#### FREQUENTLY ASKED QUESTIONS

1. What is the offer?

10% Instant Discount with Mastercard Debit/ATM Cards & Credit Cards. Maximum discount is Rs. 100 per transaction. Applies for the first transaction only.

2. Who is eligible for the offer?

Flipkart customers who have used only COD as payment method in the past 1 year are eligible New users who have never purchased before on Flipkart would be eligible for the offer.

3. What is the duration of the offer?

The offer starts from 28th September, 2018. The offer will available till the time Mastercard or Flipkart deem appropriate. The offer may be removed at the discretion of Mastercard/Flipkart.

4. What other conditions should apply to avail the offer?

No minimum cart value.

Offer is applicable across all categories. However, the offer will not apply on purchase of select products. Please check if the offer is listed on the product page, before making the purchase. For complete list of exclusions, please refer to the detailed Terms and Conditions. This Offer is NOT applicable on EMI transactions (be it Mastercard Credit, Debit/ATM card or Prepaid Card). Offer is NOT applicable on transactions made through Internet Banking

- Will I be eligible for 2 transactions if I use 2 different Mastercard Cards? No, the user will be eligible for only 1 transaction.
- My card has been used before by another user on Flipkart. Will I be eligible for the offer? No, the offer will not be valid in such a case.
- Will I be eligible for 2 transactions if I use the same card for 2 accounts? No, only 1 transaction is eligible on any single Mastercard Card.
- Will I get the offer if I pay using a Mastercard Bank Debit/ATM Card or Credit Card via PhonePe?
   No, offer will NOT apply on payments made from Mastercard Debit/ATM Cards and Credit Cards via PhonePe payment option
- Will I get the offer if I pay through Flipkart Gift Card partially?
   Yes, you can avail the offer. In this case, offer will only apply on the amount paid through Mastercard Debit/ATM or Credit Cards against the eligible product(s).
- Can I buy a Flipkart Gift Card with the offer?
   No, the offer will NOT be applicable for purchase of a Flipkart Gift Card.
- Is the offer applicable on Card on Delivery transactions?
   No, the offer is not eligible on Card on Delivery transactions.

# **TERMS AND CONDITIONS**

### Preliminary

- This offer (Offer) is being run on behalf of Mastercard on <u>www.flipkart.com</u>, Flipkart mobile app and Flipkart mobile site (collectively 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 Mastercard Credit, Debit/ATM, Prepaid Cards (Cardholder and Card).
- 2. By participating in the Offer (defined below), Cardholder agrees to be bound by
  - a. The Terms of Use, Privacy Policy and other relevant documentation including any modifications alterations or updates thereof, that are published on the Platform;
  - b. All applicable terms and conditions of Mastercard.

## **Offer Details**

- Under this Offer, Cardholders will get a 10% instant discount, maximum INR 100 ("Discount") on the purchase of select products sold on the Platform, except the excluded products/ categories called out in these T and Cs ("Eligible Products"), during the Offer Period, using their Card ("Offer"). Cardholders are required to check the product page and the Offer applicability on the Eligible Products before completing their purchases
- 2. Offer is NOT applicable on EMI Transactions on Cards, Net Banking, PhonePe.
- 3. Offer is valid for the following customers (a) new customers who have never purchased on the Platform before, or/and (b) customers who have used only COD as payment method in the past 1 year are eligible
- 4. Offer is valid for first transaction per user/customer.
- 5. Offer is valid for first transactions per Card.
- The discount will be applied to the Net Cart Value ("NCV"). NCV shall mean the total value of only the Eligible Product/s in the cart after all applicable discounts and exchange offer redemptions.
- 7. The Offer is applicable across all categories, with the exclusion of the following products
  - Flipkart Gift Vouchers
  - Baby Foods, Bottles & Products
  - Samsung Galaxy S9 (Midnight Black 64 GB) (4 GB RAM)
  - Samsung Galaxy S9 (Coral Blue 64 GB) (4 GB RAM)
  - Samsung Galaxy S9 (Lilac Purple 64 GB) (4 GB RAM)
  - Samsung Galaxy S9 (Midnight Black 256 GB) (4 GB RAM)
  - Samsung Galaxy S9 Plus (Midnight Black 64 GB) (6 GB RAM)
  - Samsung Galaxy S9 Plus (Coral Blue 64 GB) (6 GB RAM)
  - Samsung Galaxy S9 Plus (Lilac Purple 64 GB) (6 GB RAM)
  - Samsung Galaxy S9 (Coral Blue 128 GB) (4 GB RAM)
  - Samsung Galaxy S9 (Lilac Purple 128 GB) (4 GB RAM)
  - Samsung Galaxy S9 (Midnight Black 128 GB) (4 GB RAM)
  - Samsung Galaxy S9 Plus (Lilac Purple 128 GB) (6 GB RAM)
  - Samsung Galaxy S9 Plus (Midnight Black 128 GB) (6 GB RAM)
  - Samsung Galaxy S9 Plus (Coral Blue 128 GB) (6 GB RAM)

