

Terms and Conditions

1. This offer ("**Offer**") is made available to you on www.amazon.in or the mobile site and mobile application thereof (collectively, "**Amazon.in**") by Visa Worldwide Pte. Limited ("**Visa**") along with Amazon Pay (India) Private Limited ("**Amazon**").
2. This Offer is open to all residents of India, provided they hold a valid Indian passport that is "Emigration Check Not Required" for Mega Prizes (*defined below*) and a valid Visa debit card or credit card (each a "**Card**") issued in India by any bank (each a "**Cardholder**").
3. Subject to these Offer Terms, Cardholders who make a purchase at Amazon.in during the Offer Period, except for the purchase of Ineligible Products (*defined below*), and make payment for the said purchase using a Card are eligible to participate in this Offer (each such customer, an "**Eligible Customer**").
4. In order to avail the Offer, the Eligible Customer must pay for the purchase only with a Card and by using "Verified by Visa" option to authenticate payment for their purchase transaction. Eligible Customers choosing to pay for the purchases using Cash-on-Delivery (CoD), Netbanking, Debit and PIN, Amazon Pay Balance, MasterCard, American Express, RuPay, Discover, Diners or any other debit card or credit card, are not eligible to avail any benefit under this Offer.
5. These Offer terms and conditions ("**Offer Terms**") are in addition to the Amazon.in Conditions of Use & Sale and Privacy Notice to which you agree to by using Amazon.in. In the event of any conflict between the Conditions of Use & Sale and these Offer Terms, these Offer Terms will prevail, only for the purposes of this Offer.
6. The validity of the Offer is from April 1, 2018 to April 30, 2018 (both days included) ("**Offer Period**"), unless extended or revoked without prior notice and without liability by Visa or Amazon, at their sole discretion.
7. **Daily Prizes:** 20 Eligible Customers who purchase the maximum number of units of products on the Website (each a "**Unit**"), on a per day basis, during the Offer Period will be provided INR 1,000 each ("**Daily Prize**") as Amazon.in Gift Cards (issued by QwikSilver Solutions Private Limited) redeemable as Amazon Pay Balance (such Eligible Customers, "**Daily Winners**"). For the avoidance of doubt, in accordance with the above 20 Daily Winners will be identified for each day of the Offer Period.
8. **Final Prizes:**
 - (a) the Eligible Customer who purchases the most number of Units on the Website on an aggregated / cumulative basis during the Offer Period ("**First Mega Winner**"), will be provided a package for a couple ("**Package**") to the final match ("**First Mega Prize**") of the FIFA Football World Cup, 2018 to be held in Moscow ("**2018 FIFA World Cup Russia**").
 - (b) the Eligible Customer who purchases the second most number of Units on the Website on an aggregated / cumulative basis during the Offer Period ("**Second Mega Winner**"), will be provided a Package for the Moscow semi-final match ("**Second Mega Prize**") of the 2018 FIFA World Cup Russia.

For clarity, First Mega Winner and Second Mega Winner are collectively referred to as "**Mega Winners**" and the First Mega Prize and the Second Mega Prize are collectively referred to as "**Mega Prizes**".
 - (c) excluding the First Mega Winner and Second Mega Winner, 50 Eligible Customers who purchase the most number of Units on the Website on an aggregated / cumulative basis during the Offer Period ("**Merchandise Winners**") will be provided merchandise related to the 2018 FIFA World Cup Russia ("**Merchandise Prizes**").

For clarity, the First Mega Winner, Second Mega Winner and Merchandise Winners, are collectively referred to as "**Final Winners**"; and First Mega Prize, Second Mega Prize and Merchandise Prizes, are collectively referred to as "**Final Prizes**". Further, the Daily Winners and the Final Winners are collectively referred to as "**Winners**".
9. For the avoidance of doubt:

- (a) The Daily Winners and Final Winners will be determined on the basis of the number of Units of various products purchased on the Website, and not on the basis of: (i) the value of the order / purchases made, or (ii) the number of products purchased on the Website.
- (b) As an illustration for (a) above, if an Eligible Customer purchases 3 Units of product A and 2 Units of product B, the Eligible Customer will be considered to have purchased 5 Units.
- (c) The merchandise for Merchandise Prizes will be selected solely by Visa.
10. In the event multiple Eligible Customers purchase the same number of Units during the relevant period (i.e. each day of the Offer Period or throughout the Offer Period), the Eligible Customer whose purchase value of the Units is higher will be selected.
11. The details of the Package for the Prize are as below:

