



### **Axis Pay UPI app – Jio Recharges Offer on First and Second Recharges**

These terms and conditions (“Terms”) shall be applicable to the User (as defined hereinafter) participating in the offer who agrees to be bound by the same and shall regulate the provisions of the specified products and services provided by the Axis Bank (“Bank”) through the Axis Pay UPI app channel only. 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:

“**Axis Pay UPI App**” shall mean and include the UPI services offered by Axis Bank as part of the Axis Pay UPI App only to customers of the Axis bank and other banks who download the app, register on it and create VPA which is linked to a bank account, set mPIN against that account and use the App for its various features.

“**User**” shall mean a person (Axis Bank Account holder as well Non-Axis Account holder) who conducts his first recharge on the Axis Pay UPI App within the Offer period will be eligible for the cashback.

“**Axis Bank’s Axis Pay App Registration**” shall mean the first time successful download done by the user from the play-store for Axis Pay Application and successful registration therein.

“**First Recharge**” shall mean the first ever recharge conducted by a user on the Axis Pay UPI App. It does not include any other type of transaction conducted on the App by the user.

“**Second Recharge**” shall mean the second ever recharge conducted by a user on the Axis Pay UPI App. It does not include any other type of transaction conducted on the App by the user.

#### **Offer:**

Get Rs 100 flat cashback on your first recharge on Axis Pay UPI App and get Rs 35 flat cashback on your second recharge on Axis Pay UPI App. This cashback is only applicable if the recharge is towards Jio Prepaid Mobile Number and the recharge value is Rs 399 or more.

The first/second recharges should be within the Offer Period to be eligible for cashback. If a user conducts the first/second recharge outside the Offer period, he/she won't be eligible for that respective cashback.

A user shall be eligible for a maximum of one first recharge cashback credit per mobile number per user per account and similarly a user shall be eligible for a maximum of one second recharge cashback credit per mobile number per user per account.

**Offer Period: 6<sup>th</sup> November, 2017 to 15<sup>th</sup> November, 2017** (both days inclusive)

**Terms of Offer:**

1. The Offer is valid for all Axis Pay UPI App users who make the first/second recharge within the Offer period. The user base includes Axis and Non-Axis account customers who use Axis Pay UPI App and have a VPA linked in the App.
2. The user should have done his first/second recharge from his VPA linked to Axis Pay UPI App within 6<sup>th</sup> November, 2017 to 15<sup>th</sup> November, 2017. Any recharge done before and after the campaign date wouldn't be eligible.
3. This cashback is only applicable if the recharge is towards Jio Prepaid Mobile Number and the recharge value is Rs 399 or more.
4. This offer is non-transferrable to any other person and cannot be exchange with any other offer.
5. The cashback Credit would be given to the users within 30 days from the date of the debit transaction made by the user and the credit will happen to the customer's account used for making the recharges.
6. In all matters relating to the offer and these terms & conditions, the decision taken by Axis Bank will be the final decision, which will be binding on the User.
7. This offer cannot be clubbed with any other offer. If the Offer clashes with any other Offer, the higher cashback will be processed to the customer.
8. The Terms and Conditions of the Campaign/Offer shall be in addition to and not in substitution/ derogation to the primary terms and conditions governing the usage of the services offered by Axis Bank and the terms and conditions of Axis Pay UPI App.
9. Any Customer participating in this Campaign/Offer shall be deemed to have read, understood and accepted these Terms & conditions.
10. The participation in the offer is entirely voluntary and it is understood, that the participation by the User shall be deemed to have been made on a voluntary basis.

11. 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, mobile handset, computer equipment, software, or website. User cannot claim any loss, cost or damages from Axis Bank which may arise due to these technical reasons.
12. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Campaign / 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.
13. Incomplete / rejected / invalid / returned /disputed or unauthorized/fraudulent recharges or transactions and VPA will not be considered for the offer.
14. These Terms and Conditions shall be governed by the laws of India. The courts at Mumbai shall have the exclusive jurisdiction in respect of any disputes with respect to all the subject matter with relation to the offer.
15. These Terms and Conditions and an arrangement herein shall be subject to applicable RBI guidelines issued from time to time and prevailing law and regulations
16. Axis Bank reserves the right to modify/ change all or any of the terms and conditions contained herein as per its discretion without assigning any reasons or without any prior intimation/notice whatsoever. Axis Bank also reserves the right to discontinue the Contest/Offer without assigning any reasons or without any prior intimation whatsoever. Axis Bank will not be liable in any manner whatsoever for any loss/ damage /claim/injury that may arise due to withdrawal or change in the terms and conditions of the Offer or discontinuation of it.
17. For any queries the User should get in touch with Axis bank call centre: 1800-209-5577
18. The Offer is not available wherever prohibited and/or on products/services for which such offers cannot be made available for any reason whatsoever. The Campaign / Offer is void where prohibited by law.
19. Axis Bank reserves the right to disqualify the User 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
20. User/s whose account has been classified as 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.

21. This Campaign/ 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 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
  
22. Axis Bank is not responsible for any errors and/or omissions in the terms and conditions contained herein. All information is provided on "as is" basis without warranty of any kind. Axis Bank makes no representation and disclaims all express, implied, warranties of any kind to the Customer and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
  
23. The Customer agrees to indemnify and keep Axis Bank indemnified for any loss or damage that Axis Bank may suffer with respect to the Campaign / Offer including but not limited to any fraudulent and/or illegal transaction or any misrepresentation made by the Customer while participating in this Campaign / Offer.
  
24. In the event of any conflict or inconsistency regarding any instructions and conditions on any advertising or promotional material relating to the Campaign / Offer, these Terms and Conditions shall prevail over all such other instructions and conditions and failure by Axis Bank to enforce any of its rights at any stage does not constitute a waiver of those rights.