

Terms and Conditions

- A. This Offer is being organized, sponsored and run by One97 Communications Limited (hereinafter "One97" or "Paytm") a company which owns and operates an online marketplace on the website located at the URL: 'www.paytm.com' and Paytm mobile application (hereinafter "Paytm Platform").
- B. The below terms and conditions govern your participation in the Offer. By participating in the Offer, you (hereinafter referred to as "Participant/User") shall be deemed to have read, understood and unconditionally accept the terms and conditions of the Offer and further agree to irrevocably bound by these Terms & Conditions (including any variations to the same made by Paytm without prior notice).

Part A - General T&Cs of the Offer:

- a) This Offer is designed by Paytm for the Users and can be accessed at the Merchant App.
- b) To participate in this Offer and to get the cashback user must complete a transaction on Merchant app using **Paytm UPI lite/UPI**
- c) A transaction will only be considered valid for participation if it is done on Merchant App using Paytm UPI Lite within the Offer Period.
- d) Users who complete an eligible transaction during the Offer Period will receive a scratch card.
- e) The users can locate the scratch card issued to them in the 'Cashback and Offer' section of their Paytm app.
- f) The scratch cards issued to the Participant from this offer will expire after 2 days of its issuance.
- g) Upon scratching the scratch cards, the Participant will get the cashback in their UPI linked account.
- h) The cashback will be credited within a period of maximum 30 days from the completion of transaction and redemption of the scratch card on Paytm App.
- i) This offer is valid once per user during the Offer validity.
- j) Minimum Assured Cashback: **Rs. 5** on each UPI txn using **Paytm UPI Lite/UPI**.
- k) The Offer is being made purely on a "best effort" basis and is valid during Offer Period only.
- l) In cases of fraudulent/suspicious transactions, Paytm solely reserves the right to revoke the offer or cancel (mark ineligible) a transaction and corresponding cashback.
- m) These Offers shall not be clubbed/used in conjunction/alongside any prevailing Offer/ promotion(s) available on Merchant Platform. Further the Offers are non-transferable, non-encashable, non-refundable.
- n) In case of any issues regarding the Offer, kindly contact Paytm Customer Support.
- o) Paytm reserves its absolute right to amend, modify, change, add, withdraw, alter any terms and conditions of the Offer or terminate this Offer without any prior notice. In case there is any discrepancy or dispute regarding the Offer, the decision by Paytm shall be final and binding. Neither Paytm nor any third party shall have any liability towards any User.

How to avail the Cashback

- Visit Merchant App
- Complete a transaction as per the Offer stated above.
- You will receive a scratch card upon completion of the eligible transaction.
- Go to the 'Cashback and Offer' section of your Paytm app and get your scratch card.
- Scratch your scratch card and redeem it.

Part B - Legal Terms & Conditions

1. By participating in this Offer,
 - a) The Participants hereby irrevocably authorize Paytm and its owners, affiliates, subsidiaries, associates and grants a royalty-free and perpetual right to use as per Paytm's discretion any and all data gathered during and/or after the Offers in respect of the Participant (including but not limited to name and photograph and other personal details) for the purpose of this Offers and or in any of its communications including marketing promotions along with or without Paytm's brand and advertisements, social media, Paytm Platform or any other public domain.
 - b) Participants hereby consent to the information being shared by Paytm with its affiliates and service providers in order to fulfill the Offer.
 - c) Participant/s confirms and hereby waives 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 contests offers from Paytm.
2. All material and content contained in Paytm Platform is made available for Participant's personal and noncommercial use only. Any other use of the material/ content on Paytm Platform and/ or any information disseminated by SMS or any other means of communication are strictly prohibited.
3. SUBJECT TO ANY APPLICABLE LAW (A)ALL WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED INCLUDING, BUT NOT LIMITED TO, MEETING OF THE PARTICIPANT'S REQUIREMENTS OR ASPIRATIONS, TIMELINESS, SECURITY, THE RESULTS OR RELIABILITY OF THE CONTEST/OFFER, DELAY IN SENDING OR RECEIVING THE SMS OR ANY OTHER COMMUNICATION FOR PARTICIPATING IN THE OFFERS, DELAY IN TIME TAKEN FOR THE PROCESS, OR THE DELIVERY, QUALITY, QUANTITY, MERCHANTABILITY, FITNESS FOR USE OR A PARTICULAR PURPOSE OR NON-INFRINGEMENT IN RESPECT OF ANY GOODS, SERVICES, BENEFITS OR CASHBACK/GRATIFICATION/AWARDS ACQUIRED OR OBTAINED THROUGH THE OFFERS OR ANY TRANSACTIONS EFFECTED THROUGH THE OFFERS; (B) THE PARTICIPANT EXPRESSLY AGREE THAT PARTICIPATION IN THE OFFER IS AT HIS/HER SOLE RISK AND DISCRETION AND IS GOVERNED BY THE TERMS AND CONDITIONS HEREIN; AND (C) NO ADVICE OR INFORMATION WHETHER BY REPRESENTATIONS, ORAL, WRITTEN OR PICTORIAL DERIVED FROM THE PAYTM PLATFORMS INCLUDING BUT NOT LIMITED TO WEBSITES/ SMS, SHALL BE CONSTRUED TO MEAN THE GIVING OF ANY WARRANTY OF ANY KIND WHATSOEVER. PAYTM DOES NOT MAKE ANY COMMITMENT OR WARRANTY, EXPRESS OR IMPLIED TO RESPOND TO ANY FEEDBACK, SUGGESTION AND/OR QUERIES OF THE PARTICIPANT(S).
4. The Cashback to the Participants shall be given subject to compliance with all applicable statutory legislations and laws, processes and formalities in connection with the Cashback and on production of all such documents/papers as may be required by Paytm. Any failure on the part of the Participant(s) to comply with directions issued by Paytm for claim of Cashback shall entitle Paytm to forfeit the Cashback or roll the Cashback over to the next eligible Participants(s), at their sole discretion.
5. The Cashback(s) under this Offer are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the cashbacks shall be subject to such

