

Terms and Conditions for 'Digital Vyaapari' Campaign

The following terms and conditions (“**Terms and Conditions**”) shall apply to and govern Axis Bank’s ‘Digital Vyaapari’ campaign. Axis Bank may specify additional terms and conditions governing the Campaign from time to time and/or revise or amend the existing Terms. Such terms shall be in addition to and not in derogation of these Terms. Such amended/ revised terms/ additional terms and conditions shall be communicated by Axis Bank by hosting the same on Website www.axisbank.com/ Digital Vyaapari. The Merchants shall be responsible for regularly reviewing these Terms including any amendments thereto as may be posted on Website. All merchants undertake to have read and understood these Terms and agree to abide by them at all times. Model is being used in visuals for the illustrative purposes only.

DEFINITIONS:

1. “**Campaign**” means the ‘Digital Vyaapari’ movement initiated by Axis Bank which is a weekly/monthly challenge for all Eligible merchants availing merchants acquiring Services from Axis Bank Limited.
2. “**Eligible Merchants**” means an
 - a. Retail merchants that have done acquiring volume less than or equal to Rs. 5 lacs monthly / Rs. 1.25 lacs weekly during the Campaign period
 - b. Retail Merchants are defined as - Individual, Sole Proprietorship, Partnership, HUF or Private limited companies (Trust, Public Limited Company, Club, Public sector enterprise are excluded).
3. “**Website**” means the official page of Campaign [www.axisbank.com/_Digital Vyaapari](http://www.axisbank.com/_Digital_Vyaapari)
4. “**Campaign Period**” shall mean the period starting from 20th February, 2017 00:00:00 hours to 20th April, 2017 23:59:00 hours (both days inclusive) as per Indian Standard Time.
5. “**Week**” is defined as follows starting 00:00:00 hours and ending on 23:59:00 hours on the day specified below:

Week	Dates
Week - 1	20 th Feb (Mon) to 26 th Feb (Sun)
Week - 2	27 th Feb (Mon) to 5 th Mar (Sun)
Week - 3	6 th Mar (Mon) to 12 th Mar (Sun)
Week - 4	13 th Mar (Mon) to 19 th Mar (Sun)
Week -5	20 th Mar (Mon) to 26 th Mar (Sun)
Week-6	27 th Mar (Mon) to 2 nd April (Sun)
Week -7	3 rd April (Mon) to 9 th April (Sun)
Week – 8	10 th April (Mon) to 16 th April (Sun)
Week – 9	17 th April (Mon) to 20 th April (Thu)

6. **“Month”** is defined as follows starting 00:00:00 hours and ending on 23:59:00 hours on the day specified below:

Month	Dates
Month – 1	20 th Feb (Mon) to 20 th March (Mon)
Month – 2	21 th March (Tue) to 20 th April (Thu)

7. **“Terms and Conditions”** means the terms and conditions applicable to the Campaign.
8. **“Transaction”** shall mean the below mentioned transaction (minimum value Rs. 50 per transaction) performed by the Eligible merchants on:
- Axis Bank terminal
 - QR code
 - Axis Merchant App (QR code)
 - Only one transaction per card on eligible merchant terminal and QR code will be considered as eligible transaction.

Transactions will be considered at merchant ID level and not terminal level. Transactions on payment gateway are excluded

PRIZES

The Eligible merchant needs to carry out transactions. The winners would then be taken out on the highest number of transactions. The Campaign Prizes structure is as follows:

Prize	Prizes	Eligibility Criteria	Maximum no of Prizes
Prize 1	Mobile Phone upto Rs. 15,000/-	Highest number of unique card transaction in the week	Top 50 from eligible merchant every week
Prize 2	Laptop upto Rs. 50,000/-	Highest number of unique card transaction in the month	Top 5 from eligible merchant every month

1. The Eligible merchant can participate in the Campaign only if he/she agrees to the Terms & Conditions of this Campaign.
2. For the calculation of highest number of transaction, only one transaction per card on eligible merchant terminal or QR code (merchant ID level) will be considered.

