



## Mastercard Priceless® Specials India – Terms of Use

v. 1 (Feb 10, 2017)

Welcome to Mastercard Priceless® Specials India!

Priceless Specials India is a transactions-linked offers and rebates program (“Program”) of Mastercard Asia/Pacific Pte Ltd and its affiliates (“Mastercard”) for Mastercard cardholders in India.

In these Terms of Use (“TOU”), the words “you” and “your” mean the person who has accessed the Site, as defined below, and/or who has registered for participation in the Program. The words “we”, “us” and “our” mean Mastercard. The word “Site” shall mean <https://www.priceless.com/in-specials>, or any other websites associated with Priceless Specials India.

Please read these TOU carefully before accessing the Site and/or registering for the Program. Please keep a copy of these TOU for any useful purpose. Your access to the Site and/or use of the Site for any purpose is subject to the TOU and our privacy policy available at: <http://www1.mastercard.co.in/content/dam/mastercardoffers/India/moments-in/documents/samsungpay/privacy-policy.pdf> (“Privacy Policy”). The TOU and Privacy Policy collectively establish the terms and conditions applicable to your access to and use of the Site and/or participation in the Program.

BY USING THE SITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TOU. IF YOU HAVE ANY QUESTIONS ON THE TOU, YOU SHOULD SEEK PROFESSIONAL ADVICE BEFORE USING THIS SITE.

If you do not agree to the TOU, do not access the site or use the Site.

### Content

- [The Site](#)
- [Registration Requirements](#)
- [Offers and Offer Terms](#)
- [Right to Use Site Content](#)
- [Changes to the Site and Terms of Use](#)
- [Termination](#)
- [Intellectual Property Rights](#)
- [Copyright Complaints](#)
- [Submissions or Feedback](#)



## Mastercard Priceless® Specials India – Terms of Use

v. 1 (Feb 10, 2017)

- [Third Party Content and Links to Other Web Sites](#)
  - [Privacy Notice](#)
  - [Indemnification](#)
  - [Disclaimer of Warranties](#)
  - [Disclaimer of Damages and Limitation of Liability](#)
  - [Inapplicability of Terms of Use to any Mastercard Payment Card Cardholder Agreement](#)
  - [Miscellaneous](#)
  - [Customer Service](#)
- 

### The Site

This Site enables Mastercard cardholders in India to enroll in the Program to receive information on and be eligible to receive transactions-based offers and rebates (each, an “Offer”) made available from time to time by Mastercard, either single or in combination with one or more Mastercard financial institution, digital wallet partner and/or merchant (each, a “Mastercard business partner”). The Site is provided as a benefit for Mastercard cardholders in India.

### Registration Requirements

To enroll in the Program, you must fulfil the following conditions. You should (i) be 18 years or older; (ii) legally reside in India; and (iii) have a Mastercard card issued in your name by a financial institution in India that should remain valid throughout the duration of your participation in the Program.

If you meet the above enrolment criteria, you may register for the Program on the Site by providing the required information and creating a user ID and password. You will also need to provide the details of your Mastercard card (based on the above-mentioned requirements) for registering to participate in the Program. .

By enrolling for the Program, you acknowledge that: (i) you represent yourself and nobody else; (ii) you provide accurate information to Mastercard, including that which is required to register for the Program; (iii) you will refrain from using the Site to reproduce, duplicate, copy, sell, resell, distribute, publish, or otherwise exploit for any commercial purpose whatsoever software, content, offers,



## **Mastercard Priceless® Specials India – Terms of Use**

v. 1 (Feb 10, 2017)

experiences, products, or services offered by Mastercard or obtained via this Site without the prior expressed written consent by Mastercard - this restriction applies to any attempt to incorporate any information from this Site to any folder, product, or service; (iv) you will ensure your own access to the Site, including, but not limited to, obtaining and maintaining all telephone, computer hardware, and software and other equipment and paying the fees imposed on you; (v) you will not use the Site in a manner that endangers the availability of resources and the enjoyment of other users or damage, disable, overburden, or impair servers or networks of Mastercard or its service providers; and (vi) you agree not to use this Site for any purpose that is unlawful or prohibited by these TOU.

Mastercard will contact the financial institution that has issued the Mastercard card entered by you for the Program registration. You hereby authorize Mastercard to conduct test transactions and/or contact your financial institution to validate your details. Upon satisfactory validation, you will be registered for the Program.

You are solely responsible for maintaining the security and confidentiality of your account, user name and password, and you are responsible for all activities and conduct by you or anyone else that are conducted through your account. You agree to notify Mastercard immediately of any unauthorized use of your account or any other breach of security. Mastercard will not be liable for any loss or damages of any kind that may arise as a result of someone else using your password or account, either with or without your knowledge; however, you may be held liable for any losses incurred by Mastercard or another party due to someone else using your account or password.

