

## **Swiggy Food and Swiggy Instamart Campaigns for J&K MasterCard Debit and Credit Card**

### **A. Definitions**

- "Card" shall mean J&K Bank MasterCard Debit and Credit Card issued by Bank that is valid and subsisting during the Offer.
- "Cardholder/s" shall mean such customer/s to whom a Card has been issued and who is authorized to hold the card.
- "Void Transaction" shall mean any transaction wherein the transaction has taken place but has been cancelled by the merchant prior to settlement with J&K Bank.
- "Partner" shall mean Swiggy with whom the bank is running this offer through MasterCard.

### **B. Offer Details as below**

<b>Offer construct-</b>
<b>Get 25% off up to Rs.125 on a single transaction; Minimum Order Value: ₹299</b>

### **C. Swiggy Food Terms :-**

- Maximum Discount is ₹125 per transaction.
- Offer is valid only on minimum purchase of ₹299.
- Offer can be availed once per user per week during the offer period.
- Offer valid for a single store bill value for food orders.
- Taxes, packing/handling charges, delivery/surge fees, and any other charges are not covered in the coupon and will need to be borne by the Customer
- In case the order is cancelled due to the restaurant/store/item being unavailable, the coupon will be reinstated

### **D. Swiggy Instamart Terms :-**

- Maximum Discount is ₹125 per transaction.
- Offer is valid on a minimum cart/item value of INR 399.
- Offer is valid on payments made using valid J&K Bank Mastercard.
- Offer can be availed once per user per week during the offer period
- Offer is valid for a single store bill value for food orders.
- Taxes, packing/handling charges, delivery/surge fees, and any other charges are not covered in the coupon and will need to be borne by the customer.
- In case the order is canceled due to the restaurant/store/item being unavailable, the coupon will be reinstated.

### **E. Offer terms and conditions**

- Swiggy & Bank reserves the right to cancel/change/modify/add/delete any of the terms and conditions of the Offer at any time without notice
- Swiggy & Bank reserves the right to terminate the Offer at any time without notice
- Swiggy & Bank reserves the right to deny honoring the Offer on the grounds of suspicion or abuse of the Offer by any Customer without providing the Customer any explanation thereof
- In no event shall Swiggy & Bank be liable for any abuse or misuse of the code due to the negligence of the Customer

- The services shall be governed by the terms and conditions set out in <http://www.swiggy.com/terms-and-conditions> (incorporated by reference); and
- In case of any queries regarding the Offer, an email to be sent to [support@swiggy.in](mailto:support@swiggy.in)
- As required, J&K Bank may choose to extend the promotion period or pause the campaign earlier.
- Participation in the Campaign by the Customer(s) is on a voluntary basis
- In all matters relating to the campaign, the decision of J&K Bank shall be final and binding in all respects.
- J&K Bank shall not in any way be deemed to be making any representation whatsoever about the usefulness, worthiness, quality and/or character of the Reward Incentive provided under the Campaign and shall not be responsible in any way whatsoever for the same. The existence of a dispute with respect to, if any, regarding the usefulness, worthiness, nature and/or quality of Product or other Services provided by J&K Bank shall not constitute a claim against the Bank.
- Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Customers due to provision of the Offer, shall be to the sole account of Customer/s. Tax deducted at source, if any, on the Monetary value of the Offer shall be payable by Customer/s.
- J&K Bank and Mastercard shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any Products or Services availed by the Customer/s under this campaign.
- J&K Bank reserves the right to disqualify the Customer/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 Campaign.
- J&K Bank and Mastercard shall not be held liable for any delay or loss that may be caused in delivery of the Product/ Services.
- If the Customer ceases to be a Customer at any time during the currency of the Campaign Period, all the benefits under the Offer shall lapse and shall not be available to the Customer.
- The Campaign cannot be clubbed with any offer(s) or promotion(s). J&K Bank has the right to withdraw the Campaign without any prior notice.
- J&K Bank and Mastercard reserves the right to modify/ change all or any of the terms and conditions contained herein as per its discretion without assigning any reasons or without any prior intimation/notice whatsoever. J&K Bank and Mastercard also reserves the right to discontinue the /Campaign without assigning any reasons or without any prior intimation whatsoever. J&K Bank and Mastercard will not be liable in any manner whatsoever for any loss/ damage /claim/injury that may arise due to withdrawal or change in the terms and conditions of the Campaign or discontinuation of it.
- The offer under the campaign is subject to applicable Indian laws and such other terms and conditions as may be stipulated by J&K Bank. The Offer is not available wherever the same is prohibited and/or cannot be offered or for any reason whatsoever.
- By participating in the Campaign, each Participant fully and unconditionally agrees to these terms and conditions and accepts that the decision of Mastercard and J&K Bank regarding the Campaign and all matters related to or connected with it, including, without limitation, the interpretation of these terms and conditions, is final and binding and no queries shall be entertained. In the event all or any of these terms and conditions are not acceptable to a Participant, such Participant should not participate in the Campaign, notwithstanding the offer. These terms and conditions shall be binding on the Participants.
- No representation or warranty of any kind is given by Mastercard as to the rewards offered under the Campaign and all liability of any kind whatsoever is excluded to the full extent permissible by applicable law. In the event legislation mandates conditions or warranties which cannot be excluded, restricted, or modified except to a limited extent, then to the extent permitted by law, J&K Bank's liability is limited to, at its option to provide replacement of the reward or any component or item thereof or the supply of an equivalent prize.
- For all risks associated with the use and redemption of the rewards, Mastercard and their respective directors, officers, employees and agents shall not be liable to the winners or their

