

# TERMS AND CONDITIONS- Offer on Booking.com

## Campaign/Program Brief:

These terms and conditions ("Terms") shall be applicable to the Cardholder (as defined hereinafter) participating in the Program who agrees to be bound by the same and shall regulate the provisions of the specified products and services provided by the Axis Bank. Any Cardholder participating in the Offer/program shall be deemed to have read, understood and accepted these terms and conditions and these terms shall be in addition to and not in derogation of other applicable terms and conditions of any account or any other facility/services offered by the Bank and/or such other terms and conditions as may be specified by the Bank.

## 1. DEFINITIONS

For the purposes of these terms and conditions ("Terms"):

- "Card" shall mean such variants of Axis Bank Forex Cards that have been issued by Axis Bank and are valid and subsisting during the program period.
- "Card Holder/s" shall mean such Cardholder/s who are existing Axis Bank's Cardholders; and to Whom a Card has been issued and who is authorized to hold the Card.
- "Program/Offer Period" shall mean the period till 31<sup>st</sup> October 2019.
- "Gifts" shall mean the money back offered by Axis Bank Limited.
- "Eligible customers" shall mean **All Multi-Currency Forex Cardholders** loading/reloading their Forex cards during the campaign period. The offer is not valid on commercial Forex cards.
- "Day" shall mean time period starting from start of business hours to close of business hours on a Working day and will exclude Sunday & Bank Holiday.
- "Offer" shall mean and include Offer mentioned below.
- "Alliance Partner" shall mean vendors providing the gifts/ services – Booking.com.
- "Authorized Vendor" shall mean a third party vendor who will be delivering the gifts to the customers.

## 2. OFFERS (till 31<sup>st</sup> October 2019)

- The Offer is valid for all Axis Bank Multi currency Forex Card Holder/s and shall be valid and subsisting during the Program/Offer Period, unless otherwise notified by AXIS Bank.
- The offer construction shall be as follows:

### Offer: 10% Cashback on Booking.com on Multi currency Forex Cards

- Customers having Forex Card through any Axis Bank Branch will be eligible for the offer upon loading/reloading the card through internet banking (IB), mobile banking (MB) and/or branch channel.
- Such customers will be eligible to get flat 10% cashback on Booking.com ([www.booking.com/axisbankforex](http://www.booking.com/axisbankforex)) for International hotels without any booking amount criteria. The cash back is not available on **Cash only** properties.
- Payment for the property to be made through Axis Bank Multicurrency Forex Card.
- Money back will be processed on the card used for payment at Booking.com.
- Money back shall be processed within 65 working days from the date of checkout.
- To make the booking log on to [www.booking.com/axisbankforex](http://www.booking.com/axisbankforex)  
Travel Period: Up till 31<sup>st</sup> December, 2019.