- Galaxy S9 Plus Sunrise Gold 128 GB
- Samsung Galaxy S8 Plus (Midnight Black 64 GB) (4 GB RAM)
- Samsung Galaxy S8 Plus (Coral Blue 64 GB) (4 GB RAM)
- Samsung Galaxy S8 Plus (Maple Gold 64 GB) (4 GB RAM)
- Samsung Galaxy S8 Plus (Orchid Grey 64 GB) (4 GB RAM)
- Samsung Galaxy S8 (Midnight Black 64 GB) (4 GB RAM)
- Samsung Galaxy S8 (Maple Gold 64 GB) (4 GB RAM)
- Samsung Galaxy S8 (Orchid Grey 64 GB) (4 GB RAM)
- Samsung Galaxy S8 (Burgundy 64 GB) (4 GB RAM)
- Samsung Galaxy S7 (Gold Platinum 32 GB) (4 GB RAM)
- Samsung Galaxy S7 (Silver Titanium 32 GB) (4 GB RAM)
- Samsung Galaxy S7 (Black Onyx 32 GB) (4 GB RAM)
- Samsung Galaxy S7 Edge (Gold Platinum 32 GB) (4 GB RAM)
- Samsung Galaxy S7 Edge (Silver Titanium 32 GB) (4 GB RAM)
- Samsung Galaxy S7 Edge (Pink Gold 32 GB) (4 GB RAM)
- Samsung Galaxy S7 Edge (Blue Coral 32 GB) (4 GB RAM)
- Samsung Galaxy S7 Edge (Black Onyx 32 GB) (4 GB RAM)
- Samsung Galaxy C7 Pro (Navy Blue 64 GB) (4 GB RAM)
- Samsung Galaxy C7 Pro (Gold 64 GB) (4 GB RAM)
- Samsung J8 Gold
- Samsung J8 Blue
- Samsung J8 Black
- Samsung J7 Max (Gold 32 GB) (4 GB RAM)
- Samsung J7 Max (Black 32 GB) (4 GB RAM)
- Samsung J6 4 GB Blue
- Samsung J6 4 GB Black
- Samsung J6 4 GB Gold
- Samsung J6 4 GB Black
- Samsung J7 Duo Black
- Samsung J7 Duo Gold
- Samsung J7 Duo Blue
- Samsung Galaxy J7 Pro (Gold 64 GB) (3 GB RAM)
- Samsung Galaxy J7 Pro (Black 64 GB) (3 GB RAM)
- Samsung Galaxy J7 Nxt (Black 32 GB) (3 GB RAM)
- Samsung Galaxy J7 Nxt (Gold 32 GB) (3 GB RAM)
- Samsung Galaxy J7 Nxt (Gold 16 GB) (2 GB RAM)
- Samsung Galaxy J7 Nxt (Black 16 GB) (2 GB RAM)
- Samsung Galaxy J7 Prime (Gold 32 GB) (3 GB RAM)
- Samsung Galaxy J7 Prime (Black 32 GB) (3 GB RAM)
- Samsung Galaxy J5 Prime (Gold 32 GB) (3 GB RAM)
- Samsung Galaxy J5 Prime (Black 32 GB) (3 GB RAM)

