

TERMS & CONDITIONS:

“Sparkling Diwali”

1. DEFINITIONS:

Following words shall for the purpose of these terms and conditions, be defined to mean as below:

“**BFL**” refers to Bajaj Finance Limited, a company incorporated within the meaning of the Companies Act 1956/2013 having its Registered Office at Mumbai Pune Road, Akrudi, Pune-411035, Maharashtra, and a Corporate Office at 4th Floor, Bajaj Finserv Corporate Office, Off Pune Ahmednagar Road, Viman Nagar, Pune-411014, CIN no [L65910MH1987PLC042961](#);

“**Customer**” refers to an existing customer of BFL who holds a valid EMI Card.

“**EMI Card**” shall mean the BFL Existing Member Identification Card issued to BFL’s customers.

“**Ever-Ecom**” shall mean the customers holding EMI Card and who have done minimum of one (1) transaction through Platforms (Annexure A).

“**Credit Carded Customers**” shall mean customers holding EMI Card and who holds any Credit Cards of other Banks.

“**New to E-Com**” shall mean the customers holding EMI Card and who have not done any transaction on the Platforms (Annexure A).

“**Non-Credit Carded Customers**” shall mean customers holding EMI Card and who does not hold Credit Cards of other Banks.

“**Offer Period**” shall mean the period commencing from **12:01 am on October 4, 2018 to 11:59 pm on December 4, 2018**.

“**Promotion**” shall mean the “**Sparkling Diwali**” promotional program offered by BFL for its Customers on the **Online** Platform during the Offer Period.

“**Reward**” refers to the reward offered to Customers under this Promotion.

“**Website**” means BFL’s website at the following URL <https://www.bajajfinserv.in/finance/>

“**Wallet**” refers to the Bajaj Finserv- Mobikwik co-branded wallet platform on which the Customer receives the Reward.

“**Spend Target**” shall mean the EMI Card transaction/spend target individually assigned to applicable customers and communicated by BFL for making a purchase through EMI Card on Platform..

“**Communication**” shall mean to include SMS and/or Email communication only.

“**Cashback Reward**” shall mean the applicable cashback amount that the customer is eligible for, upon achieving spend target during the applicable period on their registered mobile number/email ID.

“**Platform**” refer to online website wherein EMI Card transaction can be undertaken as specifically detailed in **Annexure A**.

2. **Eligibility to participate:**

2.1 This Promotion is valid for only such Customers:

- Who are direct recipients of an SMS, email and/or other communication from BFL in this regard or
- Who sends SMS ”MYOFFER” to **8424009661** and receives their Target and Cashback offer on their registered mobile number
- BFL employees, their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), are not eligible to participate in the Contest.
- Since the Contest is prohibited in the state of Tamil Nadu under the Tamil Nadu Prize Schemes (Prohibition) Act, 1979, the residents of Tamil Nadu are not eligible to participate in the Contest

3. **Reward and Eligibility to reward:**

3.1 Cashback Reward will be in accordance to the following matrix:

Category of Customers	Sub-Category of Customers	Cashback
Ever-Ecom –	Credit Carded – (Who holds Credit Card)	Rs. 1000
	Non-Credit Carded- (Customer who does not hold any Credit Card)	Rs. 500
New to E-Com -	Credit Carded	Rs. 750
	Non-Credit Carded	Rs. 500

3.2 To participate in this offer & to be eligible to receive a Reward, the Customer should fulfil following conditions:

- a. Customer to have valid EMI Card of BFL,
- b. Customer to have received a SMS and/or Email from BFL specifying the finance facility target (i.e Spend Target) to such Customer.
- c. Customer to achieve the EMI card **Spend Target** during the Offer Period. All such transactions done during the Offer Period shall be calculated net of

cancellations received upto first EMI applicable for such transactions which together constitute achievement of SpendTarget.

