

**Offer Name: FLYWINBIG Cash Back Offer**  
**Terms and Conditions (T&C):**

**Part – A: Offer Terms & Conditions**

1. This Offer is sponsored, organized and administered by One97 Communications Limited, a Company having its registered office at 1st Floor, Devika Tower, Nehru Place, New Delhi - 110019 and corporate office at B-121, Sector 5, Noida, UP 201301 (hereinafter referred to as "**Paytm**") on its website located at URL 'www.paytm.com' and 'Paytm' mobile application, Paytm IVR and Paytm WAP (hereinafter referred to as "Platform" and on all associated sites linked with Platform or [www.paytm.com](http://www.paytm.com) including www.paytm.com and Paytm mall mobile application (hereinafter referred to as "PaytmMall"). The Platform and the PaytmMall shall together hereinafter be referred to as "Paytm Platform". .
2. By participating in this Offer, You (hereinafter referred to as "**Participant (s)**") agree to be legally bound by and abide by the Terms & Conditions stated herein (**T&C**). Participant(s) confirm and acknowledge that Participant(s) has read, understood and agree to conform to these T&C. If Participant (s) does not agree to these T&C, please do not participate in this Offer. Paytm reserves the right to amend, modify, change, add or terminate these T&C or discontinue or withdraw this Offer at any time without any further notice or obligation.
3. This Offer is valid from **9<sup>th</sup> August 2017 at 00:00:01 hours** till **9<sup>th</sup> December 2017 at 23:59:59 hours** hereinafter referred to as "**Offer Period**".
4. This Offer shall not be clubbed/used in conjunction/alongside any prevailing offer/ Offers/ promotion(s) running on Paytm Platform.

**5. Steps to Participate:**

- a. Purchase Flight Ticket(s) from Paytm Platform (website/app) using the Promo Code **FLYWINBIG** during the Offer Period to become eligible for winning 100% cash back on one of the below mentioned items ("**Cash Back Items**") in this Offer. Cash Back Items include the following:

- |            |                 |
|------------|-----------------|
| i. Macbook | v. iPad         |
| ii. Kindle | vi. Apple watch |
| iii. Xbox  | vii. Fitbit     |
| iv. PS4    | viii. iPhone    |

- b. The Offer is only valid for "Qualified & Completed Orders", which shall mean those flight ticket(s) which have been paid for well in advance/ pre-paid and such ticket(s) that are neither categorized as cancelled/ altered/ complained/ replaced/ returned by the Participant(s) booking the ticket(s) or the Seller/Merchant, nor have been categorized as unexecuted.
- c. This offer does not apply to gift cards, gold coins, silver coins, cars and Bikes or any other product except Cash Back Items.
- d. A Participant may apply the promo code FLYWINBIG only for six (6) bookings of the flight tickets on Paytm Platform (six times) (including cancellation).

**\*Disclaimer: Paytm cash is a semi closed payment instrument and may be used for the purchase of third party products or may be transferred to the person's bank account.**

**6. Winner Selection**

- a. **Under this Offer, out of all the participants who undertake above mentioned steps during the Offer Period, every week eight (8) participants will be selected as winners on random basis who will win unique promo code for 100% cashback on one of the Cash Back Items (which would be communicated to the winner only if they comply with the herein mentioned T&Cs).**
  - b. A Participant(s) shall not be entitled to win cashback more than once or on more than one Cash Back Item as stated above during the entire Offer Period. This is to clarify a winner who has won Cash Back promo code on any of the Cash back Items once will not be eligible to win again in this Offer.
  - c. Paytm will select the winners on the basis of randomized selection during the Offer Period. Paytm may announce few **TENTATIVE winners** during the intermittent period of offer and the rest may be announced thereafter. Paytm shall have the sole discretion in all selection and the same shall be binding on Participants and winners; and shall not be challenged in any manner by any Participant(s) including the winner.
  - d. The number of winners selected shall be "**Tentative Winners**" who shall be contacted by Paytm and confirmed basis qualification criteria, verification & submission of required documents as per the clause mentioned below. The tentative winner declared by Paytm understands that he/she is not a final winner and his/her winning is subject to verification & confirmation by Paytm.
  - e. One tentative winner shall be picked for every seven (7) days during the Offer Period.
7. Offer is being made purely on a "best effort" basis and is valid during Offer Period only. Paytm reserves its absolute right to withdraw and/or alter any of the terms and conditions of the Offer at any time without prior notice and /or obligation.

