

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'), 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 gift/product, 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. Transactions done on Dining category at any domestic outlets or eateries or restaurants (not applicable on online transactions) on any of below Merchant category codes (MCCs) will be considered as eligible spends under the offer. MCCs are defined by respective card networks.

Category	MCC Codes
Dining/ Restaurants	5811, 5812, 5813 & 5814

5. Any other transaction apart from categories mentioned above will not be considered as qualifying transaction.
6. 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.
7. Eligible cardholders for an E-gift Voucher, will be communicated a weblink to visit to claim the gift.
8. Validations such as OTP based process is mandatory to claim the gift.
9. OTP and other communications will happen on registered mobile number and/or email id only.
10. 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.
11. To Deactivate DND i.e. start getting promotional offer SMS/calls, send an SMS with the message START 1 to 1909.
12. 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.

Zomato Terms & Conditions

1. Zomato gift cards (each a "Gift Card") are issued by Pinelabs Private Limited ("Pinelabs"), a private limited company incorporated under the laws of India, and is authorized by the Reserve Bank of India ('RBI') under the Master Directions on Prepaid Payment Instruments ("PPI Master Directions") to issue gift cards with Zomato Limited ("Zomato") as the co-branding partner.
2. By purchasing the Gift Card on the Zomato Platform (as defined below), using or redeeming a Gift Card, the User is agreeing to accept and to be bound by these terms and conditions, as updated or modified from time to time.
3. The Gift Card bears a 16-digit electronic PPI number along with a 6-digit pin.
4. The Gift Cards can be redeemed towards the purchase of eligible products only on the Zomato website and mobile application ("Zomato Platform").
5. Once the Gift Card is purchased, the User cannot cancel it, return it, seek a refund for it or redeem the Gift Card for cash or credit, except where required by applicable laws.
6. As a pre-requisite to redeeming the Gift Card, the User will be required to add the value stored on this Gift Card into their valid account on the Zomato Platform ("Zomato Account"). The loading of the Gift Card onto the Zomato Platform shall constitute a registration of the User with Pinelabs.
7. The balance in the Zomato Account shall be deducted when the User makes purchases on the Platform.
8. The Gift Card can be combined with promotional codes and with other digital payment options, at Zomato's or its affiliate's discretion.
9. The Gift Card cannot be used to purchase other gift cards.
10. The Gift Card cannot be reloaded or redeemed for cash.
11. The unused Gift Card balances associated with a Zomato Account cannot be transferred to another Zomato Account.
12. The Gift Cards may only be purchased in denominations ranging from INR 100 to INR 10,000, or such other limits as Pinelabs/Zomato may determine.
13. In case of multiple Gift Cards being loaded to a User's Zomato Account, the Gift Cards having the earliest expiration date will be applied to the User's purchases on the Platform first.
14. There is no fee or other charges associated with the Gift Card purchase on the Zomato Platform.
15. No interest will be payable by Pinelabs on any Gift Card or Gift Card balance.
16. The Gift Card is valid for a period of 4 (four) years from the date of activation of the Gift Card.
17. The Gift Cards are normally delivered instantly. However, there may be delays in the system upto seventy-two (72) hours.
18. Credit and debit cards issued outside India cannot be used to purchase a Gift Card.

19. Gift Card usage information shall be available on Zomato Platform to the User.
20. While redeeming the Gift Cards, if the User's purchase on the Zomato Platform exceeds the balance in the User Zomato Account, the remaining amount must be paid by the User through credit card, net banking, debit card or other digital payment methods available on the Platform.
21. The User agrees and understands that the Gift Card is a prepaid payment instrument regulated by the RBI. Under the applicable laws, Zomato / Pinelabs may be required to share the details of the Gift Card purchaser/ redeemer and/or any other information in relation to the redemption of the Gift Cards and/or transaction undertaken using the Gift Cards, with RBI or other governmental/ statutory authorities. Zomato/ Pinelabs may contact the purchaser/ redeemer (as the case may be) of the Gift Cards for any such information. By registering the Zomato Gift Cards, the User explicitly gives their permission for the usage of their personal information to comply with RBI guidelines and regulations.
22. The User agrees to provide truthful and accurate information during the purchase of Gift Cards. Zomato may contact the User for further information and documents from the User to comply with KYC and anti-money laundering guidelines issued by RBI from time to time.
23. Zomato reserves the right to change the Gift Cards terms and conditions from time to time at its discretion and without prior notice to the User.
24. If the Gift Card is non-functional, the User's sole remedy (and Pinelabs/ Zomato's sole potential liability) shall be the replacement of such Gift Card, for the value remaining in the non-functional Gift Card.
25. Zomato shall consider requests for blocking of Gift Cards only from Users who have registered in accordance with the terms above.
26. Any cancellations shall be at the sole discretion of Zomato.
27. Zomato reserves the right to deny accepting any Gift Card if it suspects that there is duplicity of Gift Card.
28. Zomato reserves the right to void the Gift Card, close customer accounts and take payment from alternative forms of payment if (a) a fraudulently or unlawfully obtained Gift Card is redeemed and/or used to make purchases on the Zomato Platform, and/or (b) the beneficiary/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 from.
29. Fraudulent/unlawful/misuse of Gift Card shall result in cancellation of order, which has been made using the Gift Card without any liability of Zomato.
30. In case of any cancellation of orders purchased using Gift Cards, the amount will be added to the User's Gift Cards balance.
31. The User is solely responsible for the safety and security of the Gift Card. Further, once the Gift Card has been sent to the User, the User is bound to protect the Gift Card's 16 digit code and 6 digit PIN as the same constitutes confidential information. Zomato/Pinelabs shall not be responsible to provide new Gift Cards in the event (a) this confidentiality obligation is breached by the User, or (b) Gift Card is lost, stolen or used without permission or unlawfully.
32. User agrees to indemnify Zomato/ its Affiliate, officers, directors, from all claims brought by any third party against Zomato/ its affiliates, officers, directors, arising out of or in connection with any breach of these Terms.
33. Zomato does not warrant that the services and products provided to the User pursuant to these terms and conditions will be free of interruptions, errors, bugs, viruses, or security problems.
34. Neither Pinelabs nor Zomato makes any warranties, express or implied, with respect to Gift Cars including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.
35. Zomato makes no representation or warranty that the Platform will always be accessible without interruption.
36. In no event shall the liability of Zomato for any claims arising by the purchase or usage of Gift Cards exceed the value of the respective Gift Card.
37. The User may write to giftcards@zomato.com for any support with regards to usage of the Gift Cards

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.