



TERMS & CONDITIONS – Axis Mobile -Clayton Watch offer (March 2019)

These terms and conditions (“Terms”) shall be applicable to the Customer (as defined hereinafter) participating in the offer who agrees to be bound by the same and shall be regulated by the provisions of the specified products and services provided by - Axis Bank through the Axis Bank Mobile Banking App. Any Customer 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:

“Customer” shall mean Axis Bank savings account holder and who are eligible for Axis Bank Service(s) and who has received SMS / email communication from Axis Bank with respect to the captioned Offer. However, account holder who are **NRI, Axis Staff and their family members** are not be considered as customer for this campaign.

“Axis Bank Mobile App” or **“App”** shall mean and include ‘Axis Bank Mobile Application’ offered by Axis Bank.

“Axis Bank Mobile App Registration” shall mean the first time successful download done by the Customer from the playstore / Apple app store for Axis Mobile Banking App and successful registration therein. (Registration is denoted post the successful 6 digit MPIN generation)

"Offer" shall mean, that the new Axis Bank customer who has received communication of this offer does his/her first time registration on Axis Mobile App during the offer period shall get alliance partner’s accessory (namely Clayton Clayton watch) that can be availed by the customer by paying shipping charges of Rs. 499 plus taxes on using a promotion code sent by Axis Bank.

Offer Period: This offer is valid till 31st March 2019.

"Alliance Partner" shall mean "Flatworld Trading Pvt Ltd ", who has entered into an alliance agreement with Axis Bank for purpose of providing the Offer.

"Products/Services" shall mean the goods/benefits/facilities offered by the Alliance Partner.

Offer Details :

1. The Axis Bank customers who has received communication from Axis Bank with respect to the captioned Offer and who does his/her first time registration on Axis Mobile App

during the offer period and thereafter does his first transaction during the offer period shall be eligible for the offer.

2. Such Customer will receive a unique promo code from Axis Bank on his registered mobile number within 60 working days of offer end date.
3. The customer can avail the offer by visiting Alliance partner's website entering the promo code received by Axis Bank and paying the shipping charge of Rs. 499 plus taxes on specified product(s).
4. Customer will receive the promo code only via an SMS and only on Mobile no which is registered with his/her Axis Bank Savings Account
5. Every Customer would be eligible for the offer only once during the offer period
6. Customer who has registered anytime before the offer period will not be entitled for this offer.

Steps to avail the offer :

Customers who are eligible for the said offer shall follow the below mentioned process to avail offer.

1. Customer will receive a unique promo code from Axis bank on his/her registered Mobile number. Promo code is non-transferable
2. Customer needs to Click on Redeem Now button on page <https://www.axisbank.com/grab-deals/online-offers/offer-detail/axis-mobile--watch>
3. Customer will be redirected to our partner vendor website
4. Customer needs to enter the promo code and select the Clayton watch and add to cart
5. Customer needs to enter his/her Delivery Address and other details and select the Clayton watch. Customer will be required to pay the shipping charges of Rs. 499 plus tax towards selected Clayton watch and watch will be sent to the entered delivery address of the customer.
6. Product selected by the Axis Bank customer will be delivered by Alliance partner to the customer within 28 working days

Terms Prescribed by Axis bank

1. By participating in this Campaign, Customer agrees to be bound by the terms & conditions of this Campaign 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.
2. The Offer is valid for Axis Bank Customers (excluding NRI, Axis Bank staff and their family members) who were sent the official SMS or email communication with respect of the offer.

3. However for being eligible for the offer the customer needs to do Axis Bank Mobile App Registration and 1st transaction worth Minimum Rs 100 during the offer period
4. Axis Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the discount / benefit or of the Products/Services under the Offer provided by "Flatworld Trading Pvt Ltd".
5. The existence of a dispute, if any, regarding the Offer shall not constitute any claim against Axis Bank and shall be addressed directly by Flatworld Trading Pvt Ltd.
6. If product received by customer is damaged the same needs to be brought to the notice of Flatworld Trading Pvt Ltd. Axis Bank holds no responsibility on such damage claims
7. All communication / notices with regard to the said claims attributable to Flatworld India Ltd. should be addressed to , Flatworld Trading Pvt Ltd : A1009, Samarth Aishwarya, lokhandwala, Andheri west , Mumbai – 400053. In all matters relating to the terms & conditions of this campaign, the decision taken by Axis Bank shall be the final and will be binding on the Customers.
8. Customer's eligibility for the offer will be decided by the Bank. If certain customers who register during this period but are found to be in-eligible to avail benefits under this campaign will not be declared as winners.
9. All escalations related to this campaign will be valid till -. <>
10. The offer is not transferable, non-assignable, non-negotiable and cannot be en-cashed.
11. Axis Bank will not be responsible or liable in case the campaign is not configured or could not be availed due to malfunction, delay, traffic congestion on any internet/telephone network or line, computer on-line system, servers or providers, mobile handset, computer equipment, software, or website. Customer cannot claim any loss, cost or damages from Axis Bank which may arise due to these technical reasons.
12. Incomplete / rejected / invalid / returned /disputed or unauthorized/ fraudulent financial transactions/payments shall not be considered for this campaign.
13. The participation in the offer is entirely voluntary and it is understood, that the participation by the customer shall be deemed to have been made on a voluntary basis and these term and conditions shall be binding on Axis Bank customers who utilize the offer.
14. Axis Bank reserves the right to, without liability or prejudice to any of its other rights, at any time, before the expiry of campaign period, without any prior notice or communication to Customer and from time to time, withdraw/suspend/amend/cancel this Offer, without assigning any reasons thereof.

