



## **Instant discount on Flipkart – Terms and Conditions**

### **Offer Details:**

- Under this Offer, Axis Bank Buzz Credit Cardholders will get 10% instant discount on products sold on Flipkart.com, m.flipkart.com & mAPP (“**Offer**”) from 1-5<sup>th</sup> of every month upto a maximum of Rs.400 per month. From 6-31<sup>st</sup> every month the customer will get 5% instant discount on products sold on Flipkart.com, m.flipkart.com & mAPP (“**Offer**”) upto a maximum of Rs.200 per month.
- Offer is also applicable on payments made through EMI on Axis Bank Buzz Credit Cards
- There is no minimum cart amount to avail this Offer. The maximum discount that can be availed per card is **Rs.600 per month**.
- The Offer is valid from **1<sup>st</sup> June 2018 (00:00 HRS) to 31<sup>st</sup> March 2019 (23:59 HRS)** (“**Offer Period**”), unless extended by Axis Bank and Flipkart Internet Private Limited (“**Flipkart**”) by mutual consent
- The Offer is NOT applicable on the purchase of Gold Coins and Samsung products.

### **Terms and Conditions:**

- The Offer is applicable on orders placed through **Flipkart.com, m.flipkart.com & Flipkart’s Mobile Application**
- The Offer is not applicable in the event of partial payments made through gift vouchers or Flipkart Wallet
- 14% rate of interest will be applicable on monthly reducing balance for EMI transactions on Axis Bank Buzz Credit Card

### **Detailed Terms & Conditions:**

- The Offer will be calculated on the final cart amount
- The Offer is not applicable for cash on delivery transaction and card on delivery transaction.
- The Offer will not be applicable on gift wrap or premium delivery charges
- Axis Bank Buzz credit cardholder (“**Cardholder**”) will have to make the payment of the entire cart value with their Axis Bank Buzz credit Cards only to avail this Offer
- Axis Bank does not make any warranties or representation on the quality, merchantability, suitability or availability of the products or services included in this Offer. The sellers on Flipkart.com shall be responsible for the products purchased by a Cardholder. Neither Axis Bank nor any of its subsidiaries assumes any responsibility for the service offered by Flipkart & its sellers
- In case if there is an existing discount available on the purchased product on flipkart.com, Cardholder will be eligible for an additional 10% or 5% discount over and above the existing offer on flipkart.com, subject to all the other conditions being fulfilled.
- Any dispute or claim regarding the services must be resolved by the Cardholders with Flipkart or its sellers, directly without any reference to Axis Bank. Axis Bank shall not entertain any

such disputes even if, the Cardholder approaches for resolution of the same.

- 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 of purchased on Flipkart's platform availed of by the Axis Bank Buzz Credit Card Holder/s under this Offer.
- All the terms and conditions of the Offer as given hereof and standard terms and conditions, user agreement, privacy policy (subject to change) of [www.flipkart.com](http://www.flipkart.com) shall be applicable on the Cardholder.
- The participation is voluntary and any purchase on Flipkart's platform using Axis Bank Buzz Credit Card shall be deemed as acceptance of the terms and conditions mentioned herein
- In the event orders are cancelled, the amount after the calculation of discount alone will be refunded to the Cardholder.
- Axis Bank and Flipkart hold the right at their discretion to refuse or deny the Offer to any Cardholder. The Cardholder shall become ineligible or disqualified to participate in this Offer if he/she becomes delinquent or his/her card is cancelled before the expiry of /during the Offer Period. Axis Bank reserves the right to disqualify any Cardholder from the benefits of the Offer, if any fraudulent activity is identified as being carried out by the Cardholder for the purpose of availing the benefits under the Offer or otherwise by use of the service
- Any taxes, duties, levies or liabilities or charges payable to the Government or any other authority or body, if any, shall be borne directly by Cardholder and/ or billed to the account of the Cardholder and AXIS Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
- This Offer may be withdrawn or extended at any time at the sole discretion of Axis Bank & Flipkart
- This Offer is not available wherever prohibited and / or on merchandise / products / services for which such Offers cannot be offered for any reason whatsoever.
- Axis Bank is not making any commitment to make such similar offers beyond the Offer Period
- The terms and conditions mentioned herein shall not override anything inconsistent with terms and conditions contained in Cardholder Agreement and all other terms and conditions of the Cardholder Agreement shall continue to apply
- Axis Bank and Flipkart reserve their absolute right at any time to add, alter, withdraw, modify or change or vary any or all the terms and conditions of the Offer at its sole discretion and the same shall be binding on the Cardholder at all times. Axis Bank and Flipkart also reserve the right to discontinue the Offer without assigning any reasons or without any prior intimation whatsoever to the Cardholders. In case of any dispute, Axis Bank's and Flipkart's decision shall be binding on all Cardholders
- The Offer shall be subject to usual force majeure events and on occurrence of such event, the Offer may be withdrawn at the discretion of Axis Bank
- Any disputes arising out of and in connection with this Offer shall be subject to the exclusive jurisdiction of the courts in Mumbai only
- Nothing expressed or implied in the Offer shall in any way waive or amend any of the applicable terms and conditions on [Flipkart.com](http://Flipkart.com).
- Pictures of products shown in the communication sent to the Cardholder either through mailers or advertised on Flipkart website, are for representative purpose only and may not bear a resemblance to the actual products sold by the relevant sellers. Axis Bank Limited or Flipkart shall under no circumstances be responsible towards the same
- Products offered under this Offer are subject to availability from the respective sellers of Flipkart and in no circumstances will Axis bank Limited or Flipkart be liable for non-availability of any of the products. All liability with respect to the products purchased lies with the respective seller and Flipkart nor Axis Bank shall be in no way responsible for the same
- Under no circumstance will the Offer be settled in cash
- All government levies like Sales Tax, TDS, any Local Tax, Octroi etc., shall be payable by the

Cardholder as applicable at the time the respective Programs were offered

- Cardholder agrees to indemnify Axis Bank and Flipkart against any consequential loss, cost & damage which may be caused by him/her due to participation in this Offer
- Any query regarding the Offer will be entertained until November 10 2016. Post such date, Flipkart will not entertain any correspondence or communication regarding this Offer from any persons
- This Offer is subject to applicable law and regulations 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 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 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.
- This Offer shall be subject to all applicable laws, rules and regulations which are in existence and which may be promulgated anytime by any statutory authority.
- Flipkart shall not be liable for any failure by Axis Bank to honor the transaction and for any technical issues as a result of which the transaction made by the Cardholder was not successful. Axis Bank shall indemnify and hold the Cardholder harmless against any claims by the Cardholder for unsuccessful completion of the transaction. Further, Axis Bank shall solely be liable to the Cardholder for wrongful remittance of the amounts by it.
- General terms and condition for availing EMI are applicable. To check the terms and conditions, Cardholder can visit the bank website.
- The Cardholder shall indemnify and hold Flipkart harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Flipkart as a consequence of (i) violation of terms of user agreement, privacy policy (subject to change) as mentioned in the website [www.flipkart.com](http://www.flipkart.com); (ii) violation of applicable laws; and (iii) any action or inaction resulting in willful misconduct or negligence on the Cardholder.