

Terms & Conditions for Amazon Pantry Campaign on Axis Bank Credit & Debit Cards

Offer Details

Offer: 10% instant discount with Axis Bank Credit and Debit Cards in Amazon Pantry Store on Amazon.in ([click here](#)), Fresh ([click here](#)) on a minimum transaction of Rs.2500.

Maximum Discount on CC: INR 300 per card per month

Maximum Discount on DC: INR 250 per card per month

Offer Dates: Every Wednesday of April, May & June 2022 post 7th of each month.

The Offer is valid on the following dates in April 2022, i.e. 13th, 20th & 27th April 2022; in May 2022, i.e. 11th, 18th & 25th May 2022; in June 2022, i.e. 15th, 22rd & 29th June 2022

- Offer is applicable only on purchases made at in Amazon Pantry Store on Amazon.in ([click here](#)), Fresh ([click here](#))
- This Offer is valid on all Axis Bank Retail Credit and Debit Cards. This offer is not valid on Corporate Credit Cards.
- This Offer cannot be clubbed with any other Axis Bank offer.
- Offer is applicable on EMI transactions also.

Terms and Conditions Amazon :

Offer Terms effective April 13th, 2022 ("Effective Date")

These offer terms ("Offer Terms") are entered into and made a part of the Agreement between Amazon Pay (India) Private Limited (formerly known as Amazon Online Distribution Services Private Limited) ("Amazon") and Axis Bank Limited ("Bank"), with an effective date of September 04, 2020 ("Agreement") for the Offer described below.

Amazon and the Bank are collectively referred to as "Parties" and individually as "Party". All capitalized terms not defined in the Offer Terms have the respective meanings set forth in the Agreement.

To the extent that the terms of the Offer Terms conflict with any of the terms of the Agreement, and the Offer Terms explicitly state that it intends to modify the conflicting terms, the Offer Terms supersede the Agreement. The Offer Terms shall not be amended except by written agreement signed by both the Parties.

1. Description of the Offer

(a) Under the Offer, instant discount (as applicable) will be provided ("Offer") to the Bank's debit and credit cardholders (each such card is referred to as a "Card" and each holder of a Card, a "Cardholder") who fulfill the following criteria:

- (i) such Cardholder purchases any product(s) (each a "Product" and collectively "Products") in Amazon Pantry Store on www.amazon.in (click here), Fresh (click here) or mobile application thereof (collectively, "Amazon.in") subject to a minimum transaction of INR 2,500;
- (ii) the Product is purchased using the Card issued by the Bank, not being a corporate card;
- (iii) the Product is purchased on Every Wednesday from April to June 2022. i.e. 13th, 20th and 27th April, 11th, 18th and 25th May, 8th, 15th, 22nd and 29th June ("Offer Duration").
- (iv) Any previous Addendum executed for the above mentioned dates will be null and void.
- (b) Cardholders who fulfill the aforementioned criteria will be provided an instant discount of 10%, maximum to INR 250 on debit card/month and INR 300 on credit card/month.
- (c) The Offer shall be made available to the Cardholders in accordance with the terms and conditions set forth in Schedule 1 to these Offer Terms. For the avoidance of doubt, the terms and conditions set forth in Schedule 1 to these Offer Terms clarify the terms of the Offer as applicable between the Cardholder and Bank.

2. Obligations of Bank

- (a) The Bank hereby authorizes Amazon to make available the Offer with respect to the transactions in accordance with these Offer Terms (including initially providing the instant discount to the customers on behalf of the Bank for Instant Discount Transactions).
- (b) Bank shall confirm the reconciliation data within 21 working days of sharing from Amazon.
- (c) The Bank will pay Amazon the cumulative instant discount amount in respect of the Instant Discount Transactions within 30 working days of receiving the invoice from Amazon after the reconciliation has been done by the Bank as per its share.
- (d) The Bank hereby agrees and acknowledges that while it is the Bank's obligation to make the Offer available in respect of the Instant Discount Transactions, for administrative and operational convenience, Amazon will initially make available the Offer (i.e. the instant discount) in respect of such Transactions and thereafter recover the cumulative instant discount amount from the Bank.
- (e) The Bank will promote the Offer through:
 - (i) The Bank's website;
 - (ii) Emailer/SMS to the Bank's customer base
- (f) The Bank will provide to Amazon the BIN ranges for their Cardholders in relation to the Offer.
- (g) The Bank shall not be liable for delivery, service, suitability, availability or quality of the products offered under this offer.
- (h) The terms and conditions of aforesaid Offer for cardholders can be amended or modified at any time at AXIS Bank's sole discretion. The aforesaid 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.