15. Axis Bank reserves the right to disqualify any Customer/s from the benefits of the Campaign/Offer under reasonable grounds or 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 account. In case of any fraudulent activity, prosecution will be carried according to the purpose of availing the benefits under the Campaign/Offer.
16. In case of all matters relating to the Campaign/Offer including any dispute or discrepancy thereto or eligibility of the Customer, Axis Bank's decision shall be final and binding on the Customers in all respect.
17. Axis Bank Customers are not bound in any manner to avail any other special offer/benefit under this campaign, except mentioned herein-above.
18. Customer whose account is not active and/or are blocked/closed or have a credit freeze will not be eligible for the benefits of this campaign/offer.
19. This Campaign/Offer is only valid for Customer who are Indian citizens. This Campaign/offer is not applicable for Non Resident Indian Users.
20. The Campaign/Offer is void where prohibited by law. 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 customer and Axis Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
21. Axis Bank shall not be obliged to make any public announcements to intimate the successful Customer about the promo code / gift.
22. These terms and conditions governing the campaign/offer shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the savings account issued by Axis Bank and the applicable terms & conditions.
23. 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 Campaign/Offer.
24. 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. 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 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.

25. Axis Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the Clayton watch or of the services by the Alliance partner. Axis Bank would not be liable in any manner whatsoever or howsoever including but not limited to any financial loss/damage that may be incurred by the Customer due to the use of the aforesaid vouchers.
26. Axis Bank does not assume any responsibility for the products and services offered under this Campaign/ offer. The vouchers / offer / products and the services are provided solely by Flatworld Trading Pvt Ltd, under such terms and conditions as determined by such vendors, and Axis bank accepts no liability whatsoever in connection with such offers, products and services. The products and services have not been certified by Axis Bank.
27. Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the services offered by Flatworld Trading Pvt Ltd. Any dispute or claim regarding the services must be resolved by the Customer with Flatworld Trading Pvt Ltd directly without any reference to Bank. The existence of a dispute, if any, regarding the services shall not constitute a claim against Bank.
28. Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any services availed of by the Customer under the Offer.
29. Customer/s whose account has been classified as delinquent before or during the currency of the campaign period will not be eligible for the benefits of the campaign and Axis Bank's discretion in this regard shall be final.
30. This Campaign is subject to applicable law and regulations and would be modified / discontinued based on the prevailing law / regulation at any point of time and Axis Bank shall not be under any liability or obligation to continue implementation of the said Campaign till such time the terms are modified by Axis Bank as per the prevailing/ amended law at that point of time. In the event, that the Campaign cannot be continued without total compliance of the prevailing law at any point of time, 'this Campaign shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Campaign comes into force.
31. 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.
32. 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

33. 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.
34. 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. Failure by Axis Bank to enforce any of its rights at any stage does not constitute a waiver of those rights
35. In case of any queries or clarification on the Offer, the customer can contact our customer service desk. All escalations related to this campaign will be valid till 30 March 2019
36. All issues / queries / complaints / grievances relating to the Offer, if any, shall be addressed to Alliance Partner directly at the below mentioned email id support@matrixrage.com without any reference to Axis Bank. The same shall be addressed by Flatworld India Ltd. within 15 working days of transaction.
37. Customer can also share his complaints Email: support@matrixrage.com (responses shall be provided in 24 to 48 working hours.
38. This Offer is subject to applicable law and regulations.

Terms and Conditions as prescribed by Alliance Partner Flatworld Rewards

1. All offers are valid till stocks last.
2. All offers are valid for limited period only.
3. The benefits under the offer CANNOT be clubbed with other offers running on the Flatworld Rewards website.
4. Orders shall be delivered only within India.
5. Product Image used is for representation purpose and color of actual product can differ from the image.
6. Offer is valid only for Retail/Individual customers and not for corporate/bulk bookings.
7. This offer is conducted at the sole discretion of Flatworld Trading Pvt Ltd. In case of any disputes, the final decision will rest with Flatworld Trading Pvt Ltd.
8. Any person availing of this offer shall be deemed to have accepted these Terms and Conditions.
9. Axis Bank and Flatworld Trading Pvt Ltd reserves the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary all of these terms and conditions 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.

10. Axis Bank/Flatworld Trading Pvt Ltd shall not be liable for issues related to technical, human error whatsoever, e.g. wrong promotion number being entered by the customer or the customer being logged out of the system.

11. Any and all taxes, including without any limitation, income tax (of any) applicable on this offer and the rewards/benefits thereto shall be borne by the customer and shall deposit the applicable amount of taxes [if any] to applicable governmental authorities before user could avail any benefits, unless otherwise mandated under the applicable laws.

12. All disputes, if any, arising out of or in connection with or as a result of above offers or otherwise relating here to shall be subjected to the exclusive jurisdiction of the competent courts/tribunals in Mumbai only, irrespective of whether courts/tribunals in other areas have concurrent or similar jurisdiction