

### **Terms and Conditions for Flipkart Realme X7 Launch Sale on Axis Bank Credit & Debit Cards**

#### **Validity:**

- 12th February 2021

#### **Offer details:**

- 10% Instant Discount with Axis Bank Credit Cards, Debit Cards and EMI Transactions
- Minimum Transaction Value : INR 13000
- Maximum Discount: INR 1500

#### **Offer Applicability**

- Please check if the offer is listed on the product page, before making a purchase
- Applicable on all Retail Axis Bank Credit and Debit Cards
- Not applicable on Corporate/Business Cards

### **FREQUENTLY ASKED QUESTIONS**

#### **What is the offer?**

\*10% Instant Discount with Axis Bank Credit Cards, Debit Cards and EMI Transactions.

#### **What is the offer duration?**

\*12th February 2021, 12:00 Hrs. to 12th February 2021, 23:59 Hrs.

#### **What other conditions should apply to avail the offer?**

\*Minimum Transaction Value : INR 13000

\*Maximum Discount Amount : INR 1500

\*In the event the customer returns any/all products in the order placed during the Offer Period, thereby not maintaining the minimum purchase value, as required to avail the Offer, he/she shall not be eligible for the Offer. Accordingly, the amount availed as a discount under the Offer shall stand deducted from any refund(s) processed for the returned product(s).

#### **How do I check if a product is eligible?**

\*Offer is applicable only on Realme X7 mobile. Please check if the offer is listed on the product page, before making a purchase.

#### **Is the offer applicable on all Axis Bank Transactions?**

\*This Offer is applicable on all Axis Credit Cards, Debit Cards and EMI transactions except for transactions made using Axis Bank Corporate or Commercial cards.

\*For Debit Card EMI the offer will only be applicable to the pre eligible base of Debit Card EMI customers.

\*Offer is NOT applicable on transactions made through Internet Banking.

#### **Will I get the offer if I pay using an Axis Bank Credit or Debit Card via PhonePe?**

\*No, offer will not apply on payments made from Axis Bank Credit and Debit Cards via PhonePe payment option

#### **Will I get the offer if I pay through Flipkart Gift Card partially?**

\*Yes, you can avail the offer. In this case, the offer will only apply on the amount paid through Axis Bank Credit or Debit Cards against the eligible product(s). Also, the final amount to be paid through Axis Bank Credit or Debit Cards should be equal to or more than INR 13000

#### **How many times can this offer be availed?**

\*The offer is applicable on multiple transactions. However, max discount per Axis Bank Credit and Debit card will be INR 1500

### **TERMS AND CONDITIONS**

#### **Preliminary**

1. This offer ("Offer") is co-sponsored by Axis Bank and Flipkart Advanz Private Limited ("Flipkart Advanz") on [www.flipkart.com](http://www.flipkart.com), Flipkart mobile app and Flipkart mobile site (collectively referred to as "Platform"), which Platform is owned and operated by Flipkart Internet Private Limited (Flipkart, We or Our). It is open to all residents of India holding a valid and current Axis Bank Credit & Debit Card ("Cardholder/You/Your" and "Card").
2. By participating in the Offer (defined below), Cardholder agree to be bound by:
3. these terms and conditions ("T&C");
4. the Terms of Use, Privacy Policy and other relevant documentation including any modifications, alterations or updates thereof, that are published on the Platform; and
5. All applicable terms and conditions of the Axis Bank.

#### **Offer Details**

1. The Offer is valid from 12th February 2021, 12:00 Hrs. to 12th February 2021, 23:59 Hrs.
2. Under this Offer, Cardholders will get 10% Instant Discount per card, on the purchase of Realme X7
3. The Offer will be applied to the Net Cart Value (NCV). The minimum NCV to avail this Offer is INR 13000.
4. NCV shall mean the total value of only the eligible product/s in the cart after all applicable discounts and exchange offer redemptions.
5. Cardholders can avail up to a maximum discount of INR 1500 per Axis Bank Debit and Credit Card during the Offer Period.

#### **Other Terms and Conditions**

1. All Cardholders, excluding Axis Bank Corporate Credit Card, with no outstanding of more than 30 days are eligible for this Offer.
2. This Offer is NOT applicable on transactions made through Internet Banking/ Phone Pe payment option.
3. The Offer is not applicable for Card-on-delivery transactions or orders converted from Cash On Delivery to Prepaid.
4. In case of cancellation of Your order, the transaction will not qualify for the Offer. If you cancel part of Your order, you will qualify for the Offer only on the net amount You pay basis eligibility.

