TERMS & CONDITIONS: CD Diwali 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.
- "Offer Period" shall mean the period commencing from 12:00 am on 16th October 2020 to 11:59 on 16th November 2020.
- "Participating Store(s)" shall mean such retail store(s) or dealer outlets which are empaneled with BFL and which are participating in this Promotion and contribute to the Reward as detailed in clause 3 below.
- "**Promotion**" shall mean the "CD Diwali Promo 2020" promotional program offered by BFL for its EMI Customers during the Offer Period.
- "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" refers to the Bajaj Finserv- Mobikwik co-branded wallet on which the Customer can receive and redeem the Reward.
- "Product" shall mean select products purchased from Participating Stores on finance from BFL,
- 2. This Promotion is valid for only such Customers:
 - i. Who mandatorily avail a loan of INR 15,000/- or above from BFL for purchasing a Product from the Participating Stores during the Offer Period,
 - ii. who successfully repay first three equated monthly installments of the loan as per the repayment schedule without defaulting in any of the repayments,
 - iii. who opt in for participating in the promotion by sending "UTSAV" to 8424009661 through SMS from their mobile number that has been registered with BFL, and
 - iv. who download and access the Wallet and perform payments/recharge as mentioned in the table under clause 3.
 - v. In case a customers' "Bajaj Finserv EMI Network card" is blocked then he/she will not be able to redeem any voucher reward irrespective of eligibility.
- 3. Upon fulfilment of all the criteria specified by BFL under these terms and condition, including as mentioned in clause 2 above, customers shall be eligible for the following **Reward*** for the offer as per the grid given below:

<u>Dealer</u> Contribution	<u>Ticket</u> <u>Size</u>	/Electricity Voucher (Up. to 100%	(Up to 100%	Recharge	<u>Cashback</u> <u>Voucher</u>	<u>Total</u> <u>Value</u>
Rs.450	15,000- 19,999	500	500	500	500	Rs.2,000

Rs.550	20,000- 24,999	1,000	500	500	500	Rs.2,500
Rs.650	25,000- 29,999	1,000	1,000	500	500	Rs.3,000
Rs.750	30,000- 39,000	1,000	1,000	1,000	500	Rs.3,500
Rs.850	40,000- 49,999	1,000	1,000	1,000	1,000	Rs.4,000
Rs.1,000	50,000- 79,999	1,500	1,500	1,000	1,000	Rs.5,000
Rs.1,500	80,000 & Above	2,000	2,000	2,000	2,000	Rs.8,000

^{*}Use of above vouchers are subject to:

- a. terms and conditions of third party entities,
- b. adhering the steps to redeeming the voucher as follows within validity period mentioned on the voucher:
- Log into your "Experia Portal" by clicking here: https://customer-login.bajajfinserv.in/Customer?Source=VoucherRedeem
- 2. Enter the One Time Password received on your registered mobile number.
- 3. Select you **City** and enter **Access Code** of the voucher reward received pursuant to your eligibility under the applicable promotion terms
- 4. Click on Submit to proceed and avail vouchers
- 5. Click on View and Redeem to see terms and conditions and steps of usage for each voucher reward
- 6. Click on **Redeem** button to view your "promo code".
- 7. To avail the benefits of the offer, use the "promo code" at the time of transacting with respective brands who issued the voucher reward as per provided terms & conditions specified on the voucher reward.

BFL shall not be responsible for any issues pertaining to use/non-use and all concerns must be directly addressed to the issuer of the youcher.

- c. A Customer can qualify only once for Reward irrespective of multiple transactions.
- d. Participant store has contributed towards cost of reward as detailed in above table.
- 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. 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 the avoidance of doubt, this promotions shall not be carried out in the State of Tamil Nadu and in those areas where the Participating Stores are

- shut as per government notification as preventive measure for sustaining the Covid 19 Novel Corona Virus.
- 6. 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.
- 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. This Promotion cannot be combined with any other offer/discount/promotion of BFL.
- 9. 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.
- 10. The eligible Customers shall receive their Reward only upon disbursement of the loan amount availed under the Promotion by BFL to the Customer. The Reward shall be shared with the Customer by BFL via SMS communication sent to their mobile number registered with BFL, on or before 1st March 2021 provided successful repayment of first three EMIs without any non-technical bounce.
- 11. 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).
- 12. The tax deducted at source in respect of the Reward, where applicable, shall be paid by BFL.
- 13. 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.
- 14. 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.
- 15. Nothing herein amounts as a commitment by BFL to provide further or similar offers.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. These terms and conditions prevail over the contents of any brochure or other promotional material advertising the Promotion.
- 20. 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.

- 21. 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.
- 22. 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.
- 23. The Promotion is not transferable and non-negotiable.
- 24. 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.
- 25. 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.
- 26. 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.