

# <u>Terms and Conditions for Flipkart/bigbasket/Pantaloons/MakeMyTrip Voucher offer on Axis Bank Credit</u> Card

These terms and conditions ("Terms") shall be applicable to the Credit 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:

"Credit Cardholders" —A person who is holding the retail Axis Bank Credit Card whose last 4 digits have been mentioned in the communication.

"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", used interchangeably, will be the one mentioned in the communication received by customer.

Validity: 11th July-22 to 11th Aug-22.

## Offer details

- Get a Flipkart/bigbasket/Pantaloons/MakeMyTrip gift voucher on achieving the minimum spends received in communication on your Axis Bank Credit Card during the Offer Period.
- The value of the gift voucher shall be as per that provided in the communication sent to customer and could vary from customer to customer.
- The bank would send a unique code to the registered mobile number of the customer for the purpose of customer availing a voucher of his choice. The Code for availing the Gift voucher will be issued by our partner Credence Rewards Private Limited.
- The Code for availing the Gift Voucher will be provided to all eligible customers within 90 days after the expiry of the offer period on best effort basis.
- Gift voucher is time bound and subject to change. Axis Bank reserves the right at any time, without prior notice to add, alter, modify, change or vary all or any of these terms and conditions or to replace wholly or in part, the above offer by another offer, whether similar to above offer or not, or to withdraw it altogether.

## Offer terms



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

## **Axis Bank Standard Terms and Conditions**

- 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-assignable, non-negotiable and cannot be en-cashed or clubbed with any other offer of Axis Bank.
- The Offer cannot be combined with any other offer and cannot be assigned to any other person/customer.
- Customer needs to achieve the target spends within the validity period provided in the communication
- Incomplete / rejected / invalid / returned /disputed or unauthorized/fraudulent transactions will not be considered for the offer.
- The offer is valid on the Credit Card account mentioned in the communication. Transaction can be done either on Primary card or Add-on card, however code for availing the Voucher would be sent to the Primary cardholder on his registered mobile number for target spend 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.
- By participating in this Offer, Customer agrees to be bound by the terms & conditions of this
  Offer including any other applicable terms & conditions modified and prescribed by Axis Bank
  from time to time. Any such participation by the customer shall imply that the customer has
  read, understood and accepted the terms and conditions hereunder
- 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.
- 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.
- 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/ MasterCard). 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.
- 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.
- Any disputes regarding delivery, service, suitability, merchantability, availability or quality of products/services under the offer must be addressed in writing, by the customers directly to the merchant and that Axis Bank shall not entertain any communication in this regard
- Images provided in promotions are only for pictorial representation and Axis Bank does not undertake any liability or responsibility for the same.
- 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.
- 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. In case of any fraudulent activity, for
  the purpose of availing the benefits under the Campaign/Offer, necessary action will be taken by
  the Bank. Please note Bank's discretion in this regard shall be final and binding.
- 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 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.
- Axis Bank shall not be obliged to make any public announcements to intimate the successful Cardholders about his eligibility for 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 to 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 authorised 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.
- General Terms and Conditions on Axis Bank Credit Card are applicable.
- 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 <a href="http://www.axisbank.com">http://www.axisbank.com</a>
- By participating in this Offer, Customer agrees to be bound by the terms & conditions of this Offer
  including any other applicable terms & conditions modified and prescribed by Axis Bank from time
  to time. Any such participation by the customer shall imply that the customer has read,
  understood and accepted the terms and conditions hereunder.
- The transaction should be customer initiated only and should be a Purchase transaction (online / offline / point of sale). Cash withdrawal initiated by the customer or any fee or financial charge levied by the bank would not be eligible for this campaign. Only the posted transaction value net of any cancellations/refund will be considered eligible for the offer.
- Cardholder's eligibility for the offer will be decided by the Bank.
- All escalations related to this campaign will be valid within 3 months from the end of the offer period.
- The terms & conditions of the Offer shall be in addition to & not in substitution/derogation to the rules & regulations governing the use of the Axis Bank 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 credit cards.
- Eligible transactions are those which qualify as customers' spend and settled by the merchant between the offer start and end dates, both days inclusive.