3. Obligations of Amazon

- (a) Amazon will make the Offer available on Amazon.in for the Offer Duration in accordance with these Offer Terms.
- (b) Amazon agrees and acknowledges that it will recover only the cumulative instant discount amount from the Bank and not any other amount over and above such amount.
- (c) Amazon will promote the Offer to be promoted the Offer through the following medium
 - (i) Offer communication on Amazon.in and web page of the Product including home page;
 - (ii) Emailer and app push to the customers of Amazon.in;
- (d) All creatives with Axis Bank logo and offer will be shared in advance with Axis Bank for approvals.
- (e) Amazon will share the transaction data in specific format every month, provided by Axis Bank.
- (f) Amazon will not partner with any other bank/wallet for weekly offer on Saturday. The same doesn't include Super Value Day Offer or the Always-ON Bank offers. Both Parties will discuss and mutually agree on exclusivity prior to offer closure.

4. Consideration / Payment Terms:

In relation to the total discount amount, the Parties agree that:

- (i) The Bank agrees to and will bear 55% of the instant discount amount on the purchase of the Products on Amazon.in during the Offer Duration (April to June), subject to a maximum of INR 25,00,000 (Indian Rupees Twenty five Lakh Only) all inclusive ("Bank's Share").
- (ii) Amazon agrees to and will bear 45% of the instant discount amount on the purchase of the Products on Amazon.in during the Offer Duration;
- (iii) Amazon will bear the entire (i.e. 100%) of the discount amount for the purchase of the Products on Amazon.in during the Offer Duration for amounts exceeding the Bank's Share
- (iv) Amazon will raise the invoice after the bank has completed the reconciliation of the MIS shared.
- (v) Amazon will not charge GST to Axis Bank in the invoice.
- (vi) Bank shall pay all undisputed amounts under the invoice(s) to Amazon within 30 (thirty) days of receipt the invoice(s).

5. Termination

Either party may terminate this Offer and these Offer Terms during the Offer Duration by giving prior notice of 15 days, with or without cause and without any liability.

6. Taxes

(a) Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (including service tax, value added tax, Goods and Services Tax, penalties, interest and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under these Offer Terms.

(b) Each Party should raise a valid tax invoice under applicable law(s) and regulations within the prescribed time limit. Such taxes should be separately stated on the valid tax invoice. Under no circumstances parties would separately recover taxes after issuance of invoice for the corresponding period. If at any time credit for taxes is denied or payment of taxes is sought due to, but not limited to, issuance of a deficient invoice, or default in payment of taxes or non-compliance of applicable laws and regulations by any Party, such Party shall indemnify other Party against any denied credits or taxes recovered as well as any interest and penalties imposed on such other Party.

(c) Each Party may deduct or withhold any taxes that each Party determines it is obligated to withhold from any consideration payable to other Party under these Offer Terms, and payment to such other Party as reduced by such deductions or withholdings will constitute full payment and settlement to respective parties of such consideration. Each Party should provide other Party with any forms, documents, or certifications, including Permanent Account Number as may be required for to satisfy each parties' withholding tax obligations with respect to any consideration payable under the Offer Terms and each Party confirms that it would duly pay any applicable taxes on its income, as applicable under the Offer Terms on all amounts on which taxes are not withheld and report and file a return of income under the applicable laws and provide the necessary certification in this respect.

