

**Terms & Conditions for Cross Border Spends Campaign on Axis Bank MasterCard Credit & Debit Cards**

**28<sup>th</sup> June'19- 31<sup>st</sup> August'19 (both days inclusive)**

**Offer Terms and Conditions:****Offer:**

1. 1% cashback on all (eCom & PoS) purchases with Axis Bank Mastercard consumer credit & debit cards subject to minimum spend of USD 500 (or equivalent), minimum 3 transactions and max cashback of INR 2500 per card during the Promotion Period.
2. There needs to be atleast 1 International (Non INR) PoS transaction (i.e., card present transaction) in the total of minimum three transactions required for the customer to be eligible.
3. Promotion Period: 28<sup>th</sup> June, 2019 – 31<sup>st</sup> Aug, 2019
4. The campaign is eligible only on non INR currency transactions.
5. The cashback will be processed at Customer ID level.
6. Prevailing exchange rate during settlement of the transactions will be applicable during the offer period.
7. The cash back will be processed to the eligible customers within 90 days after the end of the promotion ends on a best effort basis
8. Offer is valid on all Axis Bank Mastercard Retail Credit and Debit Cards. This offer is not valid on Corporate Credit Cards and NRE Debit Cards.

**General Terms and Conditions:**

1. The Cross Border Spends Campaign (28<sup>th</sup> June 2019 – 31<sup>st</sup> August 2019) (here after referred as the "Promotion") is organized and managed by Axis Bank (hereafter referred as Axis Bank) and Mastercard Asia Pacific Pte. Ltd. (referred as Mastercard /Sponsor). The Promotion is open to age 18 years and above, except the following:
  - A. Employees (and their families) of the Promoter and Sponsor, its affiliates and subsidiary companies, as well as representatives or agents of the Promoter.
  - B. Any other person performing any- professional job connected with the Promotion.
  - C. Family member referred to in these Terms and Conditions including but not limited to: spouse, ex- spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother or step sister.
2. The term of the Promotion is from 28<sup>th</sup> June 19 2019 to 31<sup>st</sup> August 2019 (the "Promotion Period").
3. The Promotion is open to customers who spend through Axis Bank Mastercard Credit & Debit Cards (Excluding corporate cards) during the Promotion Period in \_\_\_\_\_ ("Participating Locations"). There is a minimum transaction amount required to be a Qualifying Transaction.
  - (a) 1% cashback on all (eCom & PoS) purchases with Mastercard consumer credit & debit cards subject to minimum spend of USD500 (or equivalent) , minimum 3 transactions and maximum cashback of INR 2500 per card during the Promotion Period.
4. The cashback will be awarded as described within the Promotion. The cashback offer is not exchangeable or transferable and not convertible to cash.
5. Card account holders whose accounts are not active and/or are closed or have a credit freeze at the time of processing of cashback will not be eligible for the benefits of the offer. Cashback will be given only in the form of account credit. Cashback will not be given in any other mode. Bank's discretion in this regard shall be final.
6. Offer is not applicable on transactions as per FEMA 1999 guideline schedule -I transactions for all cards.
7. Offer is not applicable for debitcardholders who do not have PAN numbers registered as per extant LRS guidelines.
8. Axis Bank and Mastercard's decision in all matters with the Promotion is final and conclusive.

9. By entering the Promotion, all participants will be deemed to have accepted and be bound by these terms and conditions, which shall be interpreted by Axis Bank and Mastercard at their sole discretion.
10. Neither Axis Bank or any other person or party associated with the Promotion, including Mastercard, shall be liable for any loss nor damage (including, but not limited to indirect or consequential loss or damage) suffered.
11. Axis Bank and Mastercard reserves the right to amend these terms and conditions or to cancel, alter or amend the Promotion at any stage if deemed necessary in its opinion or if circumstances arise outside of its control.
12. These Terms and Conditions supersede all other prior terms and conditions, understandings, arrangements or agreements, whether verbal or written, in relation to the Promotion.