- Cashback is only available for reservation made through dedicated website [www.booking.com/axisbankforex](http://www.booking.com/axisbankforex). Reservations made directly through Booking.com website ([www.booking.com](http://www.booking.com)) and Booking.com App will not qualify
- To be eligible for the cashback promotion, visit [www.booking.com/axisbankforex](http://www.booking.com/axisbankforex) and follow these steps:
  1. Log in or register at [www.booking.com/axisbankforex](http://www.booking.com/axisbankforex)
  2. Browse for the accommodation with travel dates and select the property you want to reserve
  3. Enter your details, where required
  4. On the reservation page, enter the “Eligible Cards” (Axis Bank Multicurrency Forex Card only) to be eligible for the cashback and make sure you don’t untick the consent box so that we can share the card information with the third party payment provider to process the cash back. If the property you selected does not accept card payment (i.e it is cash only property), you will not be eligible for the cashback
  5. Booking confirmation voucher will be sent to the email used for the reservation
  6. Pay for accommodation using “Eligible Cards” on [www.booking.com/axisbankforex](http://www.booking.com/axisbankforex) or directly at the hotel
- Axis BANK Forex card holders are required to present their “Eligible Cards” (Forex Card only) used for reservation upon arrival at the property
- Cashback is only applicable for room charges. Other fees and charges, including but not limited to local government taxes, service charges, food & beverage or room service charges will not be eligible for Cashback
- Booking.com will at its sole discretion determine if the reservation are eligible for Cashback. Cashback will be credited to the “Eligible Cards” that was used for the reservation within 65 calendar days upon completion of hotel stay. In the event that “Eligible Cards” are subsequently close, lost or blocked, Booking.com will not be able to credit the Cashback
- For avoidance of doubt, properties that only accept cash as mode of payment will not be eligible for Cashback
- Cashback will be calculated based on original reservation value in Euros and will be credited in Euros; subject to Forex charges. Should any amendments be made post reservation, Cash back would be adjusted accordingly and will be calculated based on the latest materialized transaction value. Cashback is non-transferable and cannot be refunded as Cash from the account of Eligible Cards
- This promotion is not valid in conjunction with other promotions, vouchers and/or offers, unless otherwise stated
- Booking.com reserves the right to suspend, cancel or modify the promotion and terms & conditions at any time without prior notice
- Booking.com reserves the right to require payment of fees or charges for any services offered by Booking.com. You shall pay all applicable fees or charges, as described on this website in connection with such services selected by you. Booking.com reserves the right to change its price list for fees or charges at any time, upon notice to you, which may be sent to you by email or posted on this website. Your use (or continued use) of the services offered by Booking.com following such notification constitutes your acceptance of any new or revised fees or charges.
- Should you have any questions, please contact Booking.com: <https://www.booking.com/content/offices.html>
- In case of any dispute, the decision of Booking.com and Axis BANK would be final

#### **General Terms and Conditions**

- The offer is valid on all Multi currency Forex cards issued through the branch.
- Card Holder/s shall get a unique link to make booking on booking.com to avail money back on every load/reload transaction during the Promotion Period and the same will be applicable at a card number and passport number level.

- The booking has to be made within the validity period of the 'link'.
- An Offer mailer will be sent to the customers informing them the details. The 'Link' mailer will be sent to the customer within a week of the load/reload.
- Each 'Link' mailer will contain a unique link to avail the money back every time the cardholder/s load/reload.
- The Gift is not the product and service of Bank and therefore, Bank shall not in any way be deemed to be making any representation or warranty whatsoever in connection with the Gift (including the quality of products/services thereof) and shall not be responsible in any way whatsoever for the same. The Gift is being provided exclusively by alliance Partner and Bank shall not be responsible for any claims/ damages of the eligible Winner/Card Holder in case of deficiencies in Gift or the services of alliance Partner.
- Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the alliance Partner. Any dispute or claim regarding the goods and services must be resolved by the Card Holder/s with the alliance Partner directly without any reference to Bank. The existence of a dispute, if any, regarding the goods and services shall not constitute a claim against Bank.
- 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.
- Bank reserves the right to disqualify/ exclude any Card Holder/s from 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 the event any alternative Gift is offered, selection of the same shall be at the sole discretion of Bank.

**Other Terms and Conditions:**

1. The benefits under the campaign are neither transferable nor redeemable in cash.
2. Bank holds out no warranty or makes no representation about the quality, delivery of the services offered by the Alliance Partner. Any dispute or claim regarding the services must be resolved by the Card Holder/s with the Alliance Partner directly without any reference to Bank. The existence of a dispute, if any, regarding the services shall not constitute a claim against Bank.
3. Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use of any services availed of by the Card Holder/s under the Offer.
4. All the images used in the communication carried out for this promotion are for representation purpose only.
5. The campaign /offer cannot be clubbed with any other campaign/offer(s)/promotion(s).
6. By participating in this Promotion/Campaign/Offer, the Eligible cardholder agrees to be bound by these Terms and Conditions and the decisions of AXIS Bank shall be final and binding.
7. The Terms and Conditions of the Campaign/Offer shall be in addition to and not in substitution/ derogation to the primary terms and conditions governing the usage of the products/services offered by Axis Bank.
8. By participating in this Campaign/ Offer, cardholder agrees to be bound by these Terms & conditions.
9. Any cardholder participating in this Campaign/Offer shall be deemed to have read, understood and accepted these Terms & conditions.
10. The participation in the offer is entirely voluntary and it is understood, that the participation by the cardholder shall be deemed to have been made on a voluntary basis.
11. 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, mobile handset, computer equipment, software, or website.
12. These Terms and Conditions and an arrangement herein shall be subject to applicable RBI guidelines issued from time to time and prevailing law and regulations
13. In all matters relating to the campaign/program, the decision taken by Axis Bank will be the final decision

