

**Terms and Conditions for Samsung Grand 2 and Samsung Neo Cashback Offer on Retail Credit Cards**

**(14<sup>th</sup> March 2014 to 31<sup>st</sup> March 2014)**

**Terms and Conditions for Retail Credit Cards Users**

- The offer is valid on Axis Bank Retail Credit Cards which are active
- Offer: 10% cash back on purchase of Samsung Galaxy Grand 2 or Samsung Galaxy Grand Neo ("Product").
  - Offer valid only on transactions under 'Brand EMI' and applicable as stated in the charge slip
- To participate in the Offer, Customer must purchase a Samsung Galaxy Grand 2 ("Product") or Samsung Galaxy Grand Neo ("Product"), during the Offer Period and request for a 10% cash back on the amount swiped on Axis Bank Credit Card.
- The Customer must provide the required information including but not limited to IMEI no. of the Product, mobile number of the Customer, email id of the Customer, name of the Customer, address of the Customer, dealer name, invoice number of the Product, invoice date. The Customer shall also, upon request from Samsung, be required to provide the copy of the invoice of the Product purchased.
- Cash back will be credited into the customers' Credit Card account on 31<sup>st</sup> May 2014
- The maximum swipe value will be capped at Best Buy prices of the Product, which are Rs.17100 for Grand Neo and Rs.22900 for Grand 2, respectively. Therefore, the maximum cash back amount is Rs.1710 for Grand Neo and Rs.2290 for Grand 2, respectively
- The Cardholder will need to purchase the above mentioned Product using his/her Axis Bank Credit Card in a single invoice of a single instrument
- Subject to these terms, the Customer shall be entitled to get a 10% cash back on the amount swiped on purchase of the Product using Axis Bank Credit Cards.
- Offer valid from 14<sup>th</sup> March 2014 to 31<sup>st</sup> March 2014 (both days inclusive)
- This offer is not valid on Cash Transactions.
- The offer is valid on EMI transactions done using Axis Bank Credit Cards.
- Offer is valid on transactions under 'Brand EMI' option and is applicable only as stated in the charge slip
- For EMI transactions the offer is valid only on 3/6/9/12/18 month EMI tenure with interest rates as applicable
- The Offer is valid on partial card transactions. The Cardholder can make a partial payment of above Rs. 15,000 through Axis Bank Credit Card. Only partial card transactions above Rs. 15,000 will qualify for cash back of 10% of the swipe value. ( e.g. Best Buy : 22900, customer pays Rs.6900 in cash and remaining Rs. 16,000 through Axis Bank Credit Card. Customer will still receive Rs.1600 Cash Back)
- The cash back provided under this Offer can be availed only once on a particular Axis Bank Credit Card.
- The cash back offer is available only on Select Stores. To find a store where offer is applicable, SMS 'EMI <Your PIN Code>' to 56886 (premium charges as applicable).
- All escalations related to this campaign will be valid till 31<sup>st</sup> May 2014.
- The offer is not transferable, non-negotiable and cannot be en-cashed.
- In case the customer processes a refund, the transaction will not be applicable for the cash back

- Incomplete / rejected / invalid / returned /disputed or unauthorized/fraudulent transactions will not be considered for the offer.
- Cardholder/s whose account has been classified as delinquent before or during the currency of the offer will not be eligible for the benefits of the offer. Bank's discretion in this regard shall be final.
- 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 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.
- 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 holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered/sold 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.
- Axis Bank shall not be obliged to make any public announcements to intimate the successful Cardholders about the cash back under the offer.
- 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.
- General Terms and Conditions on Axis Bank Credit Card are applicable.
- Samsung Terms and Conditions are applicable.

**Other Terms & Conditions:**

- Samsung reserves the absolute right to withdraw and/or to alter any of the terms and conditions of the Offer, at any time, without any prior notice.
- The cash back amount is non en-cashable and will be refunded only to Customer's Credit Card.

