

OFFER TERMS & CONDITIONS

Offer: Customer(s) to get up to Rs.7500/- cashback on transaction by Paytm Wallet at selected Petrol pumps spread across India.

About the Offer:

For a minimum payment transaction worth Rs. 50/-, customer(s) on basis of an automated selection, to receive cashback of different amounts with respect to varied offers under this Mahacashback offer, the maximum value of cashback which customer(s) can avail in this Mahacashback offer is Rs.7500/- .

Part- A Terms & Conditions:-

1. This Offer is sponsored, organized and administered by One97 Communications Limited, a Company which owns the brand “Paytm” and operates the ‘Paytm Platform’ including URL www.paytm.com, mobile application, Paytm IVR and Paytm WAP and is having its registered office at 1st Floor, Devika Tower, Nehru Place, New Delhi - 110019 and corporate office at B-121, Sector 5, Noida, UP 201301. For clarity and brevity One97 Communications Limited is hereinafter referred to as “**Paytm**”.
2. Participation in this Offer is valid from 1st August 2018 commencing at 00:01 hours till 1st August 2019 culminating at 23:59 hours (hereinafter referred to as “**Offer Period**”).
3. The offer (hereinafter referred to as “**Mahacashback Offer**”) is valid and applicable at various selected Petrol Pumps (hereinafter as delineated under “**List-I**”) registered with Paytm across India. This Offer is limited at only those selected Petrol Pumps who have specifically received a direct communication from Paytm regarding this Mahacashback Offer.
4. This Mahacashback Offer is further categorized into various offers (hereinafter referred to as “**Sub-Offer**” as mentioned along with its respective T&Cs on the landing page. For further information about the transactions and respective cashback(s) to be availed, the Customer(s) can visit the “Sub-Offer” on the link as follows: <https://paytm.com/offer/petrol-pump-offers/>). To be considered as eligible for this Mahacashback Offer, Customer(s) need to make a transaction of minimum payment of worth Rs.50/- using Paytm Wallet via mobile number/QR Code to avail the benefits of cashback(s) offered under Sub-Offer(s). However, to avail the respective cashback as per the Sub-Offer, Customer(s) shall be restricted to only 1 transaction per week. Week start date is considered as calendar week starting from Sunday to Saturday.
5. As per RBI mandate, Customer(s) are to provide details of any document bearing government seal to continue using Paytm Wallet. To provide the details Customer(s) are to visit the URL:- <http://m.p-y.tm/minkyc>
6. Customer(s), by virtue of this Mahacashback Offer, shall be limited to 50 transactions only during the survival of the Offer Period wherein, on a specific number of transaction performed the customer(s) shall be entitled to avail a specific Sub-Offer to receive respective cashback(s)..
7. Customer(s) entitled to receive cashback under this Mahcashback Offer on fulfilment of the eligibility criteria, shall receive the entitled cashback(s) with respect to the Sub-Offers on automated basis during the subsistence of Offer Period.

8. Customer(s) who has availed the Sub-Offer(s) once, will not be eligible to receive the respective cashback(s) associated with the Sub-Offers again in this Mahacashback Offer.
9. The cashback offered in this Mahacashback offer is worth upto maximum amount of Rs. 7,500/-.
10. Cashback will be credited to the Customer(s) in the Paytm Wallet within a period of 48 working hours of every successful transaction in accordance with the eligibility criteria on an automated basis.
11. Cashback amount not be greater than the transaction amount.
12. In order to receive the entitled cashback(s) offered under Sub-Offer(s), the entitled customer(s) shall be communicated with a respective promocode to that of the availed Sub-Offer(s) via SMS within 72 working hours of a successful eligible transaction. These promocodes can be redeemed only by the customer(s) entitled to receive cashback(s) on completion of a successful eligible transaction at selected Petrol Pumps.
13. This Mahacashback Offer shall not be clubbed/used in conjunction/alongside any prevailing offer/Offers/promotion running on Paytm Platform.
14. Each customer(s) is eligible to be credited with the cashback with respect to its Sub-Offer(s) only once if multiple transactions are performed in a week. However, if customer has availed one Sub-Offer on one transaction as per the eligibility criteria, he shall not be eligible to avail the same Sub-Offer again on another transaction but shall be entitled to avail the next Sub-Offer in line to the already availed Sub-Offer during the survival period of the Offer Period.
15. Paytm reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Mahacashback Offer or any part thereof including the eligibility criteria and other pertinent T&C at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Customer(s).
16. Paytm reserves the right to disqualify any transaction or discontinue promotion any time.
17. Paytm Wallet T&Cs will apply for Paytm Cash
18. In cases of fraudulent/suspicious transactions, Paytm solely reserves the right to revoke this Mahacashback Offer and/or any Sub-Offer thereof.

