

### **Offer Details 5% Instant Discount - Flipkart**

1. Under this Offer, Cardholders will get a 5% instant discount on EMI transactions made using their Bank Debit Cards (for customers eligible for Debit Card EMI), during the Offer Period.
2. 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.
3. The Offer is valid till 10<sup>th</sup> Oct'18.

### **Frequently Asked Questions (FAQs)**

1. What is the offer?

This is a 5% instant discount on Debit Card EMI transactions

2. What is the offer duration?

The offer is valid till 10<sup>th</sup> Oct'18

3. 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.

4. Is there any minimum transaction amount to avail this offer?

Yes, the minimum transaction amount to avail this offer is Rs.,8000

5. 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.

6. 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.

7. How many times can this offer be availed?

The offer can be availed only once.

### **Offer Terms and Conditions for 5% Instant Discount**

1. EMI payment option on Debit Card is available for a select base of customers, on select products sold by select sellers only.

Only a select base of pre-approved customers will be eligible for EMI 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. Any person availing this Offer shall be deemed to have accepted these terms and conditions.
3. Bank and Flipkart reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary these terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this Offer or not, or to extend or withdraw it altogether.
4. Cardholders are not bound in any way to participate in this Offer. Any participation is voluntary and the Offer is being made purely on a best effort basis.
5. Nothing herein amounts to a commitment by Flipkart to conduct further, similar or other offers.
6. The above Offer is by way of a special offer for Bank Debit Card holders only and nothing contained herein shall prejudice or affect the terms and conditions of the card member agreement. The terms of the above schemes shall be in addition to and not in derogation of the terms contained in the card member agreement.
7. I understand and confirm that I will need to pay applicable EMI and interest on total value of the order at the time of payment to the bank in accordance with the terms applicable to the debit card. The interest cost charged by the bank over time is being given back to me upfront at the time of this purchase and netted off in the Invoice amount.
8. The discretion to allow the payment lies with the bank issuing the debit card. Flipkart will have no obligation or liability in the event the bank refuses to process the transaction for any reason
9. The Bank charges annual interest rates according to the reducing monthly balance. In the monthly reducing cycle, the principal is reduced with every EMI and the interest is calculated on the outstanding balance
10. I understand that if I fail in timely payment of EMI, there may be additional interests/penalty which may be levied by the bank which may be higher than the discount offered under this scheme
11. The minimum order value to avail the debit card EMI payment option is Rs.8,000
12. Any returns/cancellation will be as per Flipkart's return/cancellation policy. In case of any kind of return/refund in an EMI transaction, interest already billed in a particular transaction will not be refundable under any circumstances
13. Flipkart will not charge a processing fee for availing EMI option. Bank may however charge processing fee or cancellation charges as per the banks policies. Such charges shall be paid by me and will not be refundable even in the event of return/cancellation of the order
14. I may check with the respective bank/issuer on how a cancellation, refund or pre-closure could affect the EMI terms, and what interest charges would be levied on me for the same
15. Flipkart retains the right to modify or cancel this scheme at its sole discretion
16. Any query regarding the program will be entertained only till 30th Sep 2018. Post such date, Bank and Flipkart will not entertain any correspondence or communication regarding this Program from any persons.

17. Bank does not endorse any of the products or brands being offered under the Program and will not accept any liability pertaining to the quality, merchantability, fitness, delivery or after sales service of such products which shall be at the sole liability to sellers on the Platform.
18. Pictures of products shown in the communication sent to the customer either through mailers or advertised on the website, are representative only and may not bear a resemblance to the actual products. None of the parties shall under any circumstances be responsible towards the same.
19. Products offered under this program are subject to availability from the respective participating merchants/sellers on the Platform and accordingly Bank or Flipkart in no circumstances shall be liable for non-availability of any of the products.
20. Under no circumstance will the offer/discount being offered under this Program be settled with cash in lieu by Bank or by Flipkart.
21. Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer
22. Bank will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by seller(s) on products/services made available by it and the same shall be at the sole risk and consequences of such seller(s) and without reference to Bank.
23. By participating in this Offer you agree to be bound by these terms and conditions of the Offer, standard terms and conditions, terms of use, privacy policy (subject to change) of the Platform and the terms and conditions of respective seller shall be applicable on the Cardholder.
24. The Cardholder shall indemnify and hold Flipkart, 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, 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.
25. All government Levies like Sales Tax, TDS, any Local Tax, Octroi etc., shall be payable by the Cardholder as applicable at the time the respective Offer.
26. This Offer shall be subject to all applicable laws, rules and regulations which are in existence and which may be promulgated anytime by any statutory authority.
27. All liability with respect to the products purchased lies with the respective sellers and neither Flipkart nor Bank shall be in any way responsible for the same.
28. This Offer is valid only in India. The minimum age of such Cardholder shall be 18 years.
29. Further, as required by applicable law, in the event that the Cardholder makes a purchase of an amount equal to or above Rs. 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.