### **Offers and Offer Terms**

After logging in to your Program account using your user ID and password, you will be able to view ongoing Offers made available by Mastercard and/or Mastercard business partners on the Site. Each Offer may be subject to specific terms and conditions (“Offer Terms”), which can be viewed by clicking on the relevant Offer on the Site.

You will be eligible to avail the benefits of an ongoing Offer if you comply with the relevant Offer Terms (“Qualified Offer”). For example, certain Offers may require you to use your Mastercard card registered for the Program for transactions through a specific digital wallet and/or at a specific merchant location to receive the benefits under those Offers.

Through the Site, you may track the benefits received by you under “Track Your Rebates”, and the number of transactions required for receiving additional benefits.

You acknowledge that the Offer Terms for each Qualified Offer, including the quantum and mechanics for earning cashbacks, rebates and/or discounts may vary. You agree that you wish to avail of benefits that you may be entitled to under each Qualified Offer, and you authorize Mastercard to apply to your



## **Mastercard Priceless® Specials India – Terms of Use**

v. 1 (Feb 10, 2017)

Mastercard card registered for the Program credits for any cashbacks, discounts and/or rebates earned by you under any Qualified Offers.

By participating in the Program, you unconditionally agree and accept that the decision of Mastercard in relation to each Offer and all matters connected with it, including, without limitation, the interpretation of these TOU and Offer Terms, is final and binding and no queries shall be entertained by Mastercard.

### **Right to use the Site content**

We grant you a limited, non-exclusive, and irrevocable license for viewing, sharing, printing, or downloading any Content from this Site (as defined below) for your personal use only. This publication excludes personal use, distribution, copying, assignment, sublicense concession, transfer, sale, preparation of derivative works, or other uses that are not exclusively personal of the Site. No part of the contents of this Site may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use only. You may not access or use the Site in order to potentially or deliberately damage or impair the Site or any server or network underlying the Site, or impede the use and enjoyment of the Site by others.

You do not have the right to use automated means (e.g. software robots, spiders, etc.) to access the Site. You agree not to collect personal data from other users of the Site, nor sell or use this information in any way whatsoever. Except for the limited rights expressly granted to you, all other rights, titles, and interests associated with the Site and its contents are reserved and owned by Mastercard.

MASTERCARD RETAINS THE RIGHT TO REFUSE ANYONE, IN ANY DISCRETION AND WITHOUT NOTICE, ACCESS TO THE SITE FOR ANY REASON, INCLUDING ANY VIOLATION OF THESE TOU, INCLUDING THE USAGE RIGHTS.

### **Changes to the Site and Terms of Use**

Mastercard reserves the right to modify or update the material or information available on or in connection with the Site, including these TOU, or to discontinue any Offer and/or the Program at any time without notice. Mastercard may at any time revise these TOU by publishing an update. It is your responsibility to regularly review the TOU. Any changes or updates will be effective upon its publication. The fact that you continue to participate in the program or access the Site after such changes constitutes your consent to such changes.



## **Mastercard Priceless® Specials India – Terms of Use**

v. 1 (Feb 10, 2017)

### **Termination**

You may terminate your participation in the Program at any time by sending a request by email to the Customer Service as set out below. The termination shall become effective within thirty (30) days from receipt of your request. Mastercard may terminate your participation in the Program and/or access to the Site at any time and for any reason by providing a written termination notice.

Upon such termination, you will not be eligible for any additional Offers under the Program. However, you will still receive the benefits of any Offers that you were entitled to receive prior to the termination.

### **Intellectual property rights**

Site Content is protected by applicable intellectual property rights and all Content is owned or used by Mastercard under license or with permission. Any text or presentation of the Site (including but not limited to the selection, coordination, and arrangement of the materials on the Site, pictures, drawings, animations, tools, widgets, applications, advertisements, videos, music, sounds, items, prints, designs, photos, trademarks, service marks, trade names, logos, and other materials and information available on this website) are subject to intellectual property rights owned by Mastercard, its subsidiaries and Mastercard business partners (collectively, the "Content"). No Content may be copied, subject to reverse engineering, decompiled, disassembled, modified, posted on other sites (including via the technique of framing or deep linking), changed, distributed or redistributed in any manner whatsoever, furnished under a license or sub-license, or transmitted in any form by you. No information on the Site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to make commercial use of a trademark of Mastercard, an intellectual property right, or copyrighted material without the prior written consent of Mastercard. The trademarks, logos, trade names and service marks, registered or unregistered (collectively the "Trademarks"), displayed on the Site are the Trademarks of Mastercard and Mastercard business partners. No information on the Site shall be construed as granting, by implication or otherwise, any license or right to use any Trademark displayed on the Site without the prior written consent of Mastercard or third party owner of the Trademark.

Any unauthorized commercial use of the Content will infringe the intellectual property rights of Mastercard and may be subject to the exercise of full rights by Mastercard.

