## **TERMS & CONDITIONS: "Utsav Unlimited Sale"**

This is an Offer on Bajaj Mall on BFDL'S Platform ("Platform") for Customers by BFL.

## 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 28th August of 2022 to 11:59 pm on 9th September of 2022.
- "EMI Network Card" means the existing member identification card issued by BFL.
- "Bajaj Mall" shall refer to the website that is accessible through the following URL: https://www.bajajmall.in/emi-store and shall also include the mobile application "Bajaj Finserv App" that may be downloaded from the Play Store or Apple App Store.
- "Promotion/Offer" shall mean the "Utsav Unlimited Sale" promotional program offered by BFL for its EMI Customers during the Offer Period.
- "**Reward**" refers to the cashback reward offered to the Customer(s) under this Promotion and as specifically detailed under Clause 3 below.
- "Wallet" refers to the Bajaj Pay Wallet.
- "Product" shall mean selected products purchased from Bajaj Mall on finance from BFL.
- "Promocode" refers to the code available at Bajaj Mall at the time of checkout, which is to be applied by the Customer in order to avail benefits related to that Promocode.
- 2. This Promotion is valid for only such Customers:
- Who mandatorily avail a loan for purchase of eligible Product purchased such as LED TVs, Smartphones and all other electronics from Bajaj Mall during the Offer Period using the EMI Network Card;
- ii. Who apply the Promocode at the time of checkout as mentioned under clause 3;
- iii. Who successfully pay their first EMI (equated monthly instalment) of the loan as per the repayment schedule without defaulting in any of the repayments.
- iv. Who do not have any cancelled loan or loan still under process after expiry of Offer Period. A cancelled loan or loan under process shall mean a loan which is cancelled, or which does not get approved before expiry of Offer Period respectively;
- v. Whose "EMI Network Card" is not blocked at the time of redemption.
- 3. Upon fulfilment of all the criteria specified by BFL under these terms and conditions, including as mentioned in clause 2 and below mentioned criteria against the Offer in accordance with these terms and conditions, Customers shall be eligible for the following Reward for the offer as per the grid given below:

Amount Financed (INR)	Cashback Amount (INR)	Offer
Less than 15,000	500	
Between 15000- 20000	700	Get cashback up to Rs. 5000*. Apply Promocode
Between 20000- 30000	900	"UTSAV" at checkout.
Between 30000- 50000	1100	
50000 & above	5000	

<sup>\*</sup>Cashback amount will be varied with the product pricing

- 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 in all 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.
- 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 or to replace wholly or in part, the above-mentioned Promotion and the Reward by another Promotion or Reward whether similar to above or not, or to withdraw it altogether.
- 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 is not applicable to BFL's employees and their relatives.
- 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 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 credited to Customer's Wallet, on or before 30 (thirty) days of successful repayment of first EMI without any non-technical bounce. In the event the Customer is unable to create an account on the Wallet due to any technical issue, BFL may transfer the Reward directly to the bank account provided for availing loan at the sole discretion of BFL.
- 12. All applicable taxes, fees and levies (including tax deducted at source, where applicable) will need to be solely paid by the Customer(s).
- 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. Disputes, if any, regarding the products/services/ under the Promotion must be addressed in writing, by the Customers directly to the merchant/ and BFL shall not entertain any communication in this regard.
- 18. These terms and conditions prevail over the contents of any brochure or other promotional material advertising the Promotion.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. The Promotion is not transferable and non-negotiable.
- 23. 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.
- 24. 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.
- 25. 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.