30. 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.
31. "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.
32. "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,
33. 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)
34. The decision of conversion of EMI as per customer request lies at the discretion of AXIS Bank
35. 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.
36. 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.
37. The loan will be offered for a maximum tenor of 12 months with slabs of 6, 9 and 12 months.
38. The rate of interest effective from March 12, 2015 will be 14 % per annum computed on reducing balance. Equated Monthly Installment (EMI) per Rs 1000 will be Rs. 172 for EMI tenor of 6 months, Rs. 116 for EMI tenor of 9 months and Rs. 89 for EMI tenor of 12 months. The Bank may revise the rate of interest at a later stage without issuing prior notice to the cardholders.
39. 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).
40. The entire EMI amount will be included in calculation of Minimum Amount Due payable by the cardholder.
41. Axis bank reserves the right to mark a lien on the customer saving account to recover the outstanding balance in case of delinquent customers.
42. 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.
43. Service Tax will be applicable on Foreclosure Fee

**Repayment:**

1. The card member shall repay the facility and interest thereon in EMIs. The interest shall be at such rate which has been indicated by AXIS Bank to the card member at the time of making the offer for the facility and as also as communicated to the card member on the charge-slip. The interest calculation will start from the time the transaction has been booked for the facility.
2. The card member hereby authorizes AXIS Bank to auto debit the account of the card member on a monthly basis for the amount of EMI due for that particular month.
3. The card member should maintain required balance in his account to pay the entire amount of the EMI for a particular month on the due date, and the same shall not be permitted to be carried forward/included in the next month.
4. In the event the payment is not made by the due date as specified, it shall be construed as a default by the card member and card member shall become liable to pay the entire due amount.

**Prepayment:**

5. The card member may close the facility (prepayment of the outstanding amount) at any time by contacting AXIS Bank's Customer Care to avail of the foreclosure. The card member has to call up the customer service for complete prepayment of the facility. AXIS Bank shall, without prejudice to all rights and remedies, have the right to call upon the card member to forthwith repay the Facility, all interest thereon and all other monies in respect of the facility upon occurrence of event of default in payment of EMI for more than two consecutive months and the card member shall be liable to repay all such amounts upon such demand

**Cancellation of Facility:**

6. The card member may cancel the facility within 30 days of date of transaction. The customer can request for a cancellation at the customer care. In the case of cancellation, the original transaction amount which was converted into EMI shall be debited back to the customer account and all charges relating to such EMI conversion shall be reversed, but only if the card member has called up within 30 days from the date of transaction. Kindly ensure that there are sufficient funds (upto the transaction amount availed of EMI on Debit Card) available in your account for processing the cancellation request.

**Particular Affirmative Covenants:**

7. The card member has understood AXIS Bank's method of calculating EMIs payable
8. The card member is deemed to have accepted these terms and conditions upon the card member having requested for the facility.
9. The card member shall make payment of all taxes, duties, levies (including service tax) in connection with the facility.
10. Axis Bank reserves the right at any time without previous notice to add, alter, modify, change or vary all or any of these Terms and Conditions or to replace, wholly or in part, this scheme by another scheme, whether similar to this scheme or not, or to withdraw it altogether. Which if done shall be binding on the cardholder and the cardholder shall abide by the said rules. If

withdrawn, those who have opted shall continue to get the right to pay through EMIs for the already approved conversion.

11. The participants will not hold Axis Bank responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges, and expenses that a participant may suffer, sustain or incur by way of this scheme.
12. All and any disputes arising from the EMI facility shall be subject to the exclusive jurisdiction of the courts of Mumbai

**Events Of Default:**

13. On Failure of EMI payment dues, bank can take legal action as per section 138, mark lien or debit my saving account to recover the outstanding due amount.
14. If one or more of the events specified in this Clause ("Events of Default") occur or shall have occurred, AXIS Bank may foreclose the facility by a notice in writing to the card member.
15. The card member's commission of a breach of any of the terms and conditions along with covenants herein contained or having made any misrepresentation to AXIS Bank.
16. The card member's having been declared as an insolvent.
17. The card member's having been declared as an insolvent.
18. The card member's failure to furnish any information or documents that may be required by AXIS Bank.
19. The card member's entering into any composition with his/her creditors.
20. The card member's defaulting on any of the terms and conditions of any other loan or facility provided by AXIS Bank to the card member.
21. The existence of any other circumstances which, in the sole opinion of AXIS Bank, jeopardize AXIS Bank's interest.
22. Upon the occurrence of any event of default as specified above, AXIS Bank shall be entitled to exercise rights and remedies available to it under these terms and conditions as also the primary terms and conditions.