

## **Terms and Conditions for Amazon Voucher Campaign on Axis Bank Debit card**

**Validity** – 1<sup>st</sup> June – 15<sup>th</sup> July 2024

**Offer details** – Get Rs. 1000 worth Amazon voucher on spends of Rs. 10,000 or more across at least one transactions in foreign currency with Axis Bank Debit Card.

During the Offer Period, Promotion Cardholders will be entitled to receive Rs. 1,000 Amazon voucher on qualifying below conditions (“**Promotion**”):

1. Cardholders who have successfully spent a cumulative amount of INR 10,000 (Indian Rupees twenty thousand only) or more across at least one transactions in foreign currency using card mentioned in the bank communication.
2. Offer is valid from 1<sup>st</sup> June – 15<sup>th</sup> July 2024 (both days inclusive)
3. Top 5000 spenders satisfying above conditions will receive voucher through registered email address & mobile number within 90 days from offer end date on best effort basis.

**Card applicability** – Axis Bank Debit Cardholders who have received bank communication.

### **Mastercard Terms and Conditions:**

- Debit Cards to be used only on POS & E-commerce sites/E-commerce Apps
- Total spends on successful POS & E-com transactions using Axis Bank Mastercard Debit Card will be considered, the same would be net of refunds, fraudulent/chargeback transactions.
- ATM transactions, Card to Card transactions, Internet Banking, Cash at POS etc. will not be eligible for this program.
- Top 5000 qualifiers based on total spends will be short listed for the vouchers.
- University spends, visa charges, civic spends will not be eligible for this program.
- Winners will be notified within a maximum of 90 days from the end date of the offer.
- Gift vouchers will be from leading eCommerce player - Amazon.
- The gift vouchers are to be availed as per the described partner terms and conditions,
- Notification and winner details will be sent through the email ids or SMS registered with the bank at the time of communication being sent.
- The Prizes and any component thereof cannot be transferred or exchanged or redeemed for cash, credit or any prizes and other items in part or in whole. The Prizes may be subject to additional terms and conditions accompanying them (if any). Axis Bank may, at its sole discretion, at any time and without prior notice, replace or substitute any Prize or any component or item of any Prize with another component or item of a similar value.
- Claiming procedures for the Prizes are subject to the requirements set out by Axis Bank and/or its merchant partner, which requirements will be communicated to the winners or displayed on bank’s website.
- As required, Axis Bank may choose to extend the promotion period or pause the campaign earlier.
- Participation in the Campaign by the Customer(s) is on a voluntary basis
- In all matters relating to the campaign, the decision of Axis Bank shall be final and binding in all respects.

