

## TERMS & CONDITIONS: BAJAJ FINSERV FLASH SALE MAY 14 - MAY 16

### 1. DEFINITIONS:

Following words shall for the purpose of these terms and conditions, be defined to mean as below:

“**BFL**” refers to Bajaj Finance Limited.

“**Customer**” refers to an existing customer of BFL who holds a valid EMI Card.

“**EMI Card**” shall mean the BFL Existing Member Identification Card issued to BFL’s customers.

“**Offer Period**” shall mean the period commencing from 14<sup>th</sup> May 2018 to 16<sup>th</sup> May 2018. The BFL Flash Sale offer timings shall be communicated to the customers through **SMS** and **Emailers**.

“**Platform**” shall refer to the website and/or mobile application owned and operated by **Flipkart Pvt Limited**

“**Promotion**” shall mean the “**BAJAJ FINSERV FLASH SALE**” promotional program offered by BFL for its Customers on the Platform during the Offer Period.

“**Reward**” refers to the reward offered to the Customer(s) under this Promotion.

“**Website**” means BFL’s website at the following URL <https://www.bajajfinserv.in/finance/>

2. To participate in this Promotion and to be eligible to receive a Reward, a Customer should have mandatorily performed all of the following during the Offer Period:
  - i. Customer has to make a purchase at **Flipkart** during the offer period through the link shared by BFL in **SMS** and **Emailers** using Bajaj Finserv EMI card.
  - ii. Customers who receives **FLASH SALE** communication, shall only be eligible to claim the cashback amount.
3. Under this Promotion, every customer who fulfills the criteria specified by BFL, shall be eligible for an assured cashback Reward of **250 cashback over& above Flipkart discount/offer**.
4. This Promotion is available only in selected cities of India and is valid only for Indian citizens. This Promotion is not applicable in places wherever prohibited and / or on rewards / services for which such offers cannot be made available for any reason whatsoever. For the avoidance of doubt, it is hereby clarified that this Promotion is not applicable to the Customers in the state of Tamil Nadu.
5. The Promotion and the Rewards are available at the sole discretion of BFL and subject to changes as deemed fit by BFL, without any prior notice.
6. A customer can qualify only once for the Promotion during such Offer Period. For the avoidance of doubt, it is hereby clarified that a customer will be eligible for only one Reward during the Offer Period. In the event a customer performs multiple loan transactions under the Promotion during the Offer Period, the first eligible loan transaction (as per Indian Standard Time) shall be considered and the cashback will be provided only on such loan transaction.
7. Participating in this Promotion is voluntary and the Customer is not bound to participate in this Promotion. There is no compensation for non-participation in the Promotion under any circumstances whatsoever.

8. The Customer shall receive their Reward in Mobiwkik Wallet within 45days after the successful payment of the first equated monthly instalment (EMI), payable to BFL for the loan availed under the Promotion.
9. In case of default or delay in the payment of the first EMI or cancellation/refund of the qualifying loan transaction, the Customer shall not receive the Reward under the Promotion.  
Where the Customer has provided any incorrect information at the time of registration for the Promotion and/or at the time of collecting his/her Reward, then his/her selection is subject to cancellation without notice, at the sole discretion of BFL
10. All applicable taxes, fees and levies (excluding 'gift' tax or tax deducted at source, where applicable) will need to be solely paid by the Customer(s).
11. The tax deducted at source in respect of the Reward, where applicable, shall be paid by BFL.
12. This Promotion is a special offer for BFL Customers only and nothing contained herein shall prejudice or affect the terms and conditions of the EMI Card and/or Customer loan agreements. These terms and conditions shall be in addition to and not in derogation to the terms and conditions prescribed by BFL for the loan and/or EMI Card.
13. Notwithstanding anything contained in the Promotion or these terms and conditions, any images, representations etc. and all intellectual property rights pertaining thereto which belong to any third party, shall continue to vest with such party and by using such images, representations etc., BFL in no way claims any right whatsoever relating to such intellectual property.
14. Nothing herein amounts as a commitment by BFL to provide further or similar schemes or offers.
15. BFL is not an issuer/provider of the products purchased/services availed by the Customer on the Platform under this Promotion. Accordingly, BFL shall not be responsible for the quality or any assurances and/or representations made in relation to such products/services provided by third parties on the Platform.
16. Notwithstanding anything herein, BFL shall not at any time be responsible or held liable for any loss, injury, damage or harm suffered by or in connection with, the products/services provided by third parties on the Platform.
17. Disputes, if any, regarding the products purchased or services availed by the Customer on the Platform and under this Promotion must be addressed in writing by the Customers directly to Flipkart and BFL shall not entertain any communications in this regard.
18. BFL's decision on all matters relating to the Promotion will be at its absolute discretion and will be final and binding on all participants.
19. BFL reserves the right to revise these terms and conditions, modify or withdraw this Promotion at any time without prior notice or reason. These terms and conditions prevail over the contents of any brochure or other promotional material advertising the Promotion.
20. BFL, its group entities/ affiliates or their respective directors, officers, employees, agents, vendors, etc., shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered by a Customer, directly or indirectly, including for reasons arising out of use or non-use of the products or any other services provided on the Platform or redemption of the Reward or participation under this Promotion.
21. BFL shall not be liable for termination or delay of the Promotion or the Rewards forming part of the Promotion due to any force majeure event and will not be liable for any consequences owing to the same.

22. The Promotion is not transferable and non-negotiable.
23. These terms and conditions shall be governed by the laws of India. All disputes if any arising out of or in conjunction with or as a result of this Promotion or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts in Pune only. The existence of a dispute, if any, shall not constitute a claim against BFL.
24. This Promotion is subject to laws, rules and regulations as may be applicable in any jurisdiction in India, from time to time, and accordingly in places where not permissible shall be deemed as not applicable.
25. The Customers agree to be bound by the terms and conditions contained herein. Without a Customer being required to do any further act, the Customers shall be deemed to have read, understood and unconditionally accepted the terms and conditions herein.