14. Axis Bank reserves the right to modify/ change all or any of the terms and conditions contained herein as per its discretion without assigning any reasons. Axis Bank also reserves the right to discontinue the Contest/Offer without assigning any reasons. The decision of Axis Bank shall be final in this regard.
15. Axis Bank will not be liable in any manner whatsoever for any loss/ damage /claim/injury that may arise due to withdrawal or change in the terms and conditions of the Offer or discontinuation of it.
16. The Campaign/Offer is not available wherever prohibited and/or on products/services for which such offers cannot be made available for any reason whatsoever.
17. Axis Bank reserves the right to disqualify the Cardholder from the benefits of Program/Campaign/Offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program. The decision of Axis Bank shall be final in this regard.
18. Cardholder/s whose account has been classified as delinquent before or during the currency or completion of the offer period will not be eligible for the benefits of the offer. Bank's discretion in this regard shall be final.
19. In all matters or disputes relating to the Offer, the decision of Axis Bank shall be final and binding on the Cardholders.
20. This Campaign/ Offer is subject to applicable law and regulations and would be modified / discontinued, without any communication or reason assigned by the Bank to the Cardholders, based on the prevailing law / regulation at any point of time and neither party shall be under any liability or obligation or continue implementation of the said Campaign/Offer till such time the terms are modified by the Parties as per the prevailing/ amended law at that point of time. In the event, that the Campaign/Offer cannot be continued without total compliance of the prevailing law at any point of time, this Campaign/Offer shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Campaign/Offer comes into force.
21. Axis Bank is not responsible for any errors and/or omissions in the terms and conditions contained herein. All information is provided on "as is" basis without warranty of any kind.
22. The Cardholder agrees to indemnify and keep Axis Bank indemnified for any loss or damage that Axis Bank may suffer with respect to the Campaign / Offer including but not limited to any fraudulent and/or illegal transaction or any misrepresentation made by the Cardholder while participating in this Campaign / Offer
23. The Campaign / Offer is void where prohibited by law.
24. In the event of any conflict or inconsistency regarding any instructions and conditions on any advertising or promotional material relating to the Campaign / Offer, these Terms and Conditions shall prevail over all such other instructions and conditions failure by Axis Bank to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Campaign / 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.
26. These Terms and Conditions shall be governed by the laws of India. The courts at Mumbai shall have the exclusive jurisdiction in respect of any disputes with respect to all the subject matter with relation to the offer.
27. Axis Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the discount / benefit or of the Gift/product/ services mentioned under the services provided by the Alliance Partner. Axis Bank would not be liable in any manner whatsoever or howsoever including but not limited to any financial loss/damage that may be incurred by the Cardholder due to the use of the aforesaid discounts. The sole liability shall rest with Alliance Partner for any claims raised by the Cardholder on any of the aforesaid issues.
28. Axis Bank does not assume any responsibility for the products and services offered under this Campaign. The services are provided solely by the Alliance Partner, under such terms and conditions as determined by such vendors, and Axis bank accepts no liability whatsoever in connection with such offers, products and services. The products and services have not been certified by Axis Bank.

29. All issues / queries / complaints / grievances relating to the Offer, if any, shall be addressed to the Alliance Partner.
30. Incomplete / rejected / invalid / returned /disputed or unauthorized/fraudulent transactions will not be considered for the offer. Decision of Axis Bank shall be final in this regard.
31. Axis Bank makes no representation and disclaims all express, implied, warranties of any kind to the Cardholder and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
32. Axis Bank reserves the right to change this Offer at any point of time without informing the Cardholder.
33. Cardholder himself/herself will be responsible for any damage/loss or theft post the delivery and acceptance of the prize/product.
34. In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of Axis Bank.
35. Axis Bank makes no representation and disclaims all express, implied, warranties of any kind to the Cardholder and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.