



#### **Terms & Conditions**

### Definitions

- "Cardholder" shall mean a customer to whom the facility has been granted by virtue of such customer holding a Card
- "Card" shall mean Credit, Debit and Prepaid card, which has been issued by AXIS Bank and is valid "Program" shall mean the assured discount offers for the Cardholder at featured restaurants
- "Offer" shall mean the discount provided on products/services of the Featured Restaurants and shall be provided to the Cardholder free of cost
- "Featured Restaurants" shall mean restaurants who have agreed to provide Offer to Axis Bank Card Holders.

### Terms and Conditions

- The cardholder has to present his valid Axis Bank Credit/Debit Card at the restaurant and state the intention to use the offer before asking for the bill.
- To avail the Offer, the customer has to inform the restaurant about his / her choice of payment through Axis Bank Credit / Debit Card before the bill is generated
- The benefits as mentioned herein above cannot be used or redeemed in combination with any other discounts or promotions or vouchers or special events and other in house specials, and is also not valid on the Blackout Dates (24th Dec, 25th Dec, 31st Dec, 14th Feb, Durga Puja Holidays & Public Holidays), unless otherwise stated by the respective partner
- The benefits mentioned above are subject to change/withdrawal without prior notice
- Offers shall be valid only against the appropriate Credit/Debit Card type
- The offer shall be available on a la carte only
- The offers listed under Sunday Brunch listing shall be valid only on Sunday Brunch meal & not at any other time during the week.
- The Waiter needs to be informed of the offer before the bill is generated.
- This offer has no monetary value, is not transferable, is not for sale or re-sale nor redeemable for cash
- No two offers can be clubbed together.
- Discount will be given to the card holder only when the customer asks/informs the server for it at the time of billing and presents his Axis Bank card. Restaurants are not obliged to give the discount to every card holder who visits the restaurant unless they explicitly ask for the discount.
- The discount amount and eligibility criteria may vary with restaurant to restaurant based on the merchants.

- Offer not valid on group bookings (10 pax and above)
- Services shall be made available only to those cardholders satisfying the eligibility criteria and shall be provided at the sole discretion of Axis Bank and may be discontinued by Axis Bank at any time, with or without prior notice to the User.
- The discount is valid on only the net amount (excluding taxes or any other charges)
- Any applicable taxes have to be paid by the card holder
- In case of any complaint/escalation, the customer will be required to submit the copy of the original bill to Axis Bank Customer Care. No complaints/escalations will be resolved without the same
- The escalation/complaint will only be addressed & resolved if the payment at the restaurant was made by a valid Axis Credit/ Debit card
- The offers are ongoing till the specified validity date mentioned under each listed restaurant
- Reservations at participating restaurants (Dining Partner) are subject to table availability and at the restaurant's discretion
- Individual Restaurant Terms & Conditions apply
- The minimum billing amount will be effective exclusive of taxes
- Offer not valid on Home Delivery, unless specified
- Rights of admission are reserved by the restaurant
- Axis Bank takes no responsibility of any health issues faced due to the consumption of food at the participating restaurants under this program
- Axis Bank does not assume any responsibility for the products and services offered under this
  promotion. The products are sold and the services are provided solely by the relevant restaurants,
  under such terms and conditions as determined by such vendors, and Axis bank accepts no liability
  whatsoever in connection with such products and services. The products and services have not been
  certified by Axis Bank and under no circumstances shall the inclusion of any product or service in
  this promotion be construed as an endorsement or recommendation of such product or service by
  Axis Bank.
- The Cardholder's participation in this campaign/offer is entirely voluntary and it is understood, that the participation by the Axis Bank cardholder shall be deemed to have been made on a voluntary basis.
- 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 credit holder and Axis Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
- In case of all matters relating to the offer including any dispute or discrepancy relating to the campaign/offer or eligibility of any cardholder, Axis Bank's decision shall be final and binding on cardholder in all respects.
- This Campaign/offer shall be subject to applicable RBI guidelines issued from time to time and prevailing law and regulations.
- This Campaign/Offer is subject to applicable law and regulations as mentioned hereinabove 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/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 Offer shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Offer comes into force.

