

Bharat QR Cashback

These terms and conditions ("Terms") shall be applicable to the customer (as defined hereinafter) participating in the Offer (as defined hereinafter) who agrees to be bound by the same and shall regulate the provisions of the specified products and services provided by the Axis Bank ("Bank") through Bharat QR payment solution for our merchant CESC Kolkata. Any Customer participating in the Offer 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. On accepting the terms and conditions, the customer has hereby provided consent to voluntarily opt-in to avail the said offer.

Definitions:

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

"Bharat QR" shall mean an interoperable QR code based mobile payment solution that adds robust and scalable payment functionality. This solution operates on the principle of "Push Payments" which means that authentication is pushed via the cardholder unlike the present scenario of "Pull Payments" where the Merchant sends authorization request on his EDC terminal. Merchant will receive the payment notification once the payment is completed by the customer. This service can be used by any customer having Visa/ MasterCard/ RuPay Debit and Credit Cards and any Payment application.

"Customer" shall mean a Customer placing any order for purchasing the Merchant's Products & Services through Axis Bharat QR as payment acceptance mode using his debit/credit card or UPI at the given merchant

"Merchant" here shall mean the business of 'Calcutta Electric Supply Corporation' and has proposed to act/is acting as a payment facilitator having a direct agreement with Axis Bank to accept card and UPI payments using Bharat QR 4.0 as payment acceptance mode

Offer:

- Customer can transact using Bharat QR at CESC to get 10% cashback* upto Rs.75 per transaction during the offer period.
- The offer is valid for Axis Bank Retail Visa Credit and Debit Card customers only

• The offer is valid till 30th June, 2019

Steps to avail the offer

- 1. Customers can scan Bharat QR using Visa Card to make payment to CESC
- 2. Perform a successful transaction within the offer period
- **3.** Post completion of successful transaction the customer is eligible for 10% cashback* upto Rs.75 per transaction

Pls note: The cashback will be remitted to Visa Card linked account from which transaction had been initiated within 7 days of successful transaction.

Offer Period: 01st January 2019 to 30th June 2019 (both days inclusive)

Terms of Offer:

- The Offer shall be applicable only for Customers who transact using Axis Bank Retail Visa Credit and Debit Card over Bharat QR payment mode at CESC during the offer period.
- 2. The Customer should have completed a successful transaction during the offer period. There will be no cashback for transactions done before or after the offer period
- 3. By participating in this Offer, Customer agrees to be bound by the terms & conditions of this Offer including any other applicable terms & conditions modified and prescribed by Axis Bank from time to time. Any such participation by the customer shall imply that the customer has read, understood and accepted the terms and conditions hereunder
- 4. This offer is non-transferrable to any other person and cannot be exchange with any other offer.
- 5. The offer is non-assignable, non-negotiable and cannot be en-cashed or clubbed with any other offer of Axis Bank.
- 6. Customer is eligible to get 10% cashback* upto Rs.75 per transaction
- 7. The cashback promotion shall be valid during the promotion period for merchant CESC (Calcutta Electric Supply Corporation) only.
- 8. All payments must be settled using Bharat QR through a provisioned Visa payment instrument

- 9. There is no minimum amount for customer to get eligible for availing cashback, as it is a percentage based campaign
- 10. The relevant cashback amount shall be credited into the account of the Promotion Cardholder within 7 working days of applicable transaction.
- 11. There is no limit on number of transactions per month per card
- 12. In all matters relating to the offer and these terms & conditions, the decision taken by Axis Bank will be the final decision, which will be binding on the customer.
- 13. 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 services offered by Axis Bank.
- 14. Any Customer participating in this Campaign/Offer shall be deemed to have read, understood and accepted these Terms & conditions.
- 15. The participation in the offer is entirely voluntary and it is understood, that the participation by the Customer shall be deemed to have been made on a voluntary basis.
- 16. Axis Bank shall in no way be liable if any Customer/(s) is/are unable/fail to do the transaction due to incompatible Mobile Phone handsets, Telecom Usage Plans or network failures or system failure/error or for any other reason whatsoever.
- 17. Axis Bank reserves the right to, without liability or prejudice to any of its other rights, at any time, without previous notice and from time to time, withdraw/suspend/amend/cancel this Offer, without assigning any reasons thereof.
- 18. 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. Customer cannot claim any loss, cost or damages from Axis Bank which may arise due to these technical reasons.
- 19. 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 account holder and Axis Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.

- 20. 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.
- 21. Offer and 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. This Campaign/ Offer is / would be modified / discontinued 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.
- 22. 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 or without any prior intimation/notice whatsoever. Axis Bank also reserves the right to discontinue the Contest/Offer without assigning any reasons or without any prior intimation whatsoever. 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.
- 23. The Offer is not available wherever prohibited and/or on products/services for which such offers cannot be made available for any reason whatsoever. The Campaign / Offer is void where prohibited by law.
- 24. Customer whose account is not active and/or are blocked/closed or have a credit freeze will not be eligible for the benefits of this campaign/offer.
- 25. This Campaign/Offer is only valid for Customer who are Indian citizens.
- 26. This Campaign/offer is not applicable for Non Resident Indian Customers.
- 27. Axis Bank reserves the right to disqualify the Customer 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 for any reason whatsoever. In case of any fraudulent activity, for the purpose of availing the benefits under the Campaign/Offer, necessary action will be taken by the Bank. Please note Bank's discretion in this regard shall be final and binding.

- 28. Customer/s whose account has been classified as delinquent before or during the currency of the offer period will not be eligible for the benefits of the offer. Bank's discretion in this regard shall be final.
- 29. This Campaign/ Offer is subject to applicable law and regulations and would be modified / discontinued 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
- 30. 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. Axis Bank makes no representation and disclaims all express, implied, warranties of any kind to the Customer and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
- 31. The Customer 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 Customer while participating in this Campaign / Offer.

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 and failure by Axis Bank to enforce any of its rights at any stage does not constitute a waiver of those rights.