**8. Prize/Gratification & Winner Communication:**

- a. Every week eight (8) participants will be selected as winners based on eligibility criteria stated above during the Offer Period.
- b. The final winners shall be provided a unique promo code which can be used to get 100% cashback in Paytm Wallet upon purchase of one of the Cash Back Items (which would be communicated to the winner) on Paytm Platform. The cashback shall not be made instantaneously. Cashback amount cannot be encashed and will be credited to the user's Paytm wallet post the date of journey for which the flight ticket/Product is booked/Purchased.
- c. Each promo code shall be applicable only for a period of 15 days from date of issuance by Paytm, post completion of which, it shall lapse and shall stand forfeited.
- d. This Promo code will be sent to winners registered email id with Paytm, post the date of journey for which Flight Ticket / Product is purchased and there have been no cancellation or modification by the respective User/Buyer of the merchant Products.
- e. This Promo code can neither be exchanged with cash nor can be used for any other purpose. Any attempt in this regard would render Promo code inoperative and invalid.
- f. Post selection of "Tentative winner", Paytm shall make three (3) attempts within 48 hours to contact winner on their registered Mobile Number/E-mail in the

contest/Offer to inform about the gratification and further process of claiming the gratification.

- g. Winner/s will be notified by Paytm on their registered Mobile Number/E-mail registered on Paytm Platform to inform about the gratification and further process of claiming the gratification.

9. **Eligibility for claiming the gratification/s:** To be eligible to claim the gratification/s under the Offer, the winner/s must have a valid Paytm KYC verified account (as per RBI guidelines). If the Paytm account is not KYC verified, the winner must submit documents for KYC and get his/her account KYC verified before claiming the gratification. It is further stated that all gratification/s must be claimed by the winner/s, along with the documents (if applicable) specified herein below within the specified timelines issued by Paytm from time to time, failing which the gratification/s shall not be provided and stands forfeited . The documents required to be submitted along with the claim by the winner/s include the following **(the document list\*)**:

- a. Address proof (Voter ID / Driving License / Passport/electricity bill not older than 3 months /Telephone bill not older than 3 months etc)
- b. Photo Id proof (Aadhar Card / Passport/Voter ID/Driving License etc)
- c. One passport size photo (Mandatory)
- d. Postpaid bill (for postpaid user) (additional document)
- e. PAN card copy - self-attested (Mandatory)
- f. Letter of compliance with rules and regulations and declarations in the format as may be required by the Organizers or applicable laws.

\*(the document list is only inclusive and not exhaustive and can change as per the requirements of Law or Paytm representatives to which effect intimation shall be provided).

\*Pan Card shall be mandatory in all the cases.

\*If the winner fails to comply with the above mentioned requirements, his/her right to win the prize shall be forfeited.

10. Post selection of Tentative Winners, each such winner shall be required to provide adequate documents required for identification and for claiming the prize from Paytm within prescribed time limits provided in this regard, failing which such winner shall be considered ineligible for being selected as Final Winner/s. Final Winner (s) shall be the term given to those Tentative Winners, who have submitted the required documentation and have complied to all the relevant clauses mentioned herein.
11. Paytm shall only provide the promo code to the winner/s after compliance with these terms and conditions above.
12. Employees of Paytm (including their family members) and of their group companies, affiliate or associate companies, shall not be eligible for any of the gratifications under this Contest/Offer. In case it comes to the knowledge of Paytm that any winner is an employee of Paytm or their family member, Paytm reserves the right to forfeit the gratification. Further, to participate in contest/Offer the Participant needs to have registered Paytm account.

