PVR Inox Campaign for J&K MasterCard Debit and Credit Card

A. **Definitions**

- "Card" shall mean J&K Bank Debit and Credit Card issued Bank that is valid and subsisting during the Offer.
- "Cardholder/s" shall mean such customer/s to whom a Card has been issued and who is authorized to hold the card.
- "Void Transaction" shall mean any transaction wherein the transaction has taken place but has been cancelled by the merchant prior to settlement with J&K Bank.
- "Partner" shall mean Amazon with whom the bank is running this offer.

B. Offer Details as below

Offer construct-

Get 50% discount up to Rs. 500 on a single transaction; Minimum Order Value : INR 750

C. Offer terms and conditions

- Maximum Discount is up to ₹500 per transaction. Any additional amount has to be borne by the customer.
- Offer is applicable on a minimum ticket transaction value of ₹750.
- Maximum two discounted transaction can be availed per card per month (only on Movie Ticket).
- Offer is applicable on Movie Tickets only.
- Offer is applicable on all days of the calendar month.
- Cardholder has to use valid J&K Bank MasterCard to avail the offer.
- For Digital Transactions, card member has to opt for said discount from the Bank Offers and Discounts section.
- For transactions at Retail POS, discount will be automatically picked up by the Retail POS on swiping of valid J&K Bank MasterCard.
- Please send your queries to <u>feedback@pvrcinemas.com</u> or give a call at 8800900009 between Mon – Sun (10AM – 9PM) if discount has not been processed.
- Discount is applicable only on the ticket transaction value, convenience fee is on each ticket (as applicable).
- Card members will have to buy movie tickets through PVR Inox Cinemas Retail POS, PVR & Inox App, PVR & Inox Mobile Website or PVR & Inox Website (www.pvrcinemas.com or www.inoxmovies.com) to avail offer on Movie Tickets.
- Offer is valid only for customers coming directly on PVR & Inox App, PVR & Inox Mobile
 Website and PVR & Inox Website (<u>www.pvrcinemas.com</u> or <u>www.inoxmovies.com</u>) and not
 via any other website/app.
- This offer cannot be combined with any other on-going offer/discount/promotion available on PVR Inox Website (www.pvrcinemas.com or www.inoxmovies.com), PVR Inox App, PVR Inox Mobile Website and PVR Inox Retail POS (Box Office POS).
- Movie tickets are subject to availability at the respective PVR Inox Cinema.
- Offer VALID at PVR Inox Box Office and website (EXCEPT for Inox Raj Imperial Surat, Siliguri Orbit, Siliguri City Center, Panchkula NH22, Raipur City Centre, Bhiwadi Genesis Mall, Kolkata Hind, Jorhat ABS Mall, Srinagar Shivpora, Vellore Salvem Square, Atria Mall Worli, R Mall Thane, Gurgaon Ardee Mall, Delhi Rcube, Delhi Epicuria and Mumbai Metro, Opulent

- Cinema (Ghaziabad), PVR Keshar (Gwalior), Chandigarh, Pathankot, Srinagar, Kalka, Jorhat, Bhiwadi & Siliguri).
- Tickets once bought through PVR Inox Website (<u>www.pvrcinemas.com</u> or <u>www.inoxmovies.com</u>), PVR Inox App, PVR Inox Mobile Website, PVR Inox Box Office shall be considered sold and cannot be cancelled, refunded or exchanged in any form whatsoever.
- Once the booking is completed, the confirmation e-mail/SMS received from <u>www.pvrcinemas.com</u> or <u>www.inoxmovies.com</u> needs to be scanned/exchanged with cinema representative to enter the cinema premises.
- Card member/Users shall not be entitled to compensation/benefits in any form whatsoever in lieu of the offer being availed.
- PVR Inox Ltd. & J&K Bank MasterCard reserves the right to disqualify any Card member/User(s) from the benefits of the Program. In case of any fraudulent activity, prosecution will be carried according to the purpose of availing the benefits under the Program.
- PVR Inox Ltd. & J&K Bank MasterCard reserves the right to modify/withdraw/discontinue all
 or any of the terms applicable to the Offer/Program without assigning any reason or without
 any prior intimation whatsoever.
- PVR Inox Ltd. General rules & regulations are applicable.
- Card members are not bound in any way to participate in this program. Any such participation is voluntary and the same is being made purely on a "best effort basis".
- PVR Inox Ltd. & J&K Bank MasterCard reserves the right at any time without prior notice to add, alter, modify, all or any of these terms and conditions or replace, wholly or in part, this program by any other program, whether similar to this program or not or to withdraw it altogether.
- In addition to the above, this offer on the website is also subject to www.pvrcinemas.com or www.pvrcinemas.com and J&K Bank MasterCard general Terms of Use. Kindly refer to www.pvrcinemas.com or www.inoxmovies.com Terms & Conditions on the homepage.
- Card member/User shall be required to give personal information and card details for the tickets purchased on PVR Inox App, PVR Inox Mobile Website and PVR Inox Website (www.pvrcinemas.com or www.inoxmovies.com).
- In case of any disputes, PVR Inox Ltd. Decision will be final.
- As required, J&K Bank may choose to extend the promotion period or pause the campaign earlier.
- Participation in the Campaign by the Customer(s) is on a voluntary basis
- In all matters relating to the campaign, the decision of J&K Bank shall be final and binding in all respects.
- J&K Bank shall not in any way be deemed to be making any representation whatsoever about
 the usefulness, worthiness, quality and/or character of the Reward Incentive provided under
 the Campaign and shall not be responsible in any way whatsoever for the same. The
 existence of a dispute with respect to, if any, regarding the usefulness, worthiness, nature
 and/or quality of Product or other Services provided by J&K Bank shall not constitute a claim
 against the Bank.
- 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 Customers
 due to provision of the Offer, shall be to the sole account of Customer/s. Tax deducted at
 source, if any, on the Monetary value of the Offer shall be payable by Customer/s.
- J&K Bank and MasterCard shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any Products or Services availed by the Customer/s under this campaign.
- J&K Bank reserves the right to disqualify the Customer/s from the benefits of the Offer if any
 fraudulent activity is identified as being carried out for the purpose of availing the benefits
 under the Campaign.
- J&K Bank and MasterCard shall not be held liable for any delay or loss that may be caused in delivery of the Product/ Services.

