

1. DEFINITIONS

For the purposes of these terms and conditions ("Terms "):

- "Card" shall mean such variants of Axis Bank Debit Card or Credit Card, which have been issued by Axis Bank and are valid and subsisting during the Program Period, except for AXIS Bank Corporate Credit Card.
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.
- "Program Period" shall mean the period commencing from October 01, 2014 from 12.00 AM to October 31, 2014 11.59 PM (both days inclusive).
- "Facilities" shall mean highest POS or online spends on Card during the program period. Facilities will exclude Cash withdrawals at ATMs and banks branches, Void Transactions and Reversals done on the Card during the Program Period.
- "Program" shall mean the Gifts Offer for the Employee availing of the Facilities during the Program Period.
- "Gifts" shall mean vouchers worth Rs 8000 offered by AXIS Bank or its alliance partner – The Mobile Store, on using the Card during the Program Period. The Gifts will be given in the name of the primary card holder only.
- "Void Transaction" shall mean any transaction wherein the transaction made by using the Card has been cancelled by the Merchant Establishment prior to settlement with AXIS Bank.
- "Reversals" shall mean any transaction that have been reversed to the Employee's account for any reason whatsoever
- "Eligible Transaction" shall mean all POS and online transactions on card and will not include Cash withdrawals at ATMs and banks, Void Transactions and Reversals.

2. OFFER

- The Program is valid for Employees only and shall be valid and subsisting during the Program Period, unless otherwise notified by AXIS Bank. The Employee shall be required to carry out POS or online transaction on card (excluding Cash withdrawals at ATMs and banks, void Transactions and Reversals) using his/her Card in the Program Period in order to be eligible for the offer.
- The offer construction shall be as follows:
 - **Offer:** Top 10 Spenders during the program period amongst all eligible Employees during the Program Period shall be eligible for a gift voucher worth Rs 8,000 from The Mobile Store. Top Spenders during the program period will be the Employees who do the maximum total spends inclusive of all eligible transactions done on the Card during the program period
 - In case of a tie between two or more Employees who have done the highest spends during the program period, the Employee with the highest value of any single transaction done during the program period will be eligible for the gift voucher worth Rs 8,000 E.g If Employee "A" & Employee "B" both have spent a total of INR 1,50,000 which is highest spend for the program period, where highest value of one of the transactions done by Employee "A" is Rs 1,00,000 and the highest value of one of the transactions done by Employee "B" is Rs 50,000, then Employee "A" will become eligible for Gift. In case two or more Employees have the same highest transaction value , then the Employee who is first to finish doing the transaction with the highest value during the program period will be eligible for the Gift
 - One Employee is eligible to get only one Gift during the promotion period
 - The winners of the Gift shall be intimated through email, SMS and phone call on their registered email address and mobile number respectively.
 - The winners shall be announced 45 days after the end of the Program Period.
 - The Gift will be sent to the Employees after 75 days of the end of the Program Period.
 - The Employees who are the winners of the Gifts will have to pay a Gift tax and/or Income Tax (as applicable) on the gift voucher value at the rate prevailing as per the extant rules of the Income Tax Department. The onus of paying the Gift tax and/or Income Tax to the Income Tax Department will rest solely with the Employee

