TERMS & CONDITIONS: SW Credit Card Navratri Diwali Promo 2021

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.

"EMI Card" shall mean Bajaj Finserv EMI Network Card which enables customers to avail loan from BFL.

"Offer Period" shall mean the period commencing from 12:00 am on 8th October 2021 to 11:59 on 7th November 2021

"Participating Store(s)" shall mean such retail store(s) or dealer outlets which are empaneled with BFL and which are participating in this Promotion and contribute to the Reward as detailed in clause 3 below.

"**Promotion**" shall mean the "SW Credit Card Navratri-Diwali Promo 2021" promotional program offered by BFL for its EMI Customers during the Offer Period.

"Reward" refers to reward offered to the Customer(s) under this Promotion.

"Wallet" refers to the Bajaj Finserv- Wallet on which the Customer can receive and redeem the Reward.

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

"Product" shall mean_select products purchased from Participating Stores on finance from BFL,

2. Customer Eligibility:

- a. Who mandatorily avail a loan for purchase of Products from Participating Stores during the Offer Period (the value of reward in this consumer promotion shall be dependent upon the loan amount availed for purchase of the Produce as specified under clause 3 of this Terms and Conditions.
- b. Only those Customers who shall successfully repay the first three equated monthly installments of the loan as per the repayment schedule **without defaulting in any of the repayment** shall be eligible for the Reward.
- c. Who has a credit card of any bank & mandatorily swipes the card at participating store for down payment of product loan or for at least Re.1 in case of Zero Down payment & provide the charge slip to BFL executive, for loan processing.
- 3. **Reward Structure:** Upon fulfilment of all the criteria specified by BFL under these terms and condition, including those mentioned in clause 2, customers shall be eligible for the following **Reward*** for the offer as per the grid given below:

Loan Amount availed (INR)	Cash back voucher (INR)	Cash back voucher %	DEALER CONTRIBUTION
Between 20000-30000	2500	10%	500
Between 30001 & Above	5,000	15%	700

4. 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. In the event of any issues/queries, the same is to be addressed to the Reward issuer directly.

5. Redemption Process

As mentioned earlier customer shall be provided 1 types of reward viz: cashback. The process of availing the same is as under:

Cash back: Cashback shall be directly credited to the Customer's Wallet or bank account (if Customer does not have a Wallet account.)Once the cashback amount is credited in the Wallet and in case a Customer wishes to transfer said cashback amount to their bank account from the Wallet, then a transfer fee, as applicable at the time of transaction, shall be payable by the Customer.

- 6. 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. For the avoidance of doubt, this promotion shall not be carried out in the State of Tamil Nadu and in those areas where the Participating Stores are shut as per government notification as preventive measure for sustaining the Co-vid 19 Novel Corona Virus
- 7. 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.
- 8. 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.
- 9. This Promotion is not applicable to BFL's employees and their relatives.
- 10. This Promotion cannot be combined with any other offer/discount/promotion of BFL.
- 11. 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.
- 12. The Reward details will be shared with the Customer by BFL via SMS communication sent to their mobile number registered with BFL, on or before 10th March 2022 provided successful repayment of first three EMIs without any non- technical bounce.
- 13. 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).
- 14. The eligible Customers shall receive their Reward only upon disbursement of the loan amount availed under the Promotion during the Offer Period by BFL to the Customer.
- 15. The tax deducted at source in respect of the Reward, where applicable, shall be paid by BFL.
- 16. 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 at the sole discretion of BFL.
- 17. 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.
- 18. Nothing herein amounts as a commitment by BFL to provide further or similar offers.
- 19. 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.
- 20. 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.

- 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.
- 22. These terms and conditions prevail over the contents of any brochure or other promotional material advertising the Promotion.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. The Promotion is not transferable and non-negotiable.
- 27. 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.
- 28. 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.
- 29. 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