3. In case the number of unique card transactions are equal for two or more merchants, the time of the last unique card transaction each such merchant will be taken into consideration and the earliest one will win the prize.
4. The qualified merchant can win only once in the category of weekly prize during the week. The qualified merchant winning a weekly prize continues to be eligible to participate in the monthly Prize.
5. If the weekly acquiring volume of the merchant exceeds Rs. 1.25 lacs , the merchant will not be eligible for the weekly prize
6. Only transactions which are settled will be considered for campaign. Transactions which are reversed, cancelled, declined or failed will not be considered for this Campaign.
7. Axis Bank shall, with the help of the authorized vendor, attempt to have the prizes delivered at the registered mailing address of the winning Merchant. If the Prize is undelivered, Axis Bank shall, at its sole discretion, attempt to have the Prize delivered one more time. If the Prize is still undelivered, Axis Bank shall hold the Prize till April 30, 2017, within which period, the Merchant should contact Axis Bank to avail the Prize. After the termination of this time period, AXIS Bank shall be under no obligation to entertain any requests or claims for the Prize item. In order for the Prize to be delivered to the eligible and winning Merchant, the Merchant understands and permits Axis Bank shall share the Merchant's details like name, address, phone number etc. with the authorized vendor for delivery of the Prize item.
8. In case a Merchant does not have any Savings/ Current Account relationship with Axis Bank as a customer and is a winner for the daily / weekly / monthly prize, prizes shall be delivered subject to the necessary documents / proof is submitted by the merchant to the satisfaction of the bank.
9. 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 winner Merchant due to provision of the Prize, shall be to the sole account of the winner Merchant.
10. TDS @ 30% u/s 194B of the Income Tax Act, 1961 of prize value will be deposited by the Bank, with the Income tax department. The prize will be delivered only after furnishing the valid PAN or self-declaration in case PAN is not available by the winner to the bank.

11. The weekly winner list will be published within seven working day of the subsequent week on the website www.axisbank.com. The monthly winner list will be published within the seven working days of the subsequent month on the website www.axisbank.com.
12. No substitutions or exchange of Prize, other than what is detailed in the communication sent to the Merchant shall be allowed. However, Axis Bank reserves the right to substitute and/or change the Prize or any of them on account of non-availability of Prize, without any intimation or notice, written or otherwise to the Merchant.
13. Axis Bank shall not be held liable for any delay or loss that may be caused in delivery of the Prize.
14. These Terms and Conditions shall be in addition to and not in substitution / derogation to the terms and conditions governing the Facility / Primary Terms and Conditions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the terms and conditions applicable to the Facility / Primary Terms and Conditions.
15. Axis Bank reserves the right to modify/ change all or any of the terms applicable to the Campaign without assigning any reasons or without any prior intimation, whatsoever. Axis Bank also reserves the right to discontinue the Campaign without assigning any reasons or without any prior intimation, whatsoever.
16. All visuals of the Prize in the communication sent to the Merchants are indicative only.
17. If the product received is damaged, and
 - i. If the damage is evident from the condition of the packaging, the merchant should refuse to accept the shipment and obtain a refusal note from the courier company and send an email to rushabh@ronakenterprise.biz within 3 days of acceptance of refusal note.
 - ii. If the damage is discovered after opening the package, the merchant should keep all packaging materials and cartons intact and return all the material to vendor at address: C/O Axis Bank Ltd. Ronak Enterprise 9, Ishwar Niwas, Garden Lane, Sanghani Estate, L B S Marg, Ghatkopar (W) Mumbai – 86 and send an email to rushabh@ronakenterprise.biz within 3 days of receipt of courier.
 - iii. Axis Bank shall endeavor to procure replacements from the vendor , for the damaged/ defective product and will dispatch the replacement product in 7 working days from the date of complaint. In case of failure to intimate regarding a damaged/ defective product within 3 days of product delivery, the product shall be considered as accepted and merchant 's request for replacement of the product shall not be entertained thereafter.

