

## **Terms and Condition**

- "Cardholder(s)"/ "Customer(s)" shall mean a customer of RBL Bank, holding a Debit Card.
- "Card" shall mean a debit card, which has been issued by RBL Bank to the Cardholder(s) and is valid and subsisting during the Program Period.
- "Day" shall mean period of 24 hours, starting from 12.00 A.M. and ending at 11.59.00 P.M. during the Program Period.
- "Eligible Customer" shall mean a Customer qualifying the criteria of spends on Retail Expenditure as per the criteria for eligibility.
- ."Gift Offer" or "Gift" or "Festive Offer" shall mean a gift of specified item/s to the Cardholder during the Program Period on satisfying necessary criteria for being eligible for such gift collectively include the Gift 1, 2, 3, 4 & 5.
- "Gift 1" shall mean a gift of Apple I Pad Mini2 16GB Tablet.
- "Gift 2" shall mean a gift Kindle Paperwhite 6".
- "Gift 3" shall mean a gift IPOD Schuffle".
- "Gift 4" shall mean a Bluetooth Speaker worth Rs.1,499/-.
- "Gift 5" shall mean Gift Voucher of Rs.250/- of Amazon E-voucher (applicable for shopping online on www.amazon.in
- "Retail Expenditure" shall mean usage of RBL Bank Card on internet / mobile application or offline stores/retail outlets for making payment against purchase of any products or services (excluding cash withdrawals at ATMs and banks, Void Transactions,)
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.
- "Inactive Card User" shall mean Customers having valid Card but not used the Card for carrying out any purchase/Retail Expenditure before October 1, 2016.
- "Festive Bonanza or The Program" shall mean the assured Gift Offer program, for the Cardholder(s) participating during the Program Period.
- "Program Period" shall mean the period commencing from October 1, 2016 to and ending on December 31, 2016 (both days inclusive), during which the Offer can be availed by the Cardholder(s).
- "First Highest Spender of the Month" shall mean the first highest spender (Ref. Point I for highest spend limit) carrying out Retail Expenditure, in a month through Card, during the Program Period.
- "Second Highest Spender of the Month" shall mean the second highest spender (Ref. Point II for 2<sup>nd</sup> highest spend limit) carrying out expenditure in Retail Expenditure but less than the First Highest Spender, in a month through a Card, during the Program Period.
- "Third Highest Spender of the Month" shall mean the Third highest spender carrying out Retail Expenditure, but less than the Top Spender and the Second Highest Spender in a month, through Card, during the Program Period.

- "The First 100 Highest Spenders of the Month" shall mean the 100 highest spenders (other than the First Highest Spender of the Month, Second Highest Spender of the Month & Third Highest Spender of the Month) carrying out Retail Expenditure of not less than Rs.10,000/- on the Card, during the Program Period.
- "The Top 100 First time Spenders of the Month" shall mean the Top 100 Inactive Card Users carrying out Retail Expenditure of not less than Rs.2,500/- in a month, , during the Program Period.
- "Void Transaction" shall mean any transaction wherein the transaction made by using the Card has been cancelled by the merchant/ sub- merchant establishment prior to settlement with RBL Bank.

## • Program / Offer

- The Program is valid for RBL Bank Cardholder/s only and shall be valid and subsisting during the Program Period, unless otherwise notified by RBL Bank. The Cardholder/s shall be required to carry out at least one transaction using his Card in the Program Period, in order to be eligible for the Festive Gift.
- The Program construction shall be as follows:

Festive Offers	Eligibility Criteria	Gifts
Gift 1/Offer 1 Gift 2/ Offer 2 Gift 3/ Offer 3 Gift 4/ Offer 4	Eligible Highest Spender of the month.(Spends of Rs.10,000/- & above)  Eligible Second Highest Spender of the month(Spends of Rs.10,000/- & Eligible Third Highest Spender of the month (Spends of Rs.10,000/- 100 Top Spenders who spend above Rs.10,000/- in a month	Apple I Pad Mini2 16GB Tablet (1 No.) Kindle Paperwhite (1 No.)  Ipod Schuffle (1 No.) Bluetooth Speakers worth Rs.1499/- (1 No.)to every Eligible
Gift 5/ Offer 5	Top 100 First Time Spenders with minimum spends of Rs.2500/- and above in a month	Amazon Vouchers worth Rs.250/-(1 No.)to every Eligible customer

- The Highest, Second Highest & Third Highest Retail Spender of the Month, amongst all valid Cardholder(s), during the Program Period, shall be eligible to qualify only for Offer 1, Offer 2 and Offer 3 respectively. First Highest Retail Spender of the Month will be the Cardholder who avails Offer 1 i.e. the person who does the maximum Retail Expenditure above Rs.10,000/-, inclusive of all eligible transactions carried out on that Card, during that month from 1<sup>st</sup> of the month to the last day of the Calendar day i.e 30<sup>th</sup>/31<sup>st</sup> of the month . Cumulative spends for the entire month will be considered.
- Second Highest retail spender every month will be the Cardholder who avails Offer 2
  i.e. the person who does the second highest /maximum retail expenditure, inclusive
  of all eligible transactions carried out on that Card, during that month from 1<sup>st</sup> of the