#### **Part B – Other Terms & Conditions:**

1. The participation in the Offer is open only for the Indian citizens of 18 years of age or above, provided they are Paytm Registered Users in India. **The residents of the state of Tamil Nadu and wherever else prohibited by Law, shall not be entitled to participate in this Offer. Where the Offer is declared invalid or illegal by the court of competent**

**jurisdiction or applicable law, the Offer shall not be applicable and /or stands withdrawn forthwith in such jurisdiction.**

2. By participating and or buying this Offer, Participant(s) hereby give us /Paytm the royalty free perpetual right to use your name, photograph and other personal details for the purpose of this campaign including announcing Participant's /your name as eligible Participant on social media, Paytm platform, or in any other public domain.
3. By participating and or buying this offer, customer(s) consent to the following information available on Paytm platform and their concerned vendors and/or published or otherwise communicated to in any media that Paytm may deem fit, for the purpose of winner's announcement: name, mobile phone number, score and/or photograph. Paytm may, at their discretion, choose not to disclose the identity of the selected winner(s) to other Participants unless expressly mentioned herein. The Participants also consent to the information being shared by Paytm with its affiliates and service providers and to the information being processed and stored in the servers of Paytm or its service providers, inside or outside India.
4. Participant(s) acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the App content, Website, Paytm Platform and all material or content related to the Offer shall remain, at all times, owned by Paytm and/or their respective owners. All material and content contained in Paytm Platform is made available for Participant's personal and noncommercial use only. Any other use of the material/ content on Paytm Platform and/ or any information disseminated by SMS or any other means of communication are strictly prohibited.
5. **Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of the Contest/offer, delay in sending or receiving the SMS for participating in the Contest/Offer, delay in time taken or recorded for answering a question under the tie-breaker process, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards or Cash Back Items acquired or obtained through the Contest/Offer or any transactions effected through the Contest/Offer; (b) The Participant expressly agree that his/her participation in the Contest/Offer is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind.**
6. The gratification(s) under this Offer is/are neither assignable nor transferable under any circumstances, unless specifically provided hereunder. All the gratifications shall be subject to T&C as may be applicable to specific gratification and shall have to be duly complied with, by the winner(s).
7. The gratification(s) to the winner(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the gratification(s) and on production of all such documents/papers as may be required by Paytm before accepting the delivery of the gratification. Any failure on the part of the winner(s) to comply with directions issued by Paytm for claim of gratification shall entitle Paytm to forfeit the gratification(s) or roll the gratification over to the next eligible winner(s), at their sole discretion.
8. Any Participant(s) providing any incorrect information or concealing/withholding any information from Paytm with intent to participate and/or be chosen as the winner(s) of the Offer will automatically be disqualified from participating in it and being chosen as the winner(s) of the different categories of gratification. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, domicile, contact number

etc. by the Participant(s) or dispute with platform shall entitle Paytm to disqualify him/her without any further intimation.

9. The Participant(s) shall indemnify and keep indemnified Paytm and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which Paytm may incur, pay or become responsible for as a result of breach or alleged breach of the representations or obligations of the Participant(s) under the T&C hereunder, any failure by the Participant(s) to comply with applicable law or any act or omission of the Participant and any third party claim in respect of misuse of any information of a third party. Paytm shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participant(s). Paytm or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner(s) or any third party, in connection with the Offer.
10. All incidental costs, taxes or levies related to the gratification(s), if any, shall be exclusively borne by the winner(s), including but not limited to TDS, gift tax (if any), Insurance and any other taxes applicable by the Central, State or Municipal government. The Participant/s who have won the gratifications have to make their own arrangements for travel, accommodation to claim the gratification (if applicable); Paytm shall not be responsible for the same or any cost of travel and accommodation incurred by any of them.
11. The Participants and Winner(s) hereby irrevocably authorize Paytm and its owners, affiliates, subsidiaries, associates and grants a royalty-free and perpetual right to use the data gathered during and/or after the Contest/Offer in respect of the Participant (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the contest/Offer, Participant/s confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future contests/Offer from Paytm.
12. This Contest/Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of Paytm ("**Force Majeure Event**"). Paytm shall not be liable for any delay or adverse effect caused to this Contest/Offer there under as a result of a Force Majeure Event. Paytm shall intimate the suspension of Contest/Offer caused as a result of such Force Majeure Event to the Participants within reasonable time.
13. This Offer is subject to applicable laws and guidelines/ directions issued by any competent authority from time to time.
14. Paytm shall not be responsible for any claims arising out of technical failures before, during of the Offer or after the completion including but not limited to any technical failures in the mobile connectivity, delay in sending or receiving the SMS for participating in the Offer, delay in time recorded, any action that has been initiated, actioned or completed through his/her mobile phones, failure of servers or the failure to provide the correct score updates or any failures arising out of technical snags or resultant inability of the listener for participation.
15. Paytm reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, the T&C and gratification at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on the Participant(s).

