

Terms and Conditions for the Flipkart Power Packed Festival on Axis Bank Credit and Debit Cards**(December 2015)****Terms and Conditions:**

- **Offer – Additional 10% discount on Axis Bank Debit & Credit Cards on a single minimum purchase of Rs 4,999**
- **Maximum discount offered will be Rs 2,000 per Card. Add-on Cards will be treated as separate Cards**
- **The Offer is applicable only on the Flipkart Mobile Application**
- An instant discount will be awarded to Axis Bank Debit and Credit card holders at the time of making the payment as per the offer
- The offer is also applicable on EMI transactions done using Axis Bank Credit Card
- The discount will be calculated on the final cart amount
- The offer is not applicable for cash on delivery transaction
- The offer will not be applicable on Gift Wrap or premium delivery charges
- 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
- 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 Flipkart's platform 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
- 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
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- 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 and Axis Bank 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 and Axis Bank 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 Levis 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 8th January, 2016. Post such date, Flipkart Internet Pvt. Ltd and Axis Bank 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 Axis Bank shall be in no way responsible for the same
- 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 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.
- Credit 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
- 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.
- Flipkart & Axis Bank retains the right to change or discontinue the Offer at any time during the Promotion Period. The decision of Pantaloons & 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.
- 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 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
- The offer is not available wherever prohibited and products/ services for which such programs cannot be offered for any reason whatsoever.
- 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