- Samsung Galaxy J7 Prime 2 (Black 32 GB) (3 GB RAM)
- Samsung Galaxy J7 Prime 2 (Gold 32 GB) (3 GB RAM)
- Samsung Galaxy On Max (Black 32 GB) (4 GB RAM)
- Samsung Galaxy On Max (Gold 32 GB) (4 GB RAM)
- Samsung Galaxy On Nxt (Gold 64 GB) (3 GB RAM)
- Samsung Galaxy On Nxt (Black 64 GB) (3 GB RAM)
- Samsung Galaxy On Nxt (Gold 16 GB) (3 GB RAM)
- Samsung Galaxy On Nxt (Black 16 GB) (3 GB RAM)
- Samsung J6 3 GB Black
- Samsung J6 3 GB Gold
- Samsung J6 3 GB Blue
- Galaxy On6 Blue
- Galaxy On6 Black
- Samsung J4 2018 Blue 2 GB 16 GB
- Samsung J4 2018 Black 2 GB 16 GB
- Samsung J4 2018 Gold 2GB 16 GB
- Samsung J4 32 GB Blue
- Samsung J4 32 GB Black
- Samsung J4 32 GB Gold
- Galaxy A6 Blue 64 GB
- Galaxy A6 Gold 64 GB
- Galaxy A6 Black 64 GB
- Galaxy A6+ Blue 64 GB
- Galaxy A6+ Gold 64 GB
- Galaxy A6+ Black 64 GB
- Samsung On 8 Blue
- Samsung On 8 Black
- Galaxy Note 9 8 GB 512 GB Black
- Galaxy Note 9 8 GB 512 GB Blue
- Galaxy Note 9 8 GB 512 GB Purple
- Galaxy Note 9 6 GB 128 GB Black
- Galaxy Note 9 8 GB 512 GB Brown
- Galaxy Note 9 8 GB 512 GB Grey
- Galaxy Note 9 6 GB 128 GB Purple
- Galaxy Note 9 6 GB 128 GB Blue
- Galaxy Note 9 6 GB 128 GB Grey
- Galaxy Note 9 6 GB 128 GB Brown
- Samsung J2 Core (Blue, 8 GB)
- Samsung J2 Core (Gold, 8 GB)
- Samsung J2 Core (Black, 8 GB)
- Galaxy J2 2017 Gold

- Galaxy J2 2017 Black
- Galaxy J2 Pro Gold
- Galaxy J2 Pro Black
- Galaxy J2 Pro Silver
- Galaxy C9 Pro Gold
- Galaxy C9 Pro Black
- Samsung J2 2018 Gold
- Samsung J2 2018 Pink
- Samsung J2 2018 Black
- Galaxy A6 Blue 32 GB
- Galaxy A6 Gold 32 GB
- Galaxy A6 Black 32 GB
- Samsung J2 Core (Black, 8 GB)
- Samsung S9 Plus Sunrise Gold 128 GB
- Samsung S8 Plus Black 6GB 128 GB (Only 1 color is available)
- Samsung ON5 Gold
- Samsung ON5 Black
- Samsung On NXT 32 GB Gold
- Samsung On NXT 32 GB Black
- Samsung J3 Pro Gold
- Samsung J3 Pro Black
- Samsung J3 Pro White
- S8 Plus Black 6GB 128 GB (Only 1 color is available)
- Samsung On7
- 8. In case partial payment is made through Flipkart Gift Card, Offer will apply only on the amount paid through the Card against the purchase of Eligible Products.

## **Other Terms and Conditions**

- 1. This Offer is NOT applicable on transactions made through Internet Banking/ PhonePe payment option.
- 2. The Offer is not applicable for Card-on-delivery transactions.
- 3. In case of cancellation of your 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.
- 4. Mastercard 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.
- 5. Any person availing this Offer shall be deemed to have accepted these terms and conditions.
- 6. Mastercard 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.
- 7. 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.

- 8. Nothing herein amounts to a commitment by Mastercard to conduct further, similar or other offers.
- Any query regarding the program will be entertained only till offer lasts. Post such date, Mastercard and Flipkart will not entertain any correspondence or communication regarding this Program from any persons.
- 10. The Offer is a special offer for Mastercard Credit & Debit/ATM Card holders only and nothing contained herein shall prejudice or affect the terms and conditions of the card member agreement. The terms of the Offer shall be in addition to and not in derogation of the terms contained in the card member agreement.
- 11. Mastercard does 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.
- 12. All the existing offers, gifts, discounts etc. that are being offered can be availed by the Cardholders as part of the Offer as mentioned in the communication.
- 13. 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.
- Products offered under this program are subject to availability from the respective participating merchants/sellers on the Platform and accordingly Mastercard or Flipkart in no circumstances shall be liable for non-availability of any of the products.
- 15. Under no circumstance will the Discount being offered under this Offer be settled with cash in lieu by Mastercard or by Flipkart.
- 16. Returned transactions, disputed or unauthorized /fraudulent transactions will not be considered for the Offer
- 17. Mastercard 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 Mastercard.
- 18. 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 (subject to change) of the Platform and the terms and conditions of respective seller shall be applicable on the Cardholder.
- 19. The Cardholder shall indemnify and hold Flipkart, Mastercard 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, Mastercard 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 wilful misconduct or negligence on the part of the Cardholder.
- 20. All government Levies like GST, TDS, any Local Tax, Octroi etc., shall be payable by the Cardholder as applicable at the time the respective Offer.
- 21. 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.
- 22. Any disputes arising out of the Offer shall be subject to arbitration by a sole arbitrator to be appointed by Flipkart 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 Mumbai for Mastercard and language of arbitration shall be English. The existence of a dispute, if any, shall not constitute a claim against Mastercard.

