

TERMS & CONDITIONS: “ARU Birthday Promo 2020”

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**” means an Indian citizen who avails a loan from BFL during the Offer Period and who has a valid EMI Card.

“**EMI Card**” means the existing member identification card issued by BFL

“**Offer Period**” shall mean the period commencing from 1st November,2020 at 9:00 am to 31st March,2021 till 12:00pm.

“**Participating Store(s)**” shall mean such retail store(s) or dealer outlets which are empaneled with BFL and which are participating in this Promotion

“**Promotion**” shall mean the “ARU Birthday Promo 2020” promotional program offered by BFL for its Prospect Customers during the Offer Period.

“**Products**” shall mean the products purchased from Participating Stores using BFL’s finance facility.

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

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

“**Wallet Application**” shall mean the mobile application on which the Customer receives a notification regarding this Promotion.

2. This Promotion is valid for only such Customers:

- i. Who have received a notification from BFL regarding the Promotion through the Wallet Application and who opt in for participating by clicking on the notification.
- ii. Who mandatorily avail a loan from BFL for purchasing the Product from the Participating Store(s) within 30 days from the date on which notification was sent on the Wallet Application.

3. Under this Promotion, every Customer who fulfills the criteria specified by BFL, shall be eligible for voucher Reward as detailed below:

“Rs500 Mobile Recharge on Wallet Voucher +Rs 500 Cashback

4. The usage of Rewards shall be governed by the applicable terms and conditions governing the Reward which will be in addition to these terms and conditions.
5. 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 is eligible for only one Reward during the Offer Period.
6. This Promotion is available only in select cities of India and is valid only for Indian citizens. This Promotion is not applicable in places wherever prohibited and / or on gifts / services for which such offers cannot be made available for any reason whatsoever. For avoidance of doubt, this promotion is not applicable in the State of Tamil Nadu.

7. 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.
8. 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.
9. This Promotion cannot be combined with any other offer/discount/promotion of BFL.
10. Notwithstanding anything contained in the Promotion thereunder or these terms and conditions, any images, representations, content 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.
11. . The Reward shall be given to the Customer via SMS on the registered mobile number available with BFL and within sixty days from the date of the aforesaid disbursement of the loan amount, provided successful repayment of first equated monthly installment.
12. 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).
13. The tax deducted at source in respect of the Reward, where applicable, shall be paid by BFL.
14. 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.
15. This Promotion is a special offer for BFL Customers only and nothing contained herein shall prejudice or affect the terms and conditions of the 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.
16. Nothing herein amounts as a commitment by BFL to provide further or similar offers.
17. BFL is not a supplier/manufacturer/issuer of the products purchased by Customer or the Rewards provided to the Customers under this Promotion and will not accept any liability in relation thereto. Accordingly, BFL shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the products or Rewards provided by third parties.
18. 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 or Rewards provided by third parties.
19. Disputes, if any, regarding the products/services/Rewards under the Promotion must be addressed in writing, by the Customers directly to the merchant/issuer of the Rewards and BFL shall not entertain any communication in this regard.
20. These terms and conditions prevail over the contents of any brochure or other promotional material advertising the Promotion.
21. In case of cancellation/refund of the qualifying loan transaction, Customer's eligibility for availing the Promotion and/or the Reward will be at the sole discretion of BFL.

22. 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 products/ services or participation under this Promotion.
23. 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.
24. The Promotion is not transferable and non-negotiable and cannot be encashed under any circumstances.
25. 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.
26. 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.
27. 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.