



American Express® Terms and Conditions

- This offer is open to all American Express Cardmembers whose accounts are valid and in good standing. An American Express Cardmember ("Cardmember") for this Offer means a person holding a Card issued by American Express Banking Corp. in India. This offer is not valid for American Express Corporate Cards and/or Cards issued by a third party bearing the name or trademark or service mark or logo of American Express issued by American Express Banking Corp. in India.
- This program is being offered by the participating service establishment only and shall be valid for the period mentioned in the offer.
- The offer in this program will be fulfilled at the merchant's end only.
- This offer is being made purely on a "best effort" basis. The Cardmembers are not bound in any manner to participate in this offer and any such participation is purely voluntary.
- American Express is neither responsible for availability of services nor guarantees the quality of the goods/services and is not liable for any defect or deficiency of goods or services so obtained/availed of by the Cardmembers under this offer. Any disputes with regards to the quality of goods/services availed shall be taken up with the merchant/service establishment directly. American Express shall have no liability whatsoever regarding the same.
- American Express shall not be liable whatsoever for any loss/damage/claims that may arise out of use or non-use of any goods or services availed by Cardmember under this offer. American Express reserves its absolute right to withdraw and/or alter any of the terms and conditions of the offer at any time without prior notice.
- Nothing expressed or implied in the program shall in any way waive or amend any of the Terms and Conditions of the existing Cardmember agreement with the Card issuer.
- To receive this offer, purchase should be charged in full to the American Express® Card. No cash alternative is available.
- Any disputes arising out of and in connection with this program shall be subject to the exclusive jurisdiction of the courts in the city of Mumbai only.

Flipkart Terms and Conditions

Offer: Get flat Rs. 5,000 Instant Discount on minimum purchases of Rs. 50,000 on Flipkart.

- The Offer is valid from 4 September 2021 to 5 September 2021.
- Under this Offer, Cardmembers will get a flat INR 5000 instant discount on the purchase of select products sold on the Platform.
- Offer discount will be applied on the Net Cart Value ("NCV"). The minimum NCV to avail this Offer is INR 50,000. The maximum discount per Card during the Offer Period is INR 5000. NCV shall mean the total value product/s in the cart after all applicable discounts, exchange offer redemptions and taxes.
- The offer is applicable only once per Card during the offer period including flight bookings.
- This offer is also applicable on Supplementary Cards.

- In order to avail the offer on Travel category, Cardmembers are required to apply the promo code **“FLYAMEX”** for Domestic Flights and International Flight bookings. The discount amount for travel bookings is calculated on the net payable amount minus the convenience fee.
- The following categories are excluded from the offer, any purchases made on these will not be eligible for the discount:
 1. Infant milk substitutes, feeding bottles or infant foods.
 2. Select Godrej Furniture products.
 3. Life Insurance.
 4. Select Mobiles
 5. Select Appliances and Electronics
 6. Hotel and bus bookings.
 7. Gold and Silver Coins.
- In case partial payment is made through Flipkart Gift Card, Offer will apply only on the amount paid through the Card against the purchase of eligible products, provided such amount equals or exceeds INR 50,000.
- Net Card Value should be INR 50000 with eligible products, and if the cart includes any product which is not eligible then Cardmember will not be eligible for the discount
- Offer is also valid on EMI transactions made with American Express Credit Cards and American Express EMI T&C's will apply.
- This Offer is not applicable on transactions made through Internet Banking or Phone Pe or other wallet payment options.
- Cardmember is requested to ensure the applicable discount is applied before making the payment.
- The Offer is not applicable for Card-on-delivery transactions or orders converted from Cash Delivery to Prepaid.
- In case of cancellation of order, the transaction will not qualify for the offer. If Cardmember cancels a part of their order, they will qualify for the offer only on the net amount paid basis eligibility. And if after partial cancellation the net amount paid for eligible products is not INR 50000, the discount amount will be adjusted against the refund amount.
- Flipkart/Flipkart Advanz reserves the right to disqualify the Cardmembers from the benefits of the Offer, if any fraudulent activity is identified as being carried out for availing the benefits under the said Offer or otherwise by use of the Card.
- Any person availing this Offer shall be deemed to have accepted these terms and conditions.
- Flipkart Advanz and Flipkart reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary 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.
- Delinquent and over-limit Card and Cardmembers will not qualify for this Offer.
- Cardmembers are not bound in any way to participate in this Offer. Any participation is voluntary, and the Offer is being made purely on a best effort basis.
- Any query regarding the Offer will be entertained until 5th October 2021 only. Post such date, Flipkart Advanz and Flipkart will not entertain any correspondence or communication regarding this Offer.

- American Express Banking Corp./Flipkart/Flipkart Advanz 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 which shall be at the sole liability to sellers on the Platform.
- All the existing offers, gifts, discounts etc. that are being offered can be availed by the Cardmembers as part of this exclusive offer as mentioned in the communication.
- Pictures of products shown in the communication sent to the Cardmember 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.
- Products offered under this Offer are subject to availability from the respective participating merchants/sellers on the Platform and accordingly American Express Banking Corp., Flipkart Advanz or Flipkart in no circumstances shall be liable for non-availability of any of the products.
- Under no circumstance will the Offer/discount being offered under this Offer be settled with cash in lieu by American Express Banking Corp. or by Flipkart or by Flipkart Advanz.
- Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer
- American Express Banking Corp. and Flipkart Advanz will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by seller(s) on products/services made available by it and the same shall be at the sole risk and consequences of such seller(s) and without reference to the American Express Banking Corp. and Flipkart Advanz.
- By participating in this Offer, Cardmember agrees to be bound by these terms and conditions of the Offer, standard terms and conditions, terms of use, privacy policy (as amended from time to time) of the Platform, any other documents as may be applicable while using the Platform and the terms and conditions of respective seller shall be applicable on the Cardmember.
- Cardmember shall indemnify and hold Flipkart, Flipkart Advanz, American Express Banking Corp. and/ or seller(s) harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorneys fee) that may be suffered by Flipkart, American Express Banking Corp. and/ or seller as a consequence of (i) violation of these terms and conditions, of the terms of user agreement, privacy policy (subject to change) published on the Platform, by Cardmember; (ii) violation of applicable laws by Cardmember; and (iii) any action or inaction resulting in willful misconduct or negligence on the part of the Cardmember.
- 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.
- All liability with respect to the products purchased lies with the respective sellers and neither Flipkart Advanz nor American Express Banking Corp. shall be in any way responsible for the same.
- This Offer is valid only in India. The minimum age of such Cardmember shall be 18 years.
- Further, as required by applicable law, in the event where Cardmember makes a purchase of an amount equal to or above Rs. 2,00,000, Cardmember will be required to upload a scanned copy of his/her PAN card on the Platform, within 4 days of making the purchase, failing which, the purchase made by the Cardmember will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted once by the Cardmember, it need not be submitted again. The order of the Cardmember will be cancelled if there is a discrepancy between the name of the Cardmember and the name on the PAN Card.
- For any queries, Cardmember can reach out to Flipkart's customer care team by calling 1800-208-9898 until 5th October'21.

