## TERMS & CONDITIONS "More Products – More Cashback Offer"

## 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, a company incorporated within the meaning of the Companies Act 1956/2013 having its Registered Office at Mumbai Pune Road, Akurdi, Pune-411035, Maharashtra, and a Corporate Office at 4th Floor, Bajaj Finserv Corporate Office, Off Pune Ahmednagar Road, Viman Nagar, Pune- 411014, CIN no **L65910MH1987PLC042961**;

"**Communication**" shall mean various mode or channels of sending communication to the customers such as SMS, Wallet notifications, Wallet banners, Emailers, Website, Experia to create awareness about the offer

"Customer" shall mean who are EMI Card Customer.

"EMI Card Customer" shall mean the BFL Existing Member Identification Card issued to BFL's customers.

"**PARTICIPATING STORE(s)**" shall mean such dealer stores, merchant, retail outlets and medical service providers which are empaneled with BFL in connection with purchase of Products by the Customer and are participating in this Promotion

"Cities" shall mean the cities mentioned in Annexure A.

**'Promo Offer"** shall mean the **"Consumer Diwali Promo 2018**" promotional program offered by BFL for its Customers on the platform during the period;

"Promo Period" shall mean the period commencing from 5:01 PM on November 1<sup>st</sup>, 2018 to 11:59 pm on November 7<sup>th</sup>, 2018

"Reward" refers to the reward offered to Customers under this Promotion by way of Cashback defined hereinafter.

"**Product**" shall mean select products as categorized below, which are approved by BFL and provided to the Customer by the Participating Stores:

Category A: LED TVs, LCD TV, Air Conditioners, Refrigerators, & Washing machine

**<u>Category B:</u>** Home Theatre, Microwave Oven, Water Purifier, Kitchen Appliances, Camera – DSR or Digital camera, Flour Mill, Smartphones, and Laptops

"Winner" means a Customer who has been declared as a winner by BFL under this Promotion

"Website" means BFL's website at the following URL <u>https://www.bajajfinserv.in/finance/</u>

"Wallet" refers to the Bajaj Finserv- Mobikwik co-branded wallet platform on which the Customer receives the Reward.

## 2. About the Offer

- (a) The offer will be applicable only to the EMI Card Customers having Bajaj Finserv- Mobikwik cobranded wallet, who fulfill the eligibility criteria;
- (b) Eligible Customers will get 10% cashback capped at Rs. 3,000 on fulfilling the eligibility criteria;
- (c) Eligible customers will be credited cash-back into Wallet
- 3. Eligibility to participate: To participate in this offer & to be eligible to receive a Reward, the Customer should fulfil following conditions:
  - (i) The Offer is applicable only to EMI Card customers who gets SMS or other communication from BFL intimating them the Cash Back offer on making purchase of 2 (two) or more products during the Promo period by availing loan facility from BFL from the same participating store provided:
    - (a) Customer purchases 2 different products, one each from Category A and B;
    - (b) Customer purchases two products from Category B; *Not applicable on 2 purchases from Category A*
    - Purchase of First product from Category A and Second Purchase from Category B or vice-versa;
  - (ii) The Offer is not applicable if the Customers makes two purchases of similar products under Product Category A stated above.
- The Cash Back will be given to the eligible Customer on the total gross loan amount of both the First & Second purchases put together only and no other reasons of what so ever provided the Customer successfully makes the payment of first EMI after the purchase on the due date itself.
  - The said Cashback Offer is applicable only at Consumer Durable Stores and same is not applicable to:
    - a) Digital Product Stores/Dealer i.e. where only Mobiles, Laptops and Tablets are being sold.
    - b) Lifestyle Product Stores i.e. where only furniture, fixtures, Tables, Sofa-set, Home Decors are being sold etc.
    - c) Transactions done online Ecommerce business or BFL Marketplace
  - (iii) BFL employees, their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), are not eligible to participate in the Contest.
  - (iv) The Cashback reward will be credited in Wallet and hence Customers to have down loaded Wallet to receive the cash back offer or need to download the Wallet more particularly defined in definition; Once the cashback is credited in customer's wallet, the usage of Cashback amount is solely dependent on the customer and BFL shall not have any restriction on it.