Packages	2 Packages in total: 1 Package is for 2 persons.
Number of Package to be provided under the Contest	2: one to the First Mega Winner for the final match of the 2018 FIFA World Cup Russia in Moscow and one to the Second Mega Winner for the Moscow semi-final match of the 2018 FIFA World Cup Russia.
Inclusions of the Package	<ul style="list-style-type: none"> ➤ Deluxe accommodation for 2 persons on twin sharing basis, with daily breakfast, for 4 nights. ➤ Category 1 match ticket with pre-match hospitality. ➤ Air tickets. In this regard, it is clarified that the cheapest roundtrip economy class air tickets will be provided to the Mega Winners and the travel companions of the Mega Winners. In other words the flights will be selected based on the cost of the air tickets and the Mega Winners and their travel companions will not be provided a choice of the flights. ➤ All scheduled ground transportation. ➤ Amenity / gift items. ➤ Group activity / tour. ➤ Visa prepaid product. ➤ Visa Events Team support onsite.
Exclusions of the Package (the cost and expenses need to be borne by the Mega Winners)	<ul style="list-style-type: none"> ➤ Ground/air/rail transportation not specifically mentioned above (including transportation to and from the Mega Winners' homes). ➤ Airport improvement fees. ➤ Insurance (including, but not limited to, travel insurance, medical insurance and trip cancellation insurance). ➤ Connecting flights (including to the departure gateway city). ➤ Sightseeing tours and other in-destination activities. ➤ Taxes. ➤ Travel related fees/surcharges (including, but not limited to, additional baggage, airport improvement fees, taxes, etc.). ➤ Excess baggage fees. ➤ Costs associated with obtaining travel documents (including, but not limited to passports). ➤ Costs associated with obtaining necessary vaccinations.

	<ul style="list-style-type: none">➤ Items of personal nature / personal expenses.➤ Additional meals.➤ Room upgrade.➤ Tips & gratuities.➤ In-room movies, mini bar, laundry and any other incidental expenses.
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12. Visa shall take reasonable efforts to provide further information about Package inclusions as may be requested by the Mega Winners. The number of Unit(s) that are cancelled or returned by the Eligible Customer will not be considered for the determination of the total number of Units purchased by such Eligible Customer.
13. The Units purchased using equated monthly installments will not be considered for the purposes of this Offer.
14. The amount of the Daily Prize Amazon Pay Balance will be credited in the Eligible Customer's Amazon.in within 15 days from the relevant day to which the Daily Winner relates. The cashback will be provided in the form of Amazon.in Gift Card, issued by Quiksilver Solutions Private Limited ("**Gift Card**"). The use and redemption of the Gift Card(s) is governed by the Amazon.in Gift Card Terms and Conditions, available at: https://www.amazon.in/gp/help/customer/display.html%3FnodeId=201522810&app-nav-type=modal/ref=gcu_i_d_e_t_c_o_d_b_w.
15. The Daily Winners would be announced on the Website after 3 days from the relevant day (to which the Daily Winner relates).
16. The Final Winners would be announced on the Website within 15 days after the end of the Offer Period.
17. The Daily Winners and Final Winners will also be contacted by e-mail to their e-mail address registered in their respective Amazon.in account.
18. On the receipt of the said e-mail, Mega Winners are required to respond with their acceptance of the respective prizes within 3 days of the receipt of the e-mail. In case of a failure to respond and/or accept the prize, such Mega Winner shall be considered to have forfeited the prize offered. On such forfeiture, such winner will not be entitled to the applicable prize, and in such an event the next Eligible Customer shall be chosen in accordance with the applicable criteria.
19. An Eligible Customer who has been provided a Daily Prize will nevertheless be eligible to avail a Final Prize.
20. Visa and Amazon agree that their employees, their respective immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren) are not eligible to win the Mega Prizes.
21. The Offer is not valid on purchase of (i) Amazon Gift Card; (ii) Amazon Pay Balance; (iii) Recharges (iv) gold coins; (v) RBL bank cards; (vi) bank cards (such as RBL and ticket compliments GCs); (vii) annual Prime membership; (viii) precious jewellery; and (ix) Samsung mobile and tablet devices except for (a) Samsung Galaxy On5 Pro, and (b) Samsung Galaxy On7 Pro. X) any digital delivery products ("**Ineligible Products**").
22. Any query / issue in relation to the Daily Prizes will be entertained by Amazon only till July 30, 2018. Any query / issue in relation to the Final Prize will be entertained by Visa only till July 30, 2018. Post such date, neither Visa nor Amazon will not entertain any correspondence or communication regarding this Offer from any person.
23. Amazon and Visa do not endorse any of the products or brands being offered under the Offer and will not accept any liability pertaining to the quality, merchantability, fitness, delivery or after sales service of such products.
24. The purchase of any product / Unit on Amazon.in will be governed by the terms of sale, including terms of or restrictions (if any) on exchange, applicable to the sale of the Product on Amazon.in.