**** Disclaimer: Paytm cash is a semi closed payment instrument and may be used for the purchase of third party products or may be transferred to the person's bank account.***

Legal Terms & Conditions

1. The participation in the Mahacashback Offer is open only for the Offer Period for the Indian citizens of 18 years and above of age. Further, to participate in Offer, the Customer(s) needs to have registered account on Paytm Platform. Employees of Paytm (including their family members & relatives) and of their group companies, affiliate or associate companies, shall be eligible for any of the cashback under this Mahacashback Offer.

2. The Customer(s) who are residents (permanent/temporary) of any state/union territory within the territory of India shall not be entitled to participate in this Mahacashback Offer, wherever such Mahacashback Offer is prohibited by applicable law.
3. By participating in the Mahacashback Offer, Customer(s) consent to some information available on Paytm platform to be communicated to its vendor as required for publication in any media, for the purpose of announcement. Paytm may, at its discretion, choose not to disclose the identity of the Customer(s) unless expressly mentioned herein. The Customer(s) also consent to the information being stored in the servers of Paytm or its service providers.
4. Customer(s) acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP, Mobile application, Website and all material or content related to the Mahacashback Offer shall remain, at all times, owned by Paytm and/or their respective owners. All material and content contained is made available for Customer(s)'s personal and non-commercial use only. Any other use of the material/content on the platform and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
5. Subject to any applicable laws; (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed including, but not limited to, meeting of the Customer(s)'s requirements or aspirations, timeliness, security, the results or reliability of the Offer, delay in sending or receiving the SMS for participating in the Mahacashback Offer, any type of delay by the Customer(s), or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or cashback/gratification/awards acquired or obtained through the Mahacashback Offer or any transactions effected through the Mahacashback Offer; (b) The Customer(s) expressly agree that his/her participation in the Offer is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind.
6. The cashback(s) under this Mahacashback Offer are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the cashback(s) shall be subject to such other T&C as may be applicable and shall have to be duly complied with/ by the customer(s).
7. The cashback(s) to Customer(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities and on production of all such documents/papers, as may be required by Paytm. Any failure on the part of the Customer(s) to comply with directions issued by Paytm for claim of cashback(s) shall entitle Paytm to forfeit the cashback(s).
8. Any Customer(s) providing any incorrect information or concealing/withholding any information from Paytm with intent to participate in/avail this Mahacashback Offer will automatically be disqualified from participating in it and being chosen as the Customer(s) being entitled of cashback(s). Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Operator

number, domicile etc., by the Customer(s) or dispute with the Paytm Platform, shall entitle Paytm to disqualify him/her without any further intimation. Paytm reserves its right to take appropriate legal action against any Customer(s) involved in illegal/unauthorized activity.

