

# TERMS AND CONDITIONS- Winter Travel Campaign

## Campaign/Program Brief:

These terms and conditions ("Terms") shall be applicable to the Cardholder (as defined hereinafter) participating in the Program who agrees to be bound by the same and shall regulate the provisions of the specified products and services provided by the Axis Bank. Any Cardholder participating in the Offer/program 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.

## 1. DEFINITIONS

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

- "Card" shall mean such variants of Axis Bank Forex Cards that have been issued by Axis Bank and are valid and subsisting during the program period.
- "Card Holder/s" shall mean such Cardholder/s who are existing Axis Bank's Cardholders; and to Whom a Card has been issued and who is authorized to hold the Card.
- "Program/Offer Period" shall mean the period commencing from 15<sup>th</sup> December 2018 to 15<sup>th</sup> February 2019 (Both days inclusive) for Offer.
- "Gifts" shall mean the free Gift Voucher offered by Axis Bank Limited.
- "Cashback" shall mean funds reloaded to the customer's Forex card by Axis Bank Limited.
- "POS Transaction" shall mean all purchase/Usage transactions other than cash withdrawal/Balance Inquiry.
- "POS Cash Advance Transaction" shall mean all transactions where Forex Card is used at merchant outlets (including branches across International Banks) for doing face to face cash disbursements.
- "Usage" shall mean a POS transaction done at a merchant and not cash withdrawal or balance inquiry.
- "Eligible customers" shall mean **All Multi-Currency Forex Cardholders** loading/reloading their Forex cards during the campaign period. The offer is not valid on commercial Forex cards.
- "Day" shall mean time period starting from start of business hours to close of business hours on a Working day and will exclude Sunday & Bank Holiday.
- "Offer" shall mean and include Offers 1-4 mentioned below.
- "Alliance Partner" shall mean vendors providing the gifts/ services - Amazon Inc.
- "Authorized Vendor" shall mean a third party vendor who will be delivering the gifts to the customers.

## 2. OFFERS (15<sup>th</sup> December 2018 to 15<sup>th</sup> February 2019)

- The Offer is valid for all Axis Bank Multi currency Forex Card Holder/s and shall be valid and subsisting during the Program/Offer Period, unless otherwise notified by Axis Bank.
- The offer construction shall be as follows:

### Offer 1: Amazon vouchers worth INR 5,000 to Top 10 highest loaders of the month

- The offer is valid for cards loaded/reloaded under '**Leisure**' and '**Education**' purpose only.
- Top 10 card holders under each segment with highest loading (USD equivalent) in the month amongst all eligible card holders during the program period shall be the winners of Amazon Vouchers worth INR 5,000 each.

- The offer is valid for customers having Multicurrency Forex cards through the **Axis Bank Branch channel only**, loading/reloading the card through internet banking (IB), mobile banking (MB), and branch channel.
- In case of a tie between two or more card holders, all such customers will be eligible to win. One card holder is eligible to get only one Gift during the program period.
- The Amazon vouchers will be mailed to the winners on their registered Email ids within 30 working days from the date of loading along with the applicable T&Cs.

## Offer 2: Cashback on POS transactions

- The offer is valid for cards loaded/reloaded under '**Leisure**' and '**Education**' purpose only.
- The offer is valid for customers having Multicurrency Forex cards through the **Axis Bank Branch channel only**, loading/reloading the card through internet banking (IB), mobile banking (MB), and branch channel.
- Customers doing POS/ECOM transactions shall be eligible for cashback as per the construct below:

Monthly Cumulative POS transaction value (USD equivalent)	Cash Back (USD equivalent)
>5000	15\$
3000-5000	10\$
2000 - 3000	5\$

- Total cumulative amount spent on a card by the customers at POS in the entire month shall be considered for calculating the Cashback amount.
- The cashback shall be processed basis the USD (\$) equivalent of the amounts mentioned in the above table.
- The cashback will be processed within 30 working days from the end of such month.
- The offer is valid only on successful POS/ ECOM transactions.
- Only settled transactions shall be considered to calculate the total amount spent by the customer for doing POS transactions.
- Transactions reversed due to technical issues and merchant refund shall not be considered for Cashback.

## Offer 3: First 3 ATM transaction charges waiver

- The offer is valid for cards issued under '**Education**' purpose only.
- ATM charges for the first 3 ATM transactions done by the customer from the date of loading will be waived off.
- The waiver is valid for customers having Multicurrency Forex cards through the **Axis Bank Branch channel only**, loading/reloading the card through internet banking (IB), mobile banking (MB), and branch channel.

## Offer 4: POS Cash Advance Charges waiver

- The offer is valid for cards loaded/reloaded under '**Education**' purpose only.

- The waiver is valid for customers having Multicurrency Forex cards through the **Axis Bank Branch channel only**, loading/reloading the card through internet banking (IB), mobile banking (MB), and branch channel.
- The entire POS Cash Advance Charge levied on POS Cash Advance transactions shall be waived off.

