

## Terms & Conditions

1. This Marketing Program ("Offer") is offered by **SBI Card & Payment Services Ltd.** ("SBICPSL") under an arrangement with **COSMOS Mall, SILIGURI** ("Partner").
2. It is open to all legal residents of India holding a valid and current SBI/Tata Credit Card excluding SBI/Tata Corporate Credit Card, SBI Paytm Cobrand Card, Cashback Card and UPI Transactions on RuPay Card ("Cardholder")
3. The Validity of the Offer ("Offer Term") is from **02.10.2024** (00:00 hrs) expiring on **31.10.2024** (23:59 hrs), (both days including) unless extended by SBICPSL and Partner by mutual consent in writing for a further period "additional term".
4. All SBI/Tata Credit Cardholders are covered under the Program, however, SBI / TATA Corporate Cardholders as well as Paytm SBI Credit Cardholders will not be able to avail the Offer; further any SBI/TATA Credit Cardholders who are having a payment outstanding of more than 30 days will not be able to avail the Offer.
5. Under this program cardholder can avail:
  - a. 5% Cashback on minimum spends worth **INR 10,000** or greater at participating outlets of **COSMOS Mall, SILIGURI** (mentioned on [www.sbicard.com](http://www.sbicard.com)) using SBI Credit card, during the program term
  - b. Maximum cashback per card account is capped to **INR 2,000**, during the program term
  - c. The total spends will be calculated cumulatively on shopping across any or all participating outlets of COSMOS Mall, SILIGURI
  - d. Offer is also applicable on **EMI transactions** opted for at the time of purchase/transaction. Applicable rate of interest and processing fee will apply. In addition to these terms and conditions, Merchant EMI T&Cs will also be applicable.  
For details, pls check <https://www.sbicard.com/en/offer-terms-conditions.page>
6. Delinquent and blocked SBI/Tata Cardholders will not qualify for this Offer.
7. Cashback for eligible transactions would be posted by **06.02.2025**.
8. 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 subject to offer terms and conditions.

### 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 SBICPSL and their Cardholders. The terms of the above Program shall be in addition to and not in derogation of the terms contained in the card member agreement., Merchant EMI Terms and Conditions and Rewards Terms & Conditions.
2. Cashback will be posted only for those transactions where Merchant ID/Terminal ID is available with SBI Card. For transactions where Merchant ID/Terminal ID is not available with SBI Card (has not been provided by partner/merchant), cashback posting will be done within 7 days of receiving the cardholder request.
3. As per Rewards Terms & Conditions, Reward points accrued on offer eligible transactions will be forfeited. Reward points will be forfeited for all transactions done during offer period and considered for Offer computation. At the time of forfeiture in case the Cardholder has inadequate Reward Point balance, then an amount equivalent to Reward Points to be Forfeited will be debited from the Cardholder's account. Effective offers launched from 01 December 2023, reward points forfeiture will be done within 90 days of Cashback posting date for Cashback offers.
4. 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.
5. The SBI Cardholder will be eligible for only one SBI Card offer on a particular eligible transaction, whichever is better, in a scenario where the purchase may be covered under different cashback offers.
6. Any query regarding the program will be entertained only till **Oct 31, 2024** & queries regarding the cashback will be entertained till **Mar 06, 2025** Post such date, SBICPSL & Partner will not entertain any correspondence or communication in any manner whatsoever regarding this Program from any persons.

7. 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 of the Partner.
8. All the existing offers, discounts etc. on select/all products or services that are being offered by partner can be availed by the Cardholders as part of this offer as mentioned in this communication.
9. The exclusive offers/discounts under this Program cannot be clubbed with any other offer or discount extended by the participating brands as part of any other arrangement.
10. All the existing offers, gifts, discounts etc., that are being offered can be availed by the SBI Cardholders apart of this exclusive offer as mentioned in the communication.
11. Pictures of products shown in the communication sent to the customer either through mailers, push notifications, social media channels, statements or advertised on the website/mobile app, 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.
12. Products/services offered under this program are subject to availability from the respective participating merchants/sellers of Partner and accordingly SBICPSL in no circumstances shall be liable for non-availability of any of the products/services.
13. Offer is subject to availability of products and available at the sole discretion of respective participating merchant outlets.
14. Under no circumstances will the offer/cashback being offered under this Program be settled with cash in lieu by SBICPSL or by Partner.
15. Returned transactions, disputed transactions (closed in customer favour) or unauthorized/fraudulent transactions will not be considered for the Offer.
16. SBICPSL will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by Partner/Partner's sellers on products/services made available by it and the same shall be at the sole risk and consequences of Partner/Partner's sellers and without reference to SBICPSL.
17. The above Offer is by way of a special offer for SBI/Tata Credit Cardholders only excluding SBI/Tata Corporate Credit Card and Paytm SBI 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.
18. 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.
19. 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 was offered
20. 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 Partner of such disqualification.
21. Any person availing this Offer shall be deemed to have accepted these terms and conditions. SBICPSL and Partner reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary all or some 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.
22. 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.
23. Nothing herein amounts to a commitment by SBICPSL to conduct further, similar or other Offers.
24. 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 Seat & Venue 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 Partner or any of its affiliates.
25. 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.
26. These terms & conditions shall be governed and interpreted as per the laws of India and any dispute relating to these terms & conditions shall be subjected to exclusive jurisdiction of the courts of Delhi.