9. The Customer(s) shall indemnify and keep indemnified Paytm and their officers, directors, employees, customers, and affiliates harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which Paytm may incur, pay or become responsible as sponsor/organizer/facilitator as a result of (i) breach or alleged breach of the representations or obligations by the Customer(s) under the T&C hereunder; (ii) any failure by the Customer(s) to comply with applicable law and (iii) any third party claim in respect of misuse of any information of a third party by the Customer(s). Paytm shall have the right to defend themselves, pursuant to this clause, at the cost of the Customer(s). Paytm or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Customer(s) or any third party, in connection with the Mahacashback Offer. It is expressly provided that transaction shall be between Customer(s) & Paytm only.
10. All incidental costs, taxes or levies related to the cashback(s), if any, shall be exclusively borne by the Customer(s), including but not limited to logistics, TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government.
11. The Customer(s) hereby irrevocably authorize Paytm to use the data/information gathered during and/or after the Mahacashback Offer in respect of the Customer(s) (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the Mahacashback Offer, Customer(s) confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future Offers from Paytm.
12. This Mahacashback Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of Paytm ("Force Majeure Event"). Paytm shall not be liable for any delay or adverse effect caused to this Mahacashback Offer there under as a result of a Force Majeure Event. Paytm shall intimate the suspension of Offer caused as a result of such Force Majeure Event to the Customer(s) within reasonable time.
13. Paytm reserves all the rights to Mahacashback offer any amount/coupon/voucher/any other cashback equivalent to the cost of the cashback(s).
14. This Mahacashback Offer is subject to guidelines/ directions issued by any applicable competent authority from time to time.
15. This Mahacashback Offer is designed/sourced by Paytm, are as per their best of efforts. In case there is any discrepancy or dispute regarding the Offer, the decision by Paytm shall be final and neither Paytm nor any third party shall have any liability towards any Customer(s). No queries/complaints whatsoever in this regard will be entertained.

16. Paytm reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Mahacashback Offer or any part thereof including the eligibility criteria, the T&C and prize/cashback(s) at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Customer(s).
17. Failure by Paytm to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Paytm may assign any of its rights within the Offer to any party without prior intimation to Customer(s).
18. Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Customer(s).
19. Paytm neither guarantee or warranty the cashback being offered nor is liable/ responsible for any defect/failure in the cashback(s) so obtained/availed, by the Customer(s) under this Mahacashback Offer. Paytm shall also not be liable for any defect/discrepancy in the cashback(s) so offered to the Customer(s) under this Mahacashback Offer.
20. Cashback(s) as mentioned in Clause 9 of Part A of this T&C and further explained in Sub-Offers on landing page shall be given to customer(s) on automated basis along with a promocode to redeem the cashback(s) assigned with respect to its Sub-Offers as captured on landing page, solely on discretion of Paytm.
21. The Customer(s) understand and agree that Paytm, its owners and affiliates, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to the customer(s) and/or any third party, directly or indirectly, by use or non-use of the cashback money.
22. The Customer(s) understand and agree that acceptance of the cashback(s) by them, constitutes grant of permission to the facilitators to click photographs of the Customer and use the Customer's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and trade without any additional compensation whatsoever to the Customer(s). The customer(s) hereby provides his/her irrevocable consent for sharing/submission of his/her personal information to Paytm, and subsequent use by Paytm of such information for lawful purposes as per its discretion.
23. Post Customer declaration and completion of their announcement and further process as the case may be if Paytm finds that the declared Customer(s) are erroneous then Paytm reserves the right to declare the correct Customer(s) again (as per the T&C) and cancel the cashback(s) of Customer declared earlier and the same decision of Paytm Ecommerce shall not be challenged by any Customer(s).
24. Paytm Ecommerce shall not be responsible for any claims from any Customer(s) or any third party arising out of any failure(s) which is beyond the reasonable control of the Paytm Ecommerce. Without limiting the generality of the foregoing, the Paytm shall not be responsible for any claims arising out of technical failures before, during or after the

completion of the Mahacashback Offer including but not limited to any technical failures in the mobile/device/computer/laptop connectivity, delay in sending or receiving the SMS for participating in the Mahacashback Offer, any type of delay , any action that has been initiated, actioned or completed through his/her mobile phones/device/computer/laptop, failure of servers or any type of failures arising out of technical snags or resultant inability of the Customer(s).

25. The Customer(s) hereby agree and undertake not to hold Paytm and/or any of their group entities or affiliates, their respective directors, officers, employees, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Mahacashback Offer.
26. Any dispute arising out of this Mahacashback Offer's T&C shall first be attempted to be resolved amicably through negotiations. In the event, amicable settlement fails, the dispute shall be referred to Mediation. The venue of Mediation shall be at Delhi only.
27. This Mahacashback Offer and T&C are subject to Indian law and the exclusive jurisdiction of the Courts in Delhi.