- (v) Customer be of or above 18 years of age and the Customer must be a resident of India.
- (vi) Incomplete / rejected / cancelled/ invalid / returned /disputed or unauthorized/fraudulent transactions will not be considered for the offer

## 4. OTHER TERMS & CONDITIONS:

- (a) This Promotion is available only in select cities of India as mentioned in Annexure A herein 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.
- (b) 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.
- (c) The Reward cannot be transferred to the customers bank account;
- (d) Participation in this Promotion offer is voluntary and the Customer is not bound to participate in this Promotion unless the Customer voluntary wishes to participate. There is no compensation for non-participation in the Promotion under any circumstances whatsoever.
- (e) The eligible Customers will get 10% cashback with a maximum capping of Rs 3000 on making 2 (two) purchase transaction by availing fiancé from BFL provided the purchase transaction is on the same day & from the same participating store / dealer of BFL.
- (f) 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
- (g) 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). The tax deducted at source in respect of the Reward, where applicable, shall be paid by BFL.
- (h) BFL will not be responsible or liable in case the offer is not configured or could not be availed due to malfunction, delay, traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website.
- (i) This Promotion is a special offer for EMI Card 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.
- (j) Images of the products/services or Reward shown on email, BFL's website or any other advertisement material whatsoever, are for representational purpose only. 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/brands, 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.
- (k) Nothing herein amounts as a commitment by BFL to provide further or similar schemes or offers.

- (I) BFL is not an issuer/provider of the products purchased/services availed by the Customer under this Promotion offer. 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 in any manner what so ever. The Customer shall be solely responsible to take possession and get delivery of the products purchased from the Merchant / Dealer and BFL shall not be liable for any delay in delivery or no-delivery of product and/or with respect to the quantity, quality, conditions, fitness, warranty, suitability or otherwise what so ever of the product.
- (m) 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 and/or the usage of the Reward.
- (n) Disputes, if any, regarding the products purchased or services availed by the Customer must be addressed in writing by the Customers directly to concerned owner of Merchant/ Brands or third party whose products has been purchased by the Customer and BFL shall not entertain any communications in this regard.
- (o) 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.
- (p) 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.
- (q) 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 services or redemption of the Reward or participation under this Promotion.
- (r) 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.
- (s) The Promotion is not transferable, non-negotiable and cannot be encashed under any circumstances.
- (t) Customer acknowledges and agrees that all copyright and trademarks and all other intellectual property rights in the SMS content, Website, WAP/App portal, and all material or content related to the offer shall remain, at all times, owned by BFL and/or their respective owners. All material and content contained in this WAP/App portal/Website is made available for your personal and non-commercial use only
- (u) These terms and conditions of this promotion shall be governed by the laws, rules & regulation 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.

(v) 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.

Annexure A	
Location Name	State Name
Ahmedabad	Gujarat
Asangaon	Maharashtra
Aurangabad	Maharashtra
Badshahpur	Delhi
Bangalore	Karnataka
Baroda	Gujarat
Baruipur	West Bengal
Bhiwadi	Haryana
Bhiwandi	Maharashtra
Bhopal	Madhya Pradesh
Chengalpattu	Tamilnadu
Chennai	Tamilnadu
Cochin	Kerala
Coimbatore	Tamilnadu
Dehu Road	Maharashtra
Delhi	Delhi
Faridabad	Haryana
Ghaziabad	Delhi
Gudivada	Andhra Pradesh
Gurgaon	Haryana
Hyderabad	Telangana
Indore	Madhya Pradesh
Joynagar	West Bengal
Kalyani	West Bengal
Kelambakkam	Tamilnadu
Kengeri	Karnataka
Kolkata	West Bengal
Kondapalli	Andhra Pradesh
Manesar	Delhi
Mangalagiri	Andhra Pradesh
Mumbai	Maharashtra
Nagpur	Maharashtra
Narnaul	Haryana
Narnaul	Delhi
Nasik	Maharashtra
Noida	Uttar Pradesh
Noida	Delhi
Pune	Maharashtra
Rewari	Haryana

Sangareddy	Telangana
Surat	Gujarat
Thane	Maharashtra
Thiruvallur	Tamilnadu
Vaizag	Andhra Pradesh
Veppampattu	Tamilnadu
Vijayawada	Andhra Pradesh