

## **Terms and Conditions**

### **General Disclaimers**

1. This Offer ('Offer') from SBI Cards and Payment Services Limited (hereinafter referred to as 'SBICPSL') is open to SELECT cardholders holding a valid and current SBI Credit Card ('Cardholder') with no outstanding of more than 30 days, excluding corporate card ('Card').
2. The Offer is applicable on customers who comply or fulfill criterion as determined by SBICPSL.
3. Under this offer, to be eligible for the complimentary E-gift Voucher, the cardholder needs to spend and/or do asked number of transactions within the offer period ('Campaign Duration') in accordance with the instructions/specifications provided in the communication sent through SMS/Email by SBICPSL.
4. If the offer is based on online transactions and/or spends, customers who do any online credit card transactions (in foreign currency) through SBIC Credit card like travel booking, Visa Fee or any other international online transactions will qualify for the offer subject to spending to target amount as communicated in the emailer and/or SMS. All the cumulative online purchases within the offer period may also be clubbed together to avail the offer.
5. What is the offer?
  - Get Myntra voucher worth Rs 1,000 on Online spends between Rs 15,000 and Rs 25,000 in foreign currency during offer period
  - Get Myntra voucher worth Rs 2,000 on Online spends greater than & equal to Rs 25,000 in foreign currency during offer period
  - Offer is valid on any foreign currency on online spends made across the categories & can be done in multiple transactions
  - Cardholder who has received the offer communication are eligible for the offer, if they meet spend criteria of minimum online spends as per communication sent by SBICPSL in any foreign currency as per the condition stated in the offer communication sent to the customer
  - Cross Border spends would be identified basis the Transaction codes (411, 412, 940, 511, 512, 945, 557, 558, 950, 895, 896, 942) and/ or if, Forex fee is levied
  - All the cumulative purchases within the offer period on all cards linked to one account including primary & add-ons may also be clubbed together to avail this offer
6. What are the exclusions to the offer?
  - Any spend done in Indian Rupees is excluded
  - Any other terms as defined in the SBIC communication
  - Any Domestic Transaction & International POS transaction
7. Any qualifying transaction does not include spends on ATM Cash Withdrawal, Easy Bill Pay, Balance Transfer & Encash products of SBICPSL.
8. Forex fee is levied as a conversion mark-up as per respective product feature offering of total international transactions done in foreign currency. Forex fee will be applicable as per SBI credit card feature T&C.
9. Returned purchases/reversals (for all transactions done during or before the offer period), disputed and/or unauthorized/fraudulent transactions, EMI's and fees/charges will not be considered for this offer.
10. Eligible cardholders for an E-gift Voucher, will be communicated a weblink to visit to claim the gift/ E-Voucher.
11. Validations such as OTP based process is mandatory to claim the gift/ E-Voucher.
12. OTP and other communications will happen on registered mobile number and/or email id only.
13. Cardholder to ensure that the registered mobile number is not on NCPR (National Customer Preference Register) list to receive the e-code for redeeming the gift.
14. To Deactivate DND i.e., start getting promotional offer SMS/calls, send an SMS with the message START 1 to 1909.
15. SBICPSL reserves the right to revise/change/modify/discard offers and target construct at any point during the campaign period.