5. Axis Bank/Flipkart/Flipkart Advanz reserves the right to disqualify the Cardholder(s) from the benefits of the Offer, if any fraudulent activity is identified as being carried out for availing the benefits under the said Offer or otherwise by use of the Card.
6. Any person availing this Offer shall be deemed to have accepted these terms and conditions.
7. Axis Bank, Flipkart Advanz and Flipkart reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary these terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this Offer or not, or to extend or withdraw it altogether.
8. Delinquent and over-limit Card and Cardholders will not qualify for this Offer.
9. Cardholders are not bound in any way to participate in this Offer. Any participation is voluntary, and the Offer is being made purely on a best effort basis.
10. Nothing herein amounts to a commitment by Axis Bank/Flipkart Advanz to conduct further, similar or other offers.
11. The above Offer is by way of a special offer for Axis Bank Credit & Debit Cards holders only and nothing contained herein shall prejudice or affect the terms and conditions of the card member agreement. The terms of the above schemes shall be in addition to and not in derogation of the terms contained in the card member agreement.
12. You understand that Flipkart may share Your transactional data with the Axis Bank and Flipkart Advanz for purposes of this Offer and for checking Your eligibility for their products and services and by participating in this Offer, You expressly consent to this sharing of Your data for these purposes.
13. Any query regarding the Offer will be entertained only till 23rd February 2021. Post such date, Axis Bank, Flipkart Advanz and Flipkart will not entertain any correspondence or communication regarding this Offer from any persons.
14. Axis Bank/Flipkart/Flipkart Advanz do not endorse any of the products or brands being offered under the Offer and will not accept any liability pertaining to the quality, merchantability, fitness, delivery or after sales service of such products which shall be at the sole liability to sellers on the Platform.
15. All the existing offers, gifts, discounts etc. that are being offered can be availed by the Cardholders as part of this exclusive offer as mentioned in the communication.
16. Pictures of products shown in the communication sent to the customer either through mailers or advertised on the website, are representative only and may not bear a resemblance to the actual products. None of the parties shall under any circumstances be responsible towards the same.
17. Products offered under this Offer are subject to availability from the respective participating merchants/sellers on the Platform and accordingly the Axis Bank, Flipkart Advanz or Flipkart in no circumstances shall be liable for non-availability of any of the products.
18. Under no circumstance will the Offer/discount being offered under this Offer be settled with cash in lieu by Axis Bank or by Flipkart or by Flipkart Advanz.
19. Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer
20. Axis Bank and Flipkart Advanz will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by seller(s) on products/services made available by it and the same shall be at the sole risk and consequences of such seller(s) and without reference to Axis Bank and Flipkart Advanz.
21. Flipkart, Flipkart Advanz or the seller(s) shall not be liable for any failure by the Axis Bank to honor the transaction and for any technical issues attributable to the Axis Bank because of which the transaction made by the Cardholder was not successful. Axis Bank shall indemnify and hold Flipkart Advanz, Flipkart and seller harmless against any claims by the Cardholder for unsuccessful completion of the transaction. Further, Axis

Bank shall solely be liable to the Cardholder for wrongful remittance of the amounts by it, without any reference to Flipkart or Flipkart Advanz or sellers.

22. By participating in this Offer you agree to be bound by these terms and conditions of the Offer, standard terms and conditions, terms of use, privacy policy (as amended from time to time) of the Platform, any other documents as may be applicable while using the Platform and the terms and conditions of respective seller shall be applicable on the Cardholder.
23. The Cardholder shall indemnify and hold Flipkart, Flipkart Advanz, Axis Bank and/ or seller(s) harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorneys fee) that may be suffered by Flipkart, Axis Bank and/ or seller as a consequence of (i) violation of these terms and conditions, of the terms of user agreement, privacy policy (subject to change) published on the Platform, by Cardholder; (ii) violation of applicable laws by Cardholder; and (iii) any action or inaction resulting in willful misconduct or negligence on the part of the Cardholder.
24. 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 Offer.
25. This Offer shall be subject to all applicable laws, rules and regulations which are in existence and which may be promulgated anytime by any statutory authority.
26. Any disputes arising out of the Offer shall be subject to arbitration by a sole arbitrator to be jointly appointed by Axis Bank and Flipkart Advanz 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 for Axis Bank and the language of arbitration shall be English. The existence of a dispute, if any, shall not constitute a claim against Axis Bank.
27. All liability with respect to the products purchased lies with the respective sellers and neither Flipkart Advanz nor Axis Bank shall be in any way responsible for the same.
28. This Offer is valid only in India. The minimum age of such Cardholder shall be 18 years.
29. Further, as required by applicable law, in the event that the Cardholder makes a purchase of an amount equal to or above Rs. 2,00,000, the Cardholder will be required to upload a scanned copy of his/her PAN card on the Platform, within 4 days of making the purchase, failing which, the purchase made by the Cardholder will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted once by the Cardholder, it need not be submitted again. The order of the Cardholder will be cancelled if there is a discrepancy between the name of the Cardholder and the name on the PAN Card.
30. This document is an electronic record in terms of Information Technology Act, 2000, and the Rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures
31. Disclaimer : In the event the Flipkart App is downloaded from Apple's App Store, note that Apple's App Store is only an app downloading platform and in no way, shape or form, Apple is responsible/involved for any contest/offer being run on the Flipkart App.

### **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.
- All Customer Queries/dispute on the offer should be raised during the offer period or within 90 days after expiry of the promotion period. For any disputes, the customer needs to furnish a scanned copy of invoice for the case to be taken for further investigation.
- 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 and Merchant 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 and Merchant'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.
- Pictures of products shown in the communication sent to the customer either through mailers or advertised on the website, are representative only and may not bear a resemblance to the actual products. None of the parties shall under any circumstances be responsible towards 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 and Merchant 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 and Merchant 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