

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

1. This Marketing Program (“**Offer**”) is offered by SBI Card & Payment Services Ltd. (“**SBICPSL**”) under an arrangement with Lifestyle International Private Limited (“**Max**”).
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, Cashback Card and SBI Paytm Cobrand Card (“**Cardholder**”). The offer is not valid on Rupay Credit Card transactions done Via UPI.
3. Under this Offer, cardholder can avail:
  - a. 5% Cashback at Max Stores.
  - b. Validity of the Offer (“**Offer Term**”) is from 13<sup>th</sup> Oct **2023** expiring on 19<sup>th</sup> Nov **2023** both days including, unless extended by SBICPSL and Max by mutual consent in writing for a further period “**additional term**”.
  - c. Minimum Transaction Amount: **INR 3999**. Maximum Cashback: **INR 750** per card account during the offer term only.
  - d. Offer applicable at Max stores across India excluding East, Andhra Pradesh & Telangana.
  - e. Cashback for eligible transactions would be posted by 19<sup>th</sup> Feb 2024
4. Delinquent and blocked SBI/Tata Cardholders will not qualify for this Offer.
5. 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. Any query regarding the program will be entertained only till 19.03.2024. Post such date, SBICPSL & Max will not entertain any correspondence or communication in any manner whatsoever regarding this Program from any persons.
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.

4. 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 Max.
5. All the existing offers, discounts etc. on select/all products or services that are being offered by Max can be availed by the Cardholders as part of this offer as mentioned in this communication.
6. 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.
7. Products/services offered under this program are subject to availability from the respective participating merchants/sellers of Max and accordingly SBICPSL in no circumstances shall be liable for non-availability of any of the products/services.
8. SBICPSL shall adhere, cater and ensure on best effort basis to perform the agreed terms and conditions of the program.
9. SBICPSL will not be liable for any technical or any offer configuration related issue at Max platform on account of which cardholder is unable to avail the offer. All such concerns need to be taken up directly with the Max by cardholder for resolution
10. Under no circumstances will the offer/cashback being offered under this Program be settled with cash in lieu by SBICPSL or by Max.
11. Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer.
12. SBICPSL will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by Max/Max's sellers on products/services made available by it and the same shall be at the sole risk and consequences of Max/Max's sellers and without reference to SBICPSL.
13. 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.
14. 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.
15. 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 Max of such disqualification.
16. Any person availing this Offer shall be deemed to have accepted these terms and conditions.
17. SBICPSL and Max 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.

18. 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.
19. Nothing herein amounts to a commitment by SBICPSL to conduct further, similar or other Offers.
20. 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 Max or any of its affiliates.
21. 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.
22. 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.