- Axis Bank shall not in any way be deemed to be making any representation whatsoever about the usefulness, worthiness, quality and/or character of the Reward Incentive provided under the Campaign and shall not be responsible in any way whatsoever for the same. The existence of a dispute with respect to, if any, regarding the usefulness, worthiness, nature and/or quality of Product or other Services provided by Axis Bank shall not constitute a claim against the Bank.
- Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Customers due to provision of the Offer, shall be to the sole account of Customer/s. Tax deducted at source, if any, on the Monetary value of the Offer shall be payable by Customer/s.
- Axis Bank and Mastercard shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any Products or Services availed by the Customer/s under this campaign.
- Axis Bank reserves the right to disqualify the Customer/s 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 Campaign.
- Axis Bank and Mastercard shall not be held liable for any delay or loss that may be caused in delivery of the Product/ Services.
- If the Customer ceases to be a Customer at any time during the currency of the Campaign Period, all the benefits under the Offer shall lapse and shall not be available to the Customer.
- The Campaigns cannot be clubbed with any offer(s) or promotion(s). Axis Bank has the right to withdraw the Campaign without any prior notice.
- Axis Bank and Mastercard reserves the right to modify/ change all or any of the terms and conditions contained herein as per its discretion without assigning any reasons or without any prior intimation/notice whatsoever. Axis Bank and Mastercard also reserves the right to discontinue the Campaign without assigning any reasons or without any prior intimation whatsoever. Axis Bank and Mastercard 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 Campaign or discontinuation of it.
- Employees of Axis Bank are not eligible to participate in the offer.
- The offer under the campaign is subject to applicable Indian laws and such other terms and conditions as may be stipulated by Axis Bank. The Offer is not available wherever the same is prohibited and/or cannot be offered or for any reason whatsoever. All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Bengaluru. However, Axis Bank reserves the right to approach any other court or tribunal of competent jurisdiction.
- By participating in the Campaign, each Participant fully and unconditionally agrees to these terms and conditions and accepts that the decision of Mastercard and Axis Bank regarding the Campaign and all matters related to or connected with it, including, without limitation, the interpretation of these terms and conditions, is final and binding and no queries shall be entertained. In the event all or any of these terms and conditions are not acceptable to a Participant, such Participant should not participate in the Campaign, notwithstanding the offer. These terms and conditions shall be binding on the Participants.
- No representation or warranty of any kind is given by Mastercard as to the rewards offered under the Campaign and all liability of any kind whatsoever is excluded to the full extent permissible by applicable law. In the event legislation mandates conditions or warranties which cannot be excluded, restricted, or modified except to a limited extent, then to the extent permitted by law, Axis Bank's liability is limited to, at its option to provide replacement of the reward or any component or item thereof or the supply of an equivalent prize.

- For all risks associated with the use and redemption of the rewards, Mastercard and their respective directors, officers, employees and agents shall not be liable to the winners or their companions (if any) under the Campaigns or any other person for any deficiency, delay, omission or failure related to or connected with Campaign or the Prizes or any component or item thereof.
- To the full extent permitted by applicable law, each Participant shall not have any claim whatsoever against any member of Mastercard and their respective directors, officers, employees and agents in respect of any action, proceeding, judgment, damage or loss (including, without limitation, incidental, punitive, consequential, special, direct or indirect damages, loss of profits, loss of business, loss of business opportunity or economic loss), expense, injury (including, without limitation, death or personal injury), damage to property or liability suffered or incurred by the Participant (including any companion of the winner) or any other person arising from or in connection with:
  - such Participant's participation in the Campaign;
  - collection, receipt, redemption, use or misuse of any rewards or any component or
  - item thereof by such Participant and/or any other person;
- Each Participant shall indemnify and hold the Mastercard and their respective directors, officers, employees and agents harmless from and against any and all claims (including, without limitation, claims for negligence), liabilities, suits, damages, judgments, costs and expenses (including, without limitation, attorney's fees) and all losses and expenses resulting or arising from or connected with any claims or actions by any third parties against Mastercard or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such Participant, including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such Participant.
- Mastercard and their respective directors, officers, employees and agents shall not, to the full extent permissible by applicable law, be liable in any way whatsoever in respect of any of the following: -
  - lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted entries, notifications, postings, correspondences or transaction postings;
  - any reward or any component or item thereof that is damaged, defaced, illegible, lost, stolen or otherwise not used;
  - inaccurate information provided by the Participant, howsoever caused;
  - the suspension, cancellation or termination of the Campaign for any reason whatsoever;
  - virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention in any part of the entry process, the winners' selection or determination process, or the operation or administration of the Campaign;
  - technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;