- If the Customer ceases to be a Customer at any time during the currency of the Campaign Period, all the benefits under the Offer shall lapse and shall not be available to the Customer.
- The Campaign cannot be clubbed with any offer(s) or promotion(s). J&K Bank has the right to withdraw the Campaign without any prior notice.
- J&K Bank and MasterCard reserves the right to modify/ change all or any of the terms and conditions contained herein as per its discretion without assigning any reasons or without any prior intimation/notice whatsoever. J&K Bank and MasterCard also reserves the right to discontinue the /Campaign without assigning any reasons or without any prior intimation whatsoever. J&K Bank and MasterCard will not be liable in any manner whatsoever for any loss/ damage /claim/injury that may arise due to withdrawal or change in the terms and conditions of the Campaign or discontinuation of it.
- The offer under the campaign is subject to applicable Indian laws and such other terms and conditions as may be stipulated by J&K Bank. The Offer is not available wherever the same is prohibited and/or cannot be offered or for any reason whatsoever.
- By participating in the Campaign, each Participant fully and unconditionally agrees to these terms and conditions and accepts that the decision of MasterCard and J&K Bank regarding the Campaign and all matters related to or connected with it, including, without limitation, the interpretation of these terms and conditions, is final and binding and no queries shall be entertained. In the event all or any of these terms and conditions are not acceptable to a Participant, such Participant should not participate in the Campaign, notwithstanding the offer. These terms and conditions shall be binding on the Participants.
- No representation or warranty of any kind is given by MasterCard as to the rewards offered
 under the Campaign and all liability of any kind whatsoever is excluded to the full extent
 permissible by applicable law. In the event legislation mandates conditions or warranties
 which cannot be excluded, restricted, or modified except to a limited extent, then to the extent
 permitted by law, J&K Bank's liability is limited to, at its option to provide replacement of the
 reward or any component or item thereof or the supply of an equivalent prize.
- For all risks associated with the use and redemption of the rewards, MasterCard and their respective directors, officers, employees and agents shall not be liable to the winners or their companions (if any) under the Campaign or any other person for any deficiency, delay, omission or failure related to or connected with Campaign or the Prizes or any component or item thereof.
- To the full extent permitted by applicable law, each Participant shall not have any claim whatsoever against any member of MasterCard 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 Participant (including any companion of the winner) or any other person arising from or in connection with:
 - such Participant's participation in the Campaign;
 - collection, receipt, redemption, use or misuse of any rewards or any component or
 - o item thereof by such Participant and/or any other person;
- Each Participant shall indemnify and hold the MasterCard 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 MasterCard or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such Participant, including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such Participant.
- MasterCard and their respective directors, officers, employees and agents shall not, to the full
 extent permissible by applicable law, be liable in any way whatsoever in respect of any of the
 following: -