25. The products / Units offered under this Offer are subject to availability and accordingly Amazon, Amazon Seller Services Private Limited and/or Visa in no circumstances shall be liable for non-availability of any of the products.
26. The 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
27. In the event a purchase transaction consists of multiple products including any Ineligible Product(s), the Eligible Customer will not be disqualified from availing this Offer, however the Ineligible Products will not be considered for the determination of the total number of Units purchased by such Eligible Customer.
28. Any disputes arising out of this Offer will be subject to the exclusive jurisdiction of the courts at Bangalore.
29. Amazon and Visa 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.
30. To the extent permitted by applicable laws, no person shall have any claim whatsoever against Amazon or Visa 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 any such person in connection with or with respect to the Offer and/or any prizes proposed to be given hereunder. By participating in this Offer, every Cardholder / Eligible Customer expressly agrees that Amazon or any of its affiliates will not be liable or responsible for any loss or damage whatsoever that an Eligible Customer may suffer, directly or indirectly, in connection with this Offer. Nothing herein amounts to a commitment by Visa or Amazon to conduct further, similar or other offers. Without prejudice to the generality of the foregoing, neither Visa nor Amazon shall be liable for any acts beyond their control such as acts of God or public enemies, or war.
31. The details of all Final Prizes shall be determined by Visa in its absolute discretion. Some restrictions may apply. Travel for the Mega Prize must take place only on the dates determined by Visa, at its sole discretion.
32. Each Mega Winner and their travel companions must (i) be of at least 18 years of age, unless accompanied by a parent or legal guardian, (ii) hold a valid Indian passport that is 'Emigration Check Not Required', and (iii) sign and return (or in the case of a minor have his/her parent or legal guardian sign and return on his/her behalf) a release of liability and consent to publicity form and/or any other document required for the purposes connected with the Package or Mega Prize, (as provided / issued by Visa). The Mega Winners may be required to present a valid major credit card to the hotel allotted to them upon check-in. If a Mega Winner elects to travel alone, such Mega Winner is not eligible for any additional compensation under any circumstances.
33. Tickets issued as part of the Mega Prize are subject to certain terms and conditions as may be specified by Visa and/or the concerned airlines. Hotel stays issued as a part of the Mega Prize is subject to hotel's terms and conditions, including but not limited to check-in and checkout times. Documentation that is reasonably necessary to make travel arrangements for the Mega Winners (e.g. passport number) must be supplied upon request, and failure to do so promptly may result in the forfeiture of the Mega Prize(s). The travelers on the Package for a Mega Prize must travel together on the same itinerary and are responsible for ensuring they have all necessary travel documents prior to and for their travel (e.g. valid passport).
34. All Winners are fully responsible for any and all applicable taxes (including income tax and withholding taxes). The Mega Winners along with their companion are responsible for any additional expenses not included in the Mega Prizes, including the list of exclusions set-out in the table above.
35. No refund or compensation will be made in the event of the cancellation or delay of any flight or failure to obtain or a denial of a visa for entry to Russia or the cancellation or postponement of a part or the entire 2018 FIFA World Cup Russia. Visa and Amazon shall have no

