

## Flipkart TV Sale June 2016 campaign T&Cs

### What is the offer?

- Under the offer all Standard Chartered Debit and Credit Card holders ("Cardholders") are eligible to get an additional discount of 10% over and above Flipkart offers at TV Sale event for purchases on flipkart .com OR mobile application of Flipkart OR m.flipkart.com
- The offer is valid from 17 June 2016 (00:00 Hours) to 19 June 2016 (23:59 Hours), (Offer Period)
- The discount will be applicable only on Television sets sold by WS Retail Services Private Limited on Flipkart store
- Discount is also applicable on payments made through EMI
- The minimum purchase to avail the discount is ₹9,999
- The maximum discount that can be availed per card is ₹2,000
- Supplementary cardholders will be eligible for discount on their cards separately
- An instant discount of 10% will be awarded to client's Standard Chartered Bank credit and debit cardholders at the time of making the payment
- The additional 10% discount under this offer will be extended on the net value of the customer's cart value; for example if the gross value is ₹15,000 and there is a discount available on Flipkart for ₹1,000; the Standard Chartered Bank cardholder will get additional discount of ₹1,400 (@ 10% discount) on the remainder value of ₹14,000, and he will effectively pay ₹12,600 for a product worth ₹15,000
- Additional 10% discount will be applicable only if minimum spend of ₹9,999 is incurred on StanChart card. For example, if the gross value of TV is ₹10,000 , and Flipkart is offering a discount of ₹1,000 then the net amount will be ₹9,000. Hence the StanChart additional 10% discount will not be applicable in such an instance

### Detailed process to avail the offer:

- Log onto flipkart.com OR Flipkart mobile application OR m.flipkart.com and select your merchandise
- Make payment with you Standard Chartered Bank credit/debit card at the time of check-out
- Once complete Standard Chartered Bank card details are inserted; 10% instant discount on your cart value will be reduced from the final invoice amount
- Purchases incurred outside the promotion period will not qualify for the offer
- Discount will be calculated on the net paid amount by the customer at the time of purchase
- Discount will be calculated on the net payable amount by the customer
- In case if there is an existing discount available on the offer on Flipkart mobile application, Standard Chartered cardholder will be eligible for an additional 10% discount over and above the existing offer on Flipkart mobile application
- Standard Chartered Bank cardholder will have to make the payment with their Standard Chartered Bank cards only to avail this offer

