



### **Campaign/Program Brief:**

These terms and conditions (“Terms”) shall be applicable to the Cardholder (as defined hereinafter) participating in the Program who agrees to be bound by the same and shall comply with the provisions of the specified products and services provided by the Axis Bank Limited (“Bank”). Any Cardholder participating in the Offer/program shall be deemed to have read, understood and accepted these terms and conditions and these terms shall be in addition to and not in derogation of other applicable terms and conditions of any account or any other facility/services offered by the Bank and/or such other terms and conditions as may be specified by the Bank from time to time.

### **1. DEFINITIONS**

For the purposes of these terms and conditions (“Terms”):

1. “Alliance Partner” shall mean vendors providing the discounted e-voucher
2. “Authorized Vendor” shall mean a third party vendor who will be delivering the Vouchers to the customers.
3. "Card" shall mean such variants of Axis Bank Forex Cards that have been issued by Axis Bank and are valid and subsisting during the program period.
4. “Card Holder/s" shall mean such Cardholder/s who are existing Axis Bank’s Cardholders; and to whom a Card has been issued and who is authorized to hold the Card.
5. “Eligible customers” shall mean **all new and existing Axis Bank Multi-Currency Forex Cardholders and eligibility to differ as per below offer**. The offer is not valid on commercial Forex cards.
6. “Discount Voucher” shall mean the discount offered by Alliance Partner.
7. “Offer” shall mean and include Offer mentioned below.
8. "Program/Offer Period" shall mean the offer period from 15th Dec 2019-5<sup>th</sup> Jan 2020

## 2. OFFERS

The Offer is valid for all new and existing Axis Bank Multi-Currency Forex Card Holder/s and shall be valid and subsisting during the Program/Offer Period, unless otherwise notified by Bank. The offer construction shall be as follows:

1. **Offer for all new forex cards loaded during the campaign period with minimum USD 3000 (equivalent) and above will be eligible for**
  - a) Flat 10% in store discount voucher at 200 Samsonite Offline Stores. (Max discount of INR 3000/- on Min spends of INR 10000/- (Rupees Ten Thousand Only)
  - b) 10% off on booking all tourist attractions on Headout
  
2. **Offer for all existing and new forex card holders with no minimum loading during the campaign period will be eligible for**
  - a) 10% off on booking all tourist attractions on Headout.

### **Process for redeeming the Samsonite Voucher**

1. Once the customer completes the enrols procedure with the Bank and the Axis bank Forex Card is activated, the Bank will send an e-mail to the customer with Samsonite discount e-voucher code along with the details for redemption process and the store list/locator information/link.
2. Validity of the e-Voucher discount will be till 31<sup>st</sup> July, 2020.
3. Only one Promo code can be applied on one Invoice.
4. Invoice can be made for sales of Samsonite only
5. Axis Bank shall be solely liable for distribution of the membership vouchers to its eligible users
6. Eligible User will be required to visit the Samsonite offline stores (PDF of stores will be shared with the customer on mailer) and present the e-vouchers in mails to avail the discount as per the terms and conditions to redeem it in the POS of the Company authorized stores offline stores.
7. Axis reserves the right at any time to amend / add / remove / modify (in whole or part) any of the terms & conditions of this Offer, or to replace, wholly or in part, this Offer by another Offer, whether similar to this Offer or not, or to withdraw it altogether. Notice of the same shall be in written on [www.axisbank.com](http://www.axisbank.com)
8. Neither any officials or employees or Directors' of Samsonite will be held responsible for any liability occurring during or after the Offer Period.
9. The customers in the Offer will be construed as an acceptance of the Terms and Conditions stipulated herein. In the event of dispute with the terms and conditions, Samsonite's decision shall be final and binding on the customers.

### **Redemption process for Headout discount** (Applicable on Multi-Currency VISA Forex Cards)

For all T&C and redemption process relating to Headout please click here [https://www.visa.co.in/en\\_in/visa-offers-and-perks/headout/138533](https://www.visa.co.in/en_in/visa-offers-and-perks/headout/138533)

### **General Terms and Conditions:**

- The offer is valid on all eligible Axis Bank Multi currency Forex cards issued through the Bank.
- The Voucher is not the product and service of Bank and therefore, Bank shall not in any way be deemed to be making any representation or warranty whatsoever in connection with the Voucher (including the quality of products/services thereof) and shall not be responsible in any way whatsoever for the same. The Voucher is being provided exclusively by Alliance Partner and Bank shall not be responsible for any claims/ damages of the eligible /Card Holder in case of deficiencies in Voucher or the services of Alliance Partner.
- Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the Alliance Partner. Any dispute or claim regarding the goods and services must be resolved by the Card Holder/s with the Alliance Partner directly without any reference to Bank. The existence of a dispute, if any, regarding the goods and services shall not constitute a claim against Bank.
- 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.
- Bank reserves the right to disqualify/ exclude any Card Holder/s from 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.
- In the event any alternative Voucher is offered, selection of the same shall be at the sole discretion of Bank.

