

## Annexure 1

### Offer Terms effective December 21<sup>st</sup>, 2021 ("Effective Date")

These offer terms ("**Offer Terms**") are entered into and made a part of the Agreement between Amazon Pay (India) Private Limited (formerly known as Amazon Online Distribution Services Private Limited) ("**Amazon**") and **BANK OF BARODA** ("**Bank**"), with an effective date of May 15, 2019 ("**Agreement**") for the Offer described below.

Amazon and the Bank are collectively referred to as "**Parties**" and individually as "**Party**". All capitalized terms not defined in the Offer Terms have the respective meanings set forth in the Agreement.

To the extent that the terms of the Offer Terms conflict with any of the terms of the Agreement, and the Offer Terms explicitly state that it intends to modify the conflicting terms, the Offer Terms supersede the Agreement. The Offer Terms shall not be amended except by written agreement signed by both the Parties.

#### 1. **Description of the Offer**

- (a) During the Offer Duration (as defined hereinafter), the Bank shall offer any person who makes a purchases any product(s) (each a "**Product**" and collectively ("**Products**") in Amazon Pantry Store on [www.amazon.in](http://www.amazon.in) ([click here](#)), Fresh ([click here](#)) or the mobile site or mobile application thereof (collectively, "**Amazon.in**") using his/her Debit card issued by the Bank (such person hereinafter referred to a "**Cardholder**"), Instant bank discount on products (Pantry) purchased through mobile site or mobile application, subject to a minimum purchase of INR 2000 per transaction;
  - (i) the Product is purchased using the Card issued by the Bank, not being a corporate card;
  - (ii) the Product is purchased on every Tuesday from the month of December 2021 starting 21st 15:05 PM i.e. 21<sup>st</sup>, 28<sup>th</sup> December ("**Offer Duration**").
- (b) Cardholders who fulfill the aforementioned criteria will be provided an instant discount of 10%, subject to a maximum of INR. 300 once per Card per Month.
- (c) minimum purchase value INR 2,000 to be spent on bank card.
- (d) The Offer shall be made available to the Cardholders in accordance with the terms and conditions set forth in Schedule 1 to these Offer Terms. For the avoidance of doubt, the terms and conditions set forth in Schedule 1 to these Offer Terms clarify the terms of the Offer as applicable between the Cardholder and Bank.

#### 2. **Obligations of Bank**

- (a) The Bank hereby authorizes Amazon to make available the Offer with respect to the transactions in accordance with these Offer Terms (including initially providing the instant discount and Amazon Pay Balance cashback to the customers on behalf of the Bank for Instant Discount and Cashback Transactions).
- (b) Bank shall confirm the reconciliation data within 15 days of sharing from Amazon.
- (c) The Bank will pay Amazon the cumulative instant discount amount in respect of the Instant Discount Transactions and cumulative Amazon Pay balance cashback amount within 30 days of receiving the invoice from Amazon after the reconciliation has been done by the Bank as per its share.
- (d) The Bank will bear/fund the cost of the entire instant discount and cashback amount provided to eligible Cardholder under this offer.
- (e) The Bank hereby agrees and acknowledges that while it is the Bank's obligation to make the Offer available in respect of the Instant Discount and Amazon Pay Balance cashback Transactions, for administrative and operational convenience, Amazon will initially make the Offer (i.e. the instant discount) available in respect of such Transactions and thereafter recover the cumulative instant discount and Amazon Pay balance cashback amount from the Bank.
- (f) The Bank will promote the Offer through:
  - (i) The Bank's website;

- (ii) Emailer/SMS to the Bank's customer base
- (g) The Bank will provide to Amazon the BIN ranges for their Cardholders in relation to the Offer.
- (h) The Bank shall not be liable for delivery, service, suitability, availability or quality of the products offered under this offer.
- (i) The terms and conditions of aforesaid Offer for cardholders can be amended or modified at any time at Bank's sole discretion. The aforesaid Offer is subject to applicable law and regulations and would be modified / discontinued based on the prevailing law / regulation at any point of time and neither party shall be under any liability or obligation or continue implementation of the said Offer till such time the terms are modified by the Parties as per the prevailing/ amended law at that point of time. In the event, that the Offer cannot be continued without total compliance of the prevailing law at any point of time, this Offer shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Offer comes into force.

### **3. Obligations of Amazon**

- (a) Amazon will make the Offer available on Amazon.in for the Offer Duration in accordance with these Offer Terms.
- (b) Amazon agrees and acknowledges that it will recover only the cumulative instant discount amount and Amazon Pay Balance cashback amount from the Bank and not any other amount over and above such amount.
- (c) Amazon will promote the Offer through the following medium
  - (i) Offer communication on Amazon.in and web page of the Product including home page;
  - (ii) Emailer and app push to the customers of Amazon.in;
- (d) All creatives with Bank logo and offer will be shared in advance with Bank for approvals.
- (e) Amazon will share the transaction data in specific format every month, provided by Bank.

### **4. Consideration / Payment Terms:**

In relation to the total discount amount, the Parties agree that:

- (i) The Bank agrees to and will bear 100% of the discount and cashback amount on the purchase of the Products on Amazon.in during the Offer Duration.
- (ii) Amazon will raise the invoice after the bank has completed the reconciliation of the MIS shared, which the Bank will not delay beyond 15 (fifteen) days from the date of receiving it from Amazon
- (iii) Amazon will not charge GST to Bank in the invoice.
- (iv) Bank shall pay all undisputed amounts under the invoice(s) to Amazon within 30 (thirty) days of receipt the invoice(s).

