Terms and Conditions – SBI Mastercard Debit Card Offer

Frequently Asked Questions

What is the offer?

10% Instant Discount with SBI Mastercard Debit Card on purchase of select products on www.flipkart.com, Flipkart mobile app and Flipkart mobile site.

What is the offer duration?

• Sale Duration: 1st Jun'23 (00:00 hrs) – 7th Jun'23 (23:59 hrs)

What other conditions should apply to avail the offer?

* Minimum Transaction Value and Maximum Discount per card would be applicable as follows:

- Category: Lifestyle
- Minimum Cart Value: INR 2,500
- Maximum Discount per SBI Mastercard Debit Card: INR 750

*Customer can avail a maximum discount of INR 750 per SBI Mastercard Debit Card

*In the event the customer returns any/all products in the order placed during the Offer Period, thereby not maintaining the minimum purchase value, as required to avail the Offer, he/she shall not be eligible for the Offer. Accordingly, the amount availed as a discount under the Offer shall stand deducted from any refund(s) processed for the returned product(s).

*If an order is cancelled, the offer may take up to 24 hours to refresh for the customer to utilize it again.

*Maximum Discount per card is a cumulative savings across all platforms of Flipkart (Flipkart, Quick, etc.)

How do I check if a product is an Eligible Product?

- This offer is applicable on select products in the Lifestyle category
- Offer will be listed on the product page for all eligible products. Please check the offer before making a purchase.

Is the offer applicable on all SBI Debit Cards?

- The offer is applicable on SBI Mastercard Debit Cards only
- The offer is NOT applicable on transactions made through Internet Banking or UPI

Will I get the offer if I pay through Flipkart Gift Card partially?

*Yes, you can avail the offer and the offer will only apply on the amount paid through SBI Mastercard Debit Card against the eligible product(s). Also, this amount should be equal to or more than INR 2,500.

How many times can this offer be applied?

*There is no limit on the number of transactions. However, you can avail up to a maximum discount of INR 750 per SBI Mastercard Debit Card.

TERMS AND CONDITIONS

Preliminary

• This offer ("Offer") is co-sponsored by Thriwe Glocal Pvt. Ltd. ("Thriwe") on behalf of Mastercard International and Flipkart Advanz Private Limited ("Flipkart Advanz") on <u>www.flipkart.com</u>, Flipkart mobile app and Flipkart mobile site (collectively referred to as "Platform"), which Platform is owned and operated by Flipkart Internet Private Limited (Flipkart, We or Our). It is open to all residents of India holding a valid and current SBI Mastercard Debit Card (Cardholder) and to whom a communication is sent by SBI.

- By participating in the Offer (defined below), Cardholder agrees to be bound by:
 - these terms and conditions (T&Cs);

- terms of Use, Privacy Policy and other relevant documentation including any modifications, alterations or updates thereof, that are published on the Platform; and

- all applicable terms and conditions of SBI and Thriwe

Offer Details

• The Validity of the Program (Term) is from 1st June 2023 (00:00 hrs) to 7th June 2023 (23:59 hrs). Please check the product page for offer applicability.

• Under this offer, SBI Mastercard Debit Card holders ('Cardholders') are eligible to get a 10% Instant Discount on select products during the Term, for purchase made/effected on SBI Mastercard Debit Card ('Card'). You are required to check the product page of the product/s you intend to purchase and confirm offer applicability before completing your purchase.

• The offer is applicable at <u>www.flipkart.com</u>, m.flipkart.com & Flipkart mAPP (mobile Application)

• The cardholder can avail the offer for any number of transactions. However, the minimum cart value needs to be INR 2,500 and a maximum discount of INR 750 can be availed per SBI Mastercard Debit Card during the offer duration.

- The offer is applicable across the Lifestyle category, with the exclusion of the following products:
 - Infant milk substitutes, feeding bottles or infant foods.
 - Life Insurance.

Detailed Terms and Conditions:

1.All Cardholders of SBI Mastercard Debit Card are eligible for this Offer.

2. This Offer is NOT applicable on transactions made through Internet Banking or UPI payment option.

3. The Offer is not applicable for Card-on-delivery transactions or orders converted from Cash On Delivery to Prepaid.

4. In case of cancellation of Your order, the transaction will not qualify for the Offer. If you cancel part of Your order, you will qualify for the Offer only on the net amount you pay basis eligibility.

5. Thriwe /Flipkart/Flipkart Advanz reserves the right to disqualify the Cardholder(s) from the benefits of the Offer, if any fraudulent activity is identified as being carried out for availing the benefits under the said Offer or otherwise by use of the Card.

6.Any person availing this Offer shall be deemed to have accepted these terms and conditions.

7.Thriwe, Flipkart Advanz and Flipkart reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary these terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this Offer or not, or to extend or withdraw it altogether.

8.Cardholders are not bound in any way to participate in this Offer. Any participation is voluntary, and the Offer is being made purely on a best effort basis.

9.Nothing herein amounts to a commitment by Thriwe / Flipkart Advanz to conduct further, similar or other offers.