other T&C as may be applicable to specific cashback and shall have to be duly complied with by the winner(s).

6. The Participant's hereby agree and undertake not to hold Paytm or any of its group entities or affiliates, its 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 Offer. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN CASE OF ANY DISPUTE, MAXIMUM AGGREGATE LIABILITY OF PAYTM, SHALL NOT EXCEED VALUE OF THE CONCERNED CASHBACK.
7. Paytm reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, the T&C and cashback 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 Participant. Paytm reserves all the rights to offer any amount/coupon/voucher/any other cashback equivalent to the cost of the cashback. No queries/complaints whatsoever in this regard will be entertained.
8. The Participants 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 Participants under the T&C hereunder; (ii) any failure by the Participants to comply with applicable law and (iii) any third party claim in respect of misuse of any information of a third party by the Participant. Paytm shall have the right to defend themselves, pursuant to this clause, at the cost of the Participants. 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 winner(s) or any third party, in connection with the Offer.
9. Paytm or its affiliates or associates or agents shall not be responsible or liable to Participant/winner(s) or any third party, for any direct and or indirect losses, damages or claims of whatsoever nature including (1) incidental, special, punitive or consequential damages, loss of profits, technical errors or failures, mobile connectivity, delay in sending or receiving the SMS or any other communication to the Participants, or any action that has been initiated, actioned or completed through Participants mobile phones, failure of servers or the failure to provide the updates or any failures arising out of technical snags or resultant inability of the Participant(s) to view or observe the Offers or T&C, or (2) any personal loss or injury that may be suffered (including loss of life) by a Participant(s) and/or any third party, directly or indirectly, by use or non-use of the Offer or Cashback or Paytm Platform or Product purchased or booked through Paytm Platform.
10. Apart from the Offer and Cashback, the Participants or their legal heirs/ successors/ representatives shall have no other rights or claims against Paytm, its owners and affiliates.
11. This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, and act of terror, political unrests, technical snags, act of God, change of laws or technical errors or failure, computer viruses, tampering, unauthorized intervention, interception, fraud, technical failures, epidemic, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities change in guidelines of Government agencies/authorities, regulatory directions/instructions/ruling, inclement weather, topographical/ geographic/ demographic factors, maintenance work, availability of interconnection with other networks, network issues or any circumstance beyond the control of Paytm ("**Force Majeure Event**"). Paytm shall not be liable for any delay or adverse effect or failure or breach or damages or act or omission caused to this Offers or Participant(s) as a result of a Force Majeure Event.

12. Paytm shall not be responsible for system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections or other technical difficulties or any other force majeure event that may prevent a Participant from participating in the Offer.
13. Failure by Paytm to enforce any of its rights at any stage does not constitute a waiver of those rights. Paytm may assign any of its rights hereunder to any party without prior intimation to Participant(s). Participant(s) shall not assign any of its rights or obligations hereunder to any other party.
14. If any terms and conditions of the Offer are found to be invalid or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions.
15. The decision of Paytm on all aspects including with regard to administering the Offer shall be final and binding on the Participant.
16. Paytm reserves the right to forfeit the cashback or to disqualify or to declare any Participant ineligible, in the event of failure or breach or non-adherence to the T&C by the Participant.
17. These T&C of the Offer are the extension of the Paytm policies/terms and conditions, mentioned on the Paytm Platform. In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Offer, these T&C shall prevail over all such other instructions, rules and conditions or any other document or agreement.
18. Any dispute arising out of the Offer and/or the T&C shall be attempted to be resolved amicably through negotiations.
19. This Offer and T&C are subject to Indian laws and the exclusive jurisdiction of the Courts at New Delhi.