

Merchant Terms & Conditions

(1) Special Offer:

- (a) Tata Sky Limited (Tata Sky) has introduced a special offer called the mVisa 50% 'Additional Balance Offer'
- (b) Under this Additional Balance Offer any Tata Sky subscriber, who recharge their Tata Sky subscription using mVisa shall get 50% additional balance in their Tata Sky account upto a maximum of Rs. 100 per user in a single transaction
- (c) Eligible Subscribers shall mean all Tata Sky Subscribers.

(2) Offer Period: This Additional Balance Offer is only for the period from January 25, 2017 to September 30, 2017.

(3) Steps to avail the Offer: To avail this Additional Balance Offer the Eligible Subscriber shall have to follow the following process:

- (a) Scan the QR Code on TV Screen (Press home button on Tata Sky remote and Select 'Account Summary') or mytatasky.com, using Axis Bank Mobile Banking App
- (b) Post successful transaction Eligible Subscriber will receive transaction confirmation communication from Tata Sky as well as corresponding Bank from which the transaction has been done.
- (c) Eligible Subscribers shall receive additional balance from Tata Sky into the respective Tata Sky account for which the transaction has been done within 48 hours of successful transaction.
- (d) Any query regarding the additional balance will be entertained by Tata Sky till September 30, 2017.

(4) Special Conditions:

- (a) Offer Valid only for 1,50,000 transactions done using mVisa or September 30, 2017 whichever is earlier
- (b) Each Tata Sky subscriber ID can avail the offer once every calendar month during the offer period
- (c) Max Additional Balance available per Tata Sky Subscriber Id per transaction during the Offer Period is Rs100
- (d) This Additional Balance Offer is available only for eligible Tata Sky subscribers who have Axis Bank Mobile Banking App installed on their handheld devices.

(e) Additional balance amount shall be credited to respective Tata Sky account for which the recharge has been done

(5) General Terms and Conditions:

(a) This Additional Balance Offer is not redeemable for cash equivalent or any other items/offers.

(b) This Additional Balance Offer cannot be clubbed with any other facility and/or offer made available on www.tatasky.com or Tata Sky Helpline or through an offer.

(c) In addition to the terms and conditions stated here, the Eligible Subscribers shall be bound by the terms and conditions stipulated in the Hardware Warranty Terms And Conditions, Specific Terms and Conditions of Tata Sky Subscription Contract and/or Specific Terms and Conditions of Tata Sky Subscription Contract for Tata Sky Hardware provided on Entrustment basis and/or Everywhere TV Terms and Conditions and such other documents, all found on the Tata Sky website www.tatasky.com. The documents referred above will be collectively referred herein as 'Subscription Contract'. In the event of any inconsistencies between the two, the terms of the Subscription Contract shall be binding. These terms and conditions shall not constitute a modification or waiver of any other provision of the Subscription Contract. Terms used herein but not defined shall have the same meaning as assigned to them in the Subscription Contract.

(d) Tata Sky reserves the right at any time, without prior notice, without assigning any reason and without any liability whatsoever, to add or vary all or any of the terms and conditions or to replace, wholly or in part this promotional scheme or to withdraw it completely or to change the composition of the Additional Balance Offer.

(e) Tata Sky shall not be responsible in case of any network problems such as breakdown of machinery, unclear network, disruption in the network and/or the charges that may be payable by the subscriber to any network operator. Any dispute in connection with the same should be settled between the Eligible Subscribers and the network operator/Banks without involving Tata Sky.

(f) Tata Sky shall not be responsible for any problems that the Eligible Subscribers may face while transacting with respective Banks mobile applications and any disputes/complaints/grievances should be taken up with and settled with Banks directly.

(g) Any and all taxes and/or levies applicable in relation to the Additional Balance Offer shall be solely borne by the Eligible Subscribers.

(h) The Eligible Subscriber hereby understands and gives his/ her irrevocable consent to Tata Sky to exchange and/or share the personal information collected by Tata Sky of the Eligible Subscribers with any third party.

(i) Tata Sky shall not be responsible for printing or typographical errors in any promotional materials; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, mail

system, human or other error; or for electronic, computer, or telephonic malfunction or error, including inability to access the Tata Sky website or process any transaction thereon.

(j) Tata Sky neither warrants nor makes any representations regarding the mVisa 50% Additional Balance Offer availed by Eligible Subscriber from Tata Sky. In no event shall Tata Sky be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the services of mVisa; (b) unauthorized access to or alteration of the transmissions or data; (c) any other matter relating to the services offered by mVisa; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the mVisa.

(k) The Eligible Subscribers and/or any person through the Eligible Subscribers waives any and all right that such an individual may have to claim ambiguity in these terms and conditions and agrees to release, indemnify and hold harmless, Tata Sky, its respective affiliates, its advertising and promotion agencies, and all of its respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions, or any liability of any kind resulting from or arising from your or any third party's use (or misuse) of the Additional Balance Offer.

(l) The terms of the Offer shall be construed in accordance with the laws of India and the courts of New Delhi shall have sole and exclusive jurisdiction to adjudicate and/or settle any disputes in connection with the Additional Balance Offer.

(m) Tata Sky reserves the right to forfeit the Additional Balance Offer in the event it is found by Tata Sky that any information provided by the Eligible Subscribers is wrong or any misrepresentation is made by them.

(n) Tata Sky will not be responsible for any loss or damage caused to the Eligible Subscribers if the Additional Balance Offer is cancelled and/or withdrawn by Tata Sky or if the Eligible Subscribers is not able to view Additional Balance Offer due to a Force Majeure Event including without limitation for reasons beyond the reasonable control of Tata Sky such as war, natural calamities, floods, failure of telecommunication network, satellite technology failure etc.

(o) By availing this Additional Balance Offer, it shall be construed that the subscriber has read, understood, accepted and agreed to abide with all the terms and condition stated hereunder.

(p) Headings used herein are for convenience only and do not affect the interpretation of this Additional Balance Offer document.