## TERMS AND CONDITIONS FOR OFFER

"This is a promotional Offer provided by BFL on Bajaj Mall which is an ecommerce marketplace owned by Bajaj Finserv Direct Limited ("Platform").

## 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.

"BFDL" refers to Bajaj Finserv Direct Limited.

"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 Bajaj Mall Section of the mobile application "Bajaj Finserv App" that may be downloaded from Google Play Store or Apple App Store. "Customer" refers to an existing customer of BFL who is an Indian citizen who avails a finance facility from BFL during the Offer Period.

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

"Offer Period" shall mean the period that shall commence from the time of rejection of authorization or unsuccessful attempt by the Customer to purchase the Product from Bajaj Mall platform and shall be valid for 48 hours from such time.

"**Product**" shall mean any product purchased by the Customer on finance from BFL from BFL enrolled dealers located at the select cities of India as listed in Annexure 1 below.

"**Promotion**" shall mean this promotional program offered by BFL for its Customers during the Offer Period for purchasing the Product from BFL enrolled stores.

"Reward" refers to the Reward in the form of Cashback offered to the eligible Customer(s) under the Promotion.

"Wallet" refers to the Bajaj Pay Wallet issued by BFL to the Customer where he/she can receive and redeem the Reward.

- 2. **Eligibility Criteria**: Under this Promotion, select Customer who fulfils all the below mentioned criteria shall be eligible for the Cashback Reward.
  - Customers who visited the Bajaj Mall platform for purchasing the Product however, their transaction for availing finance facility from BFL remained unsuccessful for any reason whatsoever.
  - II. Customers who within 48 hours of unsuccessful transaction over Bajaj Mall, visits the BFL enrolled store to purchase the Product and avail Finance Facility from BFL; and
  - III. The customer must purchase the Product within the stipulated Offer Period from the BFL enrolled store & should get the loan disbursed within 48 hours from the commencement of the Offer Period.
  - IV. Customer who downloads the Bajaj Finserv App and creates a Bajaj Pay Wallet.
  - V. EMI Card of the Customers should not be blocked at the time of availing the Finance Facility or redemption of the Reward.
- 3. Upon fulfilment of all the criteria specified by BFL under these terms and conditions, including as mentioned in clause 2 above, Customers shall be eligible for cashback amount of Rs 300 -/
- 4. The eligible cashback reward shall be credited in Customer's Bajaj Pay Wallet within 10 days of successful purchase of Product through BFL enrolled stores after availing finance facility from BFL.

The usage of Rewards shall be governed by the Reward Terms provided for in the Terms of Use of the Bajaj Finserv Application available at https://www.bajajfinserv.in/terms-of-use and the same shall be read in conjunction with the Terms of Use. The cashback reward can be redeemed as follows

- i. Customer shall search 'Bajaj Finserv' on Google Play Store / Apple App Store and download the Bajaj Finserv App and set up Wallet.
- ii. If you are an existing user having active Wallet, then please enter your mobile number and proceed with the One Time Password received on your mobile number
- iii. On the homepage of the application, Customer shall click on the 'Wallet' icon and on the 'Wallet Setup' page fill in the necessary details which are- DOB, ID Type (PAN Card, Voter ID etc), ID number and 'Submit'.
- iv. Subsequently, the Wallet shall be activated. After the cashback is credited to Customer's Wallet, the same will be reflected in the Wallet Balance. SMS of this credited amount will be sent to the Customer.
- v. If wallet is not activated, cashback will be credited to the Customer's bank account registered with BFL.
- 5. Reward fulfilment related information will be communicated to Customer/s through SMS on the registered mobile number of the Customer/s by BFL.
- 6. This Promotion is available in selected cities / locations of India as enumerated in Annexure 1, 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.
- 7. The Promotion and the Reward 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.
- 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. 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.
- 10. 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).
- 11. 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.
- 12. Customer's eligibility for availing the finance facility shall be in sole discretion of BFL and shall be governed by BFL's policies. BFL does not in any manner provide any guaranty regarding approval and disbursal of Loan in favour of the Customer.
- 13. In case of cancellation/refund of the qualifying loan transaction, Customer's eligibility for availing the Offer under this Promotion and/or the Reward will be at the sole discretion of BFL.
- 14. This Promotion can be combined with any other offer/discount/promotion of BFL, including the EMI Card offers available at the merchant and/or dealer outlets, unless explicitly permitted by BFL under any other offer/discount/promotion of BFL.
- 15. This Promotion is a special offer for Customers who meets the above eligibility criteria, 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.
- 16. Nothing herein amounts as a commitment by BFL to provide further or similar schemes or offers.
- 17.BFL is not a manufacturer/supplier/issuer of the Products purchased by Customer 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/Reward provided by any third party.
- 18. 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 Reward provided by third party.
- 19. Disputes, if any, regarding the products/services purchased by the Customer during the Offer Period of the Promotion must be addressed in writing, by the Customers directly to the merchant/seller and BFL shall not entertain any communication in this regard.
- 20. These terms and conditions prevail over the contents of any brochure or other promotional material advertising the Promotion.
- 21.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.
- 22.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 Product(s) and/or Rewards or participation under this Promotion.
- 23. 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.
- 24. The Promotion is non-transferable and non-negotiable.
- 25. 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.
- 26. 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.
- 27. 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.

## **BFDL Disclaimers:**

- 1. This Promotion is run by BFL to the Customers and not by BFDL.
- The responsibility with respect Reward and reward redemption to the eligible Customer solely lies with BFL. BFDL shall not in any manner be liable for reward or its redemption in any circumstance whatsoever.
- 3. Disputes regarding the crediting or redemption of Reward under this Promotion should be addressed to BFL directly. BFDL shall not have any responsibility to address queries / provide resolution with respect to Reward offered by BFL to eligible Customers.
- 4. These Terms and conditions of Promotion as mentioned hereunder are in addition to the General offer terms and conditions on Bajaj Mall BFDL's Platform.