These Offer Terms are entered into as of the Effective Date set forth above:

For and on behalf of Axis Bank Limited

By:

Printed Name: Ananth Babu

Title: SVP

For and on behalf of Amazon Pay (India) Private Limited

By:

Printed Name: Siddharth Brohmo choudhury

Title: Sr. BDM, IN Payments, Experience

Schedule 1

Offer Terms and Conditions

1. This offer ("Offer") is provided by Axis Bank Limited ("Bank") and is made available on the website www.amazon.in or the mobile site or mobile application thereof (collectively, "Amazon.in") by Amazon Pay (India) Private Limited ("Amazon").
2. These Offer terms and conditions ("Offer Terms") are in addition to the Amazon.in Conditions of Use & Sale and Privacy Notice to which you agree to by using Amazon.in and Terms & Conditions of Cards of Axis Bank. In the event of any conflict between the Conditions of Use & Sale and these Offer Terms, these Offer Terms will prevail, only for the purposes of this Offer.
3. All residents of India holding a valid credit card or debit card issued by the Bank (each a "Card") are eligible to avail the Offer (each a "Cardholder").
4. The Offer is valid on Select Wednesday in the month of April to June 2022. i.e. 13th, 20th and 27th April, 11th, 18th and 25th May, 8th, 15th, 22nd and 29th June ("Offer Duration").
5. Under this Offer, any Cardholder who, during the Offer Period, purchases any product(s) (each a "Product", and collectively "Products") in Amazon Pantry Store on Amazon.in (click here), Fresh (click here) and makes payment using a Card shall be entitled to receive an instant discount of 10% (On Credit Cards and debit Cards) provided that such transaction is equivalent to or exceeds INR 2,500 for each cart separately (Fresh).
6. The maximum discount provided under this Offer will not exceed INR 300 per Card per month on Credit card purchases.
7. The maximum discount provided under this Offer will not exceed INR 250 per Card per month on Debit card purchases.
8. The Offer is NOT applicable on payment made by customers using the 'Card on Delivery' payment option.
9. The purchase of Product by Cardholders on equated monthly instalments (EMI) will also be eligible for this Offer.
10. This Offer will not be applicable if the Cardholder or the seller or Amazon cancel the order and/or the Cardholder returns the Product and, in such a case, participation in the Offer will be deemed withdrawn. In such a scenario, only the net amount paid by the Cardholder will be refunded. In other words, the instant discount will not be refunded.
11. In case there are multiple items in a purchase order, the item-wise savings/discount may vary. However, the overall savings/discount on the purchase order will be equivalent to maximum savings / discount the Cardholder is eligible for under this Offer.
12. Amazon and/or the Bank reserve the right to disqualify the 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 said Offer or otherwise by use of the Card.

13. Amazon and/ or the Bank reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary any or all of these Offer Terms or to replace, wholly or in part, this Offer by another offer, whether similar to this Offer or not, or to extend or withdraw it altogether.
14. Delinquent and over-limit Bank's credit card members will not qualify for this Offer.
15. Cardholders are not bound in any way to participate in this Offer. Any participation is voluntary and the Offer is being made purely on a best effort basis.
16. Nothing herein amounts to a commitment by the Bank or Amazon to conduct further, similar or other offers.
17. The above Offer is by way of a special offer and nothing contained herein will prejudice or affect the terms and conditions of the Card member agreement. The terms of the above schemes will be in addition to and not in derogation of the terms contained in the Card member agreement.
18. This Offer is not valid on corporate or commercial Cards.
19. This Offer is not available on: (i) purchase of products other than the Product(s), or (ii) purchase of Product using a card other than the Card(s).
20. By participating in this Offer, every Cardholder expressly agrees that Bank and Amazon will not be liable or responsible for any loss or damage whatsoever that a Cardholder may suffer, directly or indirectly, in connection with the Offer including but not limited to that associated with his/ her use or delivery or misuse of the Product(s). Bank shall not be liable for delivery, service, suitability, availability or quality of the products offered under this offer.
21. These Offer Terms are governed by the laws of India and the courts at New Delhi will have exclusive jurisdiction over any matters/ disputes arising out of or in relation to these Offer Terms.
22. Any person availing this Offer will be deemed to have accepted these Offer Terms.
23. Offer not applicable on Infant nutrition products.

Axis Bank Standard Terms and Conditions

- 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.
- 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.
- 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 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 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.
- Images provided in promotions are only for pictorial representation and Axis Bank does not undertake any liability or responsibility for the same. Offer shall not constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/services of 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.
- Merchant & Axis Bank retain the right to change or discontinue the Offer at any time during the Promotion Period. The decision of 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.
- 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
- The offer is not available wherever prohibited and products/ services for which such programs cannot be offered for any reason whatsoever.
- 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