- responsibility for flight cancellations, alterations, weather delays, weather cancellations or other changes to the travel itinerary or the Package (whether having the effect of lengthening or shortening the trip itinerary) or the accommodation and, by participating in this Offer, the Mega Winners acknowledges and accepts such risks, and agrees that Visa is only responsible for the Package inclusions as listed herein, subject to these Offer Terms, and are not responsible for any additional costs or expenses that may be incurred by the Mega Winners or their companion as a result of any changes in itinerary or Package or the accommodation.
36. All tickets issued under the Mega Prizes are not eligible for frequent flyer miles. Once reservations are made, they cannot be changed by the Mega Winners.
 37. Visa, has the right, in its absolute discretion, to disqualify and/or remove any of the Mega Winner and their respective companions from any activity included in the Package, at any time, if such individual is at any point uncooperative, disruptive, abusive, or unobservant of applicable rules, laws or regulations, or if such individual is likely to cause or has caused damage to person, property, or the reputation of Visa or, as determined in the absolute discretion of Visa or Amazon.
 38. No financial compensation will be provided or available to the Mega Winner if the actual Mega Prize and the benefits provided to the respective Mega Winner differs from the description set-out in these Offer Terms or cancellation or postponement of the 2018 FIFA World Cup Russia. The Mega Prize must be accepted as awarded, without substitution, transfer, exchange (for cash or otherwise) or assignment, unless otherwise determined in the absolute discretion of Visa and/or Amazon and/or prize supplier(s). The prizes provided as the Mega Prizes are dependent on a number of factors, including factors beyond Visa's or Amazon's control, hence may differ from the description provided in these Offer Terms. The Packages under the Mega Prize are provided "as is" without further warranty of any kind.
 39. Any unused portion of the Package, once awarded, will be deemed forfeited by the concerned Mega Winner, and no financial compensation will be made or required in respect of such unused portion. The prizes proposed to be provided as the Mega Prizes will not be replaced in the event any document related thereto is lost, destroyed, mutilated, stolen or cannot be presented on demand, and the Mega Winner will be deemed to have forfeited such Mega Prize.
 40. Visa reserves the right in its absolute discretion, to substitute either of the Mega Prizes or a part thereof with a prize or a component of a prize of similar value, including, without limitation, a monetary award, if the relevant Mega Prize(s) or part thereof cannot be awarded or provided to the Mega Prize for any reason whatsoever.
 41. Once awarded, the Package cannot be resold or commercially traded in any manner, directly or indirectly.
 42. In order to be selected a winner and eligible to any offers or benefits hereunder, each Eligible Customer consents to Visa and Amazon's disclosure of personal information to any third party for the provision of such prize or benefits or the fulfillment thereof.
 43. Visa and/or Amazon reserve the right, in their absolute discretion, to disqualify without notice, any Cardholder or Eligible Customer found to be: violating these Offer Terms; tampering or attempting to tamper with the entry process or the operation of the Offer or the Website; acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Offer. Any attempt by an individual to undermine the legitimate operation of this Offer may be a violation of the applicable criminal and/or civil laws. Should any such attempt be made, Visa and/or Amazon reserve the right to seek remedies, including criminal prosecution, and damages to the maximum extent permitted by law.
 44. If a dispute arises regarding the identity of any of the Winners, the applicable entry will be deemed to have been submitted by the authorized account holder of the Website account provided at the time of entry or purchase on the Website. Any of the Winners may be required to provide proof that he or she is the authorized account holder of the Website account. Whether or not an individual constitutes the authorized account holder in question will be determined by Amazon in its sole discretion; and, if the name of the authorized account holder does not accord with the full name provided at the time of entry, the applicable entry may be disqualified.

45. The offer is not valid in jurisdictions where such offers are prohibited under law, including but not limited to the state of Tamil Nadu. Persons residing in such jurisdictions are ineligible to avail this Offer.
46. The Mega Prize Winners agree to comply with the terms and conditions applicable to the issue and use of match tickets from time to time by the organizer for the 2018 FIFA World Cup Russia. Such terms and conditions are stipulated in the Ticket License Agreement (please refer at the back of the physical ticket (once issued) and include prohibitions against any use of the ticket in connection with any commercial promotion or contest (without the consent of 2018 FIFA World Cup Russia organizer or relevant authority) and the unauthorized sale of the ticket in excess of face value of the ticket.
47. The Mega Winners shall not display or publicize any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to be ambush marketing or an abuse of the 2018 FIFA World Cup Russia, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon any of 2018 FIFA World Cup Russia while using any 2018 FIFA World Cup Russia tickets. Each Mega Winner agrees and acknowledges that any breach of this clause will cause significant damage and loss to 2018 FIFA World Cup Russia and the Mega Winner hereby agrees to be liable to 2018 FIFA World Cup Russia for the damages and losses by the Mega Winner and his/her travel companion.
48. Under no circumstance will the offer/discount or prizes being offered under this Offer be settled with cash in lieu by Visa or by Amazon.
49. All disputes between the Cardholders and the Card issuing bank / entity will be resolved *inter se*, and Amazon will not (nor will be liable or obliged to) mediate or resolve any dispute or disagreement between the Eligible Customers and the Card issuing bank / entity.
50. Nothing herein shall prejudice or affect the terms and conditions of Visa card member agreement between a Cardholder and the issuing bank.
51. This Offer is a special offer for the Cardholders.
52. Cardholders are not bound in any manner to participate in the Offer. Any such participation is voluntary.
53. Any person availing this Offer will be deemed to have accepted these Offer Terms.