

TERMS AND CONDITIONS

By clicking on the ‘**submit**’ button, BFL network partner/merchant/dealer (**hereinafter “Merchant”**) through its authorized representative is expressing its interest to participate/avail the reward program for its customer, as made available by Bajaj Finance Limited (“**BFL**”). The Merchant hereby (i) confirms that acceptance of these terms by the authorized representative of Merchant (accepting these terms through the mobile or web based application), has a binding effect on the Merchant and (ii) confirm that its authorized representative: (a) is at least 18 years of age, (b) can understand, read and access the world wide web / internet in English language, (c) has read, understood and agree to make such Merchant bound by the terms and conditions.

These Terms and Conditions shall apply to the Merchant and regulate the various reward/offers/discounts/promotions, details of which are confirmed by the Merchant in the mobile/web application made available by BFL named **Galaxie Portal / Offermart Portal** – <https://business-login.bajajfinserv.in/Migrated/app3/login?returnUrl=%2F%3FReturnUrl%3D%252F> (“**BFL Platform**”) for customers of the Merchant (*collectively referred to as “Offer Upload Terms”*)

Further the Merchant hereby agrees and acknowledges that these Offer Upload Terms are generic in nature and specific details for the offer /promotion/ discounts/rewards agreed/accepted by the Merchant on BFL Platform (“**Promotions/Offer**”) shall be binding on the Merchant and BFL will run/make available such Promotion **on behalf/in collaboration** with the Merchant, on criteria’s/terms as agreed by the Merchant on BFL Platform for creation of such Promotion (“**Promotion Terms**”).

Merchant may be entitled for the various types of Promotions subject to fulfilment of eligibility criteria as stipulated by BFL. The Merchant will have an option to create the Promotion for its customers by selecting various fields (*like Promotion types/ Promotion duration/ minimum criteria for such Promotion/ Promotion communication to be send to its customer etc*) for creation of the said Promotion through BFL Platform for its customers (“**Offer Creation**”).

A. TYPES OF PROMOTION/OFFERS

BFL may allow eligible Merchants to create from any one or more of the following types/categories of the rewards as stated below, subject to sole and absolute discretion of BFL:

I. General Offer:

- (i) **Cashback:** If the Merchant opts for creation of Cashback promotion for its customers, same will be based on the parameters as agreed while Offer Creation on BFL Platform by the Merchant.

The Cashback can be used in the manner as contemplated in the Promotional Terms or subject to such terms as may be prescribed, from time to time.

- (ii) **Discount Code/Vouchers:** If the Merchant opts for creation of discount promotion for its customers, same will be based on the parameters as agreed while Offer Creation on BFL Platform by the Merchant

The accumulated/availed Discount codes/vouchers can be redeemed/used for a wide variety of transactions, *including but not limited* for availing products as offered by any third party on discounted rate and/or such other purpose as may be prescribed in the Promotional Terms or on such terms as may be prescribed from time to time

- (iii) **Vouchers/Freebies:** If the Merchant opts for creation of third-party vouchers/freebies promotion for its customers, same will be based on the parameters as agreed while Offer Creation on BFL Platform by the Merchant

The usage of the vouchers earned/received under such Promotion will be governed by the separate set of Terms & Conditions of the such third-party Merchant/Brand/Vendor (*collectively* “**Third-Party**”) who is issuing such voucher. Voucher offer is solely brought to the customer by the Third-Party and the Merchant and BFL shall hold no warranty and does not represent anything relating to the delivery, services, suitability, merchantability, availability or quality either of the voucher or of the products/services made available to customer by such Third-Party and/or the Merchant.

Additionally, BFL gives no warranty in respect to the quality of products/services acquired or their suitability for any purpose for the availed vouchers, in any manner whatsoever. Furthermore, any disputes regarding delivery, service, suitability, merchantability, availability or quality of the products/services under the voucher must be addressed directly to such Third-Party and Merchant. Further BFL shall not entertain any communication in this regard. Image(s) displayed in relation to the vouchers, if any, are for illustrative purposes only. Characteristics of actual product/services made available through the said Voucher may vary. BFL shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered, to customer, directly or indirectly, by use or non-use of products/services under vouchers in any manner whatsoever.

- (iv) **Other Reward:** If the Merchant opts for creation of any other reward types as made available by BFL through BFL Platform for customers, same will be based on the parameters as agreed while Offer Creation on BFL Platform by the Merchant.

The Merchant hereby agrees and acknowledge that for all Promotions created under this General Offer category by the Merchant, any/all obligations (including but not limited to obligation to provide cashback, discounts and product/service as per term of the Promotion) towards customers in relation to such Offer Creation shall be fulfilled by the Merchant in all respects and BFL shall not be liable for any/all reward in relation to such Offer creation, in any manner whatsoever.

B. GENERAL TERMS:

- The Merchant agrees to fulfill any/all of the obligations (including but not limited to obligation to provide cashback, discounts and product/service as per term of the Promotion) towards BFL or its customers in relation to Offer Creation and agrees to indemnify BFL for any claims arising out of/in relation to said Offer Creation.

- The Merchant hereby agrees and acknowledges that BFL shall have a paramount charge, lien and right of set off on all monies payable (*including but not limited to amount payable by the Merchant to BFL in relation to fulfillments obligated on part of the Merchant for discounts, cashback etc*), to the Merchant or standing to the credit of the Merchant with BFL or any of affiliates against all or any sums which the Merchant is liable to pay in respect of any/all arrangement entered into by the Merchant with BFL or affiliates. In the event that there remains any amount due from the Merchant either to BFL or any of the affiliates under these terms, the monies payable to the Merchant or standing to the credit of the Merchant shall be applied first towards the outstanding amount owed by the Merchant to BFL or affiliates under, for the purpose as contemplated herein or any other agreement / facilities and the Merchant consents, confirms and agrees to execute any documents/ writings, as may be required, in this regard.
- Any and all the Promotions shall come in force from the effective date/ for the offer period, as may be prescribed by the Merchant, and as communicated through the Promotional Terms.
- This Promotion may be made available only in select cities of India and only to Indian citizens.
- The Promotion/Offer Creation and the terms governing the same are available at the sole and absolute discretion of BFL and same are subject to changes as deemed fit by BFL, without any prior notice to the Merchant.
- Participating in this reward/offer program is voluntary and the Merchant is not bound to participate in the same. There is no compensation for non-participation under any circumstances whatsoever.
- Nothing herein amounts as a commitment by BFL to provide further or similar reward program.
- The decision of BFL selection committee in selecting the Merchants eligible for a reward program will be final and binding on the participating Merchants.
- 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 provided by third parties.
- BFL shall not be liable for termination or delay of BFL Promotion or the rewards forming part of the BFL Promotions due to any force majeure event and will not be liable for any consequences.
- Merchant hereby agrees and acknowledges that the Merchant shall be liable and responsible for settling any/all disputes in relation to the Promotion made available to the customer.
- 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 reward program or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts in Pune, Maharashtra.