

## TERMS & CONDITIONS: INSTA EMI CARD CASHBACK PROMO - 2020

### 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.

“**BFL Online Platforms**” shall mean the online customer portal as specifically detailed in Annexure I below.

“**Customer**” refers to an existing customer of BFL who is an Indian citizen and has availed a finance facility from BFL using his/her EMI Card during the Offer Period.

“**Insta EMI Card**” shall mean the BFL Existing Member Identification Card issued to BFL’s customers, sourced through BFL Online Platform as specifically detailed under Annexure I

“**Offer Period**” shall mean the respective periods beginning from 1<sup>st</sup> Oct 2020 until 28<sup>th</sup> Feb 2021.

“**Promotion**” shall mean this promotional program offered by BFL for its Customers during the Offer Period

“**Reward**” refers to the reward/s offered to the Customer(s) under the Promotion, as more specifically detailed under clause 3 below.

“**Wallet**” shall mean the Bajaj-Finserve- Mobikwik Semi-closed loop co-branded wallet application issued by One Mobikwik Systems Private Limited

2. To participate in this Promotion and to be eligible to receive a Reward, the Customer should have mandatorily availed a loan from BFL using a Insta EMI Card during the Offer Period.
3. To be eligible to participate in the Promotion and to be eligible to receive a Reward, the Customer shall have availed the loan from BFL using the Insta EMI Card during the Offer Period, through physical in-store transactions (offline dealers/merchants onboarded with BFL) and the said Promotion shall not be available in case the transaction through Insta EMI Card is concluded on E-commerce partner of BFL, however no such restriction will be applicable for any e-commerce platform of BFL or its affiliates.
4. Under this Promotion, every Customer who fulfills all the criteria specified by BFL, shall be eligible for a cashback Reward. The customer will be eligible for Cash back amount of 10% of loan amount first transaction through Insta EMI Card during the offer Period, provided that said transaction for availing loan form BFL is above INR 10,000 and up to a maximum Reward amount of INR 1,000.
5. The Reward will be applicable only on the 1<sup>st</sup> (*First*) transaction for loan from BFL using the Insta EMI Card, during the Offer Period. In case of multiple transactions/purchases done during the Offer Period, the Reward will be given only for the 1<sup>st</sup> (*First*) successful transaction.
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 Reward/services/rewards for

which such offer cannot be made available for any reason whatsoever. **For the avoidance of doubt, the Promotion will not be available in the state of Tamil Nadu.**

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.
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 cannot be combined with any other offer/discount/promotion of BFL, including the Insta EMI Card offers available at the merchant and/or dealer outlets, unless explicitly permitted by BFL under any other offer/discount/promotion of BFL.
10. The participating and eligible Customers will receive their applicable Reward only upon payment of the first equated monthly installment (“EMI”) payable to BFL in relation to the loan availed under the Promotion. The applicable cashback amount will be credited to Wallet of the Customer
11. Where the Customer has provided any incorrect information at the time of registration for the Promotion or in the loan application, his/her selection will be subject to cancellation at the sole discretion of BFL.
12. In case of default in the payment of any first EMI in relation to the loan availed under the Promotion or cancellation/refund of the qualifying loan/purchase transaction, Customer shall not be eligible to receive a Reward under this Promotion.
13. All applicable taxes, fees and levies (including ‘gift’ tax or tax deducted at source, where applicable) will need to be solely paid by the Customer(s).
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 Insta EMI Card. These terms and conditions shall be in addition to and not in derogation to the terms and conditions prescribed by BFL for the loan and/or Insta EMI Card.
15. Nothing herein amounts as a commitment by BFL to provide further or similar offers.
16. BFL is not a manufacturer/supplier/provider of the Reward availed 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 Reward provided by third parties.
17. Images of the Reward shown on email, BFL’s website or any other advertisement material whatsoever, are for representational purpose only. Notwithstanding anything contained in the Promotion or these terms and conditions, any images, representations 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.
18. The decision of BFL selection committee in selecting the Customers eligible for a Reward will be final and binding on the participating Customers.
19. 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 Reward provided by third parties.

20. Disputes, if any, regarding the Reward purchased by the Customer provided by a third party, under the Promotion must be addressed in writing, by the Customers directly to the merchant/dealer and BFL shall not entertain any communication in this regard.
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 reserves the right to revise these terms, modify or withdraw this Promotion 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.
23. 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 Reward or participation under this Promotion.
24. 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.
25. The Promotion is non-transferable and non-negotiable.
26. 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.
27. 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.
28. 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.

Annexure I

**(BFL Online Platforms)**