

**Offer:**

Customers are eligible to get 20% cashback on the 1st Swiggy order and every 3<sup>rd</sup> order thereafter with their Mastercard Debit/ Credit Cards issued in India.

Maximum cashback per user is Rs. 75/- per transaction

**Terms and Conditions:**

- This Offer is valid exclusively on Mastercard Debit or Credit cards issued in India.
- The Offer is applicable from 18:00 hours on 8<sup>th</sup> December, 2017 to 23.59 hours on 31<sup>st</sup> March, 2018 (hereinafter referred to as “Offer Period”).
- Cashback amount will be calculated and will be credited to the Customers within 14 days from the date of transaction to all open and active Card account. The time line provided for effecting credit is only indicative of expected period and may vary from the actual date of credit
- No promo code is needed to avail the Offer.
- Mastercard does not make any warranties or representation on the delivery, service, quality, quantity, merchantability, suitability or availability of the products or services included in this Offer.
- Mastercard is NOT liable or responsible for any claim(s), dispute(s) regarding delivery, service, suitability, merchantability, availability, quantity or quality made available to the Customers under the Offer on the products/services (shortly referred as “**Claims**”). In reference to any **Claims**, it must be addressed in writing by the Customer directly to the participating Merchant. Mastercard shall not entertain any communication in this regard. Any query/ contention/dispute raised by any Customer to Mastercard with respect to the above shall be forwarded to the participating Merchant and they shall be solely responsible for resolving such queries/ contentions/disputes within reasonable time.
- Acceptance of these terms is a prerequisite for participation. Such participation is voluntary and is deemed as acceptance of the terms and conditions mentioned herein.
- Mastercard holds the exclusive right at its sole discretion to refuse or deny the Offer to any Customer. The Customer shall become ineligible to participate in this Offer if his/her card is cancelled before the expiry of /during the Offer Period.
- Any taxes or liabilities or charges payable to the Government or any other authority or body, if any, shall be borne directly by Customer and/or billed to the account of the Customer.
- Mastercard is not making any commitment to make any offer beyond the Offer Period.
- If the Offer and/or anything to be done by Mastercard or any other entity in respect of the Offer is prevented or delayed by causes, circumstances or events beyond the control of Mastercard or any other entity, including but not limited to, tampering, unauthorized intervention, interception,

fraud, technical failures, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, or other causes of like or similar or other character beyond the control of Mastercard or the merchant, then Mastercard and/or the merchant shall not be liable for the same to the extent so prevented or delayed, and will not be liable for any consequences and on occurrence of such event, the Offer may be withdrawn at the discretion of Mastercard.

- All government levies like GST, Sales Tax, TDS, any Local Tax, Octroi etc., shall be payable by the Customer as applicable at the time the respective Programs were offered.
- Mastercard reserves the right to modify or change any of the terms and conditions applicable to this program at any time with/without prior notice to the Customer.
- Mastercard shall not also be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered, to a customer, directly or indirectly, by use or non-use of products/services under the Offer.
- Mastercard reserves the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change/cancel or vary all of these terms and conditions or to replace, wholly or in part, this Offer by another offer, whether similar to this offer or not, or to extend or withdraw/cancel it altogether at its sole discretion and the same shall be binding on the Cardholder at all times.
- Nothing herein amounts to a commitment by Mastercard to conduct further, similar or other offer.
- The above Offer is by way of a special offer for select Mastercard Debit & Credit Cardholders only and nothing contained herein shall prejudice or affect the terms and conditions of the card member agreement. The terms of the above schemes shall be in addition to and not in derogation of the terms contained in the card member agreement. Payment of fees/service charges/all other amounts due from the Customer to Mastercard from usage of debit and credit cards by the Customer under this Offer and/or otherwise will be governed by Mastercard Account Terms & Conditions
- .
- The Terms and Conditions shall be governed by the laws of India. Any dispute arising out of this Contest shall be subject to the exclusive jurisdiction of competent courts in Bangalore.
- No representation or warranty of any kind is given by the Mastercard Group with respect to the Offer and all liability of any kind whatsoever is excluded to the fullest extent permissible by applicable law.
  - The providers of this Offer or any person related to or connected with the Offer or any component or item thereof are not agents, contractors, employees, servants, consultants or affiliates of the Mastercard Group.

