

## TERMS & CONDITIONS: “Make A Wish Diwali 2020 Promo”

### 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 using their 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 12:00 am on 23<sup>rd</sup> of October 2020 to 12:00 am on 30<sup>th</sup> of November 2020.

“**Participating Store(s)**” shall mean such retail store(s) or dealer outlets which are empaneled with BFL.

“**Promotion**” shall mean the “Make A Wish” promotional program offered by BFL for Customers during the offer period.

“**Product**” shall mean a product purchased from Participating Stores on finance from BFL and belonging to the following category: LED TV, Air Conditioner, Refrigerator, Washing Machine, Microwave, Home Theatre, Camera, Water Purifier, Smartphone & Laptop.

“**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**” means BFL-Mobikwikco-branded wallet application.

### 2. This Promotion is valid for only such Customers:

i. Who have clicked on the URL shared by BFL with respect to the Promotion and have filled in the details specified by BFL, including details of a product category that they wish to purchase on finance from BFL (“**Wished Product**”), before the specified period of 20<sup>th</sup> October 2020.

ii. Who have not yet availed a loan from BFL for purchasing a Product which belongs to the Wished Item category as selected by the Customer under clause 2 (i) above, from day on which the Wished Product is filled and shared by the Customer to BFL.

iii. Who mandatorily avails a loan from BFL for purchasing a Product which belongs to the Wished Item category (“**Loan**”) as selected by the Customer under clause 2 (i) above within the “Offer Period”.

3. Under this Promotion, every Customer who fulfills the criteria specified by BFL, shall be eligible for ‘Rs. 500 cashback + Rs.500 mobile recharge’ Reward worth INR 1,000/- on “Wallet” upon successful payment of first 3 (three) equated monthly installments of the Loan to BFL.

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 including but not limited to the State of Tamil Nadu.

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. Customer shall be eligible for this promotion only once, irrespective of the number of Products availed on Loan during the Offer Period.
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 upon successful purchase of Product belonging to the Wished Item category on finance from BFL. The Reward shall be shared with the Customer by BFL via SMS/Email communication sent to their mobile number/email ID registered with BFL, on or before 31<sup>st</sup> March'21.
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 under any circumstances.
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.