

Terms and Conditions for Cross Border Spends Campaign

(01-November-2019 to 31-December- 2019)

1. The Cross Border Spends Campaign shall be organized and managed by State Bank of India (hereinafter referred to as “Commercial Bank / Promoter”) and Mastercard Asia/Pacific Pte Ltd (hereinafter referred to as “Mastercard /Sponsor”) in accordance with the Bank Promotion Agreement entered by and between the parties on 30th October, 2019 (“Agreement”). The Campaign shall be conducted from 1st November, 2019 till 31st December, 2019 (both days being inclusive) (hereinafter referred to as the “Promotion”) The Promotion is open to all citizens of India or for those who ordinarily reside in India and are of the age of 18 years and above, holding a valid SBI Mastercard EMV Chip Debit , except the following:
 - a) Employees (and their families) of the Promoter and Sponsor, their respective affiliates and subsidiary companies, as well as representatives or agents of the Promoter.
 - b) Any other person performing any- professional job connected with the Promotion.
 - c) Family members referred to in these Terms and Conditions include but are not limited to: spouse, ex- spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother or step sister-
2. The term of the Promotion is from 1st November 2019 to 31st December 2019 (the “Promotion Period”).
3. The Promotion is open to customers who spend through Commercial Bank personal Mastercard Debit Cards (Excluding corporate cards) at POS and eCom while traveling outside India during the Promotion Period. There is a minimum transaction amount required to be a Qualifying Transaction. Mastercard consumer debit card cardholders will receive the following benefit:
 - 1% cashback on all international POS and eCom transactions with Mastercard consumer debit cards (“Eligible Cards”) subject to minimum spend of USD\$500 (or equivalent) , minimum three (3) transactions and maximum cashback of INR 2500 per Eligible Card during the Promotion Period.
 - Cashback will be awarded to the top 15,000 spenders during the campaign period.
4. The cashback will be awarded as described within the Promotion. The cashback offer is not exchangeable or transferable and not convertible to cash.
5. The Promoter’s and Mastercard’s decisions in all matters with respect to the Promotion shall be final and conclusive.

6. By participating in the Promotion, all participants will be deemed to have accepted and be bound by these terms and conditions, which shall be interpreted by the Promoter at its- sole discretion.
7. Neither the Promoter/Sponsor nor any other person or party associated with the Promotion shall be liable for any loss nor damage (including but not limited to indirect or consequential loss or damage) suffered as a result of participation in the Promotion.
8. The Promoter and Mastercard reserve the right to amend these terms and conditions or to cancel, alter or amend the Promotion at any stage if deemed necessary in their opinion or if circumstances arise outside of their control.
9. By accepting these terms and conditions all participants agree that their personal data shall be collected and processed by the Promoter and stored on the Promoter's database and used for the administration of its ongoing relationship with the participants and in connection with the Promotion. Mastercard is not accessing any data in this regard. Mastercard does not take any responsibility for such data.
10. These Terms and Conditions supersede all other prior terms and conditions, understandings, arrangements or agreements, whether verbal or written, in relation to the Promotion.
11. Mastercard and its directors, officers, employees and agents shall not be liable to the customers/cardholders receiving the benefits under the Promotion or any other person for any deficiency, delay, omission, default or failure in delivery of the benefits of the Offer or any related matter by any person.
12. Each participant acknowledges that Mastercard and Promotor , do not assume any responsibility for:
 - (a) any merchant voucher/offers/promotion offered under the Promotion;
 - (b) any products and services offered under the offer or related to or connected with any rewards or any component or item thereof;
 - (c) the failure of any electronic communications in relation to delivery and/or receipt of communication, postings, winner notifications and other notifications whatsoever; and
 - (d) any entry, posting, notification or correspondence that is lost, late, misdirected, intercepted, undelivered, rejected, blocked, deleted or otherwise not received for any reason whatsoever, as the case may be.
13. Under no circumstances shall the inclusion of:
 - (a) any reward offered/related benefits under the Promotion;
 - (b) any promotion, offer, product or service offered under the Promotion or related to, be construed as an endorsement or recommendation of such benefit or product or service under the Promotion by Mastercard.
14. No representation or warranty of any kind is given by Mastercard as to the benefits offered under the Promotion and all liability of any kind whatsoever is excluded to the fullest extent permissible by applicable law.
15. All risks associated with the use or benefits of the Promotion are borne by the customers/cardholders receiving the benefits under the Promotion.

16. To the fullest extent permitted by applicable law, each participant shall not have any claim whatsoever against any member of the 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:
 - (a) such participant's participation in the Promotion;
 - (b) the collection, receipt, redemption, use or misuse of any benefits or any component or thereof by such participant and/or any other person;
17. Each participant shall indemnify and hold 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.
18. Mastercard 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:-
 - (a) lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted entries, notifications, postings, correspondences or transaction postings;
 - (b) any reward or any component or item thereof that is damaged, defaced, illegible, lost, stolen or otherwise not used;
 - (c) inaccurate information provided by the participant, howsoever caused;
 - (d) the suspension, cancellation or termination of the Offer for any reason whatsoever;
 - (e) 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 Offer;
 - (f) technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;
 - (g) 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 Offer; (ii) the collection, receipt, redemption, use or misuse of any benefits or any component or item thereof.
19. Mastercard's and Promotor's records of all matters related to or connected with the Campaign shall be conclusive and binding on the participants. Mastercard's and Promotor's decision on all matters relating to or connected with the Campaign (including, without limitation, the selection of winners) shall be final and binding on the participants.
20. Mastercard accepts no responsibility for any tax implications that may arise from any benefit 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 Promotion by a participant or the collection, redemption, receipt or use of any benefit or any component or item thereof remains the sole responsibility of the customer receiving such benefits thereof. It is the responsibility of each customer receiving such benefit to seek independent advice on the possible implications this may have on his/her own financial situation.

21. If any of the provisions of these terms and conditions becomes or is invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and such invalid, illegal or unenforceable provisions shall be deemed severed from these terms and conditions and Mastercard and Promotor shall be entitled to replace such severed provisions with such other provisions as they may deem fit.
22. For purposes of the above, "Mastercard" refer collectively to the group of subsidiaries, affiliates, holding companies, associated entities, whether incorporated or not as well as agencies of Mastercard Asia/Pacific Pte. Ltd.;
23. The Agreement and these Terms and Conditions shall be governed by the laws of Singapore and both parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore. The Contracts (Rights of Third Parties) Act, Cap. 53B shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in this Agreement) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act, Cap. 53B to enforce this Agreement or any of its terms.