

**Terms and Conditions for NRI Debit Card Top Spender Campaign
(13th June'15 to 31st August'15)**

1. DEFINITIONS

For the purposes of these terms and conditions ("Terms"):

- "Card" shall mean such variants of Axis Bank Debit Card, which have been issued by Axis Bank Limited and are valid and subsisting during the Program Period.
- "Card Holder/s" shall mean such NRI customer/s who are Axis Bank's NRI Account customers; and to whom a Card has been issued by Axis Bank Limited and who is authorized to hold the Card
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.
- "Program Period" shall mean the period commencing from July 13, 2015 to August 31, 2015 (both days inclusive) starting from 12.00 AM on July 13, 2015 to 11.59 PM on August 31, 2015
- "Facilities" shall mean highest retail or online spends on Card during each block of 24 hour time period (1 day) and 50 days (Program Period). Facilities will exclude Cash withdrawals at ATMs and banks branches, Void Transactions and Reversals done on the Card during the Program Period.
- "Program" shall mean the Gifts offer to the Cardholder for availing the Facilities of Axis Bank during the Program Period subject to terms and conditions
- "Gift" shall mean an Apple iPad Mini 3 (Wifi - Space Gray). All Card Holders shall be eligible to participate in the program. However, the Gift will be given to the primary Card holder of the winner Card account.
- "Void Transaction" shall mean any transaction wherein the transaction made by using the Card has been cancelled by the Merchant Establishment prior to settlement with AXIS Bank.
- "Day" shall mean each block of 24 hour time period starting from 12.00 AM and ending at 11.59 PM during the Program Period as per Indian Standard Time

2. OFFERS

- The Program is valid for the NRI Debit Card Holder/s of Axis Bank and shall be valid and subsisting during the Program Period, unless otherwise notified by Axis Bank. The Card Holder/s shall be required to carry out a minimum cumulative spends of Rs. 10,000 in the Program Period in order to be eligible for the offer.
- The Offer constructions will be as follows
 - Top spender (One each day) amongst all eligible Card Holders during the Program Period shall be eligible for the Gift. Top Spender will be the Card Holder who does the maximum total spends inclusive of all eligible transactions done on the Card during Program Period.
 - In case of a tie between two or more Card Holders who have done the highest spends in a Day, the Card Holder who is first to finish doing the transaction(s) during that Day will be eligible for the Gift. E.g. If customer "A" & customer "B" both have spent a total of INR 1,75,000 which is highest spend for that Day between 12.00 AM to 11.59 PM, where Card Holder "A" completed the transaction(s) at 11.00 AM & Card Holder "B" does it on the same Day, at 5.00 PM. then Card Holder "A" will become eligible for the Gift.
 - One Card Holder is eligible to get only one Gift during the Program Period.
 - The winners of the Gift shall be intimated through either email, SMS or phone call on their registered email address and mobile number respectively.
 - The winners shall be announced on 60th day after the end of the Program Period.
 - The Gift will be sent to the customers within 90 days of the end of the Program Period.

- The Program is applicable to Axis Bank NRI Debit Card Holders and the Gift can be won only once by the Card holder during the Program Period.
- The Card Holders who are the winners of the Gift will have to pay a gift tax on the product invoice value at the rate prevailing as per the extant rules of the Income Tax Department. The onus of paying the gift tax to the Income Tax Department will rest solely with the Card Holder.
- Online Purchases through Axis Bank's Internet Banking channel shall not be eligible for this Program.
- AXIS Bank shall, with the help of the authorized vendor, attempt to contact the Card Holder to inform about this Gift won by him on his registered mobile number and send an email at his registered email address as per AXIS Bank records. If AXIS Bank is unable to get any confirmation from the Card Holder after calling 6 times in a period of 15 days, or reply on email sent after sending an email to registered Email Id and 2 reminders on the email sent, the winner will be considered to be void and the Gift shall stand forfeited. Under no circumstances will the winner be given the Gift if the winner does claim the same within 120 days of the Program end date.
- AXIS Bank shall, with the help of the authorized vendor, attempt to have the Gift delivered at the India address as confirmed by the Card Holder. If the Gift is undelivered, AXIS Bank shall, at its sole discretion, attempt to have the same delivered two more times. If the Gift is still undelivered, AXIS Bank shall hold the same till 60 days, within which the Card Holder should contact AXIS Bank to avail the same. After the termination of this time period, AXIS Bank shall be under no obligation to entertain any requests or claims for the Item. For the delivery of the Gift to the eligible Card Holder, the Card Holder understands and permits that AXIS Bank shall share the Card Holders details like name, address, phone number etc. with the authorized vendor for delivery of the same.
- This offer is non-transferable to any other person.
- The Gift is not the product and service of Axis Bank and therefore, Axis Bank shall not in any way be deemed to be making any representation or warranty whatsoever in connection with the Gift including the quality of products/services thereof) and shall not be responsible in any way whatsoever for the same. The Gift is being provided exclusively by alliance Partner and Axis Bank will not be responsible for any claims/damages of the eligible Participant in case of deficiencies in Gift or the services of alliance Partner.
- Any Gift that is damaged in transit is to be notified within 3 business days to Axis Bank and replacement will be processed in 30 business days from the time of outcome on best effort basis subject to applicable terms.

3. **Other Terms and Conditions**

- One Card Holder is eligible to get only one Gift during the Promotion Period and the same will be applicable at a Customer ID level.
- All Employees of Axis Bank Limited will not be eligible for this offer.
- If the Card Holder/s ceases to be the Card Holder/s at any time during the Program period, or before dispatch of the Gift, all the benefits under the Program shall lapse and shall not be available to the Card Holder/s.
- All disputes are subject to the exclusive jurisdiction of the competent courts of Mumbai. In all matters relating to the Program, the decision of Axis Bank shall be final and binding in all respects.
- All communication / notices with regard to this Program should be addressed to "AXIS Bank Limited. In all matters relating to the Program, the decision of AXIS Bank shall be final and binding in all respects.

- These Terms shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Card of Axis Bank. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions.
- AXIS Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the Merchant Establishments. Any dispute or claim regarding the goods and services must be resolved by the Card Holder/s with the Merchant Establishment directly without any reference to AXIS Bank. The existence of a dispute, if any, regarding the Product/s shall not constitute a claim against 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 of Alliance Partner availed of by the Card Holder/s under the Program.
- AXIS Bank reserves the right to modify/ change all or any of the terms applicable to the Program without assigning any reasons or without any prior intimation whatsoever. AXIS Bank also reserves the right to discontinue the Program without assigning any reasons or without any prior intimation whatsoever.
- AXIS Bank reserves the right to disqualify/ exclude any Merchant Establishment or Card Holder/s from the Program if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program 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 Program shall be borne solely by the Card Holder/s and AXIS Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues. AXIS Bank shall be entitled to deduct or set off the amounts of taxes, etc., if any, mentioned above from all amounts payable by AXIS Bank to the Card Holder/s and balance amount, if any, of Cash Back will be paid to the Card Holder/s / credited to the account of the Card Holder/s.
- The Program is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.
- AXIS Bank shall not be held liable for any delay or loss that may be caused in delivery of the Gift.
- In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of AXIS Bank.
- AXIS Bank will publish the results of the winners on their web site by 31st October 2015 and send the Gift to the eligible Card Holders by 31st October 2015.
- This Program is subject to applicable law and regulations and 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 Program 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 Offer cannot be continued without total compliance of the prevailing law at any point of time, this Program shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Program comes into force.
- The Program is not available wherever prohibited and / or on merchandise / products / services for which such Programs cannot be offered for any reason whatsoever.