

Offer Name: Amity University Campaign

Part A – Offer Terms and Conditions (T&C):

1. This cashback offer ("**Offer**") is being extended by One97 Communications Limited for using Paytm mobile App and Paytm.com ("**Paytm Platform**") for paying fees of Amity University ("**Merchant**") on Paytm Platform run and operated by One97 Communications Limited ("Paytm").
2. This Offer is sponsored, organized and administered by Paytm.
3. By participating in this Offer, You (hereinafter referred to as "**Participant(s)**") agree to be legally bound by and abide by the Terms & Conditions stated herein (**T&C**). Participant(s) confirm and acknowledge that Participant(s) has read, understood and agree to conform to these T&C. Paytm reserves the right to amend, modify, change, add or terminate these T&C or discontinue this Offer without any further notice.
4. This Offer is valid on payment of fee for Merchant's education courses only.
5. **Offer Period:** Offer is being made purely on a "best effort" basis and is valid from 9th November, 2017 till 28th November, 2017.
6. The Participants are eligible for **assured cashback** of Rs. 50 on successful fee payment during Offer Period by entering the Promo code "**AMITY**" (hereinafter referred to as "**Promo**") running on the Paytm Platform. The Promo can be used only once by a Participant, with each Participant having a unique enrollment number.
7. It is further clarified that the fees once paid by the Participant shall not be refunded whatsoever by Paytm. For such matters the dispute shall be resolved between the Participant and the Merchant. In case any refund is initiated or approved by the Merchant the remittances shall be made after deducting the Offer amount.
8. **Steps to Participate & Gratification:**
 - a. Enter promo code AMITY in 'Have a promocode section?' when you pay fees on Paytm during the Offer Period.
 - b. The offer is applicable on successful transactions of minimum value of Rs. 10,000.
 - c. The participants making every 5th, 20th, 50th and 100th successful transaction using AMITY promo code during Offer Period will be referred as "**Lucky winners**" & shall win an additional cashback of Rs.100, Rs. 500, Rs. 1000 and Rs. 5000 respectively within 24 hours of successful payment of fees.
 - d. The maximum cashback amount is Rs. 5000.
 - e. A participant can't win more than once in this Offer.
9. Paytm reserves its absolute right to withdraw and/or alter any of the terms and conditions of the Offer at any time without prior notice.

10. Participants shall be required to have verified mobile number on Paytm Platform in order to enable her/him to get the assured cash back.
11. Paytm employees and their relatives are not eligible to participate in this campaign.

Part B – Legal Terms & Conditions:

1. The participation in the Offer is open only for the Indian citizens of 18 years of age or above, provided they are Paytm Registered Users in India. **This Offer shall not be available to persons residing in any state/union territory of India, wherever such activity is prohibited by Law.**
2. By participating in this Offer, Participant(s) have given Paytm the royalty-free and perpetual right to use the name, photograph and other personal details of the Participant for the purpose of this campaign including announcing your name as eligible participant on social media, Paytm platform, or in any other public domain.
3. By participating in this Offer, Participant(s) consent to the following information available on Paytm platform and their concerned vendors and/or published or otherwise communicated to in any media that Paytm may deem fit, for the purpose of winner's announcement: name, mobile phone number, score and/or photograph. Paytm may, at their discretion, choose not to disclose the identity of the selected Participant (s) to other participants unless expressly mentioned herein. The participants also consent to the information being shared by Paytm with its affiliates and service providers and to the information being processed and stored in the servers of Paytm or its service providers, inside or outside India.
4. Participant(s) acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the Paytm app content, website and all material or content related to the Offer shall remain, at all times, owned by Paytm and/or their respective owners. All material and content contained in Paytm Platform is made available for Participant's personal and noncommercial use only. Any other use of the material/content on Paytm Platform and/ or any information disseminated by SMS or any other means of communication are strictly prohibited.
5. **Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of the Offer, delay in sending or receiving the SMS for participating in the Contest, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any transactions effected through the Contest; (b) The participant expressly agree that his/her participation in the Contest is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind.**
6. Any Participant(s) providing any incorrect information or concealing/withholding any information from Paytm with intent to participate and/or be chosen as the winner(s) of the Offer will automatically be disqualified from participating in it and being chosen as

the winner(s) of the different categories of gratification. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, domicile, contact number etc. by the Participant(s) or dispute with platform shall entitle Paytm to disqualify him/her without any further intimation.