- Bank shall have the sole discretion to offer and/or continue any other existing promotional offers to the Customers, irrespective of this Offer.
- The Offer shall be void, if prohibited by law. In such a case, Samsung shall not be liable to compensation on any account whatsoever.
- The participation in the Offer is voluntary. Product also available without this Offer. Participation in this Offer constitutes acceptance of these terms and conditions. By participating in this Offer, Customer agrees to receive communication(s) from Samsung and/or its event management company relating to the Offer and Customer unconditionally agrees not to make any claim or raise any complaint against Samsung and/or the event management company in this respect.
- The Product bought under this Offer cannot be returned in lieu of refund. Standard warranty will apply to the Product and any defect during the warranty period shall be repaired as per the applicable warranty.
- Maximum liability of Samsung with respect to the Product
- By participating in the Offer, each Customer represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Offer, the Customers warrant that all information provided by them regarding their name, age, state, city, address, phone number, etc., is true, correct, accurate and complete and hereby consents to the collection, storage, transmission, distribution and processing of such information at such locations in the world as Samsung may deem fit.
- Pictures and images shown in the promotional material for the Offer or on the website are visual representations and the actual Product and their colors, model numbers and/or features may differ.
- No other Offers can be clubbed with this Offer.
- This Offer is only valid on the purchase of brand new Product and is not valid on the sale of second hand, refurbished, category Product etc.
- Samsung shall not be responsible for system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or other technological difficulties or any other force majeure event that may prevent a Customer from participating in the Offer. Further, Samsung will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or entries; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of Samsung; or (e) any printing or typographical errors in any materials associated with the Offer or (f) any delay, damage, non-receipt, lost, or misrouted cash back.
- Samsung is not liable for any consequences of Customer error including (without limitation) costs incurred.
- Samsung shall not be liable for delay in cash back due to any reason whatsoever.
- The cash back amount cannot be exchanged with any product or item, is non-transferable and cannot be exchanged for any card under any circumstances. The decision of Samsung in respect of the amount shall be final and no dispute shall be entertained in this regard. Samsung shall not be liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss. Standard manufacturer's warranty, if any, shall be applicable for the Product.
- Any and all applicable taxes as may be applicable from time to time in relation to the Offer or acceptance of the cash back shall be solely borne by the Customer. Samsung or its associates companies shall not in any manner be liable or responsible for the same.
- All cash back requests are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by Samsung and/or to complete compliance

with these terms and conditions; Samsung reserves the right to verify the Customer's and/or Product's details either on its own or through its authorized agency / person and the Customer shall provide all necessary assistance in such verification. In exercising this right, the Customer may be required to provide any documentary or other form of evidence, and if evidence does not establish the same then Samsung, in its sole discretion, will have the right to disqualify the Customer.

- Customers must, at Samsung's request and free of any charge, participate in any promotional activity (such as publicity and photography) surrounding the receiving of the Offer, and Customer consents to Samsung using their name and image in any promotional material.
- In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Offer, these Terms and Conditions shall prevail over all such other instructions, rules and conditions.
- Nothing herein, shall be construed as conferring any license or other rights under the intellectual property or other proprietary rights of Samsung or its related companies or any third party, whether by estoppels, implication or otherwise and all such rights shall remain the sole and exclusive property of Samsung and/or its related companies.
- Samsung reserves the absolute right to amend the terms and conditions of the Offer or extend the Offer Period or cancel or discontinue the Offer or any part thereof without giving any reasons or prior notice.
- Offer shall be void in any state where prohibited by law. In such case, Samsung shall not be liable to provide any cash-back or compensation to the Customers on any account.
- Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.
- The Customer hereby agrees to indemnify and keep Samsung, its associated companies and their respective directors, officers, employees, contractors and agents, indemnified against any and all losses, claims (including but not limited to third party claims), injuries, costs, fees, fines, penalties, taxes, charges and any other liability arising out of any act of omission, commission, fraud or misconduct by the Customer.
- By entering the Offer, the Customer agrees that Samsung shall not be liable for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Offer or with the acceptance, possession, or cash-back.
- Decision of Samsung in relation to the Offer and matter incidental thereto shall be final and binding on the Customer. Dispute if any respect of the Offer should be sent in writing to Samsung India Electronics Private Limited, 2nd, 3rd & 4th Floor, Tower-C, Vipul Tech Square, Sector 43, Golf Course Road, Gurgaon-122002, Haryana, India. The existence of dispute, if any, shall not constitute a claim against Samsung. Any and all disputes, controversies and conflicts ("Disputes") arising out of the Offer shall be referred to a sole Arbitrator to be appointed by the director of Samsung in accordance with the Arbitration and the Conciliation Act, 1996. The place of arbitration shall be New Delhi and the language used in arbitral proceeding shall be English. Subject to the dispute resolution procedure as set out here in above, the courts at New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer. This Offer shall be governed by the laws of India.