

Terms and Conditions – Top Spender campaign (13th Oct'15 to 15th Nov'15)

1. DEFINITIONS

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

- "Card" shall mean such variants of Axis Bank Debit Card or Credit Card, which have been issued by Axis Bank and are valid and subsisting during the Program Period, except for AXIS Bank Corporate Credit Cards.
- "Card Holder/s" shall mean such customer/s who are Axis Bank's customers; and to whom a Card has been issued 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 October 13, 2015 to November 15, 2015 (both days inclusive) starting from 12.00 AM on October 13, 2015 to 11.59 PM on November 15, 2015
- "Facilities" shall mean highest retail or online spends on Card during each block of 24 hour time period (1 day) and 34 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.
- "Gifts" shall mean (a) the Apple I-Phone 6, 16 GB storage space, 4.7" touchscreen, hereinafter referred as ' "Apple I-phone 6" or (b) Yatra.com Travel vouchers worth Rs 5000/- (2 vouchers of Rs 2500/- each will be sent to the customer, both the vouchers cannot be used for a single transaction) offered by AXIS Bank or its alliance partners to the winners. All Card Holders shall be eligible to participate in the program. However, the Gifts 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

- This Program is valid only for the Debit Card Holder/s and Credit Card Holders of Axis Bank except Axis Bank Corporate Credit Card 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
 - **Offer 1:** Top spender of the day amongst all eligible Card Holders during the Program Period shall be eligible for an Apple I-Phone 6. Top Spender of the day will be considered as the Card Holder who does the maximum total spends inclusive of all eligible transactions done on the card during that day of the program period.
 - **Offer 2:** Next 50 Top spenders every Day, after removing the Top spender for the day, amongst all eligible Card Holders during the Program Period shall be eligible for the Yatra.com Travel Voucher worth Rs 5000/-. Next 50 Top Spenders every day will be the card holders who does the maximum total spends inclusive of all eligible transactions done on the card during that Day but lesser than the Top Spender of the day.
 - 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 Apple I-Phone 6. 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 Apple I-Phone 6. The same rule will be applicable for the next 50 Top spenders of the day.
 - One Card Holder is eligible to get only one Gift during the Program Period same will be applicable at a Cust ID level.
 - The following transactions will not be considered for this program:
 - Cash Withdrawal at POS, ATMs & banks, Fuel transactions, Void Transactions, Gambling, Purchases of shares & mutual funds, institutional investments, Business related transactions. Transaction done by merchant on their own terminal/s.

- The winners of the Gift/s shall be intimated through email, SMS, ATM or phone call on their registered email address and mobile number respectively. The winner list shall also be displayed on AXIS Bank website.
- The winners shall be announced on 60th day after the end of the Program Period i.e. 15th January 2016 on a best effort basis. The timeline provided for announcing the winners is only indicative of expected period and may differ from actual date of announcement. Please reach out to Axis Bank helpline number mentioned at the back of your Credit/Debit Card for any further details.
- AXIS Bank will publish the results of the winners on their website and send the Gifts to the eligible Card Holders by 28th February 2016 which is within 120 days from the date of termination of the Program Period on best effort basis.
- The Apple I-Phone 6 will be sent to the customers within 120 days of the end of the Program Period.
- The Program is applicable to Axis Bank Debit and Credit Card Holders (except Corporate Credit Card holders). A Card holder will be able to win only one daily prize during the program period.
- The Card Holders who are the winners of the any of the two gifts 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 customer 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 Apple I-Phone 6 delivered at the registered mailing address of the Card Holder. If the Apple I-Phone 6 is undelivered, AXIS Bank shall, at its sole discretion, attempt to have the same delivered two more times. If the Apple I-Phone 6 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 Apple I-Phone 6 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.
- AXIS Bank shall, with the help of the authorized vendor, attempt to have the Yatra.com Voucher/s delivered at Card holder's mobile number and email id registered with the bank. If the mobile number and/or email ID of the customer is not registered with the bank, in such a case, customer needs to register his/her mobile number and/or email ID with the bank. Once the same is registered, Axis Bank shall, with the help of the authorized vendor, attempt to have the Yatra.com Voucher/s delivered within 30 days of such updation. In case, customer do not update his/her mobile number and/email ID, AXIS Bank shall hold the Yatra.com vouchers till 60 days post declaration of winner, 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 Yatra.com Vouchers 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
- Standard warranty terms and conditions of Apple I-Phone 6 & Yatra.com Travel voucher will be applicable
- Pictures in the communication are representative and actual Gift may differ.
- The Gifts are 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 Gifts are 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 Gifts 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

- 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.
- If the Card Holder/s becomes delinquent at any time during the Program period or before dispatch of 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.
- For NRI Card Holders, the Apple I-Phone 6 will not be dispatched to the registered address if registered address is outside India. In such case, the same will either be delivered to any branch of AXIS Bank located in India. The Card Holder or Power of Attorney holder of Card Holder can pick up the same from the Branch
- This Offer 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 Offer 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 Offer shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Offer 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