

Terms and Conditions for Rs1000 cashback offer on Axis Bank Visa Card Cross Border Campaign

These terms and conditions (“Terms”) shall be applicable to the Credit and Debit Cardholders (as defined hereinafter) participating in the Offer (as defined hereinafter) who agrees to be bound by the same and shall regulate the provisions of the specified products and services provided by the Axis Bank (“Axis Bank”). Participation in this offer is voluntary. Any User participating in the Offer 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.

Definitions:

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

“Promotion Cards” – All Visa consumer Credit and Debit cards issued by the Axis Bank in India and currently valid

“Promotion Cardholders” – Holder of Promotion Cards

“Campaign Period/ Offer Period/ Validity” - The period for which the offer is valid.

“Transactions” – any usage on the card which is not a charge/fee/interest levied.

“Merchant” – any establishment where the Axis Bank credit card mentioned in the offer has been used for making a purchase.

SMS/Email/Mobile App Push Notification sent by Axis Bank to the customer’s registered mobile number/email ID mentioning the offer is referred to as “communication”. Only those customers who receive the communication are eligible.

The Campaign Period referred to as “Offer Period” or “Validity” or “Promotion Period”, used interchangeably, will be the one mentioned in the communication received by customer.

Validity: 1st Aug-22 to 30th Sept-22

Offer details

During the Offer Period, Promotion Cardholders will be entitled to receive the following cashback privileges (“**Promotion**”):

1. Promotion Cardholders who have successfully spent a cumulative amount of INR 80,000 (Indian Rupees Eighty Thousands only) or more in foreign currency through Eligible Transactions using their Promotion Cards during the Promotion Period shall be termed as **Qualifying Promotion Cardholder**. All foreign currency transactions made on all **point-of-sale** transactions outside India (excluding Cash Transactions at point-of-sale terminals) would be considered as eligible transactions.
2. The **first 1,400** Qualifying Promotion Cardholders shall be eligible for a one-time maximum cashback of INR 1,000 (Indian Rupees One Thousand only)

3. A Qualifying Promotion Cardholder shall also be entitled to participate in the following:

Bumper Cashback:

- One Qualifying Promotion Cardholder shall be entitled to receive a bumper cashback of INR 1,000,000 (Indian Rupees Ten Lakh only). For the purpose of the same, the Qualifying Promotion Cardholder with maximum number of **point-of-sale** transactions outside India (excluding Cash Transactions at point-of-sale terminals) of INR 400 or more in foreign currency at a minimum of five (5) distinct merchant shall be entitled for bumper cashback.
- In case of tie for a bumper cashback on the basis of the criteria of maximum number of **point-of-sale** transactions outside India (excluding Cash Transactions at point-of-sale terminals) of INR 400 or more in foreign currency at a minimum of five (5) distinct merchant getting fulfilled by multiple Qualifying Promotion Cardholders, the Qualifying Promotion Cardholder with the maximum spends carried out in foreign currency on all **point-of-sale** transactions outside India (excluding Cash Transactions at point-of-sale terminals) shall be considered as a winner for bumper cashback.

Offer terms

The offer is valid only for select Axis Bank Credit and Debit Cardholders to whom the formal offer communication was sent by Axis Bank, on their mobile number/email ID registered with the bank.

- The Promotion is only available on foreign currency transactions made on all **point-of-sale** transactions outside India (excluding Cash Transactions at point-of-sale terminals).
- All payments must be settled using a Promotion Card.
- For the Bumper Cashback each transaction size should be a of a minimum of INR 400 or more in foreign currency at a minimum of five (5) distinct merchants
- For avoidance of doubt, all e-commerce transactions/ ATM cash withdrawal undertaken by Promotion Cardholders are excluded from the offer.

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- 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.
- The offer is valid on the Credit Card and Debit card account mentioned in the communication. Transaction can be done either on Primary card or Add-on card, however cashback would be credited only once on the Primary card mentioned in the communication for a transaction done on a Primary or Add-on card or both under the same Credit Card account.
- 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.
- Cashback will be posted to the eligible credit card account/savings account within 90 days after the expiry of the offer period on best effort basis.
- 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.
- This offer is not valid on Corporate Credit Cards.
- 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.
- Transaction can be done either on Primary card or Add-on card, however cashback would be credited only once on the Primary card mentioned in the communication for a transaction done on a Primary or Add-on card or both under the same Credit Card account.
- Credit Card holders whose cards are not active, blocked 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 credit on the credit card and will not be given in any other mode. Bank's discretion in this regard shall be final.
- Axis Bank's computation of spends & eligibility shall be final, conclusive and binding on Card members and will not be liable to disputes, save and except in case of manifest error.
- Spends will be calculated basis details of the merchant and the transaction date submitted by the Merchant Establishment/Association (i.e., Visa). Axis Bank will not be responsible if Merchant Establishment submits the transaction date or other details pertaining to the transaction as different from the actual when transaction was done.

- Axis Bank shall in no way be liable if any Customer/(s) is/are unable/fail to do the transaction due to incompatible Mobile Phone handsets, Telecom Usage Plans or network failures or system failure/error or for any other reason whatsoever.
- 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.
- Promotion mechanics above are communicated to the Promotion Cardholders by the Bank. Visa does not make any express or implied warranties as to the accuracy or completeness of any information related to the Promotion. Promotion Cardholders are requested to confirm the availability and validity of the Promotion directly with the Bank. Visa is not directly or indirectly involved in the selection or determination of the Promotion Cardholders that would be the beneficiaries of this Promotion.
- Bank is the sole provider of all services under this Promotion. Accordingly, the Promotion Cardholder understands, acknowledges and agrees that the procurement by him/her of any services under this Promotion shall constitute a contract solely between Bank and him/her, and Visa is not, nor will Visa become a party to such contract.
- By utilizing or attempting to utilize any of the services under this Promotion, the Promotion Cardholder understands, acknowledges and agrees that:

- Any claim, complaint or dispute of any nature arising out of or in relation to the procurement, or attempted procurement by the cardholder of any services under this Promotion (each a "Claim") shall be settled by the Promotion Cardholder directly with the Bank, and Promotion Cardholder shall not make any Claim against Visa.
- Without prejudice to the foregoing, and to the fullest extent permitted by law, Visa 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 connecting with the usage or attempted usage of the Promotion or the services provided under the Promotion
- 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.
- This Campaign/ Offer is / 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/Offer 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/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.
- Logos/trademarks used are owned by respective entities. Axis Bank has been authorized 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
- Customer under this Offer and/or otherwise will be governed by Axis Bank Terms & Conditions. Customer can view the terms and conditions as well as the complete terms and conditions on the online portal <http://www.axisbank.com>