

# Axis Bank – Provogue Campaign Axis Mobile App and Axis Internet Banking First time Transaction

## I - Definitions

For the purposes of these terms and conditions:

"Campaign Period": Campaign period starts from 5<sup>th</sup> July 2016 to 31<sup>st</sup> December 2016 (both days inclusive)

- "Customer" shall mean a person who holds an active Axis Bank Savings account (excluding Burgundy, Privee and Axis Bank staff), who is eligible to participate in this offer irrespective of the fact that if he/she has received official communication from Axis Bank with respect to the captioned Offer via SMS or Email
- "Axis Bank Mobile App" or "App" shall mean and include 'Axis Bank Mobile Application' offered by Axis Bank.

**"Financial transaction"** shall mean the below mentioned transaction performed by the customer on Axis Bank Mobile App or Axis Net banking during the offer period:

- Funds Transfer NEFT/IMPS (to non-Axis bank accounts)
- Axis to Axis Transfers
- Recharges (mobile/DTH/data card)
- Credit Card bill payment
- Utility Bill Payment
- "Axis Internet Banking" shall mean and include "Axis Net banking" offered by Axis Bank
- "Alliance Partner" shall mean "Provogue India Ltd", who has entered into an alliance agreement with Axis Bank for purpose of providing the Offer.
- "Offer" shall mean, that the existing and new Axis Bank Savings account customer who will do his/her first time registration on Axis Mobile App or Axis Internet during the offer period shall get alliance partner's accessory (namely hobo bag and gym bag) that can be availed by Axis Bank customer by paying shipping and handling charge of Rs 299 during the Offer Period on (www.provogue.com/axisbanktransaction)
- "Products/Services" shall mean the goods/benefits/facilities offered by the Alliance Partner.

- "Website" shall mean the following website of the Alliance Partner (www.provogue.com/axisbanktransaction)
- "Void Transaction" shall mean any transaction wherein the transaction has taken place but has been cancelled /rejected /unsuccessful by Provogue.

## **II - Offer Details**

- Any Axis Bank savings account customers (excluding Burgundy, Privee and Axis Staff) who do
  their first time registration on Axis Mobile App or Axis Internet Banking during the offer period
  shall be eligible for the offer as defined hereinabove.
- Such Customer can avail Alliance partner's fashion accessory worth Rs 1699 (Hobo Bag) or Rs 1499 (Gym bag) by paying shipping and handling charge of Rs 299 to Provogue.
- The fashion accessory selection and payment has to be done at the website(www.provogue.com/axisbanktransaction)
- Payment can be done using Axis Bank Internet Banking only.
- The offer is non-transferable, non-binding and non encashable.
- The offer is not valid for Void Transactions.
- The offer is valid only till stock lasts.

### III - Steps to avail the offer

- Customers who are eligible for said offer shall follow the below mentioned process.
- (Complete first financial transaction on Axis Mobile Banking or Axis Internet Banking and be eligible for the Provogue accessory)
- SMS will be sent within 7 days with the Promo code and the link (<u>www.provogue.com/axisbanktransaction</u>) will be shared
- Enter your unique Promo code and click on **Continue**
- Customer shall select the product and enter his/her name, address and contact details.
- Customer shall make the payment\* through payment through the Axis Bank Internet Banking services only.(Pay 299\* to Provogue for shipping and handling charges)
- Product selected by the Axis Bank customer will be delivered by Alliance partner to the customer within 28 working days.

## IV - Terms and Conditions as prescribed by Provogue

- This offer is brought to Axis Bank customers solely by Provogue. Axis Bank is only communicating this offer on behalf of Provogue.
- Axis Bank shall not be responsible for any delay and defect in providing the gift by Axis Bank / third party vendor or use thereof or on account of any other reasons whatsoever including,

- without limitation on account of delays or failures by/ attributable to reasons beyond the control of Axis Bank
- Axis Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the discount / benefit or of the Products/Services under the Offer provided by Provogue.
- Offer valid only on fashion accessory as per given range.
- Customer will have to pay only handling charges of Rs 299 as per assigned terms and conditions by Provogue.
- Selected product shall be delivered to customer by Provogue within 28 working days.
- Any person availing of this offer shall be deemed to have accepted these Terms and Conditions.
- Axis Bank and Provogue reserves 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.
- All disputes, if any, arising out of or in connection with or as a result of above offers or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts / tribunals in Mumbai only, irrespective of whether courts / tribunals in other areas have concurrent or similar jurisdiction.
- Provogue shall not be liable for any claims or grievances' solely attributable to netbanking services of Axis Bank

#### V- Terms Prescribed by Axis Bank

- Axis Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the discount / benefit or of the Products/Services under the Offer provided by "Provogue".
- The existence of a dispute, if any, regarding the Offer shall not constitute.
- Any claim against Axis Bank and shall be addressed directly by Provogue. In the event of any
  customer claims arising due to any acts and omission on the part of Axis Bank or claims or fraud
  related to the Axis Bank Internet Banking, or Axis Mobile App shall be liable to address such
  disputes.
- All communication / notices with regard to the said claims attributable to Provogue should be addressed to , Provogue India Ltd., 105 / 106, Provogue house, off new link road , Andheri (W), Mumbai - 400 053.
- All issues / queries / complaints / grievances relating to the Offer, if any, shall be addressed to
  Alliance Partner directly at the below mentioned email id axis@Provogue.com without any
  reference to Axis Bank. The same shall be addressed by Provogue within 15 working days of
  transaction.
- Email: <u>care@provogue.com</u> OR Call Centre Number <u>022-40454100 (between 10:00 am to 6:30 pm)</u>
- Customer can also share his complaints on the link http://www.provogue.com/complaintsform

- Axis Bank reserves the right to disqualify the -Offer Partner/s or Axis Bank Internet Banking or Mobile App user from the benefits of the Program if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program or otherwise by use of the Axis Bank services.
- Axis Bank shall not be held liable for any delay or loss that may be caused in delivery of the goods and services or the assured gifts / prizes.
- Axis Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may
  arise due to use of or otherwise from the benefits/gifts availed of by the Customer received in
  the said Offer/campaign
- The Offer is not available wherever prohibited and / or on products / services for which such offers cannot be made available for any reason whatsoever.
- Axis Bank and Provogue together reserve the right to modify/ change 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 after the offer period.
- If the Axis Bank user ceases to be so at any time during the Offer Period, then all the benefits under the Offer shall lapse and shall not be available to such Axis Bank user.
- "Offer Period" shall mean the period commencing from 5<sup>th</sup> July 2016 to 31<sup>st</sup> December 2016 both days inclusive.
- "Website" shall mean the following website of the Alliance Partner (www.provogue.com/axisbanktransaction)
- "Void Transaction" shall mean any transaction wherein the transaction has taken place but has been cancelled /rejected /unsuccessful by Provogue.
- Any dispute or claim regarding the goods and services availed under the offer shall be resolved by the Customers with the third party Vendor directly without any reference the same to Axis Bank and shall not constitute any claim against Axis Bank.
- Provogue may impose additional terms and conditions for the gift via e-mail or other means and such terms and conditions shall be in addition to the Terms and Conditions of the Offer and the terms and conditions governing the usage of remittances services offered by Axis Bank.
- The Terms and Conditions of the Offer shall be in addition to and not in substitution/ derogation
  to the terms and conditions governing the usage of the outward remittances services offered by
  Axis Bank.
- Any other terms & conditions prescribed by "Provogue" shall be applicable, separately

