



## TERMS & CONDITIONS

### **“VISA CASHBACK OFFER ON DEBIT CARD”**

1. The Visa Debit Card Cashback Promotion (the “Promotion”) is open to all holders of Visa Debit cards issued by Oriental Bank of Commerce (the “Bank”) in India (“Promotion Cardholders”).
2. The Promotion will be held during the period from **12<sup>th</sup> June 2017 to 11<sup>th</sup> September 2017 (both dates inclusive)** (the “Promotion Period”), or as decided by the Bank which is exclusively at the discretion of Bank and Visa.
3. Eligible transactions: All Point of Sale (excluding cash at Point of Sale transactions) and e-Commerce Transactions undertaken by Promotion Cardholders during the Promotion Period.
4. During the promotion period, promotion cardholders shall receive the following cashback offers fulfilling the promotion criteria as under:
  - a) Promotion Cardholders who have successfully completed a minimum of 5 (five) Eligible Transactions of a minimum value of INR 100 (Rupees One Hundred) per Eligible Transaction every 30 days during the Promotion Period using their Promotion Cards during the Promotion Period shall be entitled to a maximum total cashback of INR 100 (Rupees One Hundred) for every 30 day period over 3 consecutive months (a “Qualifying Promotion Cardholder”).
  - b) Each Promotion Cardholder who has made atleast 5 Eligible Transactions of a minimum value of INR 100 every 30 days during the Promotion Period shall also be entitled to participate in the following:
    - **Top Promotion Cardholder (only one)** (by the number of Eligible Transactions successfully completed on the Promotion Cards during the Promotion Period) will be entitled to receive a maximum cashback of **INR 10,00,000 (Rupees Ten lakhs only)**; and
    - **Next Top 10 (ten) Promotion Cardholders** (by the number of Eligible Transactions successfully completed on the Promotion Cards during the Promotion Period) will be entitled to receive a maximum cashback of **INR 1,00,000 (Rupees One Lakh Only)** each
  - c) All payments must be settled using a Promotion Card. Transactions below INR 100 will not be considered for the purposes of the Promotion.
  - d) The relevant cashback amount shall be credited into the account of the Qualifying Promotion Cardholder within 30 (thirty) days of the end of the Promotion Period.
  - e) During the promotion Period, Bank will select, from the Cards that have met the eligibility criteria, 50,000 Cards with the highest number of successful eligible transactions made during the Qualifying Period. Bank at its discretion can increase or decrease the number of Cards which will be eligible for the mentioned promotion.



- f) In the event that 2 or more Cards have the same number of successful number of eligible transactions during the Qualifying Period, the Card(s) with the highest cumulative purchase amount on successful eligible transactions made during a Qualifying Period ("Cumulative Purchase Amount for eligible transactions") will be selected.
  - g) In the event that 2 or more Cards have same number of successful eligible transactions and the same Cumulative Purchase Amount for eligible transaction during a Qualifying Period, the Card(s) which meet the above mentioned eligibility criteria along with the Card(s) that has been used the earliest will be selected.
  - h) All selections will be made based on the information available on Banks system. The decision of the Bank shall be final and binding on the cardholders.
  - i) In case of any dispute, the decision of the Bank shall be final.
- 5. The cash back amounts will be by the Bank into the Cardholder's account with the Bank under the narrative "OBC-Visa Cashback Offer" and/ or "OBC-Visa Bumper Cashback", which will be reflected on the Cardholder's card account statement.
  - 6. "Void Transaction" shall mean any transaction wherein the transaction has taken place but has been cancelled by the Merchant prior to settlement with Oriental Bank of Commerce.
  - 7. The participation in the Program is entirely voluntary and it is understood, that the participation by the Card Holder/s shall be deemed to have been made on a voluntary basis.
  - 8. If the Card Holder/s ceases to be the Card Holder/s at any time during the currency of the Program, all the benefits under the Program shall lapse and shall not be available to the Card Holder/s.
  - 9. The selected Cardholders will only be entitled to the cash back and will not be entitled to compensation or benefits in any other form.
  - 10. Bank or Visa makes no warranties or representations as to the fitness for purpose or any other implied terms or conditions with respect to the products given pursuant to this Promotion and the cashback amounts.
  - 11. All selections and/or decisions made by Bank or Visa in relation to the Promotion (including without limitation, the selection of Cards for the cash back) will be final and conclusive. No enquiries or complaints will be accepted or entertained. Bank or Visa will not be obliged to publish the details of selected Cards or the selection process.
  - 12. In no event will Bank or Visa be liable for any losses or damages howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, even if Bank or Visa has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.



13. The Cardholders under the Promotion will be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to the Promotion.
14. The Promotion is purely promotional in nature and Bank/ Visa may, at its sole discretion, discontinue the Promotion at any time, whether prior to or during the Promotion Period, without prior notice.
15. Bank or Visa reserves the absolute right to, at its sole discretion, amend, vary and/or withdraw any of the terms and conditions of the Promotion without prior notice.
16. In the event of any conflict between these terms and conditions of the Promotion and any promotional and marketing materials regarding the Promotion, these terms and conditions shall prevail.
17. Nothing contained herein will, or will be construed to, constitute a contract under the laws of India (including without limitation, the Indian Contract Act, 1872) between Bank, Visa and any Cardholder.
18. No claim or participation in the Promotion is valid in combination with any other offer or promotion.
19. The Promotion and these terms and conditions will be governed by the laws of India.
20. Information about the Promotion is correct at the time of publication.
21. Bank or will not entertain any correspondence regarding validity or acceptability of the benefits offered by Bank or Visa under this offer.
22. Bank shall not be liable for any loss or damage suffered by the Cardholder by the result of the offer.
23. 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. Bank also reserves the right to discontinue the Program without assigning any reasons or without any prior intimation whatsoever.
24. These Terms shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Debit Cards of Oriental Bank of Commerce. All terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions.
25. The Program is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.
26. All communication / notices with regard to this Program should be addressed to "Dy. General Manager, Digital Banking Department, Oriental Bank of Commerce, 4<sup>th</sup> floor, Annexe Building, Plot no. 5, Institutional Area, Sector 32, Gurgaon-122001'.

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