

TERMS & CONDITIONS: Big Sparkling Diwali- 2016

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.

“**Customer**” refers to an existing customer of BFL who is an Indian citizen and has availed a financial facility from BFL using his/her EMI Card during the Offer Period.

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

“**Reward**” refers to reward offered to the Winner(s) under the applicable Scheme.

“**Promotion**” shall mean the “Diwali-2016” promotional program offered by BFL for its Customers during the Offer Period.

“**Offer Period**” shall mean the period commencing from 12:00 am on 2nd October, 2016 to 11:59 pm on 5th November, 2016.

“**Scheme**” shall mean the various promotional schemes as stated in these terms and conditions and under the Promotion.

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

“**Winner**” means a Customer who has been declared as a winner by BFL under this Promotion.

2. To participate in this Promotion and to avail the benefits/Rewards under any of the Schemes, the Customer should have mandatorily done all of the following:
 - i) availed a loan from any BFL empaneled retailer/ dealer outlets/online partner using EMI Card;
 - ii) been allotted a loan approval reference number by BFL for the said loan;

iii) sent the correct answer to the question - **Which card helps you buy LEDs, Smartphones, Grocery, Clothes, Furniture and much more on easy EMIs? SMS BFLDIWALI <Your Answer> to 9773633633**

by way of SMS from the Customer’s registered mobile number provided for the said loan.

Customer needs to type BFLDIWALI <Answer> & send it to 9773633633, as per the Scheme requirement.

3. As part of the Promotion, the Customer may participate in any of the following Schemes as stated below:

Scheme 1: During the period from 2nd October to 11th October, 2016 and between 26th October to 30th October, 2016, BFL shall select Winners who will be eligible for a Reward of either an android powered Samsung J710 smartphone or android powered - Samsung gear fit 2 R 360 smart watch. The Winners may be chosen every day during the aforesaid period, in few select cities and per the criteria decided by BFL at its sole discretion.

Scheme 2: During the period from 2nd October, 2016 to 11th October, 2016 and from 22nd October, 2016 to 31st October, 2016, BFL shall select 3 (three) Winners every day from the list of Customers who on the said dates have availed the highest loan value using the EMI Card. The Winners shall be eligible for a Reward Gift card worth Rs. 25000/- (Rupees Twenty-Five Thousand Only) from a leading bank.

Scheme 3: Every Customer who avails a minimum of two loans using the EMI Card during the Offer Period, shall be eligible for a cashback on or after availing the second loan.

Scheme 4: During the period from 3rd October, 2016 to 12th October, 2016 and from 22nd October, 2016 to 31st October, 2016, BFL shall select 3 (three) Winners every day from the list of Customers who during a single day during the aforesaid period(s) have purchased the maximum number of products on loan using the EMI Card. Such Winners shall be eligible for a cashback.

Scheme 5: During the periods from 7th October, 2016 to 11th October, 2016, from 16th October, 2016 to 20th October, 2016 and from 24th October, 2016 to 2nd November, 2016, BFL shall select 4 (four) Winners from the list of Customers who will be eligible for a Reward of '10 g Gold Jewelry Voucher'. The Winners may be chosen every day during the aforesaid period, in few select cities and per the criteria decided by BFL at its sole discretion.

Scheme 6: On the following days of Dussehra (11th October, 2016), Karva Chauth (19th October, 2016), Dhanteras (28th October, 2016) and Diwali (30th October, 2016), BFL shall select 4 (four) Winners will be eligible for a Reward of '50 g Gold Jewelry Voucher'. The Winners may be chosen every day during the aforesaid period, in few select cities and per the criteria decided by BFL at its sole discretion.

4. The Rewards are not assured rewards for all eligible and participating Customers.
5. SMS charges shall apply as per standard tariffs of mobile network operators which have to be solely incurred by the Customer.
6. This Promotion is available only in select cities of India and is valid only for Indian citizens.
7. The Schemes and the Rewards are available at the sole discretion of BFL and subject to changes as deemed fit by BFL, without any prior notice.
8. A Customer can qualify only once for the Schemes listed under the Promotion during such Offer Period. For the avoidance of doubt, it is hereby clarified that a Customer shall be eligible for only one Reward during the Offer Period. This restriction however, is not applicable to the Rewards under Scheme 3, Scheme 4 and Scheme 6.
9. Participating in this Scheme is voluntary and Customer is not bound to participate in this Scheme. There is no compensation for non-participation in the Scheme under any circumstances whatsoever.
10. Details of Schemes are available at BFL empaneled retailer-dealer outlet(s)/online partners in select cities where this Promotion is valid. For more information, kindly visit the Website.
11. This Promotion cannot be combined with any other offer/discount/promotion of BFL, including but not limited to the EMI Card offers available at the merchant and/or dealer outlets.
12. This Promotion is not applicable to BFL's employees, their relatives and the Customers in the state of Tamil Nadu.
13. Images of the Reward shown on email, Website or any other advertisement material whatsoever, are for representational purpose only.
14. Winners under the Scheme will be selected from the list of eligible and participating Customers from time to time during the Offer Period.
15. Some of the Rewards will only be selected at the end of the Offer Period.

16. The decision of BFL selection committee in selecting the Winner will be final and binding on the participating Customers. List of Winners will be announced either through email, telephonic call, SMS or by publication on the Website and newspapers in relevant cities, from time to time, during the Offer Period. Customers also agree to keep themselves updated of the results by visiting the Website and BFL is not responsible for any Winner's failure to be apprised of the results.
17. Winner(s) will be required to personally visit the BFL branch with valid ID proof(s) within 15 days of intimation of the results. In the event the Winner fails to collect the Reward within the stipulated time communicated to him/ her or for any other reason such as cancellation of his/her loan, BFL reserves the right to cancel the Winner's nomination for the Reward.
18. All applicable taxes, fees and levies (excluding 'gift' tax or tax deducted at source, where applicable) will need to be solely paid by the Winner(s) and proof of other documents, as required, will need to be necessarily produced before taking possession of the Reward (s) at the BFL branch.
19. The tax deducted at source in respect of the Reward shall be paid by BFL.
20. Where the Winner has provided any incorrect information at the time of registration of the Scheme and/or collecting his/her Reward, then his/her selection is subject to cancellation.
21. 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.
22. The usage of Rewards shall be governed by the applicable terms and conditions governing the Reward which will be in addition to these terms and condition.
23. Nothing herein amounts as a commitment by BFL to provide further or similar schemes or offers.
24. BFL is not a supplier of the products purchased by Customer or the Rewards including gift or vouchers provided to the Winners under this Promotion and will not accept any liability in relation thereto. Accordingly, BFL shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the products or Rewards provided by third parties.
25. 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 or Rewards provided by third parties.
26. Disputes, if any, regarding the products/services under the Promotion must be addressed in writing, by the Customers directly to the merchant and BFL shall not entertain any communication in this regard.
27. BFL's decision on all matters relating to the Promotion/Scheme will be at its absolute discretion and will be final and binding on all participants.
28. BFL reserves the right to revise these terms, 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.
29. In case of cancellation/refund of the qualifying loan transaction, Customer's eligibility for availing the Schemes and/or the Reward will be at the sole discretion of BFL.
30. 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 products/ services or participation under this Promotion.

31. 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.
32. The Promotion is not transferable, non-negotiable and cannot be encashed under any circumstances.
33. 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.
34. 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.
35. 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.