- any action, proceeding, judgment, liability, loss, injury, claim or damage (including, but not limited to, incidental, punitive, consequential, special, direct or indirect damages or losses, loss of profits, loss of business, loss of business opportunity, economic loss), expense, death and personal injury incurred or suffered by any Participant or any other person which may be caused, directly or indirectly, in whole or in part, from (i) any participation in the Campaign; (ii) the collection, receipt, redemption, use or misuse of any reward or any component or item thereof; or (iii) the travel to and from any venues or locations associated with any reward or any component or item thereof.
- Mastercard accepts no responsibility for any tax implications that may arise from any reward or any component or item thereof or the claiming, redemption and use thereof. Any tax filing obligation or any tax, rates, or fee payment due to any authority as a result of the participation in the Campaign by a Participant or the collection, redemption, receipt or use of any reward or any component or item thereof remains the sole responsibility of the winner thereof. It is the responsibility of each winner to seek independent advice on the possible implications this may have on his/her own financial situation.
- The Campaign is subject to all applicable laws and regulations. In the event Mastercard and Axis Bank are prevented from continuing with the Campaign or the integrity and/or feasibility of the Campaign is undermined by any event beyond the control of Mastercard and Axis Bank, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, breakdown in equipment, technical failures or other cause not reasonably within the control of Mastercard, Mastercard and Axis Bank shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Campaign without any further obligation.

### **Axis Bank Standard Terms and Conditions**

- The decision of The Merchant & Axis Bank will be final and binding on all and any correspondence in this regard will not be entertained.
- Any and all cashbacks/vouchers will be posted within 90 days of an offer/campaign end date.
- The offer is not transferable, non-negotiable and cannot be En-cashed.
- Incomplete / rejected / invalid / returned /disputed or unauthorized/fraudulent transactions will not be considered for the offer.
- In case there is more than one offer available simultaneously, no two offers can be combined by the participant. It shall be entirely at discretion of Axis Bank to consider any exceptions to the above.
- 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.
- The Merchant and Axis Bank reserve the right at any time, without notice, to add/alter/change/ or vary any or all of these terms and conditions or to replace, entire or in part, this offer, by another offer, whether similar to this offer or not, or to withdraw it altogether.
- 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.

- The Merchant & Axis Bank reserves the right to modify / alter the offer or 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.
- 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.
- Axis Bank only offers discount on purchase of goods and services of The Merchant by using Axis Bank Credit & Debit Card and Axis Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered/sold by The Merchant. Any dispute or claim regarding the goods and/or services must be resolved by the Cardholder with The Merchant directly without any reference to Axis Bank. Additional discount offered by the Bank is solely for promoting usage of Axis Bank Debit and Credit card.
- Images provided in promotions are only for pictorial representation and Axis Bank does not undertake any liability or responsibility for the same.
- Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of The Merchant or any third party and is not intended to create any rights and obligations.
- 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.
- Bank may use the services of agents for sales / marketing of the products. Copy Rights of Axis Bank Limited. All rights are reserved.
- 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 shall not be held liable for any delay or loss that may be caused in delivery of the goods and /or services under the offer.
- The Merchant & Axis Bank retain the right to change or discontinue the Offer at any time during the Promotion Period. The decision of The Merchant & Axis Bank with respect to the Offer shall be final and binding on the customer and any correspondence in this regard will not be entertained.
- The Merchant & Axis Bank reserve 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 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 / Debit Card issued by Axis Bank
- Axis Bank shall not be obliged to make any public announcements to intimate the successful Cardholders about the discount under the offer.
- The offer is not available wherever prohibited and products/ services for which such programs cannot be offered for any reason whatsoever.
- Logos/trademarks used are owned by respective entities. Axis Bank has been authorised to use these logos/trademarks for offer promotion purposes.
- Any person taking the advantage of this offer shall be deemed to have read, understood and accepted these terms and conditions.
- Any dispute relating to the offer or the terms and conditions shall be subject to the jurisdiction of the courts in Mumbai only.

- Merchant Terms & Conditions applicable
- This offer is valid only for existing cardholders of Axis Bank and is not transferable/applicable to any cards issued by any other bank. To be eligible for this offer, customer is required to only use a valid Axis Bank Credit or Debit card to make the qualifying purchase. Purchases made with any other cards, or any other bank credit or debit cards, will not be eligible for this offer
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