

TERMS & CONDITIONS OF 'Spend & Get Campaign - GOLDEN OFFER'

1. MasterCard India Services Pvt. Ltd. ("**MasterCard**") and City Union Bank ("**CUB**") are conducting a Top Spender Campaign (the "**Campaign**") during the period from 00:01 hours (Indian Standard Time) 15th Oct 2021 to 23:59 hours (Indian Standard Time) 15th Dec 2021 (the "**Campaign Period**").
2. The Campaign is open to **Selected Participants** (as hereinafter defined). The following persons are not eligible to participate in the Campaign:-
 - i. Business Card Holders / Corporate Account Holders who are not termed as an individual customer
 - ii. The employees (whether permanent or temporary) of MasterCard, and its respective subsidiaries, affiliates and holding companies;
 - iii. The employees (whether permanent or temporary) of MasterCard's and its promotion agencies, and other entities involved in the conduct, implementation and/or administration of the Campaign (as determined by MasterCard in their sole discretion); and
 - iv. The immediate family members of each such employee. For the purposes hereof, "immediate family members" includes spouse, parents, children (including adopted children and step-children), brothers, sisters and the spouse of the children, brothers or sisters.
3. For the purposes of these terms and conditions:-
 - i. "**MasterCard Group**" refer collectively to the group of subsidiaries, affiliates, holding companies, associated entities, whether incorporated or not as well as agencies of MasterCard;
 - ii. "**City Union Bank**" refer collectively to the group of subsidiaries, affiliates, holding companies, associated entities, whether incorporated or not as well as agencies of City union bank
 - iii. "**Selected Participant**" means an individual who:
 - Is a citizen of India or ordinarily resides in India; and
 - Is of the age of 18 years and above; and

- Holds a valid identification card/document and a valid passport that entitles the person to travel overseas; and
 - Has a CUB-issued MasterCard card which is valid and in good standing; and
 - Who agrees to and accepts to the terms and conditions of the Campaign and the privacy policy.
 - But excluding the persons listed under clause 2 above.
4. By participating in the Campaign, each Participant fully and unconditionally agrees to these terms and conditions and accepts that the decision of MasterCard and CUB regarding the Campaign and all matters related to or connected with it, including, without limitation, the interpretation of these terms and conditions, is final and binding and no queries shall be entertained. In the event all or any of these terms and conditions are not acceptable to a Participant, such Participant should not participate in the Campaign, notwithstanding the offer. These terms and conditions shall be binding on the Participants.
5. As part of the Campaign, selected participants are required to pay with their CUB Mastercard Debit card for purchases at merchant outlets (POS) or for online purchases. Card holders, who use their CUB Mastercard Debit card for payments of **INR 7,500 or more** during the offer period i.e. **15th Oct to 15th Dec 2021**, shall be qualified for the promotion. Among, the qualified participant's **top 8** spenders shall be entitled to receiving of **INR 52,000 Gift Voucher** for a 10gms gold coin, **top 9-50** spenders shall be entitled to receiving of **INR 5,200 Gift Voucher** for a 1gm gold coin and **top 51-750** spenders shall be entitled to receiving of **INR 750 Gift Voucher**.
- The above gift voucher are to be availed as per the described partner terms and conditions and by following the process described at www.cityunionbank.com/
 - Winners will be notified about the reward details within maximum of 90 days period from the end date of offer.
 - Notification and winner details will be sent through the email ids or SMS registered with the bank at the time of communication being sent.
 - Gift e-vouchers will be from leading Jeweler and E-Commerce player.
 - The Prizes and any component thereof cannot be transferred or exchanged or redeemed for cash, credit or any prizes and other items in part or in whole. The Prizes may be subject to additional terms and conditions accompanying them (if any). MasterCard may, at its sole discretion, at any time and without prior notice, replace or substitute any Prize or any component or item of any Prize with another component or item of a similar value.
 - Claiming procedures for the Prizes are subject to the requirements set out by MasterCard and/or its merchant partner, which requirements will be communicated to the winners or displayed on bank's website.
6. Each Participant acknowledges that MasterCard Group and CUB Group, do not assume any responsibility for:

