

Terms and Conditions for Zomato Pro membership on Axis Bank Credit Card approval November 2020

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 retail 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.

“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”. Only those customers who receive the communication are eligible.

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

Offer: Enjoy Zomato Pro membership for upto 12 months on approval of your Axis Bank Credit Card availed through Zomato Mobile App/Website

Terms of Offer:

- Zomato Pro Membership will be issued with the validity of 3 months with Flipkart, MyZone, and Neo Credit Card
- Zomato Pro Membership will be issued with the validity of 12 months with Magnus, Select, and Privilege Credit Card
- The Zomato Pro Membership is issued to the customer whose card is approved and card number is successfully generated.
- The Zomato Pro membership will be directly activated in your Zomato Mobile app and the communication will be sent on your Mobile Number/Email ID registered with Axis Bank

- The validity of Zomato Pro membership will start from the day it is activated in your Zomato mobile App
- By completing the credit card application form, I confirm that I have read and agreed to the detailed Terms and Conditions.
- There is no restriction on the number of times a member can avail the Pro benefits in a day.
- Zomato Pro membership can be used only on a single mobile device at a time and may not be used in respect of multiple devices with a single registered email.
- Member must be physically present at the time of redeeming benefit(s). Member must carry a valid ID proof.
- Zomato Pro is not valid on takeaway. Take-away of leftovers is at the discretion of the restaurant partner.
- Partner restaurants may charge additional charges, including but not limited to service charge, which are not covered under Offers at it's own discretion.
- Zomato Pro cannot be combined with other offers.
- Your membership plan will be automatically renewed at the expiration of your membership plan. You can cancel your membership at any time before the expiration of your membership plan.
- Any discounts on the membership are valid for the first purchase only.
- Zomato Pro is not valid on special occasion days (Valentine's Day, Christmas Eve / Christmas Day, New Year's Eve / New Year's Day, Diwali Eve / Diwali Day, Durga Puja (applicable in WB), Pongal (applicable in TN), or on days prohibited by law or applicable regulations.
- Exclusion period applies from the start of operational hours for the day up till 6am of the following day.
- Customer needs to call Axis Bank customer care or reach out through other mediums to get the card related disputes resolved
- 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
- Cardholder's eligibility for the offer will be decided by the Bank.
- The offer is valid only for select Axis Bank Credit Cardholders to whom the formal offer communication was sent by Axis Bank, on their mobile number/email ID registered with the bank.
- 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.
- This offer is not valid on Corporate Credit Cards.
- 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.
- 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.
- 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.
- 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>