

## **Terms & Conditions for Contactless Cashback Offer on Flipkart Axis Bank Credit Card**

These terms and conditions (“Terms”) shall be applicable to the Credit Cardholders (as defined hereinafter) participating in the Offer (as defined hereinafter) who agrees to be bound by the same and shall regulate the provisions of the specified products and services provided by the Axis Bank (“Axis Bank”). Participation in this offer is voluntary. Any User participating in the Offer 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.

### **Definitions:**

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

“Credit Cardholders” – A person who is holding the Flipkart Axis Bank Credit Card whose last 4 digits have been mentioned in the communication.

“Campaign Period/ Offer Period/ Validity” - The period for which the offer is valid.

“Transactions” – any usage on the card which is not a charge/fee/interest levied.

“Target spend” – The exact amount that the customer needs to spend on his credit card to be eligible for the offer.

“Merchant” – any establishment where the Axis Bank credit card mentioned in the offer has been used for making a purchase.

SMS/Email/Mobile App Push Notification sent by Axis Bank to the customer’s registered mobile number/email ID mentioning the offer is referred to as “communication”

The Campaign Period referred to as “Offer Period” or “Validity”, used interchangeably, will be the one mentioned in the communication received by customer.

### **Offer:**

Just Tap and Pay with your FLIPKART AXIS BANK Credit Card and get Rs. 50 cashback on up to 3 transactions. Minimum transaction of Rs. 500.

**Terms of Offer:**

- Flat Rs 50 cashback on contactless transactions using the Flipkart Axis Bank Credit Card
- The offer is applicable on a minimum transaction of Rs. 500
- Offer is valid for maximum three (3) Eligible Transactions with a maximum cashback of up to Rs. 150 per card during the Offer Period.
- Offer validity: 15<sup>th</sup> August to 14<sup>th</sup> September 2020
- Customer needs to execute the transaction within the validity period provided in the communication
- Offer valid only on transactions done through Flipkart Axis Bank Credit Card
- By participating in this Offer, Customer agrees to be bound by the terms & conditions of this Offer including any other applicable terms & conditions modified and prescribed by Axis Bank from time to time. Any such participation by the customer shall imply that the customer has read, understood and accepted the terms and conditions hereunder
- The offer is not transferable, non-assignable, non-negotiable and cannot be en-cashed or clubbed with any other offer of Axis Bank.
- The transaction should be customer initiated only and should be a Purchase transaction (online / offline / point of sale). Cash withdrawal initiated by the customer or any fee or financial charge levied by the bank would not be eligible for this campaign. Only the posted transaction value net of any cancellations/refund will be considered eligible for the cashback.
- Only those transactions which get classified under contactless transactions within the campaign period will qualify as eligible transaction for the cashback.
- The offer is valid on the Credit Card account mentioned in the communication. Transaction can be done either on Primary card or Add-on card, however cashback would be credited only once on the Primary card mentioned in the communication for a transaction done on a Primary or Add-on card or both under the same Credit Card account.
- Cardholder's eligibility for the offer will be decided by the Bank.
- The cashback amount will be credited to all eligible customers within 90 days after the expiry of the offer period on best effort basis.
- All escalations related to this campaign will be valid within 3 months from the end of the offer period.
- The offer is not transferable, non-negotiable and cannot be en-cashed.
- The Offer cannot be combined with any other offer and cannot be assigned to any other person/customer.
- Incomplete / rejected / invalid / returned / cancelled / refunded / disputed or unauthorized / fraudulent transactions will not be considered for the offer.
- Credit Card holders whose cards are not active, blocked and/or are closed or have a credit freeze at the time of processing of cashback will not be eligible for the benefits of the offer. Cashback will be given only in the form of credit on the credit card and will not be given in any other mode. Bank's discretion in this regard shall be final.

- This offer is not valid on Corporate Credit Cards.
- Credit Cardholder/s whose account has been classified as delinquent will not be eligible for the benefits of the cashback offer as per Bank's policy. Bank's discretion in this regards shall be final. 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.
- Axis Bank shall in no way be liable if any Customer/(s) is/are unable/fail to do the transaction due to incompatible Mobile Phone handsets, Telecom Usage Plans or network failures or system failure/error or for any other reason whatsoever.
- Axis Bank reserves the right to, without liability or prejudice to any of its other rights, at any time, without previous notice and from time to time, withdraw/suspend/amend/cancel this Offer, without assigning any reasons thereof.
- Spends will be calculated basis details of the merchant and the transaction date submitted by the Merchant Establishment/Association (i.e. Visa/ MasterCard). Axis Bank will not be responsible if Merchant Establishment submits the transaction date or other details pertaining to the transaction as different from the actual when transaction was done.
- Axis Bank's computation of spends & eligibility shall be final, conclusive and binding on Card members and will not be liable to disputes, save and except in case of manifest error.
- Eligible transactions are those which qualify as customers' spend and settled by the merchant between the offer start and end dates, both days inclusive.
- 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.
- Any disputes regarding delivery, service, suitability, merchantability, availability or quality of products/services under the offer must be addressed in writing, by the customers directly to the merchant and that Axis Bank shall not entertain any communication in this regard
- 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.
- 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 issued by 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. In case of any fraudulent activity, for the purpose of availing the benefits under the Campaign/Offer, necessary action will be taken by the Bank. Please note Bank's discretion in this regard shall be final and binding.

- 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.
- Axis Bank shall not be obliged to make any public announcements to intimate the successful Cardholders about the cashback under the offer.
- Any person taking the advantage of this offer shall be deemed to have read, understood and accepted these terms and conditions.
- The offer by Axis Bank is subject to applicable laws and regulatory guidelines/ regulations and as per bank's extant guidelines from time to time.
- Any dispute relating to the offer or the terms and conditions shall be subject to the jurisdiction of the courts in Mumbai only.
- General Terms and Conditions on Axis Bank Credit Card are applicable.
- This Campaign/ Offer is/ 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 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.
- The terms & conditions of the Offer shall be in addition to & not in substitution/derogation to the rules & regulations governing the use of the Axis Bank credit card and/or the Axis Bank websites as stated above. Payment of fees/service charges/all other amounts due from the Customer to Axis Bank from usage of credit cards by the
- Customer under this Offer and/or otherwise will be governed by Axis Bank Terms & Conditions. Customer can view the terms and conditions as well as the complete terms and conditions on the online portal <http://www.axisbank.com>