Other Terms & Conditions:

1. The merchants can participate in the Campaign only if he/she agrees to all the Terms & Conditions of this Campaign.
2. If the eligible merchant surrender his terminal or deactivate the merchant services before April 30, 2017 will not be eligible for the Campaign.
3. Eligible merchant consent that if required by the bank, they will give their testimonials about the campaign/Bank in writing. The stories, testimonials & photos of eligible participant will be used by the bank for marketing/promotional purposes and the Bank shall not, at any time, be liable to make any payments towards any kind of fees, incentive or royalty, for these stories/ testimonials /photos.
4. Merchants whose account has been classified as delinquent before or during the campaign period will not be eligible for the benefits of the offer. Bank's discretion in this regard shall be final.
5. This offer is non-transferrable to any other person and cannot be exchange with any other offer.
6. Axis Bank and group Staffs and their family members are not eligible for this Campaign.
7. Any participation in this Campaign is voluntary. Any person availing of this Campaign shall be deemed to have read, understood and accepted these Terms and Conditions.
8. Standard T&C of Prize 1 / Prize 2 would be applicable.
9. The Campaign cannot be clubbed with any other campaign/offer(s)/promotion(s).
10. The Bank reserves the absolute right to change / modify / withdraw / suspend / cancel this Campaign at any time without giving any notice and without assigning any reason.
11. The decision of the Bank in all matters in connection with and incidental to this Campaign is final and shall be binding on all persons.
12. The Bank holds out no warranty and makes no representation with respect to the delivery and quality of the goods and services of the merchants.
13. Axis Bank does not guarantee and make any representation about the quality, usefulness, worthiness and/or character of the Prize, and shall not be responsible if the same, in any way, is found to be defective.
14. Axis Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of the use or otherwise of any goods/ services availed of by the Merchant under the Campaign.
15. Axis Bank makes no representation and disclaims all express, implied, warranties of any kind to the Customer/Merchant and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

16. In case of any queries or disputes with regards to the quality of the goods and services shall be resolved by the Merchant directly with the Authorized Vendor without any reference to the Bank whatsoever.
17. These Terms and Conditions shall be governed by the laws of India. All disputes arising out of or in connection with or as a result of this Campaign or otherwise relating hereto shall be subject to the exclusive jurisdiction of the courts or tribunals at Mumbai only, irrespective of whether any other courts or tribunals have concurrent or similar jurisdiction.
18. These Terms and Conditions and an arrangement herein shall be subject to applicable RBI guidelines issued from time to time and prevailing law and regulations.
19. In all matters relating to the Campaign, the decision taken by Axis Bank shall be final and binding on the Customers/ Merchants.
20. Axis Bank reserves the right to disqualify the Customer/Merchant from the benefits of Campaign if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Campaign.
21. The Customer/Merchant agrees to indemnify and keep Axis Bank indemnified for any loss or damage that Axis Bank may suffer with respect to the Campaign including but not limited to any fraudulent and/or illegal transaction or any misrepresentation made by the Customer/Merchant while participating in this Campaign.
22. This Campaign is subject to applicable law and regulations and would be modified / discontinued based on the prevailing law / regulation at any point of time and neither party shall be under any liability or obligation or continue implementation of the said Campaign till such time the terms are modified by the Parties as per the prevailing/ amended law at that point of time. In the event, that the Campaign cannot be continued without total compliance of the prevailing law at any point of time, this Campaign shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Campaign comes into force.
23. In the event any alternative Prize is offered, selection of the same shall be at the sole discretion of Axis Bank.
24. The Campaign is not available, wherever prohibited and / or on merchandise / products / services for which such Campaigns cannot be offered for any reason whatsoever. The Campaign is void where prohibited by law.
25. The participation in the Campaign is entirely voluntary and it is understood, that the participation by the Merchant shall be deemed to have been made on a voluntary basis.

26. Axis Bank is not responsible for any errors and/or omissions in the terms and conditions contained herein. All information is provided on "as is" basis without warranty of any kind.
27. In the event of any conflict or inconsistency regarding any instructions and conditions on any advertising or promotional material relating to the Campaign /Campaign / Offer, these Terms and Conditions shall prevail over all such other instructions and conditions failure by Axis Bank to enforce any of its rights at any stage does not constitute a waiver of those rights.