

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

Validity – 15th October, 2021 to 2nd November (Till 5 A.M), 2021

<u>Offer details</u> –

- 10% Instant discount upto Rs 500 on Min transaction of Rs.4000
- Promo code: NYKAXIS10

Card applicability - All retail credit and debit cards

FAQ

- 1. What is the offer?
- Flat 10% off on a minimum spend of Rs 4000 on AXIS BANK debit and credit cards.
- Maximum discount of Rs. 500 on AXIS BANK Credit and Debit card transactions.
- Offer valid once per device, per card and per user.
- Offer valid only on the Nykaa.com App using the code NYKAXIS10
- Offer not valid on Nykaa Beauty Retail Stores.
- Offer not valid on Corporate Cards.
- 2. How can I avail the offer?
- The Offer is valid from 15th Oct 2nd November (Till 5 A.M) (both days inclusive).
- Download Nykaa.com App > Add products to cart > Click on checkout > Click on proceed to pay and punch the voucher code NYKAXIS10 > Select Credit/Debit card option and complete the payment.
- 3. Can I place multiple orders and avail the discount?
- No, the offer will be applicable only once per card and per user for one transaction. It cannot be applied on multiple orders.
- Additionally, in case the order, where a bank offer is applied, is cancelled for any reasons whatsoever, the offer cannot be availed again on the same card.
- 4. What happens in case of returns/cancellation of the order?
- Partial cancellation is not allowed for these orders. Full order cancellation can be done. In this case the entire paid amount will be refunded to your AXIS BANK Credit or Debit Card.
- In case of returns/ cancellations, the refund will be net of the discount availed
- In case of full order cancellation, the offer cannot be availed again on the given card.
- 5. Can I use Nykaa reward points in the orders with Axis Bank offer?
- Yes, reward points can be redeemed in the same order.
- 6. Can I use Nykaa Gift cards and Nykaa wallet along with the AXIS BANK card to pay for the order?
- For all orders where Axis Bank offer is being availed via the coupon code, no other payment modes (including Nykaa Gift Cards and Nykaa Wallet) will be available.



- However, for all other orders, you can use Nykaa Gift Card or Nykaa Wallet along with your Axis Bank Debit or Credit Card to complete the transaction.

Terms & Conditions of the Offer:

- 1. For all app users : Flat 10% off on a minimum spend of Rs 4000 on AXIS BANK debit and credit cards.
- 2. Offer valid once per user during campaign period (1 transaction each for debit & credit card)
- 3. Valid only on Axis Bank Credit and Debit Cards.
- 4. Offer not valid on Net Banking
- 5. Offer not applicable on Website & M-Site.
- 6. Offer not applicable across Nykaa Beauty retail offline stores.
- 7. Cannot be clubbed with any other offer.
- 8. Nykaa.com has the right to cancel orders if found to be of fraudulent nature.
- 9. Nykaa.com & Axis Bank reserves the right to change / modify / add / delete any of the terms and conditions of the offer at any time without notice
- 10. Offer has no monetary value and cannot be reused, exchanged, or refunded. Nykaa.com reserves the right to withdraw this offer at its discretion and without notice.
- 11. Participation in this offer is voluntary. Any person availing of this offer shall be deemed to have read understood and accepted these Terms and Conditions.
- 12. The Bank and Nykaa.com reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change/ discontinue 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.
- 13. Customers are advised to read and understand the terms and conditions of Nykaa.com, before availing the benefits of the offer. The Bank merely facilitates its customers to avail the benefits of the offer and is in no way concerned or connected with the terms and conditions of Nykaa.com.
- 14. The Bank and Nykaa.com, reserve the right to disqualify any 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 by use of the Card.
- 15. The Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by Nykaa.com. Any issue or dispute or claim regarding the goods and services must be resolved by the Customer with Nykaa.com directly without any reference to the Bank.
- 16. The Offer shall be non-negotiable, non-encashable, non-transferrable and is for one time use, which cannot be clubbed with any other Offer.
- 17. The Bank reserves the right to change the terms and conditions of the Offer, including, extending, withdrawing or discontinuing the same without any notice at its sole discretion.



