

## Terms and Conditions for Merchant Campaign

1. The merchant campaign is valid from 20<sup>th</sup> February 2017 to 20<sup>th</sup> April, 2017 (both days inclusive)
2. Merchants for the purpose of campaign are defined as follows (hereinafter referred as ‘Eligible Merchants’):
  - Existing Retail merchants that have done less than/equal to 5 transactions (i.e Zero to 5 transactions) in month of Jan’17 and giving volume of less than Rs 50,000 daily during the campaign period
  - New Retail merchants - On boarded are also eligible for the offer (volume upto Rs. 10,000 daily)
3. Retail Merchants are defined as - Individual, Sole Proprietorship, Partnership, HUF or Private limited companies that have done acquiring volume less than or equal to Rs. 5 lacs monthly
4. The criteria for the eligible merchants for qualifying in the campaign, prize amount and total prizes are given below:

Category	Eligible criteria for the merchants to qualify in the campaign	Number of merchant	Prize Amount
Daily Prize	Atleast 2 transactions in a day (minimum one visa transaction)	Top 200 merchant	Rs 500

5. The minimum transaction amount considered under the offer will be Rs. 50.
6. The daily winners will be selected from the qualified merchants who have done the highest number of transactions during the day. In case the numbers of card transactions are equal for two or more merchants, the time of the last card transaction for each such merchant will be taken into consideration and the earliest one will win the prize.
7. The eligible merchant can only win one daily prize during the month.
8. “Campaign Period” shall mean the period starting from 20th February, 2017 00:00:00 hours to 20th April, 2017 23:59:59 hours (both days inclusive) as per Indian Standard Time.
9. “Week” is defined as follows starting 00:00:00 hours and ending on 23:59:59 hours on the day specified below:

Week	Dates
Week - 1	20th Feb (Mon) to 26th Feb (Sun)
Week - 2	27th Feb (Mon) to 5th Mar (Sun)
Week - 3	6th Mar (Mon) to 12th Mar (Sun)
Week - 4	13th Mar (Mon) to 19th Mar (Sun)
Week - 5	20th Mar (Mon) to 26th Mar (Sun)
Week - 6	27th Mar (Mon) to 2nd April (Sun)
Week - 7	3rd April (Mon) to 9th April (Sun)
Week - 8	10th April (Mon) to 16th April (Sun)
Week - 9	17th April (Mon) to 20th April (Thu)

10. "Month" is defined as follows starting 00:00:00 hours and ending on 23:59:59 hours on the day specified below:

Month	Dates
Month – 1	20th Feb (Mon) to 20th March (Mon)
Month – 2	21th March (Tue) to 20th April (Thu)

11. The campaign is on transactions done on Axis Bank's PSTN, GPRS, MPOS, mVisa terminals and Axis Merchant App (QR Code) only. Transactions of all type of cards (Visa, Master, RuPay, American Express) done on Axis Bank's PSTN, GPRS, MPOS and mVisa terminals are considered.
12. The number of transactions will be considered at merchant level and not terminal level
13. Daily prizes are considered from 20th Feb 2017 to 20th April 2017 (both day inclusive)
14. Only transactions which are settled will be considered for campaign. Transactions which are reversed, cancelled, declined or failed will not be considered for this Campaign.
15. The communication will be sent to all winners of the offers either through a physical letter or emailer or SMS / Telecalling to their registered address, email ID or mobile no. with the Bank respectively. For communication of campaign to the eligible merchant and winner merchant, the merchants understand and permit Axis Bank to share the details like name, address, phone number etc with the authorized vendor of the Bank.
16. Winning participating merchants of the week will be published within the first three working days of the subsequent week on the website [www.axisbank.com](http://www.axisbank.com).
17. The prize amount shall be transferred /credited to the bank account only where the settlement amount is credited. If the bank account is closed/not available, Axis Bank shall hold the money till April 30, 2017, within which period, the winner should contact Axis Bank. After the termination of this time period, AXIS Bank shall be under no obligation to entertain any requests or claims for the prize.
18. Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the winner due to provision of the Prize, shall be to the sole account of the winner Participant.

### **General Terms and Conditions**

1. The merchants can participate in the Campaign only if he/she agrees to all the Terms & Conditions of this Campaign.
2. Eligible merchant consent that if required by the bank, they will give their testimonials about the campaign/Bank in writing. The stories, testimonials & photos of eligible participant will be used by the bank for marketing/promotional purposes and the Bank shall not, at any time, be liable to make any payments towards any kind of fees, incentive or royalty, for these stories/ testimonials /photos.

3. Axis Bank reserves the right to disqualify any merchant from the benefits of Campaign if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the campaign.
4. The Campaign is valid only for eligible merchants as defined earlier. Bank reserves the right to Offer the campaign to any of its customers at its sole discretion.
5. If the eligible merchant surrender his terminal or deactivate the merchant services before April 30, 2017 will not be eligible for the Campaign.
6. Merchant whose account has been classified as delinquent before or during the campaign period will not be eligible for the benefits of the offer. Bank's discretion in this regard shall be final.
7. Axis Bank and group Staffs and their family members are not eligible for this Campaign.
8. Any participation in this Campaign is voluntary. Any person availing of this Campaign shall be deemed to have read, understood and accepted these Terms and Conditions.
9. The Campaign cannot be clubbed with any other campaign/offer(s)/promotion(s).
10. The Bank reserves the absolute right to change / modify / withdraw / suspend / cancel this Campaign at any time without giving any notice and without assigning any reason.
11. The decision of the Bank in all matters in connection with and incidental to this Campaign is final and shall be binding on all persons.
12. These Terms and Conditions shall be governed by the laws of India. All disputes arising out of or in connection with or as a result of this Campaign or otherwise relating hereto shall be subject to the exclusive jurisdiction of the courts or tribunals at Mumbai only, irrespective of whether any other courts or tribunals have concurrent or similar jurisdiction.
13. 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.
14. In all matters relating to the Campaign, the decision taken by Axis Bank shall be final and binding on the Customers/ Participants.
15. The Customer/Participant agrees to indemnify and keep Axis Bank indemnified for any loss or damage that Axis Bank may suffer with respect to the Campaign including but not limited to any fraudulent and/or illegal transaction or any misrepresentation made by the eligible merchant while participating in this Campaign.
16. This Campaign 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 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 cannot be continued without total compliance of the prevailing law at any point of time, this Campaign shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Campaign comes into force.
17. In the event any alternative Prize is offered, selection of the same shall be at the sole discretion of Axis Bank.
18. The Campaign is not available, wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever. The Campaign is void where prohibited by law.

19. These Terms and Conditions shall be in addition to and not in substitution / derogation to the terms and conditions governing the Facility / Primary Terms and Conditions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the terms and conditions applicable to the Facility / Primary Terms and Conditions.
20. The participation in the Program is entirely voluntary and it is understood, that the participation by the Participant shall be deemed to have been made on a voluntary basis.
21. 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.
22. 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 failure by Axis Bank to enforce any of its rights at any stage does not constitute a waiver of those rights.