

## **Terms and Conditions Nykaa Offer**

 $(1^{st} \text{ Feb} - 15^{th} \text{ Feb'} 16)$ 

- Get a flat Rs. 150 off on a purchase of Rs. 1500 & above only on Nykaa.com
- The offer will be valid from 1/02/2016 to 15/02/2016
- This Offer is valid only for AXIS Credit Card and Debit Card Customers.
- Please note: The offer can be availed by only one e-mail ID once.
- Promocode: NYKAAXIS150
- URL: <a href="http://www.nykaa.com/axis-bank-online?utm">http://www.nykaa.com/axis-bank-online?utm</a> source=Axis&utm medium=Affiliate%20&utm campaign=FebSale
- Please note: Customers need to be signed in/logged in to Nykaa.com to avail the discount.
- Bulk orders placed using this offer will be subject to Terms and Conditions of Nykaa.com
- Discount is not applicable on personal care brands.

## **Detailed Terms & Conditions:**

- An instant discount will be awarded to Axis Bank Debit and Credit card holders at the time of making the payment as per the offer.
- The discount will be calculated on the final cart amount
- The offer is not applicable for cash on delivery transaction
- The offer will not be applicable on Gift Wrap or premium delivery charges
- Axis Bank cardholder will have to make the payment with their Axis Bank cards only to avail this
  offer
- No discount will be applicable in case of partial payments.
- Axis Bank does not make any warranties or representation of the quality, merchantability, suitability or availability of the products or services included in this Offer. The sellers on Nykaa.com shall be responsible for the products purchased by a customer. Neither AXIS Bank nor any of its subsidiaries assumes any responsibility for the service offered by Nykaa.com & its sellers.
- Axis Bank holds no warranty or makes no representation about the quality offered by the sellers on Nykaa.com. Any dispute or claim regarding the services must be resolved by the customers with Nykaa.com or its sellers, directly without any reference to Axis Bank. Axis Bank shall not entertain any such disputes even if, the customer approaches for resolution of the same
- The participation is voluntary and any purchase on Nykaa.com's platform using Axis Bank card shall be deemed as acceptance of the terms and conditions mentioned herein
- In the event orders are cancelled, the corresponding value will be deducted from the paid amount while checking eligibility of Discount
- Axis Bank holds the exclusive right at its sole discretion to refuse or deny the offer to any
  Cardholder. The cardholder shall become ineligible to participate in this Offer if his/her card is
  cancelled before the expiry of /during the Offer Period. Axis Bank reserves the right to disqualify
  any Customer from the benefits of the campaign / offer, if any fraudulent activity is identified as
  being carried out by the customer for the purpose of availing the benefits under the
  campaign/offer or otherwise by use of the service
- Any taxes 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
- This Offer may be withdrawn or extended at any time at the sole discretion of Axis Bank &



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- Axis Bank is not making any commitment to make such similar offers beyond the Offer period
- All other terms and conditions of the Cardholder agreement shall continue to apply
- Axis Bank & Nykaa.com reserves its 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 & Nykaa.com also reserves the right to discontinue the Offer without assigning any reasons or without any prior intimation whatsoever to the Customers. In case of any dispute, Axis Bank's decision shall be binding on all Customers
- 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 shall be subject to the exclusive jurisdiction of the courts in Mumbai only
- Nothing expressed or implied in the program shall in any way waive or amend any of the
  applicable terms and conditions on Nykaa.com. Any disputes arising out of and in connection
  with this program shall be subject to the exclusive jurisdiction of the courts in Mumbai only
- Nothing expressed or implied in the program shall in any way waive or amend any of the applicable terms and conditions on Nykaa.com. Any disputes arising out of and in connection with this program shall be subject to the exclusive jurisdiction of the courts in Mumbai only
- Pictures of products shown in the communication sent to the customer either through mailers
  or advertised on Nykaa.com website, are for representative purpose only and may not bear a
  resemblance to the actual products sold by the relevant sellers. Nykaa.com Shall under no
  circumstances be responsible towards the same
- Products offered under this program are subject to availability from the respective sellers of Nykaa.com and in no circumstances Nykaa.com shall be liable for non-availability of any of the products
- Under no circumstance will the offer/discount being offered under this program be settled in cash
- All government Levis 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
- Any disputes arising out of the Offer shall be subject to arbitration by a sole arbitrator appointed by both the Parties with mutual consultations for this purpose. The proceedings of the arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996.
   The place of arbitration shall be at Mumbai and language of arbitration shall be English
- Customers are not bound in any way to participate in the discount program
- Any such participation is voluntary and the same is being made purely on a best effort basis
- Any query regarding the program will be entertained until 15th March, 2016. Post such date, Nykaa .com will not entertain any correspondence or communication regarding this Program from any persons
- All liability with respect to the products purchased lies with the respective seller and Nykaa.com, the BANK shall be in no way responsible for the same.