- d. Customer to have downloaded Bajaj Wallet,
- e. Customer be of or above 18 years of age,
- f. Customer must be a resident of India.
- g. Successful re-payment of first EMI of all transactions fulfilling Spend Target

3.3 Incomplete / rejected / cancelled/ invalid / returned /disputed or unauthorized/fraudulent transactions will not be considered for the offer

3.4 To achieve the Spend Target customer can perform Single/Multiple transaction on single/multiple listed partners Platforms. The aggregate loan value of all such transactions during the Offer Period shall be considered as achieved Spend Target for determining eligibility of the Customer under this Promotion.

3.5 This offer is valid for transactions done at the online Platform (**Refer Annexure A**) covered under this Promotion.

4. **Communication & Fulfilment of Reward:**

4.1 Under this Promotion, customer eligible for **Cashback Reward** will be communicated cashback through **SMS/ Emailer** on their registered mobile number/email ID within 45 days of achieving eligibility.

4.2 Eligible customer shall receive a '**Promo Code**' through SMS/Emailer. The PROMO code shall carry a validity period of 30 days of usage. Promo Code can be used in "Add Money" section of Wallet for redemption of cashback. The cashback amount shall be credited in wallet

4.3 The usage of the Reward shall be governed by the applicable terms and conditions governing the Wallet which will be in addition to these terms and condition. BFL shall have no responsibility whatsoever in connection with the usage of the Reward/Wallet.

4.4 Once the cashback is credited in customer's wallet, the usage of Cashback amount is solely dependent on the customer and BFL shall not have any restriction on it.

4.5 The cashback cannot be transferred to the customers bank account

5. **Other Conditions:**

5.1 This Promotion is available only in select cities of India and is valid only for Indian citizens. This Promotion is not applicable in places wherever prohibited and / or on rewards / services for which such offers cannot be made available for any

reason whatsoever. For the avoidance of doubt, it is hereby clarified that this **Promotion is not applicable to the Customers in the state of Tamil Nadu.**

5.2 The Promotion and the Rewards are available at the sole discretion of BFL and subject to changes as deemed fit by BFL, without any prior notice.

5.3 Participating in this Promotion is voluntary and the Customer is not bound to participate in this Promotion. There is no compensation for non-participation in the Promotion under any circumstances whatsoever.

5.4 Where the /Customer has provided any incorrect information at the time of registration for the Promotion and/or at the time of collecting his/her Reward, then his/her selection is subject to cancellation without notice, at the sole discretion of BFL

5.5 All applicable taxes, fees and levies (excluding 'gift' tax or tax deducted at source, where applicable) will need to be solely paid by the Customer(s).

5.6 The tax deducted at source in respect of the Reward, where applicable, shall be paid by BFL.

5.7 BFL will not be responsible or liable in case the offer is not configured or could not be availed due to malfunction, delay, traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website.

5.8 This Promotion is a special offer for BFL Customers only and nothing contained herein shall prejudice or affect the terms and conditions of the EMI Card and/or Customer loan agreements. These terms and conditions shall be in addition to and not in derogation to the terms and conditions prescribed by BFL for the loan and/or EMI Card.

5.9 Images of the products/services or Reward shown on email, BFL's website or any other advertisement material whatsoever, are for representational purpose only. Notwithstanding anything contained in the Promotion or these terms and conditions, any images, representations etc. and all intellectual property rights pertaining thereto which belong to any third party, shall continue to vest with such party and by using such images, representations etc., BFL in no way claims any right whatsoever relating to such intellectual property.