16. Failure by Paytm to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Paytm shall assign any of its rights within the Offer to any party without prior intimation to Participant(s).
17. Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participant(s).
18. The winner/s understand and agree that Paytm, its officers, directors, employees, customers, affiliates and agents shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a winner and/or any third party, directly or indirectly, by use or non-use of the gratification/s or any Cash Back Items.
19. Apart from the entitlement to the Prize or Cash back Item, the winners or their legal heirs/ successors/ representative will have no other rights or claims against Paytm, its owners and affiliates, maximum aggregate liability of Paytm shall not exceed value of the concerned prize or Cash Back Item in case of any dispute, in pursuance to the terms and conditions herein.
20. By participating in this Offer, Participant(s) have given us the royalty-free and perpetual right to use their names, photographs and other personal details for the purpose of this Offer including announcing names as eligible Participant(s) on social media, Paytm Platform, or in public domain. The Participant (s) and winner(s) hereby irrevocably authorize Paytm and its affiliates, subsidiaries, associates to use the data gathered during and/or after the Offer in respect of the Participant (s)/winner(s) in any of communications including but not limited to marketing/advertising promotions along with or without Paytm's brand.
21. The winner(s) understand and agree that acceptance of the Prize or Gratification by them, constitutes grant of permission to the facilitators to click photographs of the winner and use the winner's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and trade without any additional compensation whatsoever to the winners. The Participant/winner hereby provides his/ her irrevocable consent for sharing /submission of his/her personal information to Paytm, and subsequent use by Paytm of such information for lawful purposes as per its discretion.
22. Post winner(s) declaration and completion of their announcement and further process as the case may be if Paytm finds that the declared winner(s) are ineligible/ disqualified then Paytm reserves the right to declare the correct winner(s) again and cancel the gratification of winner(s) declared earlier.
23. Paytm reserves the right of declaring the winner(s) on the basis of terms stated herein and no questions whatsoever in this regard will be entertained and Paytm discretion will be final and binding.
24. Paytm may, at their sole discretion, choose not to disclose the identity of the selected winner(s) to other Participant(s) unless expressly mentioned herein. The Participant(s) also consent to the information/s being shared by Paytm with its affiliates and service providers and to the information/s being processed and stored in the servers of Paytm or its service providers, inside or outside India.
25. Participant(s) acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the App content, Website and all material or content related to the Offer shall remain, at all times, owned by Paytm and/or their respective owners. All material and content contained in Paytm Platform is made available for Participant's personal and non-commercial use only. Any other use of the material/ content on Paytm Platform and/

or any information disseminated by SMS or any other means of communication are strictly prohibited.

26. There will be no cash alternative to winner(s) beyond the stated gratification/s or Cash Back Item.
27. The liability of Paytm shall not exceed value of the Offer value or concerned prize or Cash Back Item in any case/dispute.
28. The winner/s understand and agree that Paytm shall not be liable for any quality constraints/ usage constraints/ value deterioration issues/ timely delivery issues that may arise within the gratification/s provided since it is a third party product/service, to which effect, Paytm is only a facilitator and not the actual product/service provider since such responsibility is of individual merchants.
29. The T&C mentioned in this Offer is the extension of Paytm policies/terms and conditions, mentioned on the Paytm Platform. In case of any conflict, these T & C shall prevail.
30. Any dispute arising out of this Offer and terms & conditions of this Offer shall be attempted to be resolved amicably through negotiations with the Paytm Representative. In the event amicable settlement fails, the dispute shall be referred to mediation, the venue of mediation shall be at Delhi. The Offer and these Terms and Conditions are subject to Indian laws and the exclusive jurisdiction of the Courts in Delhi.