

## **Debit Card Promotional Campaign (15 days) for Selective SBI Customers having SBI Debit Card**

Offer Construct: Customer spending a minimum of Rs 2500 and above on PoS/ e-com platform using SBI Debit Card will be eligible for cashback. Rs 200/- cashback will be given to top 25,000 customers (spenders) during the campaign period.

Offer Period: 1<sup>ST</sup> November 2023 (00:00:01) to 15<sup>th</sup> November 2023 (23:59:59)

Eligibility: The campaign is for selective State Bank of India customers only. The offer is only for those SBI Customers having SBI Debit Card who have received offer on their registered email or registered mobile number with the Bank.

**\*\*Campaign incentive shall be capped to 25000 top spenders only.**

Terms and Conditions:

- Debit Cards to be used only on POS & E-commerce sites/E-commerce Apps
- Total spends on successful POS & E-com transactions using State Bank of India Debit Card will be considered, the same would be net of refunds, fraudulent/chargeback transactions.
- ATM transactions, Card to Card transactions, Internet Banking, Cash at POS etc. will not be eligible for this program.
- Winners will be notified within a maximum of 90 days from the end date of the offer through email/SMS.
- In case of tie between the top spenders, cards having greater no. of POS & E-com transactions will be declared eligible.
- Cardholders who use their State Bank of India Debit Card for the transaction during the offer period on POS & E-com from 1<sup>ST</sup> November 2023 (00:00:01) to 15<sup>th</sup> November 2023 (23:59:59), will be eligible to qualify for the campaign. The top 25000 spenders will be entitled to receive Rs 200 cashback into the account from which Debit Card Transaction was done.
- Notification and winner details will be sent through the email ids or SMS registered with the bank at the time of communication being sent.
- The Prizes and any component thereof cannot be transferred or exchanged or redeemed for cash, credit or any prizes and other items in part or in whole. The Prizes may be subject to additional terms and conditions accompanying them (if any). State Bank of India may, at its sole discretion, at any time and without prior notice, replace or substitute any Prize or any component or item of any Prize with another component or item of a similar value.
- Claiming procedures for the Prizes are subject to the requirements set out by State Bank of India and/or its merchant partner, which requirements will be communicated to the winners or displayed on bank's website.

- As required, State Bank of India may choose to extend the promotion period.
- Participation in the Campaign by the Customer(s) is on a voluntary basis
- In all matters relating to the campaign, the decision of State Bank of India shall be final and binding in all respects.
- State Bank of India 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 State Bank of India 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.
- State Bank of India 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.
- State Bank of India 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.
- State Bank of India 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). State Bank of India has the right to withdraw the Campaign without any prior notice.
- State Bank of India 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. State Bank of India also reserves the right to discontinue the /Campaign without assigning any reasons or without any prior intimation whatsoever. State Bank of India 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.
- Employees of State Bank of India are not eligible to participate in the offer.
- The offer under the campaign is subject to applicable Indian laws and such other terms and conditions as may be stipulated by State Bank of India. The Offer is not available wherever the same is prohibited and/or cannot be offered or for any reason

whatsoever. All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai. However, State Bank of India reserves the right to approach any other court or tribunal of competent jurisdiction.

- By participating in the Campaign, each Participant fully and unconditionally agrees to these terms and conditions and accepts that the decision of State Bank of India 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 State Bank of India 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, State Bank of India'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, State Bank of India 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 State Bank of India, its affiliates 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 item thereof by such Participant and/or any other person;
- Each Participant shall indemnify and hold the State Bank of India 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 State Bank of India or any of its affiliates 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.

- State Bank of India 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: -

- ✓ 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;
- ✓ 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;
- ✓ 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.

- State Bank of India 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 State Bank of India is prevented from continuing with the Campaign or the integrity and/or feasibility of the Campaign is undermined by any event beyond the control of State Bank of India, 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 State Bank of India, State Bank of India shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Campaign without any further obligation