

TERMS & CONDITIONS: DPF Prime Holi 2022 Cashback Promo (KEY ACCOUNT)

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.

“**EMI Card**” shall mean Bajaj Finserv EMI Network Card which enables customers to avail loan from BFL.

“**Offer Period**” shall mean the period commencing from 12:00 am on 17th March, 2022 to 11:59 PM on 20th March, 2022.

“**Participating Store(s)**” shall mean retail store(s) empaneled with BFL and participating in this Promotion and contribute to the Reward as detailed in clause 3 below.

“**Promotion**” shall mean the “DPF Prime Holi 2022 Cashback Promo ” 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.

“**Wallet**” refers to the Bajaj Finserv- Wallet on which the Customer can receive and redeem the Reward.

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

“**Product**” shall mean select products as enlisted in clause 3 herein purchased from Participating Stores on finance from BFL,

2. Customer Eligibility:

- a. The Customer shall mandatorily avail a loan for purchase of the Product as enlisted below from the Participating Store(s) during the Offer Period.
- b. To avail ‘Credit Card Cashback’ mentioned in clause 3, the customer shall hold any valid credit card and use the aforesaid credit card to pay a nominal portion of the down payment amount.
- c. Loan is not cancelled by BFL/Customer before the delivery of the Product/s during Offer Period

3. **Reward Structure:** Upon fulfilment of all the criteria specified by BFL under these terms and condition, including those mentioned in clause 2, customers shall be eligible for the following **Reward*** for the offer as per the grid given below:

S.No.	Ticket size	Dealer Contribution	Regular Cashback	CC Cashback	Total Value
1	<15000	350	500	500	1000
2	15000-19999	350	1000	500	1500
3	20000-40000	350	1500	500	2000
4	40000-49999	350	2000	500	2500
5	>50000	350	2500	500	3000

4. The Cashback fulfilment will be processed on or after 15 days from the date of transaction in BFL Wallet and if BFL is unable to process cashback amount in customer's Wallet due to any technical issue, then the Reward fulfillment will be processed in the bank account of the Customer registered with BFL within 30 days of LAN generation. In case the Reward is credited in the Wallet, then the Customer cannot transfer the same to the bank account of the Customer.
5. Reward fulfilment related information will be communicated to Customer through SMS on the registered mobile number of the Customer.
6. The offer under this Promotion cannot be clubbed with any other active offers available during Offer Period.
7. This Promotion is available only in select cities of India and is valid only for citizens of India. This Promotion is not applicable in places wherever prohibited under applicable laws of the respective State and / or on gifts / services for which such offers cannot be made available for any reason whatsoever. For the avoidance of doubt, this promotion shall not be carried out in the areas where the Participating Stores are shut as per government notification.
8. 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.
9. 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.
10. This Promotion is not applicable to BFL's employees and their relatives.
11. This Promotion cannot be combined with any other offer/discount/promotion of BFL.
12. 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.
13. 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).
14. The tax deducted at source in respect of the Reward, where applicable, shall be paid by BFL.
15. 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/eligibility is subject to cancellation at the sole discretion of BFL.
16. This Promotion is a special offer for BFL Customers who meets the above eligibility criteria 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.
17. Nothing herein amounts as a commitment by BFL to provide further or similar offers.
18. 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.

19. 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.
20. Disputes, if any, regarding the products/services under the Promotion must be addressed in writing, by the Customers directly to the merchant/seller and BFL shall not entertain any communication in this regard.
21. These terms and conditions prevail over the contents of any brochure or other promotional material advertising the Promotion.
22. In case of cancellation/refund of the qualifying loan transaction, Customer's eligibility for availing the offer under the Promotion and/or the Reward will be at the sole discretion of BFL.
23. 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.
24. BFL's decision on all matters relating to the Promotion will be at its absolute discretion and will be final and binding on all the Customers.
25. 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.
26. The Reward is not transferable and non-negotiable.
27. 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, Maharashtra only. The existence of a dispute, if any, shall not constitute a claim against BFL.
28. 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.

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