### **Segmented offer - Terms & Conditions**

1. Cardholder to ensure and update latest mobile number and e-mail ID to receive periodic communication related to this offer. In case, the eligible cardholder does not have a valid registered mobile number and/or email address with SBICPSL, the E-gift Voucher code to redeem the gift will not be communicated.
2. Spends on multiple cards cannot be clubbed by the Cardholder for the said offer.
3. Delinquent and blocked Cardholders will not qualify for this Offer
4. For E-gift Voucher offers, eligible cardholders will be communicated a weblink address to claim the gift. The weblink will be communicated to eligible cardholders through SMS and/or email to registered mobile number and/or email address updated with SBICPSL within 90 days from offer end date.
5. E-gift Vouchers will be sent only to those customers who have claimed the gift by visiting the weblink.
6. E-gift Vouchers can be used only once within the validity period.
7. Cardholder to ensure that the redemption of gift is done before expiry. Extension of codes will not be granted under any circumstance.
8. One or more variants (e.g. colors, size) of each item shall be available with vendor, and vendor shall not commit to a specific variant of the particular product being available throughout the validity.
9. E-gift Voucher is applicable only on selected item for which Customer is eligible under the Offer.
10. In items which are available in multiple colors, orders shall be shipped for available colors and shipment of a particular color is not committed.
11. SBICPSL will not be responsible for email bounces, non-delivery of SMSs, wrong email id/mobile number updation or incomplete email id/mobile number updation in the system etc. Email/SMS will be sent to the email id and mobile number as updated in SBICPSL's system.
12. SBICPSL will not be responsible for non-delivery of E-gift Voucher code to redeem gift in case the mobile number is on DND as per regulation.
13. All orders Subject to the Terms of Use & policies of Vendor(s).
14. E-gift Voucher code is valid for a specific product ONLY as communicated by SBICPSL.
15. E-gift Voucher discounts will be applied to the total merchandise value including VAT and other applicable taxes.
16. E-gift Voucher cannot be clubbed with any other promotion/offer running on vendor unless otherwise specified.
17. All orders are subject to stock availability at the time of placing of order at vendor.
18. By placing an order, the customer accepts all terms and conditions specified on the website.

### **Myntra Terms & Conditions**

1. Myntra E- Gift Card is issued by QwikSilver Solutions Pvt. Ltd which is a private limited company incorporated under the laws of India, and is authorized by the Reserve Bank of India ("RBI") to issue such Gift Cards.
2. This E-Gift Card is redeemable only on Myntra marketplace platform.
3. This E - Gift Card cannot be used to purchase other gift cards.
4. Multiple E- Gift Cards can be clubbed in a single order. E -Gift Cards cannot be redeemed for Cash or Credit and cannot be reloaded.
5. This E-Gift Card can be redeemed online against sellers listed on [www.myntra.com](http://www.myntra.com) or Myntra Mobile App only.
6. In cases where the order is cancelled, the E- Gift Card amount shall be refunded to the source E-Gift Card.
7. The balance amount, if any, of the cost of the item being purchased by the Customer, after the discount has been availed, will have to be paid by the Customer at the time of purchase. If the order value exceeds the E - Gift Card amount, the balance must be paid by Credit Card/Debit Card/Internet Banking/Cash on Delivery.