- month to the last day of the Calendar day i.e  $30^{th}/31^{st}$  of the month. Cumulative spends for the entire month will be considered.
- Third Highest retail spender every month will be the Cardholder who avails Offer 3 i.e. the person who does the third highest maximum retail expenditure, inclusive of all eligible transactions carried out on that Card, during that month from 1<sup>st</sup> of the month to the last day of the Calendar day i.e 30<sup>th</sup>/31<sup>st</sup> of the month. Cumulative spends for the entire month will be considered.
- In case of a tie between two or more Cardholders eligible for the Offers, the Customer who has achieved the highest spends in priority of time during the month will be eligible for the Offer, for instance, if Cardholder A and Cardholder B both have spent a total of INR 75,000/- which is the highest spend for the month and Cardholder A had completed the transaction of Rs.75,000/- on 20<sup>th</sup> of the month, while Cardholder B had completed the same on 25th of the month; then Cardholder A will be considered first and B will be considered as next/ second highest for the Offer.
- A Cardholder qualifying for Gift 1/Gift 2/Gift 3/ Gift 4/ Gift 5 shall be entitled to only one Gift as per eligibility criteria and will not be eligible to contest /qualify for multiple gifts/offers.
- The Customers receiving the Gifts shall be intimated through the registered Email id and sms on their registered mobile number with the Bank and Customer's list shall also be displayed on RBL Bank's website
- The Customer's receiving the Gifts shall be informed within 30 days after the Program Period.
- Gifts shall be sent to the qualifying Cardholder(s) within 60 days of the end of the Program Period.
- This Offer cannot be clubbed with any other program that may be made available to the Cardholders by RBL Bank.
- RBL Bank shall, with the help of the authorized vendor, attempt to have the Gift delivered at the registered mailing address of the winning Cardholder. If the Gift is undelivered, RBL Bank shall, at its sole discretion, attempt to have the Gift delivered one more time. If the Gift is still undelivered, RBL Bank shall hold the Gift till March, 31 2017, within which period, the Cardholder should contact RBL Bank to avail the Gift. After the expiry of this time period, RBL Bank shall be under no obligation to entertain any requests or claims for the Gift item. In order for the Gift to be delivered to the eligible and winning Cardholder, the Cardholder understands and permits RBL Bank shall share the Cardholder(s)' details like name, address, phone number etc. with the authorized vendor for delivery of the Gift item.
- Any cancellations or foreclosures on the Facility, before the dispatch of the Gift will amount to cancellation of the Gift Offer to the Cardholder.
- A Cardholder shall be entitled to only one Gift Offer/ corresponding to the of the eligibility criteria availed by the Cardholder, during the Program Period.
- Gift Offer is non-transferable, non-binding and non-en-cashable.
- No substitutions or exchange of Gift, other than what is detailed in the communication sent to the Cardholder shall be allowed. However, RBL Bank reserves the right to substitute and/or change the Gift or any of them on account of nonavailability of Gift, without any intimation or notice, written or otherwise to the Cardholder.

- All visuals of the Gift in the communication sent to the Cardholder are indicative only.
- If a Cardholder ceases to be a Cardholder, at any time during the Program Period, all the benefits under the Offer shall lapse and shall no more be available to such Cardholder.
- In case a Cardholder cancels any transaction/s, due to which he/she had qualified for the Gift, then the Cardholder shall nobe eligible for the Gift.
- This Program is brought to you by RBL Bank's Debit Cards department and is made available only to Cardholders selected at the discretion of RBL Bank.
- RBL Bank shall not be held liable / responsible for any delay, damage or loss that may be caused to the Gift while delivery of the Gift.
- In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of RBL Bank.
- RBL Bank does not guarantee/ warranty and make any representation about the
  quality, usefulness, worthiness and/or character of the Gift, and shall not be
  responsible if the same, in any way, is found to be defective. The Customer need to
  directly approach the manufacturer/service provider for any defect in the Gift.
- RBL 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 Cardholder/s under the Program.
- RBL Bank reserves the right to disqualify/ exclude any merchant establishment or Cardholder from the Program, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program or otherwise by use of the Card.
- No queries shall be entertained after 90 days from the closure date of the Program Period i.e March31'2017. The existence of a dispute, if any, regarding the Gift shall in no event constitute a claim against RBL Bank.
- The participation in the Program is entirely voluntary and it is understood, that the participation by the Cardholder/s shall be deemed to have been made on a voluntary basis.
- All communication / notices with regard to this Program should be addressed to: RBL Bank Limited-Digital Banking Department, 9th Floor, Techniplex I, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400064 Or write to customercare@rblbank.com
- In all matters relating to the Program, the decision of RBL Bank shall be final and binding in all respects.
- All disputes, if any, arising out of or in connection with or as a result of above offers
  or otherwise relating hereto shall be subject to the exclusive jurisdiction of the
  competent courts / tribunals in Mumbai only, irrespective of whether courts /
  tribunals in other areas have concurrent or similar jurisdiction.
- The Program is not available, wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.
- 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.

 RBL Bank reserves the right to modify/ change all or any of the terms applicable to the Program without assigning any reasons or without any prior intimation, whatsoever. RBL Bank also reserves the right to discontinue the Program without assigning any reasons or without any prior intimation, whatsoever.