- AXIS Bank shall, with the help of the authorised vendor, attempt to contact the Employee to inform about this Gift won by him on his registered mobile number and send an email at his registered email address as per AXIS Bank records. If AXIS Bank is unable to get any confirmation from the Employee after calling 6 times in a period of 15 days, or reply on email sent after sending an email to registered Email Id and 2 reminders on the email sent, the winner will be considered to be void, and the next eligible winner will be selected and the Gift will be assigned to that Employee. Under no circumstances will the earlier winner be given the Gift once the next eligible winner is intimated about the Gift won by him or once the next eligible winner has confirmed to accept the Gift and bear the tax.
- AXIS Bank shall, with the help of the authorised vendor, attempt to have the Gift delivered at the registered mailing address of the Employee. If the Gift is undelivered, AXIS Bank shall, at its sole discretion, attempt to have the Gift delivered two more times. If the Gift is still undelivered, AXIS Bank shall hold the Gift till 60 days, within which the Employee should contact AXIS Bank to avail the Gift. After the termination of this time period, AXIS Bank shall be under no obligation to entertain any requests or claims for the Gift Item. For the delivery of the Gift Item to the eligible Employee, the Employee understands and permits that AXIS Bank shall share the Employee details like name, address, phone number etc. with the authorised vendor for delivery of the Gift Items.
- The Gift is not the product and service of Axis Bank and therefore, Axis Bank shall not in any way be deemed to be making any representation or warranty whatsoever in connection with the Gift (including the quality of products/services thereof) and shall not be responsible in any way whatsoever for the same. The Gift is being provided exclusively by alliance Partner and Axis Bank will not be responsible for any claims/ damages of the eligible Participant in case of deficiencies in Gift or the services of alliance Partner.
- Any gift that is damaged in transit is to be notified within 3 business days to Axis Bank and replacement will be processed in 30 business days from the time of outcome on best effort basis

3: Other Terms and Conditions

- One Employee is eligible to get only one Gift during the Promotion Period and the same will be applicable at a Employee ID level. If the Employee ceases to be the Employee at any time during the Program period, or before dispatch of the Gift, all the benefits under the Program shall lapse and shall not be available to the Employee. If the Employee becomes delinquent at any time during the Program period or before dispatch of Gift, all the benefits under the Program shall lapse and shall not be available to the Employee. In case Employee cancels any transaction/s due to which he/she has qualified for the gift, then the Employee is not eligible for the gift. In case Employee cancels the transaction after receiving the Gift then value equivalent to the Gift would be debited from his savings account / Credit Card account. All disputes are subject to the exclusive jurisdiction of the competent courts of Mumbai. In all matters relating to the Program, the decision of Axis Bank shall be final and binding in all respects. All communication / notices with regard to this Program should be addressed to "AXIS Bank Limited. In all matters relating to the Program, the decision of AXIS Bank shall be final and binding in all respects.
- These Terms shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Card of AXIS Bank. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions.
- AXIS Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the Merchant Establishments. Any dispute or claim regarding the goods and services must be resolved by the Employee with the Merchant Establishment directly without any reference to AXIS Bank. The existence of a dispute, if any, regarding the Product/s shall not constitute a claim against 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 Employee under the Program.
- AXIS Bank reserves the right to modify/ change all or any of the terms applicable to the Program without assigning any reasons or without any prior intimation whatsoever. AXIS Bank also reserves the right to discontinue the Program without assigning any reasons or without any prior intimation whatsoever.
- AXIS Bank reserves the right to disqualify/ exclude any Merchant Establishment or Employee from the Program if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program 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 Program shall be borne solely by the Employee and AXIS Bank will not be liable in any manner

whatsoever for any such taxes, duties, levies or other statutory dues. AXIS Bank shall be entitled to deduct or set off the amounts of taxes, etc., if any, mentioned above from all amounts payable by AXIS Bank to the Employee and balance amount, if any, of Cash Back will be paid to the Employee / credited to the account of the Employee.

- The Program is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.
- AXIS Bank shall not be held liable for any delay or loss that may be caused in delivery of the Gift.
- In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of AXIS Bank.
- AXIS Bank will publish the results of the winners on their web site by 8th December 2014 and send the Gift to the eligible Card Holders by 10th January 2015 which is within 75 days from the date of termination of the Program Period.
- For NRI Card Holders, the Gift will not be dispatched to the registered address if registered address is outside India. In such case, the Gift will either be delivered to any branch of AXIS Bank located in India. The Card Holder or Power of Attorney holder of Card Holder can pick up the Gift from the Branch, or else Card Holder can inform AXIS Bank by sending an email through his registered email Id to send the Gift to the address of his choice in India.
- This 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.