

## Terms and Conditions for Myntra Festive sale Campaign on Axis Bank Credit & Debit Cards

Validity – 16<sup>th</sup> October, 2021 to 23<sup>th</sup> October, 2021

### KEY OFFER DETAILS

#### **Offer:**

- 10% Instant discount on a minimum transaction value of INR 2500 up to a maximum discount of INR 1000 for purchases made on the Myntra Platform using Axis Bank Credit and Debit Cards.

It is open to all residents of India holding a valid and current Axis Bank Credit Card (“**Cardholder**”); and each credit card, a “**Credit Card(s)**” and each debit card, a “**Debit Card**”, or collectively, “**Card(s)**” ). Offer valid on retail Credit Cards. Offer not valid on Corporate or Commercial Credit cards.

**Offer Period:** 00:00:00 hrs of 16<sup>th</sup> October, 2021 – 23:59:59 hrs of 23<sup>rd</sup> October, 2021.

### TERMS AND CONDITIONS

#### **Preliminary**

This Offer is being run by AXIS Bank (“**Bank**”) and Flipkart Advanz Private Limited (“**FAPL**”) on [www.myntra.com](http://www.myntra.com), Myntra Mobile App and Myntra Mweb Platform (all three collectively “**Platform**”) which Platform is owned and operated by Myntra Designs Private Limited (“**Myntra**”) wherein the User (“**You**,”**Your**” or “**Participant**”) has an opportunity to participate in the Offer, subject to the terms of the Policy mentioned below (“**Policy**”).

By participating in this Offer, Participant agrees to be bound by the terms of this Policy, the Terms of Use, Privacy Policy of Myntra and other relevant documentation that are available on [www.myntra.com](http://www.myntra.com) including any modifications, alterations or updates.

#### **Offer details**

- Offer starts from 00:00:00 hrs of 16<sup>th</sup> October 2021 till 23:59:59 hrs of 23<sup>rd</sup> October 2021 (“**Offer Period**”).
- Under this Offer, Axis Bank Cardholders are eligible to get
  - 10% Instant discount on a minimum transaction value of INR 2500 upto a maximum discount of INR 1000 on Credit and Debit Card transactions for purchases made on the Myntra Platform for Cardholders (“**Offer Benefit(s)**”).

- Delinquent Cardholders will be disqualified from this Offer. Offer not valid on Corporate, Commercial Credit cards
- The Offer will be applied at the time of checkout.
- This Offer is not applicable on transactions made through EMI, Internet Banking, Card/Cash-on-delivery transactions and on Gift Wrap or premium delivery charges.
- Bank, FAPL and Myntra reserve the right to disqualify the Cardholder(s) 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 said Offer or otherwise by use of the Card.
- The Customer will be able to avail the Offer Benefit(s) for each unique Card upto the maximum discount amount specified against their Credit Card in these T&Cs.

#### **Other Terms and Conditions**

- AXIS Bank and FAPL hold out no warranty or makes no representation about the quality, delivery or otherwise of the services offered by Myntra. Any dispute or claim regarding the services/offers must be resolved by the Card Holder/s with Myntra directly.
- AXIS Bank and FAPL shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any goods availed by the Card Holder/s under the said Offer offered by Myntra.
- AXIS Bank and FAPL shall not be held liable for any delay or loss that may be caused in delivery of the services.
- This Offer is made available at the discretion of AXIS Bank.
- This Offer cannot be combined with any other offer.
- Any person availing this Offer shall be deemed to have accepted these Terms and Conditions.
- AXIS Bank, FAPL and Myntra reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary all of 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.
- This Offer is valid for Indian residents and citizens only.
- Offer valid only on Retail Credit Cards. Offer not valid on Corporate, Commercial Credit cards. Delinquent cardholders and over-limit AXIS Bank Credit Card members will not qualify for this Offer.
- 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.
- Nothing herein amounts to a commitment by AXIS Bank or FAPL to conduct further, similar or other offers.
- Offer valid only on Retail Credit Cards. Offer not valid on Corporate, Commercial Credit cards. Delinquent cardholders will be disqualified from the said promotion.
- This Offer is non-encashable, not extendable and non-negotiable.

- You understand that Myntra may share your transactional data with the Bank and FAPL for purposes of this Offer and for checking your eligibility for their products and services and by participating in this Offer, you consent to this sharing of your data for these purposes.
- If a customer has more than 1 (one) AXIS Bank Credit Card, spends on the cards cannot be clubbed by the customer in order to qualify for the said Offer.
- The Offer is by way of a special offer for specific AXIS Bank Credit Cardholders 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.
- Pictures of products shown in the communication sent to the customer either through mailers or advertised on the Platform, 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.
- Products under this Offer are subject to availability from the respective participating merchants/sellers of Myntra and accordingly FAPL, Bank or Myntra in no circumstances shall be liable for non-availability of any of the products.
- Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer.
- The Cardholder shall indemnify and hold Myntra, Bank, FAPL and seller harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by such sellers as a consequence of (i) violation of these terms and conditions, of the terms of user agreement, privacy policy (subject to change) as mentioned on the Platform; (ii) violation of applicable laws; and (iii) any action or inaction resulting in willful misconduct or negligence on the part of the customer.
- 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 were offered.
- 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.
- This Offer is valid only in India. The minimum age of such Cardholder must be 18 years.
- Further, as required by applicable law, in the event that the Cardholder makes a purchase of an amount equal to or above Rs. 2 00 000.00, 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.

- 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.
- All disputes, if any, arising out of or in connection with or as a result of the Offer or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts / tribunals in Bangalore only, irrespective of whether courts / tribunals in other areas have concurrent or similar jurisdiction.
- Any query regarding the Offer will be entertained till 60 days from Offer fulfilment date. Post such date; the Bank will not entertain any correspondence or communication regarding this offer from the cardholder.

#### **Axis Bank Standard Terms and Conditions**

- **If you do not have an Axis Bank Credit Card, [Click Here.](#)**
- The decision of The Merchant & Axis Bank will be final and binding on all and any correspondence in this regard will not be entertained.
- All Customer Queries/dispute on the offer should be raised during the offer period or within 90 days after expiry of the promotion period. For any disputes, the customer needs to furnish a scanned copy of invoice for the case to be taken for further investigation.
- The offer is not transferable, non-negotiable and cannot be en-cashed.
- Incomplete / rejected / invalid / returned /disputed or unauthorized/fraudulent transactions will not be considered for the offer.
- In case there is more than one offer available simultaneously, no two offers can be combined by the participant. It shall be entirely at discretion of Axis Bank to consider any exceptions to the above.
- 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 Merchant 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.
- 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.

- The Merchant & Axis Bank 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 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.
- Axis Bank only offers discount on purchase of goods and services of The Merchant 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 Merchant. Any dispute or claim regarding the goods and/or services must be resolved by the Cardholder with The Merchant 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 The Merchant 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.
- The Merchant & Axis Bank retain the right to change or discontinue the Offer at any time during the Promotion Period. The decision of The Merchant & Axis Bank with respect to the Offer shall be final and binding on the customer and any correspondence in this regard will not be entertained.
- The Merchant & Axis Bank reserve 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 terms and conditions governing the offer shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Credit Card / Debit Card issued by Axis Bank

- Axis Bank shall not be obliged to make any public announcements to intimate the successful Cardholders about the discount under the offer.
- 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 authorised to use these logos/trademarks for offer promotion purposes.
- Any person taking the 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.
- Merchant Terms & Conditions applicable