- any merchant voucher/offers/promotion offered under the Campaign;
 - any products and services offered under the Campaign or related to or connected with any rewards or any component or item thereof;
 - the failure of any electronic communications in relation to delivery and/or receipt of communication, postings, winner notifications and other notifications whatsoever; and
 - Any entry, posting, notification or correspondence that is lost, late, misdirected, intercepted, undelivered, rejected, blocked, deleted or otherwise not received for any reason whatsoever, as the case may be.
7. Under no circumstances shall the inclusion of:
- any reward offered under the Campaign;
 - any promotion, offer, product or service offered under the Campaign or related to or connected with any Prize or any component or item thereof, be construed as an endorsement or recommendation of such Prize or product or service by the MasterCard Group.
8. The Mastercard Group and CUB does not sponsor or provide any rewards mentioned above and does not undertake any liability or responsibility towards fulfillment, delivery or disbursement of the prizes or any matter incidental or ancillary thereto.
9. No representation or warranty of any kind is given by the MasterCard Group as to the rewards offered under the Campaign and all liability of any kind whatsoever is excluded to the fullest extent permissible by applicable law. In the event legislation mandates conditions or warranties which cannot be excluded, restricted or modified except to a limited extent, then to the extent permitted by law, the MasterCard Group's liability is limited to, at its option to provide replacement of the reward or any component or item thereof or the supply of an equivalent prize
10. All risks associated with the use and redemption of the rewards, MasterCard Group and their respective directors, officers, employees and agents shall not be liable to the winners or their companions (if any) under the Campaign or any other person for any deficiency, delay, omission or failure related to or connected with Campaign or the Prizes or any component or item thereof.
11. Each Participant shall indemnify and hold the MasterCard Group and their respective directors, officers, employees and agents harmless from and against any and all claims (including, without limitation, claims for negligence), liabilities, suits, damages, judgments, costs and expenses (including, without limitation, attorney's fees) and all losses and expenses resulting or arising from or connected with any claims or actions by any third parties against the MasterCard Group or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such Participant, including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such Participant.

12. The MasterCard Group and their respective directors, officers, employees and agents shall not, to the fullest extent permissible by applicable law, be liable in any way whatsoever in respect of any of the following:-
- the suspension, cancellation or termination of the Campaign for any reason whatsoever;
 - virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention in any part of the entry process, the winners' selection or determination process, or the operation or administration of the Campaign;
 - technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;
13. MasterCard's and CUB's records of all matters related to or connected with the Campaign shall be conclusive and binding on the Participants. MasterCard's and CUB's decision on all matters relating to or connected with the Campaign (including, without limitation, the selection of winners) shall be final and binding on the Participants.
14. MasterCard accepts no responsibility for any tax implications that may arise from any reward or any component or item thereof or the claiming, redemption and use thereof.
15. MasterCard and CUB reserve the right to discontinue or extend the Campaign at any time during the Campaign Period and in which case the Participants shall not have any claim whatsoever against MasterCard, CUB or the MasterCard Group.
16. Any of these terms and conditions may be changed, varied, modified and/or deleted by MasterCard and CUB in their sole and absolute discretion at any time and from time to time without any prior notice to the Participants or to any other person and each Participant irrevocably and unconditionally accepts any such changes, variations, modifications and deletions.
17. The Campaign is subject to all applicable laws and regulations. In the event MasterCard and CUB are prevented from continuing with the Campaign or the integrity and/or feasibility of the Campaign is undermined by any event beyond the control of MasterCard and CUB, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, breakdown in equipment, technical failures or other cause not reasonably within the control of MasterCard, MasterCard and CUB shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Campaign without any further obligation.
18. The Campaign cannot be clubbed with any other offer(s) or promotion(s).

19. The Campaign and these terms and conditions will be governed by the laws of India. In case of any dispute in relation to the Campaign, MasterCard and CUB's decision shall be final and binding.
20. If any of the provisions of these terms and conditions becomes or is invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and such invalid, illegal or unenforceable provisions shall be deemed severed from these terms and conditions and MasterCard and CUB shall be entitled to replace such severed provisions with such other provisions as it may deem fit.
21. Please continue to visit www.cityunionbank.com to get an update on the terms and conditions of the Campaign.

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