- 18. The decision of the Bank and Nykaa.com in all matters in connection with and incidental to this offer is final and shall be binding on all persons.
- 19. By utilizing or attempting to utilize any goods or services under this Offer, the Axis Bank debit, credit card customers understand, acknowledge and agree that:

Any claim, complaint or dispute of any nature arising out of or in relation to the procurement, or attempted procurement by the Customer of any goods and/or services under this offer (each a "Claim") shall be settled by Axis Bank debit card, credit card Customers directly with the Nykaa.com and Customers shall not make any claim against the Bank.

Without prejudice to the foregoing, and to the fullest extent permitted by law, Bank shall not be liable to any person for any loss, damage, expenses or claim (whether direct or indirect) in relation to any personal injury, death, false representation, damage or omission arising from or in connection with the usage or attempted usage of the Offer or goods and/or services provided under the offer.

- 20. Customers who fail to enter the coupon code or using the wrong coupon code shall not be eligible to avail the offer. The Bank shall, in no way, be liable in the event the Customer fails to enter the coupon code or uses the wrong coupon code resulting in the Customer becoming ineligible to avail the Offer.
- 21. The Bank shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy in the services rendered by Nykaa.com, its agents or representatives and the Customer hereby agrees not to hold the Bank responsible or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that he/she may suffer on account of the offer.
- 22. Disputes, if any, arising out of or in connection with or as a result of above offer or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts / tribunals in Mumbai only, irrespective of whether any other court or tribunal has concurrent or similar jurisdiction.
- 23. In case the order, where bank offer is applied, is cancelled for any reasons whatsoever, the offer cannot be availed again on the same card
- 24. Shipping and handling charges are applicable on all orders.
- 25. Should you face any trouble using this promotion code or if the payment process has failed or been interrupted before you have placed your order successfully, please contact Nykaa.com support via this link <u>https://support.nykaa.com/</u> for further assistance.
- 26. Orders placed using this coupon will be subject to the Terms and Conditions of Nykaa Beauty: <u>https://www.nykaa.com/terms-conditions</u>
- 27. All Customer Queries/disputes 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 the charge slip and Invoice for the case to be taken for further investigation.
- 28. The decision of Nykaa.com & Axis Bank will be final and binding on all and any correspondence in this regard will not be entertained.



- 29. 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.
- 30. Customers need to call Axis Bank customer care or reach out through other mediums to get the disputes resolved relating to cards.
- 31. Axis Bank and/or Nykaa.com reserves 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.
- 32. 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 Nykaa.com will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
- 33. Any person taking the advantage of this offer shall be deemed to have read, understood and accepted these terms and conditions
- 34. Any dispute relating to the offer, or the terms and conditions shall be subject to the jurisdiction of the courts in Mumbai only.
- 35. Axis Bank shall not be held liable for any delay or loss that may be caused in delivery of the services.
- 36. This Offer is made available to the Customer/s selected at the discretion of Axis Bank.
- 37. The offer cannot be combined with any other offer applicable on Axis Bank Cards & EMI.
- 38. This offer is valid for Indian residents only.
- 39. Delinquent and over-limit Axis Bank Credit Card members will not qualify for this promotion.
- 40. Axis Bank 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.
- 41. Nothing herein amounts to a commitment by Axis Bank to conduct further, similar or other offers.
- 42. If a card member has more than 1 (one) Axis Bank Credit Card, spends on the cards cannot be clubbed by the card member to qualify for the said offer.
- 43. In case, the card member holds more than 1(one) Credit Card with Axis Bank; the card member would need to call up the Customer Call Centre and confirm which card(s) the said offer may be availed for, incase he is facing trouble.
- 44. The above offer is by way of a special offer for select Axis Bank 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.
- 45. Any query regarding the offer will be entertained for 60 days from offer fulfilment date. Post such date, the Bank will not entertain any correspondence or communication regarding this offer from the customer.



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