8. Extra VAT may apply in addition to the unit sale price on certain products, but the final inclusive price will not exceed the 'M.R.P
9. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the offer shall be borne solely by the Customer.
10. If the order value is less than the amount of the E - Gift Card, the outstanding balance (after deduction of order value) will reflect under the same E -Gift Card and can be used for subsequent transactions.
11. For individual retail customers E - Gift Cards can be purchased on [www.myntra.com](http://www.myntra.com) or Myntra Mobile App using the following payment modes only - Credit Card, Debit Card and Net Banking.
12. Gift Cards can be redeemed by selecting the payment mode as Gift Card.
13. You are solely responsible for the safety and security of the E -Gift Cards. [myntra.com/QwikCilver](http://myntra.com/QwikCilver) Solutions are not responsible for any acts of omission or commission if Gift Card is lost, stolen or used without permission.
14. Once the E - Gift Card has been sent to the customer, then the customers are bound to protect the E-Gift Card PIN or E -Gift Card number. In the event of any misuse of E -Gift Card due to loss of any such confidential details due to the fault of the purchaser/customer, [myntra.com/ QwikCilver](http://myntra.com) Solutions Pvt. Ltd shall not be held responsible for the same and no refund can be issued against such E -Gift Cards.
15. [Myntra.com/QwikCilver](http://Myntra.com/QwikCilver) Solutions assume no responsibility for the products purchased using the E - Gift Card and any liability thereof is expressly disclaimed. Product warranty shall be regulated by the terms and conditions mentioned on the warranty card of respective products.
16. Validity of E - Gift Card cannot be extended, new E - Gift Card cannot be provided against the expired/unused E - Gift Cards.
17. Qwikcilver/Myntra reserves the right to cancel the E - Gift Card if the same have been found to be purchased with fraudulent means and/or the beneficiary/Know Your Customer ("KYC") details as per RBI Guidelines are found to be incorrect/insufficient. In such cases, the funds shall be credited back to the same source from where these were received.
18. You agree and understand that E - Gift Cards are a pre-paid payment Instrument subjected to regulations by RBI Under the RBI guidelines, Myntra/ QwikCilver Solutions Pvt. Ltd may be required to share KYC details of the purchaser/ redeemer of the Gift Card and/or any other information with relation to the purchase of the Gift Cards and/or transaction undertaken using the Gift Card with RBI or such statutory authorities. Myntra/ QwikCilver Solutions Pvt. Ltd may contact the purchaser/redeemer of the GC for any such information.
19. Myntra along with its sellers reserves the right to change the terms and conditions of the E-Gift Card, including extending.

Note: - For any help on how to use the voucher please call on 080 61561999.

### **Standard Terms & Conditions**

1. SBICPSL shall not be liable in any manner whatsoever or howsoever for any loss or damage or claims that may arise out of or otherwise howsoever from any refusal by vendor to honor this offer for any reason whatsoever.
2. SBICPSL does not hold out any warranty or make any representation of the delivery, quality, merchantability, suitability etc., of the products and/or services offered by vendor and SBICPSL shall not entertain any correspondence in this regard.
3. The products & services offered under this offer are at the sole responsibility of the participating Merchants and at their exclusive costs and consequences. SBICPSL does not endorse, nor recommends the quality, merchantability, fitness for a particular purpose(s), after sale services, warranties etc., of the products and/or services being made available under this offer.
4. 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 an exact resemblance to the actual products. SBICPSL shall under no circumstances be responsible towards the same.
5. Under no circumstance will the offer/discount being offered under this Program be settled with cash in lieu by SBICPSL or by the Vendor.

6. All government Levies like GST , TDS, any Local Tax, etc., shall be payable by the Cardholder as applicable at the time the respective Programs were offered.
7. Any person availing this offer shall be deemed to have accepted these Terms and Conditions.
8. Any query regarding the Offer or any matter related thereof will be entertained only till 60 days post offer end date. SBICPSL will not entertain any correspondence or communication regarding this offer thereafter.
9. This Offer is a standalone Offer and the benefits offered under this Offer cannot be clubbed together and/or in any way be cumulated with any other offer of SBICPSL in any manner or form.
10. Any disputes arising out of this Offer shall be subject to arbitration under the Indian Arbitration and Conciliation Act, 1996 including any statutory amendments carried thereof. Arbitration shall be conducted by a sole arbitrator appointed by SBICPSL for this purpose and the award of the arbitrator shall be final and binding on the cardholder and SBICPSL. The place of arbitration shall be at New Delhi and the language of arbitration shall be English. Existence of a dispute, if any, shall not constitute a claim against SBICPSL. This offer will be governed by and construed in accordance with Indian law.
11. In case of any dispute, decision of SBICPSL shall be final and binding.
12. If any term of this offer is held by a court of competent jurisdiction to be invalid or unenforceable, then this offer, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
13. Cardholders are not bound in any way to participate in the Offer. Any such participation is voluntary and the same is being made available purely on a 'best effort basis'.
14. SBICPSL reserves the right to modify or change any of the terms and conditions applicable to the Offer or cancel the partial or entire offer at its sole discretion without prior notice.
15. SBICPSL 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.