

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

1. This Marketing Program (“**Offer**”) is offered by SBI Card & Payment Services Ltd. (“**SBICPSL**”). It is open to all legal residents of India holding a valid and current SBI/Tata Credit Card
2. The Validity of the Offer (“**Term**”) is from **03<sup>rd</sup> October 2021 to 05<sup>th</sup> October 2021** (both days including) unless extended by SBICPSL for a further period “**additional term**”.
3. All unblocked SBI/Tata Credit Cardholders excluding SBI/Tata Corporate & Paytm Credit Cardholders are covered under this Offer. (“**Cardholder**”)
4. Under this Offer, cardholder can avail:
  - a. **10% Cashback** upto **Rs 10,000 per card account**
  - b. Valid only on domestic ecommerce transactions at select/leading online shopping merchants
  - c. Base Offer:
    - i. Min Transaction : Rs 7500 (Min. swipe amount on SBI/Tata Credit Card)
    - ii. Maximum Cashback: **Rs 1750** per card account
  - d. Bonus Offer:
    - i. **Extra Rs 8250** per card account on **cumulative Spends of Rs 1,00,000** & above during program term
    - ii. For cumulative/total spends calculation, each individual transaction should be Rs 7500 & above
  - e. Max Cashback per card account (Base + Bonus offer) : Rs 10,000
  - f. Offer also applicable on online EMI transactions opted for at the time of transaction. 14% or 15% rate of Interest will be applicable on monthly reducing balance basis tenure selected. Please check EMI applicability on the product page of the merchant website / app.

**Sample Illustrations** of transactions done between 03-05 Oct'21:

Transaction No.	Transaction Amount (Rs)	Cashback (Base Offer-A) (Rs)	Transaction Considered for Bonus Offer	Cashback (Bonus Offer-B) (Rs)	Total Cashback(A+B) (Rs)
1	7500	750	Yes		
2	10000	1000	Yes		
3	2500	0	No		
4	8000	0	Yes		
5	80000	0	Yes		
<b>Total</b>	<b>1,08,000</b>	<b>1750</b>		<b>8250</b>	<b>10,000</b>

*In above illustration, cumulative spends eligible for Bonus offer is Rs 108000 – Rs 2500 = Rs 105,500*

5. Eligible transactions will be considered basis combination of Merchant Category Code (MCC) as defined by Card Networks as mentioned below and merchant name appearing in settlement files (collectively defined as “select/leading online shopping merchants”)

6. Domestic e-commerce transactions will be considered only from below MCCs
  - a. Apparel
  - b. Automotive -Servicing & Accessories
  - c. Departmental Stores & Grocery
  - d. Direct Marketing
  - e. Electronics & Electricals
  - f. Entertainment & Music
  - g. Furnishing & Hardware Shops
7. Offer not valid on domestic e-commerce transactions done at Insurance, Travel, Jewellery, Health and Wellness, Education & Utility merchant categories like electricity, water bill payments. Offer also not valid on Online rental payments, Advt. subscriptions/payments, Online gaming, cryptocurrency purchases. These exclusions are indicative and not the complete exclusions
8. Offer not valid on wallet loading transactions (MCCs 6540, 6541 and any other new MCC introduced by Networks in course of time)
9. Offer not valid on any identifiable transaction(s) done towards Gift Card / e- Gift voucher purchases
10. Offer not valid on any identifiable transaction(s) done at Wholesalers/Traders, Asset Management Companies. Offer also not valid on any transaction(s) which is not a online transaction towards bonafide personal use/consumption
11. Offer not valid on SI/Autopay transactions registrations for which were done through SBI Card website/app/calling channels
12. Offer not valid on "Card on Delivery" transactions eg. transaction is done at online merchant but payment is done through card machine on delivery.
13. No two offers can be clubbed i.e. If a Cashback / Instant discount has been availed on transaction/s in some other offer done by SBI Card at an Online merchant/s, then the same shall be excluded during the computation of eligibility of this offer. Merchant EMI subvention given as Instant Discount by brand/merchant/seller at the time of transaction will not be considered as an offer
14. In case of partial/full refunds arising out of cancellations/returns, offer eligibility computation will be done on the net amount subject to applicable Offer terms and conditions.
15. Identification of eligible & non-eligible transactions for the purpose of cashback computation shall be done by SBICPSL on a best effort basis and decision of SBICPSL will be final and binding on cardholder/s
16. SBICPSL reserves the right to disqualify the Cardholder(s) from the benefits of the Offer, if any fraudulent activity or card mis-use is identified as being carried out for the purpose of availing the benefits under the said Offer or otherwise by use of the Card
17. Delinquent SBI/Tata credit card members will not qualify for this Offer
18. Cashback for eligible transactions would be posted on **05<sup>th</sup> January 2022**

### **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 terms and conditions and Convert2EMI terms and conditions. The terms of the above Offer shall be in addition to and not in derogation of the terms contained in the card member agreement and Convert2EMI terms and conditions.
2. Any query regarding the program will be entertained only till 05<sup>th</sup> February 2022. Post such date, SBICPSL will not entertain any correspondence or communication in any manner whatsoever regarding this Offer from any persons.
3. SBICPSL does not endorse any of the products or brands being offered under the Offer and will not accept any direct liability pertaining to the quality, merchantability, fitness, delivery or after sales service of such products/services being offered by merchants.
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 a resemblance to the actual products. SBICPSL shall under any circumstances not be responsible towards the same.
5. Products offered at various online merchants are subject to availability from the respective participating merchants/sellers and accordingly SBICPSL in no circumstance shall be liable for non-availability of any of the products. All standard terms & conditions of respective online merchants will continue to apply
6. SBICPSL shall adhere, cater and ensure on best effort basis to perform the agreed terms and conditions of the program.
7. Under no circumstances will the cashback being offered under this offer be settled with cash in lieu by SBICPSL
8. Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer.
9. SBICPSL will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by merchant/s on products/services made available by it and the same shall be at the sole risk and consequences of merchant/s and without reference to SBICPSL.
10. 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 Programs were offered.
11. 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.
12. Any person availing this Offer shall be deemed to have accepted these terms and conditions.

13. SBICPSL reserves the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary all 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.
14. 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.
15. Nothing herein amounts to a commitment by SBICPSL to conduct further, similar or other Offers.
16. 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 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 any of its affiliates.
17. 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.
18. 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.