companions (if any) under the Campaign or any other person for any deficiency, delay, omission or failure related to or connected with Campaign or the Prizes or any component or item thereof.

- To the full extent permitted by applicable law, each Participant shall not have any claim whatsoever against any member of Mastercard and their respective directors, officers, employees and agents in respect of any action, proceeding, judgment, damage or loss (including, without limitation, incidental, punitive, consequential, special, direct or indirect damages, loss of profits, loss of business, loss of business opportunity or economic loss), expense, injury (including, without limitation, death or personal injury), damage to property or liability suffered or incurred by the Participant (including any companion of the winner) or any other person arising from or in connection with:
  - such Participant's participation in the Campaign;
  - collection, receipt, redemption, use or misuse of any rewards or any component or item thereof by such Participant and/or any other person;
- Each Participant shall indemnify and hold the Mastercard and their respective directors, officers, employees and agents harmless from and against any and all claims (including, without limitation, claims for negligence), liabilities, suits, damages, judgments, costs and expenses (including, without limitation, attorney's fees) and all losses and expenses resulting or arising from or connected with any claims or actions by any third parties against Mastercard or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such Participant, including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such Participant.
- Mastercard and their respective directors, officers, employees and agents shall not, to the full extent permissible by applicable law, be liable in any way whatsoever in respect of any of the following: -
  - lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted entries, notifications, postings, correspondences or transaction postings;
  - any reward or any component or item thereof that is damaged, defaced, illegible, lost, stolen or otherwise not used;
  - inaccurate information provided by the Participant, howsoever caused;
  - the suspension, cancellation or termination of the Campaign for any reason whatsoever;
  - virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention in any part of the entry process, the winners' selection or determination process, or the operation or administration of the Campaign;
  - technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;
  - any action, proceeding, judgment, liability, loss, injury, claim or damage (including, but not limited to, incidental, punitive, consequential, special, direct or indirect damages or losses, loss of profits, loss of business, loss of business opportunity, economic loss), expense, death and personal injury incurred or suffered by any Participant or any other person which may be caused, directly or indirectly, in whole or in part, from (i) any participation in the Campaign; (ii) the collection, receipt, redemption, use or misuse of any reward or any component or item thereof; or (iii) the travel to and from any venues or locations associated with any reward or any component or item thereof.
- The Campaign is subject to all applicable laws and regulations. In the event Mastercard and J&K Bank are prevented from continuing with the Campaign or the integrity and/or feasibility of the Campaign is undermined by any event beyond the control of Mastercard and J&K Bank, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, breakdown in equipment, technical failures or other cause not reasonably within the control of Mastercard, Mastercard and J&K Bank shall have the right, in its sole and absolute

discretion, to abbreviate, modify, suspend, cancel or terminate the Campaign without any further obligation.