- AXIS Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the Featured Restaurants. Any dispute or claim regarding the goods / services must be resolved by the Card Holder/s with the Featured Restaurants directly without any reference to AXIS Bank
- 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 by the Card Holder/s under the Program offered by the Featured Restaurants
- AXIS Bank reserves the right to disqualify the Restaurant/s or Card Holder/s 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 Card.
- Cardholder/s whose card has been classified as blocked, delinquent before or during the currency of the offer period will not be eligible for the benefits of the offer. Bank's discretion in this regard shall be final.
- 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 cards offered by Axis Bank
- AXIS Bank reserves 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
- AXIS Bank shall not be held liable for any delay or loss that may be caused in delivery of the goods / services by the Featured Restaurants
- The Program is not available wherever prohibited and / or on services for which such programs cannot be offered for any reason whatsoever
- All disputes are subject to the exclusive jurisdiction of the competent courts of Mumbai
- Any applicable taxes have to be paid by the card holder

'RBI never deals with individuals for Savings Account, Current Account, Credit Card, Debit Card, etc. Don't be a victim to any such offers coming to you on phone & email in the name of RBI. Axis Bank is only communicating the offers extended by merchants to its customers & not selling any of these products/services; Axis Bank is neither guaranteeing nor making any representation about the quality of the products/services.'

# **Axis Bank Dining Delights – Gourmet Fest 2017**

## General Terms & Conditions:

- Event Dates: November 03 19, 2017
- A three course set menu will be available at INR 799\* (plus taxes) per person at participating restaurants in Mumbai, Delhi, Bangalore, Chennai, Kolkata, Hyderabad and Pune (hereinafter referred to as "Offer") made hereunder is only valid for holders of valid Axis Bank Debit and Credit Cards (hereinafter referred to as "Customers").
- This offer is brought to you solely by the participating restaurants.
- The reservation window will be open from 12:01 AM on October 30, 2017 to 05:00 PM on November 19, 2017 through the Gourmet Fest website at www.gourmetfest.in. This Offer is valid on all Axis bank Debit and Credit Cards.
- For table reservations, the customer will be directed to the partner website www.gourmetfest.in
- A booking fee of INR 50 plus taxes per person will be charged by Alliances Galore Pvt. Ltd. at the time of making the reservation. This booking fee of INR 50 per person is non-refundable in case of a cancellation. The balance INR 749 plus taxes will be payable at the restaurant by valid Axis bank Debit and Credit Cards.
- The booking fee and the total amount payable at the restaurant can only be paid using valid Axis bank Credit / Debit card to avail the Offer. Beverages or other ala-carte dishes are excluded from the Offer.
- The reserved table will be held for a maximum of 15 minutes from the time of reservation. After
  which any decision of rescheduling can be taken by the restaurant only. Post reservation of the
  table, the Customer will receive a confirmation on the registered email id and mobile number. In the
  event, the confirmation through email and/or SMS has not reached the Customer (even in the junk/
  spam mail folder), the Customer is required to send an email on confirmation@gourmetfest.in for
  immediate resolution with the details of payment.
- The booking can be for a minimum of 2 diners and a maximum of 8 diners.
- Offer is not valid on Home Delivery.
- This Offer cannot be combined with any other offer and cannot be transferred or assigned to any other person.
- Reservations of restaurant tables are subject to availability and at participating restaurant's discretion.
- Customers are required to adhere to the dress code and other policies/ rules/ regulations of the particular participating restaurant.
- The participating restaurant holds the right of admission at all times as per their respective internal policies.
- If a Customer wishes to cancel the reservation, the participating restaurant may be directly informed of the same. An email may also be sent to confirmation@gourmetfest.in from the registered email id. Email requests, though may be entertained, will not suffice as a cancellation and do not guarantee any confirmation of such cancellation. Cancellations will be considered up to 12 hours

before the respective reservation time; however, the entire booking amount shall be forfeited. Till the time, you do not have a confirmation on your cancellation, the booking shall stand confirmed.

