

## Terms and Conditions on Credit and Debit Cards

## <u>(Jan'16)</u>

## <u>MakeMyTrip</u>

## Terms and Conditions:

- Offer: Get additional 30% cashback up to INR 1250 on payments made through Axis Bank debit/credit card.
- Validity: The cashback offer is valid for hotel bookings (domestic and international both) made from 20th January, 2016 to 21st January, 2016 ("Offer Period").
- Offer valid on website, mobile site and mobile app (Android & iOS) bookings only.
- When: The cashback will be credited to the same credit/debit card as was used for the purpose of making the booking, and will reflect in the monthly card statement/s within 21 working days from the date of booking.
- How: The cashback will be credited to customers card account used at the time of booking. To avail the cashback must enter any Deal code/E-coupon live during the offer period and must use Axis Bank Debit or Credit card only to make the payment.
- Offer valid only on select Hotels.
- Cashback to be calculated on the amount paid through Axis Bank credit or debit card.
- The Axis Bank Offer is valid for only 1 booking per card per user during the offer period. In the event of an Axis Bank Card being used and E-Coupon code applied to make a second booking, it will be eligible for regular offer but not for Axis Bank offer.
- This offer is valid for hotel check outs till 31st March 2016.
- Hotels offer is not valid on pay at hotel bookings.
- Cashback will be calculated on per Booking ID basis and will be given on the amount paid by Axis Bank Debit or Credit card only.
- This offer is on first come first serve basis and shall be subject to availability.
- User Agreement and Privacy Policy of MakeMyTrip shall apply.
- Offer is not valid on transactions where payment is made through EMI, Cash on Delivery (COD) and Pay pal.
- Offer eligibility will be basis the BINs shared by Axis Bank. If the BIN series of the card does not match with the one provided by the Bank to MakeMyTrip, then the Cardholder shall approach the Bank and MakeMyTrip reserves the right to withhold deny the offer to the Cardholder.
- Cashback will be calculated on each Booking ID and not on the number of transactions. For example, if a Cardholder pays in 2 instalments/transactions for 1 Booking ID, the cashback will be calculated on basis of the card charged amount of the Booking ID.
- If the Cardholder doesn't receive the cashback amount, he/she can claim for the same within 3 months from the booking date. In the event the Cardholder fails to do so, he/she will not be eligible for the cashback amount.
- For any card related services of the bank account, the Cardholder shall approach the Bank and MakeMyTrip shall not entertain any such claims or queries.
- The cashback benefit cannot be combined with any other promotional benefit offered for bookings on MakeMyTrip, except in scenarios where the other benefit is not extended/funded by MakeMyTrip.
- The Cardholder shall not be entitled to cashback under this Offer in the event of cancellation of booking and the booking amount will be refunded after deduction of applicable cancellation charges. If the Cardholder cancels the travel service purchase



after the cashback amount is credited to the account, MakeMyTrip will refund the purchase price after deducting the cashback amount and any other applicable cancellation charges/penalty.

- User Agreement and Privacy Policy at MakeMyTrip website shall apply.
- Cardholders, who are Travel Agents by occupation, are barred from making bookings for their customers and MakeMyTrip reserves the right to deny the offer against such bookings or to cancel such bookings. For such cases, MakeMyTrip shall not refund the booking amount.
- The Bank and MakeMyTrip reserve 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.
- In no event, the entire liability of MakeMyTrip for any dispute arising in connection with this offer shall exceed the cashback amount that a Cardholder is entitled to under the said offer.
- MakeMyTrip in no event shall be liable for any indirect, incidental, consequential and financial losses in any event whatsoever.
- In case of partial cancellation, complete cashback amount would be recalled and the customer would not be entitled for cashback.
- MakeMyTrip shall not be liable for any claims or grievances' solely attributable to the Bank.
- MakeMyTrip shall not be liable for any claims arising due to Force Majeure events or situations beyond MakeMyTrip's reasonable control.
- Disputes, if any, shall be subject to the exclusive jurisdiction of the competent courts/tribunals in New Delhi only.
- This Offer is valid on all Axis Bank Retail Credit and Debit Cards. This offer is not valid on Corporate Credit Cards.
- The offers are solely brought to you by MakeMyTrip and that AXIS Bank is not making these offers and therefore AXIS Bank holds no warranty and is not representative of the delivery, services, suitability, merchantability, availability or quality either of the offer or of the products/services made available to customer by MakeMyTrip website under the respective offer.
- Any disputes regarding delivery, service, suitability, merchantability, availability or quality of the offers and/or products/services under the offers must be addressed in writing, by the customers directly to MakeMyTrip and that AXIS Bank shall not entertain any communication in this regard.
- The Offer cannot be clubbed with any other bank offer.
- 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 the charge slip and 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 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.
- Credit Cardholder/s whose account has been classified as delinquent before or during the currency of the offer will not be eligible for the benefits of the offer. Bank's discretion in this regard shall be final
- Axis Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered/sold by the Merchants. Any dispute or claim regarding the goods and services must be resolved by the Cardholder/s with the Merchant directly without any reference to Axis Bank.
- 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.
- MakeMyTrip & Axis Bank retains the right to change or discontinue the Offer at any time during the Promotion Period. The decision of MakeMyTrip & 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.
- 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 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.
- MakeMyTrip Terms & Conditions applicable.