

### **OFFER TERMS AND CONDITIONS:**

1. This Marketing Program ("**Program**") is offered by SBI Card & Payment Services Ltd. ("**SBICPSL**") under an arrangement with Malabar Gold & Diamonds ("**Malabar**"). 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 Malabar .
2. The Validity of the Program ("**Term**") is 22<sup>nd</sup> – 26<sup>th</sup> April 2020 unless extended by SBICPSL and Malabar by mutual consent in writing for a further period "**additional term**".
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 applicable only on above mentioned program term
5. Under this Program, cardholder can avail:
  - a. 5% cashback at jewelry on malabargoldanddiamonds.com
  - b. Minimum transaction Amount : Rs 15000
  - c. Max cashback to be availed : Rs 1250 per card account
  - d. For discounts on products & on making charges by Malabar (if any), please refer to the website [www.malabargoldanddiamonds.com](http://www.malabargoldanddiamonds.com) . Discounts on product & on making charge is being provided by Malabar as per their terms & conditions & not by SBICPSL.
6. Product delivery at delivery address would be done by Malabar post the lockdown ends as per government notification
7. In case of full cancellation/return of your order, transaction will not qualify for the Offer under this program. If you cancel a part of your order, you will qualify for the Offer only on the net amount you pay on the basis eligibility and meeting minimum transaction amount.
8. If customer wants to cancel the order before dispatch, a cancellation fees of 3% will be applicable and remaining amount will be refunded back to customer as per refund policy of Malabar
9. Cashback for eligible transactions would be posted on the 25<sup>th</sup> July, 2020

### **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 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 program will be entertained only till 25.8.2020. Post such date, SBICPSL & Malabar will not entertain any correspondence or communication in any manner whatsoever 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 direct liability pertaining to the quality, merchantability, fitness, delivery or after sales service of such products which shall be at the sole liability to Malabar.
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 this communication.

5. Pictures of products shown in the communication sent to the customer either through mailers or advertised on the website, are representative and for illustration purpose 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. Products offered under this program are subject to availability from the respective participating merchants/sellers of Malabar and accordingly SBICPSL in no circumstances shall be liable for non-availability of any of the products. Malabar reserve the right to cancel the orders in the event of non availability of the selected items. In the event of cancellation of the items due to non-availability after making payment by the customer, the refund will be processed as per the refund policy of Malabar.
7. Under no circumstances will the offer being offered under this Program be settled with cash in lieu by SBICPSL or by Malabar.
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 Malabar on products/services made available by it and the same shall be at the sole risk and consequences of Malabar and without reference to SBICPSL.
10. 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 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 Malabar of such disqualification.
13. Any person availing this Offer shall be deemed to have accepted these terms and conditions.
14. SBICPSL and Malabar 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 withdraw or 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 SBI/Tata credit card members will not qualify for this Offer.
16. 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.
17. Nothing herein amounts to a commitment by SBICPSL or Malabar to conduct further, similar or other Offers.
18. Any disputes arising out of the Offer between SBICPSL and Cardholder 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 and amendment thereof. The place of arbitration shall be at New Delhi, India and language of arbitration shall be English. The existence of a dispute, if any, shall not constitute a claim against SBICPSL or Malabar or any of its affiliates.