

TERMS & CONDITIONS OF 'Samsung S10 Cashback Offer – April'19'

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/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.

“**Samsung Mobile Handset**” shall collectively mean to include Samsung S10, Samsung S10+ and Samsung S10e mobile phone.

“**Customer**” shall mean EMI Card Customer who avail the finance facility from BFL during the offer period. The term Customer shall also mean to include any existing, new / prospect customer of BFL who is willing to avail Laon from BFL during the offer period for purchasing Samsung S10 Series Mobile handsets.

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

“**PARTICIPATING STORE(s)**” shall mean to include BFL’ s authorized digital product Dealer, Merchant, and Retail Outlets, who are empaneled to extend financial facility to intended Customers on purchase of above mentioned Samsung Mobile Handset.

“**Offer**” shall mean to include Cash Back Reward given to eligible Customer who intends to purchase Samsung S10 Series Mobile Handset by availing loan from BFL in Equal Monthly Installments.

“**Offer Period**” shall mean the period commencing from 12:01 am on 11th April, 2019 to 11:59 pm on 30th April, 2019.

“**Cash Back Reward**” shall mean to include the following: -

- (a) The Eligible Customer purchasing Samsung S10 & Samsung S10+ mobile handset by availing finance from BFL will get Rs 6,000/- (Rupees Six Thousand only) within 30 days after the Date of payment of 3rd EMIs;
- (b) The Eligible Customer purchasing Samsung S10e mobile handset by availing finance from BFL will get Rs 4,000/- (Rupees Six Thousand only) within 30 days after the **Date of payment** of 3rd EMIs

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

2. ABOUT THE OFFER':

- ✓ This Offer is only valid on purchase of Samsung S10 Series [S10e/S10/S10+] mobile handset as stipulated above by an eligible Customer who mandatorily availed loan / finance facility(s) from BFL.
- ✓ The Offer will apply to both existing and prospect Customer of BFL.
- ✓ No down payment is required from the Customer to avail this offer and the cost of mobile handset will be equally apportioned in 9 (nine) equal installments
- ✓ **"Cashback offer is applicable only in 9|0 scheme where loan amount is equal to or greater than the Market Operating Price (MOP) but does not exceed Maximum Retail Price (MRP)"**
- ✓ Cashback Reward to be paid by BFL in the Customer's Bank Account 30 days post successful clearance of 3 (three) EMIs without any bounce.
- ✓ KYC norms will apply to new/prospect Customer who would like to avail this Offer by availing loan from BFL, as per applicable regulations / laws.

3. ELIGIBILITY

- a) This Offer is valid only for such Customers, who are purchasing Samsung S10 Series [S10e/S10/S10+] Mobile Handset by availing finance from BFL with due adherence to required documentations and other criteria as per BFL's satisfaction.
- b) Customer shall agree to repay the total cost of Samsung Mobile Handset in 9 (Nine) Equal Monthly Installment ("EMI") to become eligible for the Cash Back Reward provided the Customer has cleared pay 3 (three) EMIs without any bounce.
- c) **"Cashback offer is applicable only in 9|0 scheme where loan amount is equal to or greater than the Market Operating Price (MOP) but does not exceed Maximum Retail Price (MRP)"**
- d) Customer be of or above 18 years of age and the Customer must be a resident of India
- e) This Offer is valid throughout India except in the States where prohibited under Applicable Law.

4. PROCESS FOR CLAIM OF REWARD

- (a) The Eligible Customer(s) purchasing Samsung S10 Series [S10e/S10/S10+] Mobile Handset by availing finance from BFL will get their Cashback Reward within 30 days after the Date of payment of 3rd EMIs only;
- (b) The Cash Back will directly credited into the Bank Account of Customer as per the ECS Mandate or Standing Payment Instruction or Electronic Payment Mandate provided by the Customer to BFL.
- (c) The Eligible Customer(s) will receive SMS confirmation and email confirmation from BFL for being eligible to claim the Cashback Reward subject to adherence to applicable conditions.
- (d) BFL will also send SMS and email confirmation upon successful posting of Cashback Reward into the Bank Account of the eligible Customer provided the Customer has paid / cleared 3 (three) EMIs without any ECS / Electronic Mandate Bounce.

(e) OTHER TERMS & CONDITIONS

- I. The Offer is available at the sole discretion of BFL and subject to changes as deemed fit by BFL without any prior notice as far as availing financial facility is concerned.
- II. Participation in this offer is voluntary and there is no compensation for non-participation under any circumstances whatsoever.
- III. This Offer cannot be combined with any other offer/discount/promotion of BFL.
- IV. Notwithstanding anything contained in this Offer 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.
- V. The Customer will be eligible to avail financial facility (loan) from BFL for purchasing Samsung S10 Series [S10e/S10/S10+] Mobile Handset after fulfilling required documentation as per BFL's satisfaction and subsequently the Customer shall pay at least 3 (three) EMIs in order to be eligible to receive the Cash Back Reward under this promotion Offer.
- VI. BFL reserves the right to revise these terms and conditions, modify or withdraw this Offer 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.

- VII. All applicable taxes, fees and levies as applicable will need to be solely paid by the Customer(s).
- VIII. The Customer is liable or accountable for the correctness of the documents / information submitted to avail the loan facility from BFL and the BFL reserve its right to cancel the loan facility at any point of time if the informations / documents provided by the Customer are incorrect or wrong and the Customer has agreed to keep BFL indemnified in all manner what so ever.
- IX. Nothing contained herein shall prejudice or affect the terms and conditions of 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 facility.
- X. Nothing herein amounts as a commitment by BFL to provide further or similar offers.
- XI. 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 rewards / offers provided by third parties.
- XII. Customer agree that Disputes, if any, regarding this Offer which are procured by availing finance from BFL, must be addressed in writing directly to the Samsung and BFL shall not entertain any communication in this regard except if the same are related with financial facility(s) / loan provided to the Customer.
- XIII. These terms and conditions prevail over the contents of any brochure or other promotional material advertising the Offer / Promotion.
- XIV. 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 participation under this Promotion.
- XV. The Promotion is not transferable, non-negotiable and cannot be encased under any circumstances.
- XVI. This Promotion is subject to laws, rules and regulations as may be applicable in any jurisdiction in India, from time to time. 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.
- XVII. BFL is not an issuer/provider of the Samsung Mobile handset purchased by the Customer by availing loan from BFL under this Promotion. Accordingly, BFL shall not be responsible for the quality, warranty, defects, or any

assurances and/or representations made in relation to Samsung Mobile Handset and in no manner what so ever, the Customer should implead or involve BFL & its affiliates, directors, representatives and permitted assigns in case of any issues, claims, cost, damages, suits, and damages in this regard.

- XVIII. The Customers agree to be bound by the terms & 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.