

TERMS & CONDITIONS

FOR

"TOP SPENDER EVERY HOUR EVERY LG MICROWAVE AND EVERY WEEK LG LED TV OFFER"

1. DEFINITIONS: For the purposes of these terms and conditions

- **"Card"** shall mean such variants of State Bank Debit Card/ SBI Credit Cards, which have been issued by Bank/SBICPSL and are valid and subsisting during the Program Period, except Bank/SBICPSL Corporate Credit Card.
- **"Card Holder/s"** shall mean such customer/s to whom a State Bank Debit Card/SBI Credit Card has been issued and who is authorized to hold the Card and who have received the communication from Bank/SBICPSL with respect to the Program by way of direct mailer / e-mailer / SMS /Net Banking or any other mode as per the discretion of Bank/SBICPSL.
- **"Primary Terms and Conditions"** shall mean the terms and conditions applicable to the Credit Card in addition to these Terms and Conditions.
- **"Program Period"** shall mean the period commencing from Oct 07, 2013 to Nov 05, 2013 (both days inclusive).
- **"Facility"** shall mean highest retail or online spends during each block of 1 hour time period (excluding Cash withdrawals at ATMs and banks, Void Transactions, Fuel payment, and Mutual Fund transactions) done on the Card during the Program Period.
- **"Program"** shall mean the Gift Offer for the Cardholder availing of the Facility during the Program Period.
- **"Gift"** shall mean the **free LG LED – Model no : 32LN4900 / LG Microwave – Model No:MS2021CW.DDRQEIL** – offered by Bank/SBICPSL/ its alliance partners on using the State Bank Debit Card/ SBI Credit Card during the Program Period. All Card Holders shall be eligible to win the Gift. However, the Gift will be given in the name of the primary card holder only.
- **"Void Transaction"** shall mean any transaction wherein the transaction made by using the Card has been cancelled by the Merchant Establishment prior to settlement with Bank/SBICPSL.
- **"Week"** shall mean period of **7 days** starting from **12.00 AM of the 1st day** and **ending at 11.59 PM of the last day** during the Program Period.

Week1 - 07th – 13th Oct

- **Week2 - 14th – 20th Oct**
- **Week-3 -21st – 27th Oct**
- **Week4 - 28th – 3rd Nov**

- **“Hour”** shall mean a **period of 60 minutes** from 10.00 AM to 10.00 PM as per Indian Standard Time each Day during the Program Period.

2. OFFER

- The Program is valid for the State Bank Debit/ SBI Credit Card Holder/s only and shall be valid and subsisting during the Program Period, unless otherwise notified by Bank/SBICPSL. The Card Holder/s shall be required to carry out at least one transaction using his Card in the Program Period in order to be eligible for the offer.

- **The offer construction shall be as follows:**

- Top Spender (**1 each for State Bank Debit Card & SBI Credit card respectively**) every Hour amongst all eligible Card Holders during the Program Period shall be eligible for LG Microwave – Model No: MS2021CW.DDRQEIL. Top spender every Hour will be the Card Holder who does the maximum total spends inclusive of all eligible transactions done on the Card during that Hour.
- Top 30 spender every week(15 each for Debit & Credit Card respectively) amongst all eligible Card Holders during the Program Period shall be eligible for LG LED – Model no : 32LN4900. Top 30 spenders every Week will be the Card Holder who does the maximum total spends inclusive of all eligible transactions done on the Card during the Week.
- In case of a tie between two or more Card Holders who have done the highest spends, the Card Holder who has done the first transaction during that Hour will be eligible for the LG Microwave – Model No: MS2021CW.DDRQEIL.
- **E.g:** If customer "A" & customer "B" both have spent a total of INR 75,000 which is highest spend for that Hour between 10.00 AM to 11.00 AM on 20th Oct, where Card Holder A completed the transaction at 10.01 AM & Card Holder "B" does at 10.11 AM on the same day, then Card Holder "A" will become eligible for Gift.
- In case of a tie between two or more Card Holders who have done the highest spends, the Card Holder who has done the first transaction during that WEEK will be eligible LG LED – Model no : 32LN4900 for the.

