

## **Terms and Conditions - Flipkart Offer(23<sup>rd</sup> – 25<sup>th</sup> March 2015)**

- The offer is valid from 23<sup>rd</sup> March, 2015 (00:00 hrs.) to 25<sup>th</sup> March, 2015 (23:59 hrs.), inclusive of both dates (Offer Period).
- The offer is valid ONLY on Flipkart Mobile Application.
- Under the offer all Axis Bank Debit and Credit Card holders are eligible to get an additional discount of 10%.
- Maximum discount amount per card is Rs. 2000.
- No minimum transaction amount.
- The offer is ALSO applicable on EMI transactions done using an Axis Bank Credit card.
- The offer is applicable for purchases made from ALL SELLERS on Flipkart.
- An instant discount will be awarded to Axis Debit and Credit cardholders at the time of making the payment as per the offer, which is valid on payment made through Flipkart Mobile Application.
- Offer will be applicable on all transactions and on all products except Redmi 2, Samsung Galaxy S6 & S6 edge sold on the Flipkart mobile application.
- Any add-on Axis Bank card will be treated as a separate card.
- The discount will be calculated on the final cart amount only.
- The offer is not applicable for cash on delivery transaction.
- The offer will not be applicable on Gift Wrap or premium delivery charges.
- **The offer is NOT applicable on Redmi 2, Samsung Galaxy S6 & S6 edge.**
- The offer is not applicable on Axis Bank Corporate cards.
- Axis Bank cardholder will have to make the payment with their Axis Bank cards only to avail this Offer.
- No discount will be applicable in case of partial payments. In case, for any transaction if a customer uses Flipkart EGV or Wallet no discount will be applied under the above offer.

### **Other Terms & Conditions**

- Axis Bank does not make any warranties or representation of the quality, merchantability, suitability or availability of the products or services included in this Offer. The sellers on Flipkart.com shall be responsible for the products purchased by a customer. Neither Axis Bank nor any of its subsidiaries assumes any responsibility for the service offered by Flipkart & its sellers.
- Axis Bank holds no warranty or makes no representation about the quality offered by the sellers on Flipkart. Any dispute or claim regarding the services must be resolved by the Customers with Flipkart or its sellers, directly without any reference to Axis Bank. Axis Bank shall not entertain any such disputes even if, the customer approaches for resolution of the same.
- The participation is voluntary and any purchase on the Flipkart mobile Application using Axis Bank card shall be deemed as acceptance of the terms and conditions mentioned herein.

- In the event orders are cancelled, the corresponding value will be deducted from the paid amount while checking eligibility of Discount.
- Axis Bank holds the exclusive right at its sole discretion to refuse or deny the Offer to any Cardholder. The Cardholder shall become ineligible to participate in this Offer if his/her card is cancelled before the expiry of /during the Offer Period. Axis Bank reserves the right to disqualify any Customer from the benefits of the campaign/offer, if any fraudulent activity is identified as being carried out by the Customer for the purpose of availing the benefits under the campaign/offer or otherwise by use of the service.
- Any taxes or liabilities or charges payable to the Government or any other authority or body, if any, shall be borne directly by Cardholder and/or billed to the account of the Cardholder.
- This Offer may be withdrawn or extended at any time at the sole discretion of Axis Bank & Flipkart.
- The Offer is not valid for purchase of Flipkart gift vouchers.
- Axis Bank is not making any commitment to make such similar offers beyond the Offer Period.
- All other terms and conditions of the Cardholder agreement shall continue to apply.
- Axis Bank & Flipkart reserves its absolute right at any time to add, alter, withdraw, modify or change or vary any or all the terms and conditions of the Offer at its sole discretion and the same shall be binding on the Cardholder at all times. Axis Bank & Flipkart also reserves the right to discontinue the Offer without assigning any reasons or without any prior intimation whatsoever to the Customers. In case of any dispute, Axis Bank's decision shall be binding on all Customers.
- The Offer shall be subject to usual force majeure events and on occurrence of such event, the Offer may be withdrawn at the discretion of Axis Bank.
- Any disputes shall be subject to the exclusive jurisdiction of the Courts in Mumbai only.
- Nothing expressed or implied in the program shall in any way waive or amend any of the applicable terms and conditions on Flipkart.com. Any disputes arising out of and in connection with this program shall be subject to the exclusive jurisdiction of the courts in Mumbai only.
- Pictures of products shown in the communication sent to the customer either through mailers or advertised on Flipkart website, are for representative purpose only and may not bear a resemblance to the actual products sold by the relevant sellers. Flipkart Internet Pvt. Ltd. shall under no circumstances be responsible towards the same.
- Products offered under this program are subject to availability from the respective sellers of Flipkart Internet Pvt. Ltd. and in no circumstances Flipkart Internet Pvt. Ltd. shall be liable for non-availability of any of the products.
- Under no circumstance will the offer/discount being offered under this Program be settled in cash.
- All government Levies like Sales Tax, TDS, any Local Tax, Octroi etc., shall be payable by the Cardholder as applicable at the time the respective Programs were offered.
- Any disputes arising out of the Offer shall be subject to arbitration by a sole arbitrator appointed by both the Parties with mutual consultations for this purpose. The proceedings of the arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Mumbai and language of arbitration shall be English.
- Customers are not bound in any way to participate in the discount Program. Any such participation is voluntary and the same is being made purely on a best effort basis.

- Any query regarding the program will be entertained until 26<sup>th</sup> April, 2015. Post such date, Flipkart Internet Pvt. Ltd. will not entertain any correspondence or communication regarding this Program from any persons
- All liability with respect to the products purchased lies with the respective seller and Flipkart Internet Pvt. Ltd. nor the Bank Shall be in no way responsible for the same