#### **General Terms and Conditions**

- Week will be considered as Monday to Sunday. All days including Holidays shall be considered.
- The offer is valid on all Multi currency Forex cards issued through the branch channel only and loaded/reloaded through internet banking (IB), mobile banking (MB), and the branch channel.
- All Employees of Axis Bank Limited will not be eligible for this offer.
- The Gift is not the product and service of Bank and therefore, 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 Bank shall not be responsible for any claims/ damages of the eligible Winner/Card Holder in case of deficiencies in Gift or the services of Alliance Partner.
- Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the Alliance Partner. Any dispute or claim regarding the goods and services must be resolved by the Card Holder/s with the Alliance Partner directly without any reference to Bank. The existence of a dispute, if any, regarding the goods and services shall not constitute a claim against Bank.
- 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.
- Bank reserves the right to disqualify/ exclude any Card Holder/s from 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.
- In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of Bank.

#### **Other Terms and Conditions:**

1. The benefits under the campaign are neither transferable nor redeemable in cash.
2. Bank holds out no warranty or makes no representation about the quality, delivery of the services offered by the Alliance Partner. Any dispute or claim regarding the services must be resolved by the Card Holder/s with the Alliance Partner directly without any reference to Bank. The existence of a dispute, if any, regarding the services shall not constitute a claim against Bank.
3. Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use of any services availed of by the Card Holder/s under the Offer.
4. All the images used in the communication carried out for this promotion are for representation purpose only.
5. The campaign /offer cannot be clubbed with any other campaign/offer(s)/promotion(s).
6. By participating in this Promotion/Campaign/Offer, the Eligible cardholder agrees to be bound by these Terms and Conditions and the decisions of AXIS Bank shall be final and binding.
7. The Terms and Conditions of the Campaign/Offer shall be in addition to and not in substitution/ derogation to the primary terms and conditions governing the usage of the products/services offered by Axis Bank.
8. By participating in this Campaign/ Offer, cardholder agrees to be bound by these Terms & conditions.
9. Any cardholder participating in this Campaign/Offer shall be deemed to have read, understood and accepted these Terms & conditions.
10. The participation in the offer is entirely voluntary and it is understood, that the participation by the cardholder shall be deemed to have been made on a voluntary basis.

11. 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, mobile handset, computer equipment, software, or website.
12. 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
13. In all matters relating to the campaign/program, the decision taken by Axis Bank will be the final decision
14. Axis Bank reserves the right to modify/ change all or any of the terms and conditions contained herein as per its discretion without assigning any reasons. Axis Bank also reserves the right to discontinue the Contest/Offer without assigning any reasons. The decision of Axis Bank shall be final in this regard.
15. Axis Bank will not be liable in any manner whatsoever for any loss/ damage /claim/injury that may arise due to withdrawal or change in the terms and conditions of the Offer or discontinuation of it.
16. The Campaign/Offer is not available wherever prohibited and/or on products/services for which such offers cannot be made available for any reason whatsoever.
17. Axis Bank reserves the right to disqualify the Cardholder from the benefits of Program/Campaign/Offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program. The decision of Axis Bank shall be final in this regard.
18. Cardholder/s whose account has been classified as delinquent before or during the currency or completion of the offer period will not be eligible for the benefits of the offer. Bank's discretion in this regard shall be final.
19. In all matters or disputes relating to the Offer, the decision of Axis Bank shall be final and binding on the Cardholders.
20. This Campaign/ Offer is subject to applicable law and regulations and would be modified / discontinued, without any communication or reason assigned by the Bank to the Cardholders, 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.
21. 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.
22. The Cardholder 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 Cardholder while participating in this Campaign / Offer
23. The Campaign / Offer is void where prohibited by law.
24. 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.
25. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Campaign / 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.
26. 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 offer.
27. Axis Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the discount / benefit or of the Gift/product/ services mentioned under the services provided 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 Cardholder due to the use of the

aforesaid discounts. The sole liability shall rest with Alliance Partner for any claims raised by the Cardholder on any of the aforesaid issues.

28. Axis Bank does not assume any responsibility for the products and services offered under this Campaign. The services are provided solely by the Alliance Partner, 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.
29. All issues / queries / complaints / grievances relating to the Offer, if any, shall be addressed to the Alliance Partner.
30. Incomplete / rejected / invalid / returned /disputed or unauthorized/fraudulent transactions will not be considered for the offer. Decision of Axis Bank shall be final in this regard.
31. Axis Bank makes no representation and disclaims all express, implied, warranties of any kind to the Cardholder and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
32. Axis Bank reserves the right to change this Offer at any point of time without informing the Cardholder.
33. Cardholder himself/herself will be responsible for any damage/loss or theft post the delivery and acceptance of the prize/product.
34. In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of Axis Bank.
35. Axis Bank makes no representation and disclaims all express, implied, warranties of any kind to the Cardholder and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.