### Other terms and conditions

- An instant discount will be awarded to Standard Chartered Debit and Credit cardholders at the time of making the payment as per the offer
- The discount will be calculated on the final cart amount
- The offer is not applicable for cash on delivery transaction
- The offer will not be applicable on Gift Wrap or premium delivery charges
- Standard Chartered cardholder will have to make the payment with their Standard Chartered cards only to avail this offer
- No discount will be applicable in case of partial payments. In case, for any transaction if a customer uses Flipkart EGV or pre-paid wallet no discount will be applied under the above offer
- Standard Chartered Bank does not make any warranties or representation of the quality, merchantability, suitability or availability of the products or services included in this offer. WS Retail Services Private Limited shall be responsible for the products purchased by a customer. Neither Standard Chartered Bank nor any of its subsidiaries assumes any responsibility for the service offered by WS Retail Services Private Limited
- Any dispute or claim regarding the services must be resolved by the customers with Flipkart or WS Retail Services Private Limited, directly without any reference to Standard Chartered Bank. Standard Chartered Bank shall not entertain any such disputes even if, the customer approaches for resolution of the same
- The participation is voluntary and any purchase on Flipkart's platform using Standard Chartered card shall be deemed as acceptance of the terms and conditions mentioned herein.
- In the event orders are cancelled, the corresponding value will be deducted from the paid amount while checking eligibility of Discount
- Standard Chartered Bank holds the exclusive right at its sole discretion to refuse or deny the offer to any Cardholder. The cardholder shall become ineligible to participate in this offer if his/her card is cancelled before the expiry of /during the offer period. Standard Chartered reserves the right to disqualify any Customer from the benefits of the campaign / offer, if any fraudulent activity is identified as being carried out by the customer for the purpose of availing the benefits under the campaign/offer or otherwise by use of the service
- Any taxes or liabilities or charges payable to the Government or any other authority or body, if any, shall be borne directly by Cardholder and/ or billed to the account of the Cardholder
- This offer may be withdrawn or extended at any time at the sole discretion of Standard Chartered Bank & WS Retail Services Private Limited
- Standard Chartered Bank is not making any commitment to make such similar offers beyond the offer period
- All other terms and conditions of the Cardholder agreement shall continue to apply
- Standard Chartered Bank & WS Retail Services Private Limited reserves its absolute right at any time to add, alter, withdraw, modify or change or vary any or all the terms and conditions of the offer at its sole discretion and the same shall be binding on the Cardholder at all times. Standard Chartered Bank & WS Retail Services Private Limited also reserves the right to discontinue the offer without assigning any reasons or without any prior intimation whatsoever to the Customers. In case of any dispute, Standard Chartered Bank's decision shall be binding on all Customers
- The offer shall be subject to usual force majeure events and on occurrence of such event, the offer may be withdrawn at the discretion of Standard Chartered Bank
- Any disputes shall be subject to the exclusive jurisdiction of the courts in Mumbai only
- Nothing expressed or implied in the program shall in any way waive or amend any of the applicable terms and conditions on Flipkart.com. Any disputes arising out of and in connection with this program shall be subject to the exclusive jurisdiction of the courts in Mumbai only
- Pictures of products shown in the communication sent to the customer either through mailers or advertised on Flipkart website, are for representative purpose only and may not bear a resemblance to the actual products sold by WS Retail Services Private Limited. Flipkart Internet Pvt. Ltd. shall under no circumstances be responsible towards the same
- Products offered under this program are subject to availability from the WS Retail Services Private Limited and in no circumstances Flipkart Internet Pvt.Ltd. shall be liable for non-availability of any of the products
- Under no circumstance will the offer/discount being offered under this program be settled in cash
- All government levies like Sales Tax, TDS, any Local Tax, Octroi etc., shall be payable by the Cardholder as applicable at the time the respective Programs were offered
- Any disputes arising out of the offer shall be subject to arbitration by a sole arbitrator appointed by both the Parties with mutual consultations for this purpose. The proceedings of the arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Mumbai and language of arbitration shall be English
- Customers are not bound in any way to participate in the discount program
- Any such participation is voluntary and the same is being made purely on a best effort basis
- All liability with respect to the products purchased lies with WS Retail Services Private Limited and Flipkart Internet Pvt. Ltd. nor the BANK shall be in no way responsible for the same
- Any query regarding the program will be entertained until 15 July 2016. Post such date, Flipkart Internet Pvt. Ltd will not entertain any correspondence or communication regarding this Program from any persons
- WS Retail Services Private Limited shall not be liable for any failure by the Bank to honor the transaction and for any technical issues as a result of which the transaction made by the Cardholder was not successful. The Bank shall indemnify and hold the Cardholder harmless against any claims by the Cardholder for unsuccessful completion of the transaction. Further, the Bank shall solely be liable to the Cardholder for wrongful remittance of the amounts by it.
- The Cardholder shall indemnify and hold WS Retail Services Private Limited harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by WS Retail Services Private Limited as a consequence of (i) violation of terms of user agreement, privacy policy (subject to change) as mentioned in the website www.flipkart.com; (ii) violation of applicable laws; and (iii) any action or inaction resulting in willful misconduct or negligence on the customer
- All the terms and conditions of the discount offer as given hereof and standard terms and conditions, user agreement, privacy policy (subject to change) of www.flipkart.com and the terms and conditions of WS Retail Services Private Limited shall be applicable on the Cardholder
- Further, as required by applicable law, in the event that the Cardholder makes a purchase of an amount equal to or above ₹2,00,000, the Cardholder will be required to upload a scanned copy of his/her PAN card on the website, within 4 days of making the purchase, failing which, the purchase made by the Cardholder will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted once by the Cardholder, it need not be submitted again. The order of the Cardholder will be cancelled if there is a discrepancy between the name of the Cardholder and the name on the PAN Card