- Axis bank reserves the right to extend or terminate this Offer without prior notice. Axis bank also
  reserves the right at any time, without prior notice, to add/alter/modify/change or vary all or any of
  these Terms & Conditions or to replace wholly, or in part, this Offer by another Offer, whether
  similar to this Offer or not, or to withdraw it altogether. No other offers of the participating
  restaurants can be clubbed together with this Offer.
- Axis bank shall not be responsible or liable for any loss or damage whatsoever may be suffered, or for any personal injury, or any health issues faced by Customers, directly or indirectly, by use or non-use of products/services under the Offer or due to consumption of food at the participating restaurants under this Offer.
- Axis bank holds no warranty and does not assume any responsibility for the delivery, service, suitability, merchantability, availability or quality of the products and/ or services made available under this Offer. The products are sold and the services are provided solely by the respective participating restaurants, under such terms and conditions as may be determined by such restaurants, and Axis bank accepts no liability whatsoever in connection with such products and services. The products and services have not been certified by Axis bank and under no circumstances shall the inclusion of any product or service in this Offer be construed as an endorsement or recommendation of such product or service by Axis bank.
- Any disputes, queries or contentions regarding delivery, service, suitability, merchantability, availability or quality of the products and services made available to the Customers under the Offer must be addressed in writing, by the Customer directly to the Participating Restaurants. Axis bank shall not entertain any communication in this regard. Any query/contention/dispute raised by any Customer to Axis bank shall be forwarded to the Participating Restaurants. Participating Restaurants shall be solely responsible for resolving such queries/ contentions/disputes.
- In case of escalations/complaints, the customers are required to send an email to confirmation@gourmetfest.in
- Refunds will only be considered in the event the participating restaurant does not honor the reservation or cancels the same for any reason and a suitable reply will be sent within 10 working days. Refund, if any due, will be done in 21 working days from the date of registration of complaint 21. Customers are required to carry a print out of the confirmation of reservation and the mobile device where the email/SMS confirmation has been received for reservation of table.
- The maximum refund amount will be capped at the reservation amount paid by the customer.
- The terms and conditions of the Offer shall be in addition to and not in substitution/derogation to
  the rules and regulations governing the use of the Axis bank Debit and Credit Card and/or the Axis
  bank websites as stated above. Payment of fees/service charges/all other amounts due from the
  Customer to Axis bank from usage of Axis bank Debit and Credit cards by the Customer under this
  Offer and/or otherwise will be governed by Axis bank Banking Terms & Conditions, Cardholder
  terms and condition and Most Important Terms and Conditions which are available in the Axis bank
  online portal www.axisbank.com
- A Customer without being required to do any further act, shall be deemed to have read, understood and unconditionally accepted the terms and conditions herein.
- If the Offer and/or anything to be done by Axis bank or any other entity in respect of the Offer is prevented or delayed by causes, circumstances or events beyond the control of Axis bank or any

other entity, including but not limited to computer viruses, tampering, unauthorized intervention, interception, fraud, technical failures, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government or other causes of like or similar or other character beyond the control of Axis bank or the other entity/entities, then Axis bank and/or the other entity/entities shall not be liable for the same to the extent so prevented or delayed, and will not be liable for any consequences.

- Neither anything contained in these terms and conditions, nor the running of the Offer to which they apply, shall be construed as an obligation on Axis bank to continue the Offer up to, on or after the Offer termination date.
- Nothing herein amounts to a commitment or representation by Axis bank to conduct further such Offer.
- The Terms and Conditions shall be governed by the laws of India. Any dispute arising out of this Offer shall be subject to the exclusive jurisdiction of competent courts in Mumbai.
- All of Axis bank's actions shall be on a best-efforts basis only.
- For event Terms and Conditions, please visit www.gourmetfest.in
- The Customers shall not hold Axis bank, its group entities, or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses which a Customer claims to have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and/or on account of the Offer or the acceptance, decline, non-receipt, suitability, quality or use or deployment of any product/service provided under the Offer. The terms and conditions for the Offer at the participating restaurants at www.gourmetfest.in shall apply in addition to the terms and conditions stated herein.