

## **Terms and Conditions for Flipkart Premier League Contest**

### **Contest Details:**

Contest 1: Player of the Day contest

Contest 2: Player of the Week contest

Contest 3: Player of the Series contest

- This Contest is valid on all active Axis Bank Credit and Debit Cards (“Axis Bank Cards”)
- Contest Period: The “Flipkart Premier Contest” starts on 18<sup>th</sup> April, 2016 and ends on 25<sup>th</sup> May 2016 (Both days inclusive)

### **Details of the contest:**

#### **A) Player of the Day Contest**

- Customer makes a purchase on Flipkart.com, m.Flipkart.com & mAPP using Axis Bank Debit or Credit Card issued in India
- All successful transactions made between 00:00 Hrs. and 23:59 Hrs. per calendar day will be considered
- On the basis of the purchase done on Flipkart via Axis Bank Debit or Credit Cards, the highest spender per day will be the winner of the Player of the Day contest
- The name of the winners will be declared on or before 5<sup>th</sup> July 2016 and will be available on Flipkart’s and Axis Banks website
- The Player of the day contest will run independently every day from 18<sup>th</sup> April 2016 to 25<sup>th</sup> May 2016
- The winner will receive a (One) Mi 4i (Grey – 16 GB) mobile phone
- Customer is eligible to win this contest only once per league. If the same customer has the highest aggregate purchases on a particular for the second time and subsequently, the customer having the second highest aggregate purchases would be chosen the winner
- The terms of the Player of the day contest are subject to the general conditions of entry set forth below

#### **B) Player of the Week Contest**

- Customer makes a purchase on Flipkart.com, m.Flipkart.com & mAPP using Axis Bank Debit or Credit Card issued in India
- All successful transactions made every week from 00:00 Hrs. to and 23:59 Hrs. per calendar day will be considered

- On the basis of the purchase done on Flipkart via Axis Bank Debit and Credit Cards, one highest spender per week will be the winner of the Player of the week contest
- The name of the winners will be declared on or before 5<sup>th</sup> July 2016 and will be available on Flipkart's and Axis Banks website
- The Player of the week contest will run independently every week from 18<sup>th</sup> April 2016 to 25<sup>th</sup> May 2016
- Customer is eligible to win this contest only once per league
- The schedule of the Player of the week contest is as below
  - a. Week 1: 18<sup>th</sup> April 2016 – 24<sup>th</sup> April 2016
  - b. Week 2: 25<sup>th</sup> April 2016 – 1<sup>st</sup> April 2016
  - c. Week 3: 2<sup>nd</sup> April 2016 – 8<sup>th</sup> May 2016
  - d. Week 4: 9<sup>th</sup> May 2016 – 15<sup>th</sup> May 2016
  - e. Week 5: 16<sup>th</sup> May 2016 – 22<sup>nd</sup> May 2016
  - f. Week 6: 23<sup>rd</sup> May 2016 – 25<sup>th</sup> May 2016
- The winner will receive a (One) Nikon D3300 (Body with AF-S 18-55 mm VR II Kit Lens) DSLR camera (Black) Camera
- Customer is eligible to win this contest only once per league. If the same customer has the highest aggregate purchases on a particular for the second time and subsequently, the customer having the second highest aggregate purchases would be chosen the winner
- The terms of the Player of the week contest are subject to the general conditions of entry set forth below

### **C) Player of the series Contest**

- Customer makes a purchase on Flipkart.com, m.Flipkart.com & mAPP using Axis Bank Debit or Credit Card issued in India
- On the basis of the purchase done on Flipkart via Axis Bank Debit and Credit Cards, the highest spender (Only one winner) for the entire Flipkart Premier League will be selected. He/she will be the winner of the Player of the Series contest
- The Flipkart Premier League is defined from 18<sup>th</sup> April, 2016, 00:00 Hrs. to 25<sup>th</sup> May, 2016, 23:59 Hrs
- The name of the winners will be declared on or before 5<sup>th</sup> July 2016 and will be available on Flipkart's and Axis Banks website
- The winner will receive a Sony 120.9cm (48) Full HD smart LED Television.
- The terms of the Player of the series contest are subject to the general conditions of entry set forth below

### **General Conditions of Entry:**

- **“Customers” includes all the eligible** Axis Bank Debit or Credit Card holders
- Axis Bank is only promoting the usage of Card in this contest. Axis Bank does not make any warranties or representation on the quality, merchantability, suitability or availability of the products or services included in this Contest. The sellers on Flipkart.com shall be responsible for the products purchased by a customer. Neither Axis Bank nor any of its subsidiaries assumes any responsibility for the products and services offered by Flipkart and its seller
- Axis Bank holds no warranty or makes no representation about the quality offered by the sellers on Flipkart. Any dispute or claim regarding the services must be resolved by the customers with Flipkart 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
- Any query regarding the contest will be entertained only by Flipkart until July 30<sup>th</sup>, 2016, customer care number 18002089898. Post such date, no such correspondence or communication regarding this contest from any persons
- Customers will have to make the payment with their Axis Bank cards only to participate in this contest
- The contest is also applicable on EMI transactions done using Axis Bank Credit Card
- Add on cards will be treated as separate cards for the purpose the Customer to avail the benefit of the Contest
- This benefit under the Contest is non-transferrable to any other person and cannot be exchange or clubbed with any other offer
- Information on how to enter the contest and information on the prizes form part of these conditions of entry
- Entry into this contest is deemed to be acceptance of these conditions of entry. The contest is open to individuals who are residents of India. The contest is not open to customers who will not be the end consumers of the products and who are purchasing the products for resale and redistribution purposes
- The winner will be announced on the basis of card spends (on Flipkart). The prizes will be given to the respective Flipkart account holder
- By entering this contest, customer agree to be bound by these conditions of entry. Flipkart reserve the right to verify the validity of entries and to disqualify any customer who tampers with the entry process or who submits an entry that is not in accordance with these conditions of entry. It is a condition of entry that customers are able to accept the prizes as stated. Inability to accept the prize as stated, on the dates indicated, will deem the participant an ineligible entrant and the prize won will be forfeited

