

## **Livquik (Qw Network) - PROMOTIONAL CAMPAIGN**

### **TERMS & CONDITIONS**

This document lays out the “**Terms and Conditions**”, which shall be applicable to all transactions initiated by the YES Pay Wallet User(s) *vide YES Pay Wallet*, as defined herein below, through YES Bank Limited, for the purpose of making payment at all Livquik (Qw Network) outlets across India.

Before entering into the **Livquik (Qw Network) - PROMOTIONAL CAMPAIGN**, all YES Pay Wallet User(s) are advised to carefully read and understand these Terms and Conditions. By entering into the **Livquik (Qw Network) - PROMOTIONAL CAMPAIGN**, the YES Pay Wallet User(s) shall be construed as deemed acceptance of these Terms and Conditions, mentioned herein below.

#### **1. DEFINITIONS:**

- 1.1 “**Livquik (Qw Network)**” shall mean a payment network of Program Partner;
- 1.2 “**Cash Back**” shall mean a cash back amount to be received in YES PAY Wallet;
- 1.3 “**Offer**” shall mean opportunity to receive Cash Back of 10% of the transaction value or INR 100 whichever is lower;
- 1.4 “**Program Partner**” shall mean Livquik Technology Pvt. Ltd ;
- 1.5 “**YES Pay Wallet User(s)**” shall mean any user registered for YES PAY Wallet;
- 1.6 “**YES Pay Wallet**” shall mean a Digital Wallet issued by YES BANK Ltd ;

#### **2. TERMS & CONDITIONS:**

- 2.1 The **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN**, introduced by YES Bank shall run for a limited period of, 16<sup>th</sup> August 2016 to 30<sup>th</sup> April 2017.
- 2.2 The Offer is valid only for YES Pay Wallet User(s), who are existing user(s) of the wallet services provided by YES Bank.
- 2.3 Any YES Pay Wallet User will be eligible for the offer under the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN**, upon using the YES Pay Wallet for making payment towards the purchase of any items or merchandise sold at any retail outlet of Livquik (Qw Network), spread across India.
- 2.4 During the tenure of the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN**, as mentioned in Clause 2.1 hereinabove, a maximum of 5000 YES Pay Wallet User(s) will be eligible to receive the Cash Back. The Cash Back shall be provided

on 'first come first serve basis' i.e., first 5000 YES Pay Wallet User(s) who use their YES PAY Wallet for the purpose of making payment towards the purchase of any items or merchandise sold at any retail outlet of Livquik (Qw Network), spread across India.

- 2.5 A single YES Pay Wallet User shall be entitled to receive offer benefit for a maximum of 3 times during the duration of the campaign.
- 2.6 The participation of the YES Pay Wallet User in the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN** is voluntary in nature and the YES Pay Wallet Users agree, confirm and undertake that they have participated in the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN** at their own will, risk and responsibility.
- 2.7 All offers under the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN** are on exclusive basis only and such offers cannot be consolidated, combined, used or substituted with any other benefit or offers being or will be provided by YES Bank.
- 2.8 YES Pay Wallet User(s) agree and confirm that YES Bank shall not be liable in any manner whatsoever for any loss, damage, claim or injury, that may arise due to withdrawal or change in the Terms, or the offers being provided under the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN**.
- 2.9 YES Pay Wallet User(s) shall not be entitled to any compensation, benefits or cash in replacement or additions or substitution of the offers being provided under the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN**.
- 2.10 YES Pay Wallet User(s) agree and confirm that YES Bank shall not be liable in any manner whatsoever for any loss, damage, claim or injury, that may arise due to refusal or withdrawal or change in the terms and conditions of the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN** by YES BANK or Program partner.
- 2.11 YES Pay Wallet User agree and confirm that all terms and conditions for Offer will be strictly as per policy stipulated by YES BANK Ltd. from time to time.
- 2.12 YES Bank does not hold out any warranty or any representation with respect to the quality, suitability, delivery of the services or items or merchandise being sold by Livquik (Qw Network) and YES Bank shall not entertain any correspondence or complaints in this regard.
- 2.13 YES Bank and Livquik (Qw Network) reserve the sole and exclusive right to change, modify, withdraw, suspend or cancel the offers contemplated herein, at any time without giving any notice or assigning any reason, whatsoever.
- 2.14 YES Pay Wallet User agree and confirm that in the event of any dispute regarding the payments done across Livquik (Qw Network), YES Bank shall be absolved of all claims

and liabilities and any such claims, demand or complaint must be directly be addressed to Livquik (Qw Network), at its various retail outlets spread across India.

- 2.15** YES Bank reserves the sole and exclusive right to disqualify any Program Partner or YES PAY User from the benefits being provided the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN**, if any fraudulent, criminal or suspicious activity is detected or identified by YES Bank or Livquik (Qw Network) for the purpose of availing the benefits being provided under the under the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN**.
- 2.16** YES Bank reserves the sole and exclusive right to modify, change or delete all or any part of the **LIVQUIK (QW NETWORK) - PROMOTIONAL CAMPAIGN**. In the event of any dispute, difference and disconnect by and between YES Bank and YES Pay Wallet User, the decision YES Bank will be final, binding and conclusive in nature.