

Terms and Conditions

1. This marketing program ("**Program**") is from **HDFC Bank Limited ("HDFC")** under an arrangement with Mobitech Creations Private Limited ("**Mobitech Creations Private Limited**"). It is open to all residents of India holding a valid and active HDFC Card ("**Cardholder**") and to whom a communication is sent by HDFC and/or Mobitech Creations Private Limited.
2. The Validity of the Program ("**Term**") is as per offer construct mentioned below in point 4, unless extended by HDFC and Mobitech Creations Private Limited by mutual consent in writing.
3. All HDFC Cardholders, excluding HDFC Corporate Credit Card with no payment outstanding of more than thirty (30) days, are covered under this Program.
4. Under this Program, cardholder can avail the following offer –
 - a. Rs. 1,500 cashback with HDFC credit or debit card on EMI and non-EMI transactions on OnePlus 6 priced at Rs 34,999, Rs. 39,999 & 43,999 at Mobitech Creations Private Limited's official sales channels from **23rd July, 2018 until 30th July, 2018**.
 - b. The cashback amount for transactions done on official channels will be credited to the eligible cardholder's account within October 30th, 2018. The offer at Mobitech Creations Private Limited can be availed only once per card between **23rd July, 2018 until 30th July, 2018**.
 - c. Minimum transaction amount needs to be Rs. 20,000 for a transaction to be considered eligible for cashback.
5. The offer is also valid on **Online EMI transactions** done at Mobitech Creations Private Limited's official sales channels. An interest rate as applicable on individual channels on monthly reducing balance for EMI transactions on HDFC Credit Card will be chargeable.
6. No cashback will be posted in case of partial/full refund.

Other Terms and Conditions:

1. The above offer (hereinafter, the "**Offer**") is by way of a special offer for HDFC Cardholders only and nothing contained herein shall prejudice or affect the terms and conditions of the card agreement and Convert2EMI terms and conditions. The terms of the above offer shall be in addition to and not in derogation of the terms contained in the card agreement and Convert2EMI terms and conditions.
2. Any query regarding the Offer will be entertained only till the Offer Duration. Any issue with cashback posting will be entertained only till 30th November, 2018. Post such dates, HDFC & Mobitech Creations Private Limited will not entertain any correspondence or communication regarding this Program from any persons.
3. In case of cancellation of your order, transaction will not qualify for the Offer.

4. HDFC does not endorse any of the products or brands being offered under the Program and will not accept any liability pertaining to the quality, merchantability, fitness, delivery, or after sales service of such products.
5. All the existing offers, gifts, discounts etc. that are being offered can be availed by the Cardholders as part of this exclusive offer as mentioned in the communication.
6. Pictures of products shown in the communication sent to the customer either through mailers or advertised on the website, are representative only and may not bear a resemblance to the actual products. None of the parties shall under any circumstances be responsible towards the same.
7. Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer.
8. Under no circumstance will the offer/discount being offered under this Program be settled with cash in lieu by HDFC or by Mobitech Creations Private Limited.
9. HDFC will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by Mobitech Creations Private Limited on products/services other than the Offer and the same shall be at the sole risk and consequences of Mobitech Creations Private Limited and without reference to HDFC.
10. All government levies like Sales Tax, TDS, any Local Tax, Octroi etc., shall be payable by the Cardholder as applicable at the time the respective Programs were offered.
11. Cardholders are not bound in anyway to participate in the Programs. Any such participation is voluntary and the same is being made purely on a "best effort basis".
12. This Offer shall be subject to all applicable laws, rules and regulations which are in existence and which may be promulgated anytime by any statutory authority.
13. HDFC and Mobitech Creations Private Limited reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary all of these terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this Offer or not, or to extend or withdraw it altogether.
14. Any person availing this Offer shall be deemed to have accepted these terms and conditions.
15. This Agreement shall be governed by the laws of India, without respect to any applicable conflict of law provisions. Any disputes arising out of the Offer shall be subject to arbitration by a sole arbitrator to be appointed by HDFC for this purpose. The proceedings of the arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at New Delhi for HDFC and language of arbitration shall be English. The existence of a dispute, if any, shall not constitute a claim against HDFC.