- By participating in this contest, customers agree to be bound by these Terms and Conditions, the Terms of Use, Privacy Policy and other relevant documentation that are available on [www.flipkart.com](http://www.flipkart.com) including any modifications, alterations or updates that we make
- The validity of Player of the Day contest, Player of the week contest and Player of the Series contest is from 18<sup>th</sup> April 2016 (00:00 hrs.) to 25<sup>th</sup> May 2016 (23:59 hrs.) unless extended by Flipkart
- The contest is not applicable for cash on delivery transaction
- The participation is voluntary and any purchase on Flipkart's platform using Axis Bank card during the Contest period shall be deemed as acceptance of the terms and conditions mentioned herein
- In the event orders are cancelled or returned on Flipkart's platform during Contest Period and the amount will be refunded and will not be considered while checking the eligibility of the contest
- Flipkart holds the exclusive right at its sole discretion to refuse or deny the contest to any Cardholder. The cardholder shall become ineligible to participate in this contest if his/her Axis Bank card is cancelled before the expiry of /during the Contest Period. Axis Bank reserves the right to disqualify any of its Customer from the benefits of the contest, if any fraudulent activity is identified as being carried out by the Customer for the purpose of availing the benefits under the contest or otherwise by use of the service
- This contest may be withdrawn or extended at any time at the sole discretion of Flipkart
- Axis Bank is not making any commitment to make such similar contest beyond the contest period
- All other terms and conditions of the Cardholder agreement shall continue to apply in addition to and not in derogation of other applicable terms and conditions specified by the Axis Bank in respect of the products & services offered by the Bank and/or such other terms and conditions as may be stipulated by the Bank, from time to time. In all matters relating to the terms & conditions stipulated by the Bank, the decision taken by Axis Bank shall be the final and binding on the Customers
- Flipkart 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 contest at its sole discretion and the same shall be binding on the Cardholder at all times. Flipkart also reserves the right to discontinue the contest without assigning any reasons or without any prior intimation whatsoever to the customers. In case of any dispute, Flipkart decision shall be binding on all customers
- The contest shall be subject to usual 'force majeure events' and on occurrence of such event, the contest may be withdrawn at the discretion of Flipkart. For the purpose of this clause "Force Majeure event" shall mean and includes an act of terrorism or a natural calamity beyond Flipkart's control
- Axis Bank shall not be liable and responsible in any manner whatsoever including but not limited to any problems caused at Flipkart Platform due to technical issues like internet connectivity and/or by internet service providers / mobile data service provider and any technical or other issues including system

outages, delays, equipment malfunctions, errors or other or technical difficulties or impediments. Customer shall keep Axis Bank indemnified and harmless from and cannot claim any loss, cost or damages from Axis Bank which may arise due to these technical reasons or issues

- Axis Bank will not be responsible or liable in case the content is not configured or offered to or could not be availed by the Customers due to malfunction, delay, traffic congestion on any internet connection/telephone network or line, computer on-line system, servers or providers, mobile handset, computer equipment, software, or website. Customer shall keep Axis Bank indemnified and harmless from and cannot claim any loss, cost or damages from Axis Bank which may arise due to these technical reasons or issues
- These Terms and Conditions shall be governed by the laws of India and any disputes with respect to all the subject matters with relation to the Contest 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 Flipkart.com
- Pictures of products shown in the communication sent to the Customer either through mailers or advertised on Flipkart website, are for representative purpose only and may not bear a resemblance to the actual products sold by the relevant sellers
- Under no circumstance will the prizes being offered under this contest be settled in cash
- All government levies 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
- Customers are not bound in any way to participate in the contest and their participation in the Contest is entirely voluntary
- The participation of Axis Bank in the Contest shall be subject to applicable RBI guidelines issued from time to time and as per the prevailing law and regulations
- Any such participation is voluntary and the same is being made purely on a best effort basis
- All liability with respect to the products purchased lies with the respective seller and Flipkart Internet Pvt. Ltd. nor Axis Bank shall be in any way responsible for the same
- By participating, each customer grants Flipkart permission to use his/her name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law
- There is no cash alternative to the contest. The contest further does not give any additional guarantee or warranty whatsoever and is not transferrable
- The prizes to the winners shall be shipped to the billing address which is entered by the customer on [www.Flipkart.com](http://www.Flipkart.com), [m.Flipkart.com](http://m.Flipkart.com) & mAPP
- This contest shall be void in Tamil Nadu and territories where prohibited by law
- The Customers hereby agree to indemnify and keep Flipkart and Axis Bank harmless fully, against all losses including damages, liabilities, costs, expenses,

claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Flipkart as arising out of in consequence of (i) violation of terms of the terms of this addendum and the terms of use and privacy policy set forth on Flipkart.com, m.Flipkart.com & mAPP; (ii) violation of applicable laws; (iii) any action or inaction resulting in willful misconduct or negligence on the customers part

- The Contest 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 Contest till such time the terms are modified as per the prevailing/ amended law at that point of time