- E.g: If customer "A" & customer "B" both have spent a total of INR 2,00,000 which is highest spend for that WEEK where Card Holder A transacted for that total amount on 12th Oct at 10.01 AM on 12th Oct & Card Holder "B" does it on 13th Oct, at 10.11 AM. then Card Holder "A" will become eligible for Gift .
- In case there is a Tie in the above mentioned scenario overall retail spend will be taken into consideration
- The winners of the Gift/s shall be intimated through email and phone call on their registered email address and mobile number respectively. The winner list shall also be displayed on Bank/SBICPSL website.
- The winners shall be announced on the SBI Website by Dec 10, 2013
- Facilities /services which shall not be considered as purchases for the purpose of the Program are: Cash withdrawals at ATMs and banks and Void transactions.
- This Offer cannot be clubbed with any other offer that may be made available to the Customer/s by Bank/SBICPSL.
- Bank/SBICPSL shall, with the help of the authorised vendor, attempt to contact the customer to inform about this Gift won by him on his registered mobile number and send an email at his registered email address as per Bank/SBICPSL records. If Bank/SBICPSL is unable to get any confirmation from the customer after calling 6 times in a period of 15 days, or reply on email sent after sending an email to registered Email Id and 2 reminders on the email sent, the winner will be considered to be void, and the next eligible winner will be selected and the Gift will be assigned to that customer. Under no circumstances will the earlier winner be given the Gift once the next eligible winner is intimated about the Gift won by him or once the next eligible winner has confirmed to accept the Gift.
- The winning cardholder will be issued a letter by SBI with the details of the nearest collection centre address. The Cardholder needs to carry the letter received from bank along with the copy of the ID proof for collecting the Gift. The card holder should collect the gifts within 15 days of the receipt of the letter.
- Bank/SBICPSL shall hold the Gift till Jan 15, 2014, within which the Card Holder should contact the collection center to avail the Gift. After the termination of this time period, Bank/SBICPSL shall be under no obligation to entertain any requests or claims for the Gift Item. The cost of transportation

of the gifts from the collection centre to the residence has to be borne by the cardholder.

3. Other Terms and Conditions

- If the Card Holder/s ceases to be the Card Holder/s at any time during the Program period, or before dispatch of the Gift, all the benefits under the Program shall lapse and shall not be available to the Card Holder/s.
- If the Card Holder/s becomes delinquent at any time during the Program period or before dispatch of Gift, all the benefits under the Program shall lapse and shall not be available to the Card Holder/s.
- In case customer cancels any transaction/s due to which he/she has qualified for the gift, then the customer is not eligible for the gift. In case customer cancels the transaction after receiving the Gift then value equivalent to the Gift would be debited from his savings account / Credit Card account
- All disputes are subject to the exclusive jurisdiction of the competent courts of Mumbai
- All communication / notices with regard to this Program should be addressed to SBI for State Bank Debit Cards only and SBICPSL for SBI Credit Cards only. Bank/SBICPSL in all matters relating to the Program, the decision of Bank/SBICPSL shall be final and binding in all respects.
- These Terms shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Card of Bank/SBICPSL. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions.
- Bank/SBICPSL holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the Merchant Establishments. Any dispute or claim regarding the goods and services must be resolved by the Card Holder/s with the Merchant Establishment directly without any reference to Bank/SBICPSL. The existence of a dispute, if any, regarding the Product/s shall not constitute a claim against Bank/SBICPSL.
- Bank/SBICPSL 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 Program.
- Bank/SBICPSL reserves the right to modify/ change all or any of the terms applicable to the Program without assigning any reasons or without any prior

intimation whatsoever. Bank/SBICPSL also reserves the right to discontinue the Program without assigning any reasons or without any prior intimation whatsoever.

- Bank/SBICPSL reserves the right to disqualify/ exclude any Merchant Establishment or Card Holder/s from the Program if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program or otherwise by use of the Card.
- All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Program shall be borne solely by the Card Holder/s and Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues. Bank/SBICPSL shall be entitled to deduct or set off the amounts of taxes, etc., if any, mentioned above from all amounts payable by Bank/SBICPSL to the Card Holder/s and balance amount, if any, of Cash Back will be paid to the Card Holder/s / credited to the account of the Card Holder/s.
- The Program is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.
- Bank/SBICPSL shall not be held liable for any delay or loss that may be caused in delivery of the Gift.
- In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of Bank/SBICPSL.
- Bank/SBICPSL will get confirmation from all the winners by Dec 31, 2013
- One Card Holder is eligible to get only one Gift during the Promotion Period.
- For NRI Card Holders, the Gift will not be dispatched to the registered address if registered address is outside India. In such case, the Gift will either be delivered to any branch of Bank/SBICPSL located in India. The Card Holder or Power of Attorney holder of Card Holder can pick up the Gift from the Branch.
- For detailed terms and conditions related to SBI Credit Card please visit www.sbicard.com.