood and accepted these terms and conditions.
- Any dispute relating to the offer or the terms and conditions shall be subject to the jurisdiction of the courts in Mumbai only.
- Any disputes arising out of the Offer shall be subject to arbitration by a sole arbitrator to be appointed by AXIS Bank for this purpose. The proceedings of the arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Mumbai for AXIS Bank and language of arbitration shall be English. The existence of a dispute, if any, shall not constitute a claim against AXIS Bank.
- Further, as required by applicable law, in the event that the Cardholder makes a purchase of an amount equal to or above INR 2,00,000, the Cardholder will be required to upload a scanned copy of his/her PAN card on the Platform, within 4 days of making the purchase, failing which, the purchase made by the Cardholder will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted once by the Cardholder, it need not be submitted again. The order of the Cardholder will be cancelled if there is a discrepancy between the name of the Cardholder and the name on the PAN Card.
- Flipkart Terms & Conditions applicable
- All packages are subject to availability at the time of booking confirmation GST and Payment Gateway fees applicable at the time of booking
- Any purchase using Axis Bank Credit Card shall be deemed as acceptance of the terms and conditions mentioned herein. Cardholder agrees to indemnify the Bank against any loss (direct, indirect or consequential), cost & damage which may be caused by him/her to the Bank due to participation in this offer.
- The Cardholder shall indemnify and hold Flipkart, AXIS Bank and/ or seller(s) harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorneys fee) that may be suffered by Flipkart, AXIS Bank and/ or seller as a consequence of (i) violation of these terms and conditions, of the terms of user agreement, privacy policy (subject to change) published on the Platform, by Cardholder; (ii) violation of applicable laws by Cardholder; and (iii) any action or inaction resulting in willful misconduct or negligence on the part of the Cardholder.
- Axis Bank holds the exclusive right at its sole discretion to refuse or deny the offer to any Cardholder. ☐  
Under no circumstance will the offer/discount being offered under this program be settled in cash
- This Offer is subject to applicable law and regulations.
- Under this offer, customer will get an additional discount upfront equal to the EMI interest cost due to the bank.  
☐ The discount under this offer will be applicable on opting for No Cost EMI on the payment page at Flipkart.
- The discount under No Cost EMI on credit card payment option is being offered exclusively by sellers and does not amount to EMI/interest waiver extended by the bank.

- Cardholder will need to pay applicable EMI and interest on total value of the order at the time of payment to the Axis Bank Card in accordance with the terms applicable to the credit card.
- This document is an electronic record in terms of Information Technology Act, 2000, and the Rules there under as applicable 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.

### **Credit Card EMI Terms and Conditions:**

- EMI offer is applicable on Axis Bank Credit Cards and will be applicable only if the card is used on Flipkart (website/mobile site/mobile App).
- If customer opts for foreclosure or cancellation of EMI facility, customer will have to inform the customer service of Axis bank for discontinuing the EMI facility. The cancellation will not be automated. EMI cancellation request should be given at least 1 working day before the due date.
- Axis Bank shall not be obliged to make any public announcements to intimate the successful Cardholders about the cash back under the offer.
- The offer is not available wherever prohibited and products/ services for which such programs cannot be offered for any reason whatsoever.
- Axis Bank reserves the right to disqualify any cardholder from the benefits of the offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the offer or otherwise by use of the Card.
- In case of any matters relating to the offer including any dispute or discrepancy relating to the offer or eligibility of any Cardholder, Axis Bank's decision shall be final and binding on Cardholders in all respects.
- ROI for 3 and 6 months will be 12%, ROI for 9 and 12 months will be 13% and ROI for 18, 24 and 36 months will be 15%. ROI will be informed at the payment counter before completing the transaction.
- All other EMI terms and conditions remain the same. Please refer - <https://www.axisbank.com/retail/cards/credit-card/useful-links/card-services/convert-purchases-into-emis>

## **Debit Card EMI Terms and Conditions:**

### **Offer Details**

1. Only a select base of pre-approved customers will be eligible for this offer on their Bank debit card. These customers will be able to view the offer on their payment page. No other customers will be able to avail of this offer.
2. The Offer is valid till 23<sup>rd</sup> February 2019
3. ROI for 3, 6, 9, 12 and 24 months will be 14%, ROI will be informed at the payment counter before completing the transaction.

### **Frequently Asked Questions**

1. How do I check if I am eligible for this offer?  
If you are eligible to avail this offer on your Bank Debit card, you will be able to view this payment option on your payment page. This offer will not reflect on the payment page for customers who are not eligible. Please check this before making the purchase.
2. Is there any minimum transaction amount to avail this offer?  
Yes, the minimum transaction amount to avail this offer is Rs. 8,000
3. How do I check if a product is eligible?  
Offer will be listed on product page, for all eligible products. Please check before making purchase.
4. Will I get the offer if I pay through Flipkart Gift Card partially?  
Yes, you can avail the offer in this case. In this case, offer will only apply on the amount paid through Bank Debit Cards against the eligible product(s). Also, this amount should be equal to or more than Rs 8,000
5. How many times can this offer be availed?  
The offer can be availed only once.

### **Axis Bank Terms & Conditions:**

1. "EMI" or "Equated Monthly Installment" means the equated monthly installment of amounts payable by the Card Member to AXIS Bank comprising of principal amount, interest and any/ or other charges, if applicable.
2. "Debit Card EMI" refers to the conversion into EMI upon request by the Card Member, of transactions performed using the Debit Card at EDC (Electronic Data Capture) terminal and/or for such online transactions, where the option for such conversion is available. AXIS Bank shall be entitled to, at its sole discretion, make available to individual Card Member.
3. EMI on the Debit Card, without prejudice to the obligation of the Card Member to make immediate payment on the incurring of the charge, the Card Member may, seek to avail of the option of paying for certain purchases through Equated Monthly Installments (EMIs)
4. The decision of conversion of EMI as per customer request lies at the discretion of AXIS Bank
5. The EMI facility will be available with respect to the Debit Card which presently comprise of the following purchases, viz., New purchases at Merchant Establishment and ecommerce retailers.
6. The Card member shall be charged an interest rate on monthly reducing balance basis, for availing the EMI facility. This interest will be mentioned on the charge-slip for customer consent.
7. The loan will be offered for a maximum tenor of 12 months with slabs of 6, 9 and 12 months.
8. Interest rate applicable is 8.65% p.a (3 Months MCLR) + 5.35% p.a. i.e. effective rate of interest would be 14% p.a. ( No reset ). For more information on MCLR kindly visit our website <https://www.axisbank.com.com>

9. The Equated Monthly Installment (EMI) amount will be auto debited every month from the customer's saving account on a particular date(i.e. on 30th day Post EMI booking date).
10. The entire EMI amount will be included in calculation of Minimum Amount Due payable by the cardholder.
11. Axis bank reserves the right to mark a lien on the customer saving account to recover the outstanding balance in case of delinquent customers.
12. No request for changes in the billing cycle shall be entertained during the entire loan period. The loan period is defined as the loan tenor selected by the cardholder at the time of request.
13. For detailed terms & conditions please refer following link:-  
<https://www.axisbank.com/retail/cards/debitcards/useful-links/debit-card-benefits#emiondebitcard>
14. Exclusions:
  1. Jewelry/Gold transaction are not eligible for EMI conversion
  2. NRIs
  3. Minors
  4. Debit card issued to a trustee in the CASA account of a Trust
  5. Debit card issued to an authorised signatory in the current account of a company
  6. Debit card issued to a partner in the current account of a partnership firm
  7. Debit card issued to a Karta in the account of an HUF