10. The above Offer is by way of a special offer for SBI Mastercard Debit Card holders only and nothing contained herein shall prejudice or affect the terms and conditions of the card agreement and Convert2EMI terms and conditions. The terms of the above schemes shall be in addition to and not in derogation of the terms contained in the terms and conditions of the card agreement and Convert2EMI terms and conditions.

11. The cardholders understand that Flipkart may share their transactional data with Thriwe and Flipkart Advanz for purposes of this Offer and for checking eligibility for their products and services and by participating in this Offer, they expressly consent to this sharing of their data for these purposes.

12. Any query regarding the Offer will be entertained only till 7th July 2023. Post such date, Thriwe, Flipkart Advanz and Flipkart will not entertain any correspondence or communication regarding this Offer from any persons.

13. Thriwe/Flipkart/Flipkart Advanz do not endorse any of the products or brands being offered under the Offer and will not accept any liability pertaining to the quality, merchantability, fitness, delivery or after sales service of such products which shall be at the sole liability to sellers on the Platform.

14.All the existing offers, gifts, discounts etc. that are being offered can be availed by the Card holders as part of this exclusive offer as mentioned in the communication.

15. Pictures of products shown in the communication sent to the customer either through mailers or advertised on the website, are representative only and may not bear a resemblance to the actual products. None of the parties shall under any circumstances be responsible towards the same.

16.Products offered under this Offer are subject to availability from the respective participating merchants/sellers on the Platform and accordingly Thriwe, Flipkart Advanz or Flipkart in no circumstances shall be liable for non-availability of any of the products.

17.Under no circumstances will the Offer/discount being offered under this Offer be settled with cash in lieu by Thriwe or by Flipkart or by Flipkart Advanz.

18.Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer

19. Thriwe and Flipkart Advanz will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by seller(s) on products/services made available by it and the same shall be at the sole risk and consequences of such seller(s) and without reference to Thriwe and Flipkart Advanz.

20. Flipkart, Flipkart Advanz or the seller(s) shall not be liable for any failure by the Thriwe/ Its Clients to honor the transaction and for any technical issues attributable to the Thriwe/ Its Clients because of which the transaction made by the Cardholder was not successful. Thriwe/ Its Clients shall not be liable for any failure by Flipkart, Flipkart Advanz or the seller(s) to honor the transaction or for any technical issues attributable to Flipkart, Flipkart Advanz or the seller(s) because of which the transaction made by the Cardholder was not successful.

21. By participating in this Offer you agree to be bound by these terms and conditions of the Offer, standard terms and conditions, terms of use, privacy policy (as amended from time to time) of the Platform, any other documents as may be applicable while using the Platform and the terms and conditions of the respective seller shall be applicable on the Cardholder.

22. The Cardholder shall indemnify and hold Flipkart, Flipkart Advanz, Thriwe and/ or seller(s) harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorneys fee) that may be suffered by Flipkart, Thriwe and/ or seller as a consequence of (i) violation of these terms and conditions, of the terms of user agreement, privacy policy (subject to change) published on the Platform, by Cardholder; (ii) violation of applicable laws by Cardholder; and (iii) any action or inaction resulting in willful misconduct or negligence on the part of the Cardholder.

23.All government Levies like Sales Tax, TDS, any Local Tax, Octroi etc., shall be payable by the Cardholder as applicable at the time the respective Offer.

24. This Offer shall be subject to all applicable laws, rules and regulations which are in existence and which may be promulgated anytime by any statutory authority.

25. Any disputes arising out of the Offer shall be subject to arbitration by a sole arbitrator to be jointly appointed by Thriwe and Flipkart Advanz for this purpose. The proceedings of the arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at New Delhi for Thriwe and language of arbitration shall be English. The existence of a dispute, if any, shall not constitute a claim against Thriwe.

26.All liability with respect to the products purchased lies with the respective sellers and neither Flipkart Advanz nor Thriwe shall be in any way responsible for the same.

27. This Offer is valid only in India. The minimum age of such a Cardholder shall be 18 years.

28. Further, as required by applicable law, in the event that the Cardholder makes a purchase of an amount equal to or above Rs. 2,00,000, the Cardholder will be required to upload a scanned copy of his/her PAN card on the Platform, within 4 days of making the purchase, failing which, the purchase made by the Cardholder will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted once by the Cardholder, it need not be submitted again. The order of the Cardholder will be cancelled if there is a discrepancy between the name of the Cardholder and the name on the PAN Card.

29. This document is an electronic record in terms of Information Technology Act, 2000, and the Rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures

30. In the event the Flipkart App is downloaded from Apple's App Store, note that Apple's App Store is only an app downloading platform and in no way, shape or form, Apple is responsible/involved for any contest/offer being run on the Flipkart App

31. Thriwe may engage, hire, use the services of agent(s) and/or any third party(ies) for the purpose of providing marketing or sales related services or any other related services in relation to its products on its behalf and the Customer may be required to deal with such agents/third parties/service providers with respect to such product/services.