#### **F. Standard Terms and Conditions**

- The participation in the Offer is entirely voluntary and it is understood, that the participation by the Cardholder/s in the Offer shall be deemed to have been made on a voluntary basis.
- These Terms and Conditions (Offer Terms) shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Cards issued by the J&K Bank to the Cardholder. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions. In case of conflict, between the Offer Terms and primary terms and conditions, for limited purpose of offer, Offer Terms shall prevail.
- The Offer shall be available for the period specified herein and the Cardholder/participant shall have no right to seek any extension of such offer and the Bank can at its sole discretion without any prior notice and liability to any J&K Bank Cardholder revoke the same. The Participant shall at his sole risk and responsibility participate in the offer.
- In case there are multiple items in a purchase order, the item-wise discount may vary.
- In the event the order is returned/cancelled by the Cardholder for any reason whatsoever, and subsequently the order / purchase transaction value falls below the eligible transaction amount, the order will not qualify for this Offer and the participation of the Cardholder will be deemed withdrawn.
- If Instant Discount is availed on any purchase, and the transaction is subsequently cancelled, the refund amount of such orders will be post adjusting the instant discount amount availed on the purchase.
- Bank reserves the right, at any time, without prior notice, without liability, and without assigning any reason whatsoever, to add/alter/modify/change or vary all of these Offer Terms or to replace, wholly or in part, this Offer by another offer, whether similar to this Offer or not. J&K Bank reserves the right to disqualify any merchant or 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 Offer.
- Nothing contained herein amounts to a commitment by Partner or the Bank to conduct further, similar or other offers.
- The above Offer is by way of a special offer and nothing contained herein shall prejudice or affect the terms and conditions of the card member agreement. The terms of the above schemes shall be in addition to and not in derogation of the terms contained in the card member agreement.
- Delinquent and over-limit Bank's credit Card members will not qualify for this Offer.
- By participating in this Offer, every Cardholder expressly agrees that Bank or any of its affiliates will not be liable or responsible for any loss or damage whatsoever that a Cardholder may suffer, directly or indirectly, in connection with this Offer, including but not limited to that associated with his/her use or delivery or misuse of any product purchased on Partner.
- These Offer Terms are governed by the laws of India and the courts at Srinagar will have exclusive jurisdiction over any matters/disputes arising out of or in relation to these Offer Terms.
- Any person availing this Offer shall be deemed to have accepted these Offer Terms.

- Some products might not be eligible for the offer. Cardholder is required to check the product details for offer eligibility and the Bank shall have no liability of whatsoever nature with respect to this aspect of the product list offered by the Partner.
- J&K Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the merchant. Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of the third party. Any dispute or claim regarding the goods and services must be resolved by the Cardholder/s with the merchant directly without any reference to J&K Bank.
- Images used in all the communications pertaining to the Offer are for representation purpose only.
- J&K Bank Card Terms and Conditions <https://www.jkbank.com/transactions/services/indexcards.php> will be applicable for transactions made through the Banks Cards.
- If the Cardholder/s ceases to be Cardholder/s at any time during the subsistence of the Offer, all the benefits under the Offer shall lapse and shall not be available to the Cardholder/s.
- In all matters relating to the Offer, the decision of J&K Bank & Partner shall be final and binding in all respects on the cardholder.
- J&K Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any goods/ services availed of by the Card holder/s under the offer.
- J&K Bank reserves the right to disqualify any merchant or 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 Offer.
- All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Offer shall be borne solely by the Cardholder/s and J&K Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
- Bank only facilitates the discount and shall not be responsible for any issue related to services of Partner.
- This offer shall also be governed by the terms and conditions of Partner for availing
- The Offer is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.
- The offer shall be subject to all the terms and conditions of Partner who provide this offer to the customer on behalf of Partner and Bank.