

## Definitions

- "Card" shall mean a J&K Bank Credit/Debit Card issued by J&K 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.
- "Bank" Shall mean J&K Bank
- "Company" shall mean Flipkart Whole Sale Pvt Ltd.

## Offer Details:-

- ✓ To be eligible for this discount, the minimum amount paid through the Bank Debit or Credit Card should be INR 5,000/- (Rupees Five Thousand only).
- ✓ The customer will be eligible for a flat discount of INR 700/- on Bank's Credit Card. The maximum discount that the customer shall be eligible for in this case is INR 700/- (Rupees Seven Hundred only) during the Offer Period.
- ✓ The customer will be eligible for a flat discount of INR 500/- on Banks Debit Card. The maximum discount that the customer shall be eligible for in this case is INR 500/- (Rupees Five Hundred only) during the Offer Period.

## Offer terms and conditions

1. This "Offer" is being run by Bank in partnership with Flipkart Whole Sale on [www.bestprice.in](http://www.bestprice.in), including the Best Price Mobile App, Website (collectively hereinafter referred to as the "Platform") which Platform is owned and operated by WMI (Wal-Mart India Private Limited).
2. This Offer does not require any coupon code and shall be valid only on Bank Cards. Delinquent and over-limit credit card members will not qualify for this Offer. Further, discounts shall not be applicable for Card-on-delivery transactions, on Gift-Wrap premium delivery charges.
3. These Offer terms and conditions ("**Offer Terms**") are in addition to the J&K Bank Conditions of Use of J&K Bank Credit and Debit Cards. In the event of any conflict between the Conditions of Use of Banks Debit or Credit Card Offer Terms, these Offer Terms will prevail, only for the purposes of this Offer.
4. All residents of India holding a valid and active credit and Debit card issued by the Bank (each a "**Card**") are eligible to avail the Offer (each a "**Cardholder**").
5. The is a limited period offer starting from 18<sup>th</sup> Oct 2023 ("**Offer Period**"), unless revoked or extended by Bank in its sole discretion, without any prior notice and without liability.
6. In the event the order is returned or cancelled by the Cardholder, seller or WMI , for any reason whatsoever, and subsequently the order / purchase transaction value falls below INR 5000 per transaction the order will not qualify for this Offer and the participation of the Cardholder will be deemed withdrawn.
7. 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.
8. 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.

9. 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.
10. Delinquent and over-limit Bank's credit Card members will not qualify for this Offer.
11. All disputes between the Cardholders and the Bank will be resolved inter se and Company will not (nor will be liable or obliged to) mediate or resolve any dispute or disagreement between the Cardholders and the Bank.
12. 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 websites.
13. These Offer Terms are governed by the laws of India and the courts at Bangalore will have exclusive jurisdiction over any matters/disputes arising out of or in relation to these Offer Terms.
14. Any person availing this Offer shall be deemed to have accepted these Offer Terms.
15. The Cardholders are not bound in any way to participate in this Offer. The participation in the Offer is entirely voluntary and it is understood, that the participation by the Cardholder/s shall be deemed to have been made on a voluntary basis.
16. Bank makes no representation about the quality, delivery, usefulness or otherwise of the goods/services offered by the third party/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 or Company.
17. Images used in all the communications pertaining to the Offer are for representation purpose only.
18. J&K Bank Debit Card Terms and Conditions <https://www.jkbank.com/transactions/services/debitCards.php> and Credit Card Terms and conditions <https://www.jkbank.com/transactions/services/creditCard.php> will be applicable for transactions made through Debit and Credit Cards respectively.
19. 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.
20. In all matters relating to the Offer, the decision of Bank and Company shall be final and binding in all respects.
21. 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.
22. 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.
23. 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.

24. Bank only facilitates the discount and shall not be responsible for any issue related to service of Company.
25. This Offer is applicable only once per Bank Card during the Offer Period.
26. Nothing herein amounts to a commitment by Bank to conduct further, similar or other offers. This Offer is not encashable, not extendable and non-negotiable.

**Other terms:**

1. To avail this Offer, purchase should be charged in full using the Card. In case a Cardholder makes partial payments through any other means, the Offer will apply only on the net amount paid through the Card by the Cardholder towards the purchase during the Offer Period.
2. Exchange/partial cancellation and returns would also qualify for the discount.
3. In the event an order is cancelled in part or full, the corresponding value will be deducted from the paid amount while checking eligibility of discount.
4. Under no circumstances will the discount being offered under this Offer be settled with cash in lieu by Company or Bank.
5. This Offer is being made purely on a "best effort" basis. Cardholders are not bound in any manner to participate in this Offer and such participation is purely voluntary.
6. This Offer cannot be clubbed with any other offer being run on the Platform.
7. Company and/or Bank reserves the right to disqualify respective Cardholders(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 Alliance Partner's services.
8. 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.
9. This Offer shall be governed in accordance with the applicable laws in India. Courts at Bangalore shall have the exclusive jurisdiction to settle any dispute that may arise under this Offer.
10. Bank or the Company 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.
11. The Cardholders shall indemnify and hold Company and the Bank harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Company as a consequence of (i) violation of these terms and conditions, of the

Platform Terms of Use, privacy policy (subject to change) as mentioned on the Platform; (ii) violation of applicable laws; and (iii) any action or inaction resulting in willful misconduct or negligence on the part of the Cardholders.

12. This Offer is valid only in India. The Cardholders must be Indian resident and citizen who shall be at least 18 years old.
13. By participating in this Offer, the Cardholders agrees to be bound by these terms and conditions of the Offer, standard terms and conditions, Platform Terms of Use, privacy policy (subject to change) of the Platform.