

## **OFFER TERMS AND CONDITIONS**

1. This Marketing Program (“Program”) is offered by SBI Card & Payment Services Ltd. (formerly known as “SBI Card & Payment Services Private Ltd.”) (“SBICPSL”) under an arrangement with Flipkart Advanz Private Limited (“Flipkart”) on [www.flipkart.com](http://www.flipkart.com), Flipkart mobile app and Flipkart mobile site (collectively referred to as “Platform”), which Platform is owned and operated by Flipkart Internet Private Limited. It is open to all legal residents of India holding a valid and current SBI/Tata Credit Card (“Cardholder”) and to whom a communication is sent by SBICPSL and/or Flipkart.
2. The Validity of the Program (“Term”) is from 12-Oct-2019 (00:00hrs) till 16-Oct-2019(23:59 hrs) unless extended by SBICPSL and Flipkart by mutual consent in writing for a further period “additional term”. For Flipkart Plus members, sale will begin from 20:00 Hrs, 11-Oct-2019 to 23:59 Hours, 16-Oct-2019. On Flights, sale will begin from 13-Oct-2019 (00:00hrs) till 16-Oct-2019(23:59 hrs)
3. All SBI/Tata Credit Cardholders excluding SBI/Tata Corporate Credit Card with no payment outstanding of more than 30 days are covered under this Program.
4. Offer details:
  - i. Eligible cardholders can avail 10% instant discount on [www.flipkart.com](http://www.flipkart.com), Flipkart Mobile App, Flipkart Lite Platform
  - ii. Net cart value, i.e. total cart value of eligible products, should be equal to or more than INR 3,000
  - iii. Maximum discount per card is INR 1,750
  - iv. In order to avail the offer on Flights, customer must enter the promo code 'FLYSBI'.
  - v. In case a customer makes partial payment through Flipkart Gift Card, offer will apply only on the net amount paid using the Card. Also, this amount should be equal to or more than Rs. 3,000.
  - vi. The Offer is not applicable on
    - a. Infant milk substitutes, feeding bottles or infant foods.
    - b. Flipkart Gift Vouchers
    - c. Recharges
    - d. GOQii Fitness smart band/Tracker
    - e. Select Mobiles, please check the product page for offer applicability
    - f. Hotels & Buses
5. This Offer is also valid on EMI transactions on SBI credit card. 14% Rate of interest applicable on monthly reducing balance for EMI transactions on SBI Credit Card.
6. For Eligible Products, Cardholder is required to check the product page of the product/s Cardholder intends to purchase and confirm Offer applicability before completing the purchase on the Platform.
7. Offer will NOT apply on payments made from SBI Credit Cards via PhonePe payment option
8. In case of cancellation of order, 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
9. This program is not valid on Card on Delivery transactions

### **Other Terms and Conditions:**

1. The above Offer is by way of a special offer for SBI/Tata Credit Cardholders only excluding SBI/Tata Corporate Credit Cardholders and nothing contained herein shall prejudice or affect the terms and conditions of the card member agreement between SBI Card and their Clients. The

terms of the above Program shall be in addition to and not in derogation of the terms contained in the card member agreement.

2. Any query regarding the Offer will be entertained only till the Offer Term. Post such dates, SBICPSL & Flipkart will not entertain any correspondence or communication regarding this Program from any persons.
3. SBICPSL does not endorse any of the products or brands being offered under the Program 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 Flipkart
4. All the existing offers, gifts, discounts etc. that are being offered can be availed by the Cardholders as part of this exclusive offer as mentioned in the communication.
5. 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.
6. Discounts provided under the offer cannot be clubbed with any other offer or discount extended by Flipkart as part of any other arrangement.
7. Under no circumstance will the instant discount being offered under this Program be settled with cash in lieu by SBICPSL or by Flipkart.
8. Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer.
9. SBICPSL will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by Flipkart on products/services made available by it and the same shall be at the sole risk and consequences of Flipkart and without reference to SBICPSL.
10. All government Levies like GST, Sales Tax, TDS, any Local Tax, Octroi etc., shall be payable by the Cardholder as applicable at the time the respective Programs were offered.
11. 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.
12. SBICPSL 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 the purpose of availing the benefits under the said Offer or otherwise by use of the Card subject to intimation to Flipkart of such disqualification.
13. Any person availing this Offer shall be deemed to have accepted these terms and conditions.
14. SBICPSL and Flipkart reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary all of 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.
15. Delinquent and over-limit SBI/Tata credit card members will not qualify for this Offer.
16. Cardholders are not bound in anyway to participate in the Programs. Any such participation is voluntary and the same is being made purely on a "best effort basis".
17. Nothing herein amounts to a commitment by SBICPSL to conduct further, similar or other Offers.
18. Any disputes arising out of the Offer shall be subject to arbitration by a sole arbitrator to be appointed by SBICPSL 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 SBICPSL and language of arbitration shall be English. The existence of a dispute, if any, shall not constitute a claim against SBICPSL.
19. 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.

