

## TERMS & CONDITIONS

1. The Visa Bill Pay Promotion (the “**Promotion**”) is open to all holders of Visa cards issued by banks in India that offer the Verified by Visa service (“**Cardholders**”).
2. The Promotion will be held during the period from 7<sup>th</sup> December 2011 to 6<sup>th</sup> February 2012 (both inclusive) (the “**Promotion Period**”).
3. During the Promotion Period, based on the information available on Visa Bill Pay ([www.visabillpay.in](http://www.visabillpay.in)) and the information as reported to Visa by its financial institution clients in India, [Visa/Promoter] will identify Visa cards (each a “**Card**”) which meet the eligibility criteria described below:
  - a. the Card is issued by a bank in India which has enabled its cards for Verified by Visa as at the beginning of the Promotion Period;
  - b. the Card has been used to complete a transaction on [www.visabillpay.in](http://www.visabillpay.in) during the Promotion Period;
  - c. the Card’s transaction on [www.visabillpay.in](http://www.visabillpay.in) must have been subjected to additional authentication/validation (second factor authentication) based on information not visible on the Card (such as that offered under the Verified by Visa service), in accordance with the regulations of the Reserve Bank of India; and
  - d. the Card has not been identified or selected for the Promotion earlier during the Promotion Period.
4.
  - a. Visa will select, from the Cards that have met the eligibility criteria, 2 Cards with the highest value of successful transactions every hour (between 10am – 10 pm) made during the Promotion Period.
  - b. In the event that 2 or more Cards have the same value of successful transactions in an hour, the Card(s) with the highest number of transaction made during the hour will be selected.
  - c. The date Time stamp would be as per the time stamp followed by Visa Bill Pay

- d. In the event that 2 or more Cards have same amount of cumulative spends and the same number of successful transactions during an hour, the Card(s) that has been used the earliest will be selected.
  - e. All selections will be made based on the information available on the Visa Bill Pay website ([www.visabillpay.in](http://www.visabillpay.in)) and the information as reported to Visa by its financial institution clients in India.
  - f. the eligible Cardholders are entitled to a prize, an iPod, or equivalent as determined by [Visa/Promoter].
5. [Visa/Promoter] will inform the relevant Cardholders no later than 7 days from the day of transaction. Within 60 days after the end of the Promotion Period, [Visa/Promoter] will distribute the prizes to all eligible Cardholders.
  6. The relevant cardholder would be informed via an email confirmation from Visa Bill Pay.
  7. The relevant cardholder must respond the email confirmation with His/her complete mailing address not later than 7days of receiving the email confirmation to be eligible for the reward.
  8. All selections and/or decisions made by Visa in relation to the Promotion (including without limitation, the selection of Cards) will be final and conclusive. No enquiries or complaints will be accepted or entertained. Visa will not be obliged to publish the details of selected Cards or the selection process.
  9. The Promotion is purely promotional in nature and Visa may, at its sole discretion, discontinue the Promotion at any time, whether prior to or during the Promotion Period, without prior notice.
  10. Visa reserves the absolute right to, at its sole discretion, amend, vary and/or withdraw any of the terms and conditions of the Promotion without prior notice.
  11. Nothing contained herein will, or will be construed to, constitute a contract under the laws of India (including without limitation, the Indian Contract Act, 1872) between Visa, any Cardholder and/or the card issuing banks.
  12. The Promotion and these terms and conditions will be governed by the laws of India.

13. Information about the Promotion is correct at the time of publication. Cardholders can refer for the latest set of Terms and Conditions on [www.visabillpay.in](http://www.visabillpay.in).
14. In no event will [Visa/Promoter] be liable for any losses or damages howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, even if [Visa/Promoter] has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
15. The Cardholder under the Promotion will be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to the Promotion.
16. In the event [Visa/Promoter] is prevented from continuing with the Promotion as contemplated in these terms and conditions by any event beyond its control, including but not limited to accidental damage, fire, flood, natural or manmade or public health epidemic, earthquake, explosion, labour dispute or strike, act of public enemy or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any government law or regulation, order of any court or jurisdiction, or other cause not reasonably within [Visa's/Promoter's] control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, [Visa/Promoter] shall have the right to modify, suspend, extend or termination the Promotion.
17. In administering the Promotion, [Visa/Promoter] may collect personal information from you [and will respect your privacy and safeguard your personal information consistent to the Visa Bill Pay privacy policy].
18. In the event of any conflict between these terms and conditions of the Promotion and any promotional and marketing materials regarding the Promotion, these terms and conditions shall prevail.
19. No claim or participation in the Promotion is valid in combination with any other offer or promotion.