## **FAB FEB Terms & Conditions**

## 1. Definitions

- a. BOB Financial Solutions Limited (BFSL): A wholly owned subsidiary of Bank of Baroda that issues Bank of Baroda and Bobcards Credit Cards.
- b. Offer: The offer means "5% Cashback on incremental spend done on your card in February 2019 over January 2019". The offer is applicable to all cardholders who spent at least ₹ 5,000 on their card in January 2019. A maximum of ₹ 5,000 cashback can be earned under this offer.
- c. Offer Period: The offer period will begin from 00:01 hours on 1<sup>st</sup> February 2019 and will be valid up to 23:59 hours on 28<sup>th</sup> February 2019.
- d. Eligible Customer: The offer is only applicable to holders of valid Bank of Baroda or Bobcards Credit Cards who spent at least ₹ 5,000 on their card in January 2019 except cardholders as mentioned in para 2 below.

## 2. Offer Details and Eligibility Criteria

- a. A customer would be eligible for 5% cashback on the incremental card spends in February 2019 over January 2019 provided he/ she had spent at least ₹ 5,000 on their card in January 2019. The illustrations below explain the offer construct.
  - i. If a customer spent ₹ 10,000 in January 2019 and spends ₹ 30,000 in February 2019. He/she would earn a cashback = 5%\*(30,000 10,000) = ₹ 1,000
  - ii. If a customer spent ₹ 10,000 in January 2019 and spends ₹ 120,000 in February 2019, 5% of incremental spends = 5%\*( 120,000 10,000) = ₹ 5,500. However, as the maximum cashback one can earn under the offer is ₹ 5,000, he/she will get a cashback of ₹ 5,000 only.
- b. Both online and offline spends will qualify for the offer.
- c. This offer is not applicable on Paytm and Corporate Credit Cards issued by BFSL.
- d. This offer cannot be clubbed with any other offer/promotion of BFSL unless explicitly specified.
- e. The cashback will be credited into customers' account on or before 31st May 2019
- f. Only net retail spends will be considered, both for qualification (i.e. net retail spends in January 2019 should be Rs. 5,000 or more) as well as cashback (i.e. net retail spends in February 2019 should be more than the net retail spends in January 2019). To calculate net retail spends, any cash withdrawals will be excluded and any reversals and refunds in the month will be subtracted from the retail spends of that month.

## 3. General Terms and Conditions

a. This is an exclusive offer provided by BFSL. All details regarding the offer are available on the website www.bobfinancial.com

- b. BFSL reserves the right to modify / change all or any of the terms applicable to this offer. BFSL also reserves the right to modify, withdraw or discontinue the offer without assigning any reason (s) whatsoever. Neither anything contained in the terms and conditions set out herein nor shall those forming part of the e-mailers for running this offer be construed as an obligation on the part of BFSL to continue the offer up to the date of termination/expiry of the offer.
- c. Participation in this offer is entirely voluntary and it is agreed and understood by the Participants/Eligible Customers that participation shall be deemed to have been made on a voluntary basis.
- d. The offer is non-transferable.
- e. The offer shall not be available wherever it is prohibited under law and / or cannot be made/continued for any reason whatsoever.
- f. All disputes under this offer are subject to the exclusive jurisdiction of the competent courts / tribunals of Mumbai.
- g. BFSL shall not be obliged to make any public announcements of the results of the offer.
- h. In all matters relating to this offer, the decision of BFSL shall be final and binding.
- i. By participating in the offer, the Participants/Eligible Customers agree to be bound by the terms and conditions contained herein and those forming part of the e-mailers.
- j. 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 Eligible Customer, shall be solely borne by the Eligible Customer.
- k. This offer may be withdrawn or extended at any time at the sole discretion of BFSL
- I. BFSL is not making any commitment to make such similar offers beyond the offer period
- m. All other terms and conditions of the Cardholder Agreement shall continue to apply
- n. BFSL 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 (s)/ Eligible Customers at all times. BFSL also reserves the right to discontinue the offer without assigning any reasons or without any prior intimation whatsoever to the Customers/ Cardholders.
- o. In case of any dispute, BFSL's decision shall be final and binding on all customers.
- p. The offer shall be subject to usual force majeure events and on occurrence of such event (s), the offer may be withdrawn at the discretion of BFSL.
- q. The cashback under this offer shall only be by way of credit to the statement of the Eligible Customer. Under no circumstance will the offer/discount being offered under this program be settled in cash

- r. All government levies like GST, Sales Tax, TDS, any Local Tax, Octroi etc., shall be payable by the Cardholder as applicable at the time the respective Programs were offered
- s. 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
- t. Customers are not bound in any way to participate in this offer.