- The Mastercard Group and their respective directors, officers, employees and agents shall not be liable to Customers under this Offer or any other person for any deficiency, delay, omission or failure related to or connected with the Offer or any component or item thereof.
- To the fullest extent permitted by applicable law, each Customer shall not have any claim whatsoever against any member of the Mastercard Group and their respective directors, officers, employees and agents in respect of any action, proceeding, judgment, damage or loss (including, without limitation, incidental, punitive, consequential, special, direct or indirect damages, loss of profits, loss of business, loss of business opportunity or economic loss), expense, injury (including, without limitation, death or personal injury), damage to property or liability suffered or incurred by the Customer or any other person arising from or in connection with the Offer.
- The Customer shall indemnify and hold the Mastercard Group and their respective directors, officers, employees and agents harmless from and against any and all claims (including, without limitation, claims for negligence), liabilities, suits, damages, judgments, costs and expenses (including, without limitation, attorney's fees) and all losses and expenses resulting or arising from or connected with any claims or actions by any third parties against the Mastercard Group or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such Customer, including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such Customer.
- The Mastercard Group and their respective directors, officers, employees and agents shall not, to the fullest extent permissible by applicable law, be liable in any way whatsoever in respect of any of the following:-
  1. lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted entries, notifications, postings, correspondences or qualifying entry transaction postings;
  2. in accurate information provided by the Customer, howsoever caused;
  3. the suspension, cancellation or termination of the Offer for any reason whatsoever;
  4. virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention, operation or administration of the Offer;
  5. technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;
  6. non-receipt of entries, notifications, postings, correspondences transaction postings; and
- Mastercard accepts no responsibility for any tax implications that may arise from this Offer or any component or item thereof or the claiming, redemption and use thereof. Any tax filing obligation or any tax, rates or fee payment due to any authority as a result of the Offer by a Customer remains the sole responsibility of the Customer thereof.

- Mastercard reserve the right to discontinue Offer at any time and in which case the Customers shall not have any claim whatsoever against Mastercard or the Mastercard Group.
- Any of these terms and conditions may be changed, varied, modified and/or deleted by Mastercard and Swiggy in their sole and absolute discretion at any time and from time to time without any prior notice to the or to any other person and each Customer irrevocably and unconditionally accepts any such changes, variations, modifications and deletions.
- The Offer is subject to all applicable laws and regulations. In the event Mastercard is prevented from continuing with the Offer or the integrity and/or feasibility of the Offer is undermined by any event beyond the control of Mastercard , including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, breakdown in equipment, technical failures or other cause not reasonably within the control of Mastercard, Mastercard shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Offer without any further obligation.

The Offer cannot be transferred or assigned to any other person/customer.

#### SWIGGY OFFER TERMS AND CONDITIONS

PLEASE NOTE THAT THE FOLLOWING SWIGGY TERMS AND CONDITIONS ("SWIGGY OFFER TERMS AND CONDITIONS") ARE DISPLAYED ON AN "AS-IS" BASIS FOR INFORMATION PURPOSES ONLY AND ARE SUBJECT TO CHANGE BY SWIGGY, AT ITS SOLE DISCRETION. BY AVAILING THIS OFFER, YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU WILL BE BOUND BY THESE SWIGGY TERMS AND CONDITIONS AND THAT MASTERCARD SHALL NOT BE LIABLE AND/ OR RESPONSIBLE, IN ANY MANNER WHATSOEVER, FOR ANY LOSS OR DAMAGE CAUSED TO YOU IN CONNECTION WITH THE FOLLOWING SWIGGY TERMS AND CONDITIONS. ALL CAPITALIZED TERMS NOT DEFINED IN THIS SWIGGY TERMS AND CONDITIONS HAVE THE RESPECTIVE MEANINGS SET FORTH IN THE OFFER TERMS ABOVE.

1. There is no upper limit on the number of times a user can avail the offer
2. The offer is valid in Bangalore, Hyderabad, Mumbai, Pune, Delhi NCR, Kolkata, Chennai, Ahmedabad in all Swiggy operational areas
3. The Offer is valid from 18:00 hours on 8<sup>th</sup> December, 2018 only on Swiggy app only
4. Offer is valid on online payments Mastercard debit and credit cards

5. Bundl Technologies Pvt. Ltd. (Swiggy) and Mastercard together reserves the right to cancel/change/modify/add/delete any of the terms and conditions of the offer at any time without notice
6. Bundl Technologies Pvt. Ltd. (Swiggy) and Mastercard together reserves the right to terminate the offer at any time without prior notice
7. Bundl Technologies Pvt. Ltd. (Swiggy) and Mastercard reserves the right to deny honouring the offer on the grounds of suspicion or abuse of the offer by any Customer without providing Customer any explanation thereof
8. In no event shall Bundl Technologies Pvt. Ltd. (Swiggy) and Mastercard be liable for any abuse or misuse of the code due to the negligence of the Customer.
9. The services shall be governed by the terms and conditions set out in <http://www.swiggy.com/terms-and-condition>(incorporated by reference)
10. In case of any query regarding the offer, please email us at [support@swiggy.in](mailto:support@swiggy.in)