#### **MasterCard Terms and Conditions**

1. Mastercard and its directors, officers, employees and agents shall not be liable to the customers/ cardholders receiving the benefits under the offer or any other person for any deficiency, delay, omission, default or failure in delivery of the benefits of the Offer or any related matter by any person.
2. Each Participant acknowledges that Mastercard, does not assume any responsibility for:
  - (a) any merchant voucher/offers/promotion offered under the Offer;
  - (b) any products and services offered under the offer or related to or connected with any rewards or any component or item thereof;
  - (c) the failure of any electronic communications in relation to delivery and/or receipt of communication, postings, winner notifications and other notifications whatsoever; and
  - (d) any entry, posting, notification or correspondence that is lost, late, misdirected, intercepted, undelivered, rejected, blocked, deleted or otherwise not received for any reason whatsoever, as the case may be.
3. Under no circumstances shall the inclusion of:
  - (a) any reward offered/related benefits under the Offer;
  - (b) any promotion, offer, product or service offered under the Offer or related to, be construed as an endorsement or recommendation of such benefit or product or service under the Offer by Mastercard.
4. No representation or warranty of any kind is given by Mastercard as to the benefits offered under the Offer and all liability of any kind whatsoever is excluded to the fullest extent permissible by applicable law.
5. All risks associated with the use or benefits of the Offer are borne by the customers/cardholders receiving the benefits under the Offer.
6. To the fullest extent permitted by applicable law, each participant shall not have any claim whatsoever against any member of the Mastercard and their respective directors, officers, employees and agents in respect of any action, proceeding, judgment, damage or loss (including, without limitation, incidental, punitive, consequential, special, direct or indirect damages, loss of profits, loss of business, loss of business opportunity or economic loss), expense, injury (including, without limitation, death or personal injury), damage to property or liability suffered or incurred by the participant (including any companion of the winner) or any other person arising from or in connection with:
  - (a) such participant's participation in the Offer;
  - (b) the collection, receipt, redemption, use or misuse of any benefits or any component or thereof by such participant and/or any other person;
7. Each participant shall indemnify and hold the Mastercard and their respective directors, officers, employees and agents harmless from and against any and all claims (including, without limitation, claims for negligence), liabilities, suits, damages, judgments, costs and expenses (including, without limitation, attorney's fees) and all losses and expenses resulting or arising from or connected with any claims or actions by any third parties against Mastercard or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such participant, including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such participant.

8. Mastercard and their respective directors, officers, employees and agents shall not, to the fullest extent permissible by applicable law, be liable in any way whatsoever in respect of any of the following:-
  - (a) lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted entries, notifications, postings, correspondences or transaction postings;
  - (b) any reward or any component or item thereof that is damaged, defaced, illegible, lost, stolen or otherwise not used;
  - (c) inaccurate information provided by the participant, howsoever caused;
  - (d) the suspension, cancellation or termination of the Offer for any reason whatsoever;
  - (e) virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention in any part of the entry process, the winners' selection or determination process, or the operation or administration of the Offer;
  - (f) technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;
  - (g) any action, proceeding, judgment, liability, loss, injury, claim or damage (including, but not limited to, incidental, punitive, consequential, special, direct or indirect damages or losses, loss of profits, loss of business, loss of business opportunity, economic loss), expense, death and personal injury incurred or suffered by any participant or any other person which may be caused, directly or indirectly, in whole or in part, from (i) any participation in the Offer; (ii) the collection, receipt, redemption, use or misuse of any benefits or any component or item thereof.
9. Mastercard accepts no responsibility for any tax implications that may arise from any benefit or any component or item thereof or the claiming, redemption and use thereof. Any tax filing obligation or any tax, rates or fee payment due to any authority as a result of the participation in the Offer by a participant or the collection, redemption, receipt or use of any benefit or any component or item thereof remains the sole responsibility of the customer receiving such benefits thereof. It is the responsibility of each customer receiving such benefit to seek independent advice on the possible implications this may have on his/her own financial situation.
10. If any of the provisions of these terms and conditions becomes or is invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and such invalid, illegal or unenforceable provisions shall be deemed severed from these terms and conditions and Mastercard and Promoter shall be entitled to replace such severed provisions with such other provisions as they may deem fit.
11. For purposes of the above, "Mastercard" refer collectively to the group of subsidiaries, affiliates, holding companies, associated entities, whether incorporated or not as well as agencies of Mastercard Asia/Pacific Pte. Ltd.;

**Axis Bank Terms and Conditions:**

These terms and conditions apply to and regulate the provisions of the specified Offer (defined hereinabove) provided by Axis Bank. These Terms are in addition to and not in derogation with following terms and conditions and such other terms and conditions as may be specified by Axis Bank from time to time

1. AXIS Bank Credit Card terms & Conditions
2. Axis Bank Debit Card terms and Conditions
3. AXIS Bank Net Banking terms & Conditions
4. AXIS Bank Saving Account terms & Conditions

AXIS Bank Mobile Banking terms & Conditions in case of any inconsistency between these Terms and Primary/other specified terms and conditions, these Terms shall prevail.

1. 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.

2. The offer is not transferable, non-negotiable and cannot be en-cashed.
3. Incomplete / rejected / invalid / returned /disputed or unauthorized/fraudulent transactions will not be considered for the offer.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 and MasterCard's decision shall be final and binding on Cardholders in all respects.
9. Images provided in promotions are only for pictorial representation and Axis Bank does not undertake any liability or responsibility for the same. Offer shall not constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of Mastercard or any third party and is not intended to create any rights and obligations.
10. 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.
11. Bank may use the services of agents for sales / marketing of the products. Copy Rights of Axis Bank Limited. All rights are reserved.
12. 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.
13. 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.
14. Mastercard & Axis Bank retain the right to change or discontinue the Offer at any time during the Promotion Period. The decision of Mastercard & 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.
15. Mastercard & 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.
16. 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.
17. 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
18. The offer is not available wherever prohibited and products/ services for which such programs cannot be offered for any reason whatsoever.
19. Any person taking the advantage of this offer shall be deemed to have read, understood and accepted these terms and conditions.
20. Any dispute relating to the offer or the terms and conditions shall be subject to the jurisdiction of the courts in Mumbai only.
21. Mastercard Terms & Conditions applicable.