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

1. The benefits including the discounted e-Voucher under the campaign are neither transferable nor redeemable in cash nor negotiable.
2. Bank holds out no warranty or makes no representation about the quality, delivery of the services offered by the Alliance Partner. Any dispute or claim regarding the services must be resolved by the Card Holder/s with the Alliance Partner directly without any reference to Bank. The existence of a dispute, if any, regarding the services shall not constitute a claim against Bank.
3. Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use of any services availed of by the Card Holder/s under the Offer.
4. All the images used in the communication carried out for this promotion are for representation purpose only.
5. The campaign /offer cannot be clubbed with any other campaign/offer(s)/promotion(s).
6. By participating in this Promotion/Campaign/Offer, the Eligible cardholder agrees to be bound by these Terms and Conditions and the decisions of Bank and Samsonite shall be final and binding.

7. The Terms and Conditions of the Campaign/Offer shall be in addition to and not in substitution/ derogation to the primary terms and conditions governing the usage of the products/services offered by Axis Bank.
8. Any cardholder participating in this Campaign/Offer shall be deemed to have read, understood and accepted these Terms & conditions.
9. The participation in the offer is entirely voluntary and it is understood, that the participation by the cardholder shall be deemed to have been made on a voluntary basis.
10. 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, mobile handset, computer equipment, software, or website.
11. 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
12. In all matters relating to the campaign/program, the decision taken by Bank will be the final decision
13. Bank reserves the right to modify/ change all or any of the terms and conditions contained herein as per its discretion without assigning any reasons. Bank also reserves the right to discontinue the Contest/Offer without assigning any reasons. The decision of Bank shall be final in this regard.
14. Bank will not be liable in any manner whatsoever for any loss/ damage /claim/injury that may arise due to withdrawal or change in the terms and conditions of the Offer or discontinuation of it.
15. The Campaign/Offer is not available wherever prohibited and/or on products/services for which such offers cannot be made available for any reason whatsoever.
16. Bank reserves the right to disqualify the Cardholder from the benefits of Program/Campaign/Offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program. The decision of Bank shall be final in this regard.
17. Cardholder/s whose account has been classified as delinquent before or during the currency or completion of the offer period will not be eligible for the benefits of the offer. Bank's discretion in this regard shall be final.
18. In all matters or disputes relating to the Offer, the decision of Bank shall be final and binding on the Cardholders.
19. This Campaign/ Offer is subject to applicable law and regulations and would be modified / discontinued by the Bank 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/Offer till such time the terms are modified by the Parties as per the prevailing/ amended law at that point of time. Any changes to these Terms and Conditions of Use or any terms posted on [www.axisbank.com](http://www.axisbank.com) site apply as soon as they are posted. In the event, that the Campaign/Offer cannot be continued without total compliance of the prevailing law at any point of time, this Campaign/Offer shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the

Campaign/Offer comes into force. By continuing to use the card after any changes are posted, you are indicating your acceptance of those changes.

20. 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.
21. The Cardholder agrees to indemnify and keep Bank and Samsonite indemnified for any loss or damage that Axis Bank and Samsonite may suffer with respect to the Campaign / Offer including but not limited to any fraudulent and/or illegal transaction or any misrepresentation made by the Cardholder while participating in this Campaign / Offer
22. The Campaign / Offer is void where prohibited by law.
23. 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 Bank to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Campaign / Offer shall be borne solely by the Cardholder and Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
25. These Terms and Conditions shall be governed by the laws of India. The courts at Mumbai shall have the exclusive jurisdiction in respect of any disputes with respect to all the subject matter with relation to the Offer including Discount Offer.
26. Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the discount / benefit or of the Voucher/product/ services mentioned under the services provided by the Alliance Partner. Bank would not be liable in any manner whatsoever or howsoever including but not limited to any financial loss/damage that may be incurred by the Cardholder due to the use of the aforesaid discounts. The sole liability shall rest with Alliance Partner for any claims raised by the Cardholder on any of the aforesaid issues.
27. Bank does not assume any responsibility for the products and services offered under this Campaign. The services are provided solely by the Alliance Partner, under such terms and conditions as determined by such vendors, and Bank accepts no liability whatsoever in connection with such offers, products and services. The products and services have not been certified by Bank.
28. All issues / queries / complaints / grievances relating to the Discount Offer, if any, shall be addressed to Samsonite
29. Incomplete / rejected / invalid / returned /disputed or unauthorized/fraudulent transactions will not be considered for the offer. Decision of Bank shall be final in this regard.
30. Bank makes no representation and disclaims all express, implied, warranties of any kind to the Cardholder and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
31. Cardholder himself/herself will be responsible for any damage/loss or theft post the delivery and acceptance of the prize/product.

32. Bank makes no representation and disclaims all express, implied, warranties of any kind to the Cardholder and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
33. In case of any queries or clarification on the Offer, the CardHolder can also contact our customer service desk or write to us at [www.axisbank.com/support](http://www.axisbank.com/support)