

# Axis Bank - Mumbai Duty Free Offer

## TERMS AND CONDITIONS

### 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 through the Mobile Banking channel and Internet Banking. 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 14<sup>th</sup> March 2017 to 31<sup>st</sup> May 2017 (both days inclusive) for Offer.
- "Cashback" shall mean funds reloaded to the customer's Forex card by Axis Bank Limited.
- ("Eligible customers") Shall mean All Axis Bank Forex Card Holders.
- "POS Transaction" shall mean all Usage transactions other than cash withdrawal/Balance Inquiry at Mumbai Duty Free.
- "Day" shall mean time period starting from 12:01 AM till 11:59 PM.
- "Offer" shall mean and include Offer A and Offer B.
- "Alliance Partner" shall mean DFS Mumbai.

### OFFER Details (14<sup>th</sup> March 2017 – 31<sup>th</sup> May 2017)

- The Offer is valid for all Axis Bank Forex card holders 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 A – 1 \$ Cashback for every 20 \$ spent

- For every 20 USD equivalents a customer spends at Mumbai Duty Free using his Axis Bank Forex card, a cashback of 1 USD equivalent will be processed to the customer's Forex card.
- The cashback will be processed within 30 working days.
- The offer is valid for all Axis Bank Forex card holders and shall be valid during the offer period, unless otherwise notified.

## **Offer B – Issuance fee waived off for Multicurrency Forex card**

- Customers who do not have an Axis Bank Forex card will get the below offer:
  - If a customer does a purchase at Mumbai DFS and applies for an Axis Bank Forex card, he/ she will get a discount on the issuance fee of the Multi-currency Forex card.
  - The customer will need to fill in the lead form at the DFS counter and carry the discount voucher to the branch to claim the discount.
  - The discount will be of Rs 300 that is the issuance fee for standard Multi-currency Forex card. If a customer opts for another variant of the Forex card, the maximum discount on the issuance fee will be Rs 300.

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

- The offer is not transferable, non-negotiable and cannot be encashed.
- 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.
- 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 Forex Card.
- Axis Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered 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.
- 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 offer is not available wherever prohibited and products/ services for which such programs cannot be offered for any reason whatsoever.
- In all matters relating to the offer for Axis Bank Cardholders, the decision of Axis Bank shall be final and binding in all respects.
- Any person taking the advantage of this offer through valid and active Axis Bank Forex Card in good standing shall be deemed to have read, understood and accepted these terms and conditions.

### **General Terms & Conditions for all the Offers**

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 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.
3. 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.

4. All the images used in the communication carried out for this promotion are for representation purpose only.
5. 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.
6. 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.
7. By participating in this Campaign/ Offer, cardholder agree to be bound by these Terms & conditions
8. Any cardholder participating in this Campaign/Offer shall be deemed to have read, understood and accepted these Terms & conditions.
9. 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.
10. 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.
11. 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.
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 but with a prior intimation/notice to the Cardholders. Axis Bank also reserves the right to discontinue the Contest/Offer without assigning any reasons but with a prior intimation to the Cardholders.
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
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. 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.
23. 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
24. The Campaign / Offer is void where prohibited by law.
25. 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
26. 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.
27. 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.