7. The Merchant shall indemnify and keep indemnified Paytm and its officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which Paytm may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Participant(s) under the T&C hereunder, any failure by the Merchant and/or Participant(s) to comply with applicable law and any third party claim in respect of misuse of any information of a third party. Paytm shall have the right to defend itself, pursuant to this Clause, at the cost of the Participant(s). Paytm or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner(s) or any third party, in connection with the Offer.
8. All incidental costs, taxes or levies related to the Offer(s), if any, shall be exclusively borne by the winner(s), including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government.
9. The participants and winner(s) hereby irrevocably authorize Paytm and its owners, affiliates, subsidiaries, associates to use the data gathered during and/or after the Contest in respect of the Participant (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the contest, participant/s confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future contests from Paytm.
10. This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of Paytm ("**Force Majeure Event**"). Paytm shall not be liable for any delay or adverse effect caused to this Offer there under as a result of a Force Majeure Event. Paytm shall intimate the suspension of Contest caused as a result of such Force Majeure Event to the participants within reasonable time.
11. This Offer is subject to guidelines/ directions issued by any competent authority from time to time.
12. The residents of the state of Tamil Nadu (as per Tamil Nadu Prize Scheme (Prohibition) Act 1979) and wherever else prohibited by Law, shall not be entitled to participate in this Offer as applicable.
13. Where the Offer is declared invalid or illegal by the court of competent jurisdiction or applicable law, the Campaign stands withdrawn forthwith in such jurisdiction.

- 14.** Paytm shall not be responsible for any claims arising out of technical failures before, during of the Offer or after the completion including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Offer, delay in time recorded, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.
- 15.** Paytm reserves the right to cancel, discontinue, withdraw, alter or modify this Offer or any part thereof at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Participant(s).
- 16.** Failure by Paytm to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Paytm shall assign any of its rights within the Offer to any party without prior intimation to Participant(s).
- 17.** Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant(s).
- 18.** The Participants understand and agree that Paytm, its officers, directors, employees, customers, affiliates and agents shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a Participant and/or any third party, directly or indirectly, by use or non-use of the gratification/s.
- 19.** By participating in this Offer, Participant(s) have given Paytm the right to use their names, photographs and other personal details for the purpose of this Offer including announcing names as eligible Participant(s) on social media, Paytm Platform, or in public domain. The Participant (s) and winner(s) hereby irrevocably authorize Paytm and its affiliates, subsidiaries, associates to use the data gathered during and/or after the Offer in respect of the Participant (s)/winner(s) in any of communications including but not limited to marketing/advertising promotions along with or without Paytm's brand.
- 20.** The Participant(s) understand and agree that acceptance of the Offer by them, constitutes grant of permission to the facilitators to click photographs of the winner and use the winner's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and trade without any additional compensation whatsoever to the winners. The participant/winner hereby provides his/ her irrevocable consent for sharing /submission of his/her personal information to Paytm, and subsequent use by Paytm of such information for lawful purposes as per its discretion.
- 21.** Post winner(s) declaration and completion of their announcement and further process as the case may be if Paytm finds that the declared winner(s) are ineligible/ disqualified then Paytm reserves the right to declare the correct winner(s) again and cancel the gratification of winner(s) declared earlier.

- 22.** Any dispute arising out of this Offer and T&C of this campaign shall be attempted to be resolved amicably through negotiations between the Merchant and the Participant. Paytm shall not be liable for resolving the dispute in any manner whatsoever.
- 23.** Participant(s) acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the App content, Website and all material or content related to the Offer shall remain, at all times, owned by Paytm and/or their respective owners. All material and content contained in Paytm Platform is made available for Participant's personal and non-commercial use only. Any other use of the material/content on Paytm Platform and/ or any information disseminated by SMS or any other means of communication are strictly prohibited.
- 24.** There will be no cash alternative to Participant(s) beyond the stated Cashback.
- 25.** The liability of Paytm shall not exceed value of the concerned prize in any case/dispute.
- 26.** The winner/s understand and agree that Paytm shall not be liable for any quality constraints/ usage constraints/ value deterioration issues/ timely delivery issues that may arise within the gratification/s provided since it is a third party product/service, to which effect, Paytm is only a facilitator and not the actual product/service provider since such responsibility is of individual merchants.
- 27.** The T&C mentioned in this Offer is the extension of Paytm policies/terms and conditions, mentioned on the Paytm Platform. In case of any conflict, these T & C shall prevail.
- 28.** Any dispute arising out of terms & conditions of this Offer shall be attempted to be resolved amicably through negotiations with the Paytm Representative. These Terms and Conditions are subject to Indian laws and the exclusive jurisdiction of the Courts in Delhi.