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') with no outstanding of more than 30 days, 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. If the offer is based on online transactions and/or spends, customers who do any ONLINE credit card transactions like travel booking, bill payments, movie ticketing or any other online transactions will qualify for the offer subject to spending to target amount as communicated in the emailer and/or SMS. All the cumulative online purchases within the offer period may also be clubbed together to avail the offer.
- 5. If the offer is based on POS (point of sale terminals) transactions and/or spends, customers who do POS credit card transactions will qualify for the offer subject to spending to target amount as communicated in the emailer and/or SMS. All the cumulative POS purchases within the offer period may also be clubbed together to avail the offer.
- 6. Any qualifying transaction does not include spends on Fuel, ATM Cash Withdrawal, Easy Bill Pay, Balance Transfer & Encash products of SBICPSL.
- 7. Offer is valid on spends on eateries, grocery stores, or departmental stores & can be done in multiple transactions.
- 8. 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.
- 9. Eligible cardholders for an E-gift Voucher, will be communicated a weblink to visit to claim the gift.
- 10. Validations such as OTP based process is mandatory to claim the gift.
- 11. OTP and other communications will happen on registered mobile number and/or email id only.
- 12. 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.
- 13. To Deactivate DND i.e. start getting promotional offer SMS/calls, send an SMS with the message START 1 to 1909.
- 14. 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, validity to claim will be mentioned in the SMS and/or email communication. 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.

Amazon Pay E-Gift Card-Card:

These terms and conditions apply to Amazon Pay Gift Cards (Gift Cards). You may purchase Gift Cards through various options available on www.amazon.in corresponding mobile site and mobile application ("Amazon.in"), and use Gift Cards provided to you by third parties in the manner provided hereunder. By purchasing or using a Gift Card, you are agreeing to and accepting these terms and conditions.

Redemption: Gift Cards may only be redeemed toward the purchase of eligible products on Amazon.in and any other third-party merchants that are enabled to accept the Gift Cards. Purchases are deducted from the redeemer's Gift Card balance. Any unused Gift Card balance will remain associated with the redeemers Amazon Pay balance account and applied to purchases, in order of earliest expiration date. If a purchase exceeds the redeemers Gift Card balance, the remaining amount must be paid by credit card, net banking or debit card. No fees or charges apply to Gift Cards. Certain merchants may provide you services only on the pre-condition that you allow us to hold balances in your Amazon Pay balance: Gift Card till the service completion by the merchant. However, your prior consent would be taken before holding such balances. In such cases, you agree and authorize us to: (i) hold your balance until service completion; and (ii) fail the transaction if your balance in the Amazon Pay Gift Card has expired at the end of the services.

1. **Limitations**: Gift Cards, including any unused Gift Card balances, expire one year from the date of issuance. You may request revalidation of any expired Gift Cards. Upon receipt of such a request, the Gift Card may be revalidated after due verification and subject to applicable terms and conditions. Gift Cards may only be purchased in denominations ranging from Rs. 10 to Rs. 10,000 or other limits. Gift Cards cannot be used to purchase other gift cards. Gift Cards cannot be reloaded, resold, transferred for value or redeemed for cash. Except as provided hereunder or as per applicable law, the amount in your Gift Cards will not be refunded to you under any circumstances. No refund will be provided in cash, at any point of time. Unused Gift Card balances may not be transferred to another user's account. No interest will be payable by Almonds Ai on any Gift Card or Gift Card balance. Almonds Ai make no representation or warranty that Amazon.in will always be accessible without interruption.

2. **Fraud**: Almonds Ai is not responsible if a Gift Card is lost, stolen, destroyed or used without permission. Amazon Seller Services Private Limited (together with Amazon Pay is referred to as 'Amazon') will have the right to close customer

accounts and take payment from alternative forms of payment if a fraudulently obtained Gift Card is redeemed and/or used to make purchases on Amazon.in.

3. **Governing Law and Jurisdiction**: These terms and conditions are governed by and construed in accordance with the laws of India. You, Almonds Ai and Amazon each agree to submit to the exclusive jurisdiction of the courts at Bangalore. You agree to indemnify Amazon for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these terms and conditions.

4. Limitation of Liability: NEITHER ALMONDS AI NOR AMAZON MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY WILL BE THE REPLACEMENT OF SUCH GIFT CARD. IF APPLICABLE LAW DOES NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

5. **Password Security**: You shall, at all times, keep the passwords that are generated by you strictly confidential and not reveal the same to any person or entity.

6. **General Terms:** The Amazon.in Conditions of Use apply to Gift Cards. Almonds Ai reserves the right to change these Gift Card terms and conditions from time to time in its discretion and without prior notice to you. All terms and conditions are applicable to the extent permitted by law.

7. Contact Information: info@almond.solutions

8. Specific additional Redemption Conditions:

- Can be used to purchase physical products from https://www.amazon.in
- Is not applicable for purchase of digital contents like e-books, video games
- Is not applicable on global store, recharges, bill payments, ticket booking and financial products
- Is not eligible to buy Amazon Pay gift cards
- Cannot be used to pay for mixed item order if the order has at least one non-eligible item
- For more details refer to Shopping voucher eligibility FAQ
- Vouchers cannot be transferred for value or redeemed for cash

• Almonds Ai, Amazon Seller Services Private Limited (Amazon) or their affiliates are not responsible if a voucher is lost, stolen, destroyed or used without permission.

• For Complete terms and conditions, please visit https: <u>https://www.amazon.in/gp/help/customer/display.html?nodeId=GT4BFAMD9JJJCMSK</u>

• Amazon.in conditions of Use apply to Voucher. Almonds Ai reserves the right to change these Voucher terms and conditions from time to time in its discretion and without prior notice to you. All terms and conditions are applicable to the extent permitted by law.

• No returns and no refunds will be processed on gift cards, e-gift cards and vouchers.

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.