- 5.10 Nothing herein amounts as a commitment by BFL to provide further or similar schemes or offers.
- 5.11 BFL is not an issuer/provider of the products purchased/services availed by the Customer on the Platform under this Promotion. Accordingly, BFL shall not be responsible for the quality or any assurances and/or representations made in relation to such products/services provided by third parties on the Platform.
- 5.12 Notwithstanding anything herein, BFL shall not at any time be responsible or held liable for any loss, injury, damage or harm suffered by or in connection with, the products/services provided by third parties on the Platform and/or the usage of the Reward.
- 5.13 Disputes, if any, regarding the products purchased or services availed by the Customer on the Platform must be addressed in writing by the Customers directly to concerned owner of the Platform and BFL shall not entertain any communications in this regard.
- 5.14 BFL's decision on all matters relating to the Promotion will be at its absolute discretion and will be final and binding on all participants.
- 5.15 BFL reserves the right to revise these terms and conditions, modify or withdraw this Promotion at any time without prior notice or reason. These terms and conditions prevail over the contents of any brochure or other promotional material advertising the Promotion.
- 5.16 BFL, its group entities/ affiliates or their respective directors, officers, employees, agents, vendors, etc., shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered by a Customer, directly or indirectly, including for reasons arising out of use or non-use of the products or services provided on the Platform or redemption of the Reward or participation under this Promotion.
- 5.17 BFL shall not be liable for termination or delay of the Promotion or the Rewards forming part of the Promotion due to any force majeure event and will not be liable for any consequences owing to the same.
- 5.18 The Promotion is not transferable, non-negotiable and cannot be encashed under any circumstances.

- 5.19 Customer acknowledges and agrees that all copyright and trademarks and all other intellectual property rights in the SMS content, Website, WAP/App portal, and all material or content related to the offer shall remain, at all times, owned by BFL and/or their respective owners. All material and content contained in this WAP/App portal/Website is made available for your personal and non-commercial use only
- 5.20 These terms and conditions shall be governed by the laws of India. All disputes if any arising out of or in conjunction with or as a result of this Promotion or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts in Pune only. The existence of a dispute, if any, shall not constitute a claim against BFL.
- 5.21 This Promotion is subject to laws, rules and regulations as may be applicable in any jurisdiction in India, from time to time, and accordingly in places where not permissible shall be deemed as not applicable.
- 5.22 The Customers agree to be bound by the terms and conditions contained herein. Without a Customer being required to do any further act, the Customers shall be deemed to have read, understood and unconditionally accepted the terms and conditions herein.

Sparkling Diwali Promo

FAQs

1. What is the offer?

Ans- You can get up to Rs.1000 cashback on your online purchase with Bajaj Finserv EMI card during the offer period if you reach your transaction target communicated by Bajaj Finserv.

You have to achieve your target by making single/multiple online purchase.

2. How do I get my Target?

Ans- SMS "MYOFFER" to 8424009661 to know offer (Transaction Target and the amount of cashback) available on your mobile number.

3 Is the target same for everyone and cashback amount same for every customer?

Ans- No, every customer has different target and cashback amount. The cashback shall be given basis the target and amount communicated to you on your mobile number.

4. What is the duration of the offer?

Ans- Offer is valid from 4th Oct to 4th Dec.

5. when do I get my cashback amount?

Ans- You get your cashback amount within 45 days after 1 successful EMI payment you do.

6. Do I get my cashback in my bank account?

Ans- No, You will get the amount in your Bajaj Finserv wallet. Make sure you download the app.

7. I received my "PROMO Code" for cashback redemption at Mobikwik. Please explain how to use this to get cashback money in my wallet.

Ans. You have to follow the below steps to get your money credited in Bajaj wallet

- Go to your Bajaj wallet App
- At the top right corner click on **Add money** tab
- Generate OTP to add money
- Enter the OTP
- After entering the OTP, you have section asking, **Have a Promo code?**
- Enter the **PROMO code** you have received through SMS by Bajaj Finserv

And your cashback money gets credited into your account. Once you receive your PROMO code, Make sure you use the code within 30 days at Bajaj wallet to get the amount credited else it cannot be used.

8. Can cashback amount credited in my wallet transferred to my bank account?

Ans- No Cashback amount cannot be transferred to customer's bank account.

9. Is there a validity date for cashback amount credited in Bajaj Wallet?

Ans- No there is no validity restriction on the cashback amount usage, credited in the wallet.