- 23. All liability with respect to the products purchased on the Platform lies with the respective sellers and neither Flipkart nor Mastercard shall be in any way responsible for the same.
- 24. This Offer is valid only in India. The minimum age of such Cardholder shall be 18 years.
- 25. 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.
- 26. 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.
- 27. This offer cannot be clubbed with any other offer of Flipkart.
- 28. Flipkart and Mastercard are the sole authorities for interpretation of these terms.
- In no event the entire liability of Flipkart and Mastercard under this Offer shall exceed the amount of promotional discount under this Offer.
- 30. Flipkart and Mastercard shall not be liable to for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with the Offer.
- 31. Mastercard and its directors, officers, employees and agents shall not be liable to the customers receiving the benefits under the offer or any other person for any deficiency, delay, omission, default or failure in delivery of the benefits of the Offer or any related matter by any person.
- 32. the failure of any electronic communications in relation to delivery and/or receipt of communication, postings and other notifications whatsoever; and
- 33. any entry, posting, notification or correspondence that is lost, late, misdirected, intercepted, undelivered, rejected, blocked, deleted or otherwise not received for any reason whatsoever, as the case may be.
- 34. Under no circumstances shall the inclusion of:
  (i) any reward offered/related benefits under the Offer;
  (ii) any promotion, offer, product or service offered under the Offer or related to, be construed as an endorsement or recommendation of such benefit or product or service under the Offer by Mastercard.
- 35. No representation or warranty of any kind is given by Mastercard, and there is no responsibility or liability of Mastercard as to the benefits offered under the Offer and all liability of any kind whatsoever is excluded to the fullest extent permissible by applicable law.
- 36. All risks associated with the use or benefits of the Offer are borne by the customers receiving the benefits under the Offer.
- 37. To the fullest extent permitted by applicable law, You shall not have any claim whatsoever against any member of the Mastercard and their respective directors, officers, employees and agents in respect of any action, proceeding, judgment, damage or loss (including, without limitation, incidental, punitive, consequential, special, direct or indirect damages, loss of profits, loss of business, loss of business opportunity or economic loss), expense, injury (including, without limitation, death or personal injury),

damage to property or liability suffered or incurred by the participant or any other person arising from or in connection with:

- a. such participant's participation in the Offer;
- the collection, receipt, redemption, use or misuse of any benefits or any component or thereof by such participant and/or any other person;
- 38. Mastercard and their respective directors, officers, employees and agents shall not, to the fullest extent permissible by applicable law, be liable in any way whatsoever in respect of any of the following:-
  - any reward or any component or item thereof that is damaged, defaced, illegible, lost, stolen or otherwise not used;
  - b. (ii) inaccurate information provided by the participant, howsoever caused;
  - c. (iii) the suspension, cancellation or termination of the Offer for any reason whatsoever;
  - d. (iv) virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention in any part of the entry process, or the operation or administration of the Offer;
  - e. (v) technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;
  - f. (vi) any action, proceeding, judgment, liability, loss, injury, claim or damage (including, but not limited to, incidental, punitive, consequential, special, direct or indirect damages or losses, loss of profits, loss of business, loss of business opportunity, economic loss), expense, death and personal injury incurred or suffered by any participant or any other person which may be caused, directly or indirectly, in whole or in part, from (i) any participation in the Offer; (ii) the collection, receipt, redemption, use or misuse of any benefits or any component or item thereof
- 39. Mastercard accepts no responsibility for any tax implications that may arise from any benefit or any component or item thereof or the claiming, redemption and use thereof. Any tax filing obligation or any tax, rates or fee payment due to any authority as a result of the participation in the Offer by a participant or the collection, redemption, receipt or use of any benefit or any component or item thereof remains the sole responsibility of the customer receiving such benefits thereof. It is the responsibility of each customer receiving such benefit to seek independent advice on the possible implications this may have on his/her own financial situation.
- 40. If any of the provisions of these terms and conditions becomes or is invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and such invalid, illegal or unenforceable provisions shall be deemed severed from these terms and conditions and Mastercard and Flipkart shall be entitled to replace such severed provisions with such other provisions as they may deem fit.
- 41. For purposes of the above, "Mastercard" refer collectively to the group of subsidiaries, affiliates, holding companies, associated entities, whether incorporated or not as well as agencies of Mastercard India Services Pvt. Ltd.;