### **5. Termination**

Either party may terminate this Offer and these Offer Terms during the Offer Duration by giving prior notice of 7 days, with or without cause and without any liability.

### **6. Taxes**

- (a) Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (including service tax, value added tax, Goods and Services Tax, penalties, interest and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under these Offer Terms.
- (b) Each Party should raise a valid tax invoice under applicable law(s) and regulations within the prescribed time limit. Such taxes should be separately stated on the valid tax invoice. Under no circumstances parties would separately recover taxes after issuance of invoice for the corresponding period. If at any time Debit for taxes is denied or payment of taxes is sought due to, but not limited to, issuance of a deficient invoice, or default

in payment of taxes or non-compliance of applicable laws and regulations by any Party, such Party shall indemnify other Party against any denied Debits or taxes recovered as well as any interest and penalties imposed on such other Party.

- (c) Each Party may deduct or withhold any taxes that each Party determines it is obligated to withhold from any consideration payable to other Party under these Offer Terms, and payment to such other Party as reduced by such deductions or withholdings will constitute full payment and settlement to respective parties of such consideration. Each Party should provide other Party with any forms, documents, or certifications, including Permanent Account Number as may be required for to satisfy each parties' withholding tax obligations with respect to any consideration payable under the Offer Terms and each Party confirms that it would duly pay any applicable taxes on its income, as applicable under the Offer Terms on all amounts on which taxes are not withheld and report and file a return of income under the applicable laws and provide the necessary certification in this respect.

These Offer Terms are entered into as of the Effective Date set forth above:

For and on behalf of **BANK OF BARODA**

By:  
Printed Name:  
Title:

For and on behalf of **Amazon Pay (India) Private Limited**

By:  
Printed Name:  
Title:

**Schedule 1**  
**Offer Terms and Conditions**

1. This offer ("**Offer**") is provided by BANK OF BARODA ("**Bank**") and is made available on the website www.amazon.in or the mobile site or mobile application thereof (collectively, "**Amazon.in**") by Amazon Pay (India) Private Limited ("**Amazon**").
2. 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 and Terms & Conditions of Cards of Bank. 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.
3. All residents of India holding a valid debit card issued by the Bank (each a "**Card**") are eligible to avail the Offer (each a "**Cardholder**").
4. The Offer is valid between December 2021 starting 21<sup>st</sup> 15:05 PM, i.e.,:21<sup>st</sup> and 28<sup>th</sup> (Select Tuesday). ("**Offer Duration**"), unless revoked or extended by Amazon (in its sole discretion), without any prior notice and without any liability.
5. Under this Offer, any Cardholder who, during the Offer Period, purchases any product(s) (each a "**Product**", and collectively "**Products**") in Amazon Fresh ([click here](#)) and makes payment using a BOB Debit Card shall be entitled to receive an Instant bank discount of 10% on products (Fresh) purchased through mobile site or mobile application subject to a minimum purchase of INR 2000 per transaction;
6. The maximum discount provided under this Offer will not exceed INR 300 per Card during the Offer Period.
7. The Offer is NOT applicable on payment made by customers using the 'Card on Delivery' payment option.
8. This Offer will not be applicable if the Cardholder or the seller or Amazon cancel the order and/or the Cardholder returns the Product and, in such a case, participation in the Offer will be deemed withdrawn. In such a scenario, only the net amount paid by the Cardholder will be refunded. In other words, the instant discount will not be refunded.
9. In case there are multiple items in a purchase order, the item-wise savings/discount may vary. However, the overall savings/discount on the purchase order will be equivalent to maximum savings / discount the Cardholder is eligible for under this Offer
10. Amazon and/or the Bank reserve the right to disqualify the Cardholder from the benefits of the Offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the said Offer or otherwise by use of the Card.
11. Amazon and/ or the Bank reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary any or all of these Offer Terms 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.
12. Cardholders 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.
13. Nothing herein amounts to a commitment by the Bank or Amazon to conduct further, similar or other offers.
14. The above Offer is by way of a special offer and nothing contained herein will prejudice or affect the terms and conditions of the Card member agreement. The terms of the above schemes will be in addition to and not in derogation of the terms contained in the Card member agreement.
15. This Offer is not valid on corporate or commercial Cards.
16. This Offer is not available on: (i) purchase of products other than the Product(s), or (ii) purchase of Product using a card other than the Card(s).

17. By participating in this Offer, every Cardholder expressly agrees that Bank and Amazon will not be liable or responsible for any loss or damage whatsoever that a Cardholder may suffer, directly or indirectly, in connection with the Offer including but not limited to that associated with his/ her use or delivery or misuse of the Product(s). Bank shall not be liable for delivery, service, suitability, availability or quality of the products offered under this offer.
18. These Offer Terms are governed by the laws of India and the courts at New Delhi will have exclusive jurisdiction over any matters/ disputes arising out of or in relation to these Offer Terms.
19. Any person availing this Offer will be deemed to have accepted these Offer Terms.
20. Offer not applicable on Infant Nutrition Products.