

### **Offer Terms and Conditions**

- The “Offer” is open to only select American Express Cardmembers whose accounts are valid and in good standing. An American Express Cardmember for the purpose of this Offer means a person holding an American Express® Platinum Card issued by American Express Banking Corp. in India.
- The Offer is not valid for American Express Cards except the Cards mentioned above.
- The Offer is not valid for American Express Corporate Cards issued by American Express Banking Corp. in India or Cards issued by a third party bearing the name or trademark or service mark or logo of American Express (“Network Cards”) issued in India.
- The Offer is valid on purchases made on the enrolled Card from March 1, 2022 or the enrollment date (whichever is later) until April 15, 2022.
- The Offer is: Cardmember to spend a total of Rs. 1,00,000 or more in eligible spends during the Offer period on their eligible American Express Card (including the spend on their Supplementary Card(s)) to receive Amazon Gift Card worth Rs. 5,000.
- It is mandatory for the Cardmembers to enroll for the Offer. Only in case of enrollment and subsequent qualification basis eligible spends, the Cardmember will receive the Gift Card
- Any American Express Card on which the Offer is not applicable, if enrolled for the Offer, will not be considered eligible for the Offer.
- The Offer is applicable for only select American Express Cardmembers. A Cardmember is eligible for this Offer only if he/she has received an Offer communication directly from American Express through any of its channels. In case a Cardmember did not receive any direct Offer communication from American Express but makes spends on his/her Card, the Card account will not be eligible for the Offer benefit.
- Gift Card will be sent to eligible Cardmembers on their registered email addresses with American Express by August 15, 2022. Please ensure your email address is updated with American Express. In case your enrolled email ID is a Gmail ID, the email might go to the Promotions folder. American Express is not responsible for bounced back emails due to incorrect or incomplete registered email addresses.
- Spends (Net of cashback and reversals) on the enrolled Card from the date of enrollment or March 1, 2022 (whichever is later) to April 15, 2022 will be eligible under the Offer. For example - Spend done on the enrolled Card from the date of enrollment till offer end date is INR 1,00,000 and a refund of INR 5,000 is received within the same period, then the net eligible spend will be considered as INR 95,000 and Cardmember will not qualify for the offer.
- In case the Cardmember holds and qualifies on more than one eligible American Express® Card, the Cardmember will receive 1 Gift Card of Rs 5,000.
- Spends on the Supplementary Card(s) will be accounted under the Basic Card only. The Supplementary Card(s) need not be enrolled separately. If a Basic Card/ Supplementary Card is enrolled, the complete Account (Basic and all linked Supplementary Cards) will get enrolled for the Offer.
- In case the Card account is cancelled before the Gift Card is delivered, Cardmember will not be eligible for the Gift Card.
- Only Cardmember initiated purchases that are approved on the eligible account will qualify for the Offer. Charges including but not limited to cash advance and fees (such as annual fee, surcharge or transaction fee, financial charges, over limit charges or delinquent charges) will not be part of the eligible spend during the Offer period.

- If for any reason a transaction is not successful, American Express will not be responsible for providing the Offer benefit. This Offer is being made purely on a 'best effort' basis. Cardmembers are not bound in any manner to participate in this Offer and any such participation is purely voluntary.
- American Express reserves the right at any time without prior notice to add/ alter/ modify/ change all of these Terms & Conditions or to replace wholly, or in part, the Offer by other Offers, whether similar to this Offer or not, or to withdraw it altogether.
- 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 regard to the quality of goods/services availed shall be taken up with the merchant/service establishment directly. American Express shall have no liability whatsoever with regard to 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 Offer 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.
- Queries regarding this program will not be entertained by American Express beyond September 15, 2022.
- Any disputes arising out of and in connection with this program shall be subject to the exclusive jurisdiction of the courts in the state of Delhi only.

#### **Terms and Conditions: Amazon Gift Cards issued by Qwiksilver**

Amazon Gift Cards issued by Qwiksilver These terms and conditions apply to Amazon Pay Gift Cards (Gift Cards) issued by Qwiksilver Solutions Private Limited (Qwiksilver) and co-branded with Amazon pay (India) Private Limited (Amazon Pay). Qwiksilver is a private limited company organized under the laws of India and is the issuer of Gift Cards. You may purchase Gift Cards through various options available on [www.amazon.in](http://www.amazon.in), and also use Gift Cards provided to you by third parties in the manner provided hereunder. By purchasing or using a Gift Card, you are agreeing to and accept these terms and conditions.

**1. Redemption:** Gift Cards may only be redeemed toward the purchase of eligible products on [www.amazon.in](http://www.amazon.in) and any other third-party merchants that are enabled to accept the Gift Cards. Purchases are deducted from the redeemer's Gift Card balance. Any unused Gift Card balance will remain associated with the redeemer's Amazon Pay balance account and applied to purchases, in order of earliest expiration date. If a purchase exceeds the redeemer's Gift Card balance, the remaining amount must be paid by credit card, net banking or debit card. No fees or charges apply to Gift Cards. Qwiksilver may provide Gift Card purchasers with information about the redemption status of Gift Cards that they purchase or use. Certain merchants may provide you services only on the pre-condition that you allow us to hold balances in your Amazon Pay balance: Gift Card till the service completion by the merchant. However, your prior consent would be taken before holding such balances. In such cases, you agree and authorize us to: (i) hold your balance until service completion; and (ii) fail the transaction if your balance in the Amazon Pay Gift Card has expired at the end of the services.

**2. Limitations:** Gift Cards may only be purchased in denominations up to Rs. 5,000, or such other limits as Qwiksilver may determine. Gift Cards cannot be used to purchase other gift cards. Gift Cards cannot be reloaded, resold, transferred for value or redeemed for cash. Unused Gift Card balances associated with an [Amazon.in](#) account may not be transferred to another [Amazon.in](#) account. No interest will be payable by Qwiksilver on any Gift Card or Gift Card balance. Qwiksilver makes no representation or warranty that [www.amazon.in](#) will always be accessible without interruption.

**3. Fraud:** Qwiksilver is not responsible if a Gift Card is lost, stolen, destroyed or used without permission. Amazon Seller Services Private Limited (together with Amazon Pay is referred to as 'Amazon') will have the right to close customer accounts and take payment from alternative forms of payment if a fraudulently obtained Gift Card is redeemed and/or used to make purchases on [www.amazon.in](#).

**4. Governing Law and Jurisdiction:** These terms and conditions are governed by and construed in accordance with the laws of India. You, Qwiksilver and Amazon each agree to submit to the exclusive jurisdiction of the courts at Bangalore. You agree to indemnify Qwiksilver and Amazon for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these terms and conditions.

**5. Limitation of Liability:** NEITHER QWIKCILVER NOR AMAZON MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY WILL BE THE REPLACEMENT OF SUCH GIFT CARD. IF APPLICABLE LAW DOES NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

**6. General Terms:** The Amazon.in Conditions of Use apply to Gift Cards. Qwiksilver reserves the right to change these Gift Card terms and conditions from time to time in its discretion and without prior notice to you. All terms and conditions are applicable to the extent permitted by law.

**7. Qwiksilver Contact Information:** Website address: [www.Qwiksilver.com](#)

**8. View your gift card transaction statement:** <https://amazonbal.qwiksilver.com>

**9. Validity:** The validity of Amazon Gift Card will be 180 days from date of delivery to the Cardmember. Amazon Gift Card will not be re-validated post expiry date.

American Express Banking Corp.