- o lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted entries, notifications, postings, correspondences or transaction postings;
- any reward or any component or item thereof that is damaged, defaced, illegible, lost, stolen or otherwise not used;
- o inaccurate information provided by the Participant, howsoever caused;
- the suspension, cancellation or termination of the Campaign for any reason whatsoever:
- virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention in any part of the entry process, the winners' selection or determination process, or the operation or administration of the Campaign;
- technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;
- o any action, proceeding, judgment, liability, loss, injury, claim or damage (including, but not limited to, incidental, punitive, consequential, special, direct or indirect damages or losses, loss of profits, loss of business, loss of business opportunity, economic loss), expense, death and personal injury incurred or suffered by any Participant or any other person which may be caused, directly or indirectly, in whole or in part, from (i) any participation in the Campaign; (ii) the collection, receipt, redemption, use or misuse of any reward or any component or item thereof; or (iii) the travel to and from any venues or locations associated with any reward or any component or item thereof.
- MasterCard accepts no responsibility for any tax implications that may arise from any reward 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 participation in the Campaign by a Participant or the collection, redemption, receipt or use of any reward or any component or item thereof remains the sole responsibility of the winner thereof. It is the responsibility of each winner to seek independent advice on the possible implications this may have on his/her own financial situation.
- The Campaign is subject to all applicable laws and regulations. In the event MasterCard and J&K Bank are prevented from continuing with the Campaign or the integrity and/or feasibility of the Campaign is undermined by any event beyond the control of MasterCard and J&K Bank, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labour 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 and J&K Bank shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Campaign without any further obligation.

D. Standard Terms and Conditions

- The participation in the Offer is entirely voluntary and it is understood, that the participation by the Cardholder/s in the Offer shall be deemed to have been made on a voluntary basis.
- These Terms and Conditions (Offer Terms) shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Cards issued by the J&K Bank to the Cardholder. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions. In case of conflict, between the Offer Terms and primary terms and conditions, for limited purpose of offer, Offer Terms shall prevail.
- The Offer shall be available for the period specified herein and the Cardholder/participant shall have no right to seek any extension of such offer and the Bank can at its sole discretion

- without any prior notice and liability to any J&K Bank Cardholder revoke the same. The Participant shall at his sole risk and responsibility participate in the offer.
- In case there are multiple items in a purchase order, the item-wise discount may vary.
- In the event the order is returned/cancelled by the Cardholder for any reason whatsoever, and subsequently the order / purchase transaction value falls below the eligible transaction amount, the order will not qualify for this Offer and the participation of the Cardholder will be deemed withdrawn.
- If Instant Discount is availed on any purchase, and the transaction is subsequently cancelled, the refund amount of such orders will be post adjusting the instant discount amount availed on the purchase.
- Bank reserves the right, at any time, without prior notice, without liability, and without assigning any reason whatsoever, to add/alter/modify/change or vary all of these Offer Terms or to replace, wholly or in part, this Offer by another offer, whether similar to this Offer or not. J&K Bank reserves the right to disqualify any merchant or Cardholder/s from the benefits of the Offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Offer.
- Nothing contained herein amounts to a commitment by Partner or the Bank to conduct further, similar or other offers.
- The above Offer is by way of a special offer 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.
- Delinquent and over-limit Bank's credit Card members will not qualify for this Offer.
- By participating in this Offer, every Cardholder expressly agrees that Bank or any of its
 affiliates will not be liable or responsible for any loss or damage whatsoever that a Cardholder
 may suffer, directly or indirectly, in connection with this Offer, including but not limited to
 that associated with his/her use or delivery or misuse of any product purchased on Partner.
- These Offer Terms are governed by the laws of India and the courts at Srinagar will have exclusive jurisdiction over any matters/disputes arising out of or in relation to these Offer Terms.
- Any person availing this Offer shall be deemed to have accepted these Offer Terms.
- Some products might not be eligible for the offer. Cardholder is required to check the product
 details for offer eligibility and the Bank shall have no liability of whatsoever nature with
 respect to this aspect of the product list offered by the Partner.
- J&K Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the merchant. Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of the third party. Any dispute or claim regarding the goods and services must be resolved by the Cardholder/s with the merchant directly without any reference to J&K Bank.
- Images used in all the communications pertaining to the Offer are for representation purpose only.
- J&K Bank Card Terms and Conditions https://www.jkbank.com/transactions/services/indexcards.php will be applicable for transactions made through the Banks Cards.
- If the Cardholder/s ceases to be Cardholder/s at any time during the subsistence of the Offer, all the benefits under the Offer shall lapse and shall not be available to the Cardholder/s.

- In all matters relating to the Offer, the decision of J&K Bank & Partner shall be final and binding in all respects on the cardholder.
- J&K Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may
 arise out of use or otherwise of any goods/ services availed of by the Card holder/s under the
 offer.
- J&K Bank reserves the right to disqualify any merchant or Cardholder/s from the benefits of the Offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Offer.
- All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Offer shall be borne solely by the Cardholder/s and J&K Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
- Bank only facilitates the discount and shall not be responsible for any issue related to services
 of Partner.
- This offer shall also be governed by the terms and conditions of Partner for availing
- The Offer is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.
- The offer shall be subject to all the terms and conditions of Partner who provide this offer to the customer on behalf of Partner and Bank.