

## **OFFER TERMS AND CONDITIONS:**

1. This Marketing Program (“**Program**”) is offered by SBI Card & Payment Services Ltd. (“**SBICPSL**”) under an arrangement with **Vivo** (“**OEM/Manufacturer/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 and SBI Cashback Card(“Cardholder”) .
3. The Validity of the Offer (“Offer Term”) is from **01.10.2023 to 30.11.2023** (both days including) unless extended by SBICPSL and Partner by mutual consent in writing for a further period “additional term”.
4. Under this Program, cardholder can avail:
  - a) **Up to Rs 10,000 Flat Cashback**
  - b) Offer is applicable only on EMI transactions
  - c) Offer is applicable on 6 months tenor and above only
  - d) **Offer valid on select offline stores with Pine Labs, Innoviti, Benow & Paytm EDC machines.** Store list is mentioned on the offers page at [www.sbicard.com](http://www.sbicard.com)
  - e) **Offer is valid only once per card per aggregator per month** during the offer term
  - f) No two offers can be clubbed together e.g. customer will be eligible for OEM offer but not for an offer running on electronic chain stores.
  - g) Valid only on transactions done on aggregator swipe machine under 'Brand EMI' option & only if charge slip mentions that the transaction will be considered for cashback eligibility basis offer T&C. Customers are requested to retain charge slip for 180 days post program end date. SBICPSL is not liable to post any cashback for cases of wrong swipe done by merchant or where the transaction swipe process as mandated by manufacturer is not followed by merchant.
  - h) The cashback is over and above any EMI interest subvention/Manufacturer cashback/discount given by the manufacturer
  - i) Applicable Rate of Interest (on monthly reducing balance) and Processing Fee will be levied in case of Merchant EMI transactions. Please check with store staff/chargeslip/merchant payment page for details.In addition to the mentioned T&C SBI Card’s Merchant EMI T&Cs will also be applicable. For details, pls check <https://www.sbicard.com/en/offer-terms-conditions.page>
5. Cashback will be credited to eligible cardholders on **10<sup>th</sup> April 2024**.
6. Delinquent and blocked SBI/Tata Cardholders will not qualify for this Offer.
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 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, Paytm SBI & Cashback 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 **10.05.2024**. Post such date, SBICPSL & Partner 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 of the Partner.
4. 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.
5. 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.
6. 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.

7. SBICPSL shall adhere, cater and ensure on best effort basis to perform the agreed terms and conditions of the program.
8. SBICPSL will not be liable for any technical or any offer configuration related issue at Partner platform on account of which cardholder is unable to avail the offer. All such concerns need to be taken up directly with the Partner by cardholder for resolution
9. Under no circumstances will the offer/cashback being offered under this Program be settled with cash in lieu by SBICPSL or by Partner.
10. Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer.
11. 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.
12. 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.
13. 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.
14. 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.
15. Any person availing this Offer shall be deemed to have accepted these terms and conditions.
16. 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.
17. 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.
18. Nothing herein amounts to a commitment by SBICPSL to conduct further, similar or other Offers.
19. 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 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 Partner or any of its affiliates.
20. 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.
21. 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.