### **Copyright Complaints**

In operating the Site, Mastercard may act as a "services provider" and offer services as online provider of materials and links to third party web sites. As a result, third party materials that Mastercard does not own or control may be transmitted, stored, accessed or otherwise made available using the Site. Mastercard has in place certain legally mandated procedures regarding allegations of copyright



## **Mastercard Priceless® Specials India – Terms of Use**

v. 1 (Feb 10, 2017)

infringement occurring on the Site and has adopted a policy that provides for the immediate removal of any content or the suspension of any user that is found to have infringed on the rights of Mastercard or of a third party, or that has otherwise violated any intellectual property laws or regulations, or these TOU. If you believe any material available through the Site infringes a copyright, you should notify Mastercard. Mastercard will respond expeditiously to remove or disable access to the material claimed to be infringing. You should address infringement notices to:

Mastercard Asia/Pacific Pte. Ltd

3 Fraser Street, DUO Tower Level 17, Singapore 189352.

Attn: Legal Department

Please provide the following notice:

- Identify the copyrighted work or other intellectual property that you claim has been infringed;
- Identify the material on the Site that you claim is infringing, with enough detail so that Mastercard may locate it on the Site;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you declaring that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
- Your address, telephone number, and email address; and
- Your physical or electronic signature

### **Submissions or Feedback**

From time to time, we may ask you for your feedback on the Site and any Offers. Any communication or material you transmit or post will be (a) treated as non-confidential and non-proprietary by Mastercard, (b) become the property of Mastercard and Mastercard shall exclusively now and hereinafter own all rights, title and interest therein, and (c) used without restriction by Mastercard licensees and affiliates at its sole discretion without any obligation, compensation or other liability to you. Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner, now known or later developed, on this Site or otherwise. Mastercard shall be under no obligation to respond to any such communication. Notwithstanding the foregoing, Mastercard maintains a policy of not accepting or considering any creative ideas, suggestions or materials from the public regarding its products and services ("Submissions"), and therefore, you should not make any Submissions to Mastercard in any



## **Mastercard Priceless® Specials India – Terms of Use**

v. 1 (Feb 10, 2017)

communications through this Site or otherwise. Nonetheless, if you do send us a Submission, despite our request not to do so, then such Submission shall immediately become the property of Mastercard and Mastercard shall exclusively now and hereinafter own all rights, title and interest therein. Furthermore, Mastercard shall be free to use any Submissions for any purpose whatsoever, including, but not limited to, developing and marketing products and services. Mastercard shall not be liable for such use or disclosure of such Submission or for any similarities in the Submission and any future Mastercard products and services.

### **Third Party Content and Links to Other Web Sites**

The Site may contain third party content and links to other web sites that are completely independent of this Site. Third-party content and links are included solely for the convenience of users and do not constitute any approval, endorsement or warranty by Mastercard. Moreover, Mastercard is not responsible for the accuracy, completeness, or reliability of third-party information, or the products or services offered or sold through any linked web site and you assume sole responsibility for the use of third-party information. Any agreements, transactions, or other arrangements made between you and such third party are made solely at your own risk. When you click on a third-party link, you will leave the Site. Any personal information you submit on the resulting site will not be collected or controlled by Mastercard but will be subject to the privacy notice or terms of use of the resulting site. Please review the privacy policy and terms of use of the resulting site for more information on its privacy practices.

Mastercard is not responsible for examining or evaluating, and we do not warrant the offerings of any third party content.

### **Privacy Notice**

Mastercard recognizes the importance of respecting the privacy of those who visit and choose to take advantage of the Program and information offered on the Site. Click here to view our Privacy Policy related to your participation in the Program:

<http://www1.mastercard.co.in/content/dam/mastercardoffers/India/moments-in/documents/samsungpay/privacy-policy.pdf>

### **Indemnification**

You agree to indemnify, defend and hold Mastercard and its business partners and their respective officers, directors, employees and affiliates harmless from any liability, loss, claim and expense, including without limitation, reasonable attorney's fees and expenses, related to or arising from: (i) your



## **Mastercard Priceless® Specials India – Terms of Use**

v. 1 (Feb 10, 2017)

violation of these TOU; (ii) your misuse of the Site; and (iii) your violation or infringement of copyright or other intellectual property or other rights of third parties contained in your Submissions and/or any other violation of law or breach of contract obligations relating to the Submissions. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

### **Disclaimer of Warranties**

While Mastercard will use reasonable efforts to ensure that all material on this Site is correct; however, accuracy cannot be guaranteed and Mastercard does not assume any responsibility or liability for the accuracy, completeness or authenticity of any information contained in this Site.

THE SITE, AND ALL CONTENT CONTAINED HEREIN ARE PROVIDED TO YOU "AS IS," AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTY OR CONDITION OF SATISFACTORY QUALITY, MERCHANTABILITY, TITLE/NON-INFRINGEMENT, QUALITY OF INFORMATION, OR FITNESS FOR GENERAL USE OR FOR A PARTICULAR PURPOSE. NO INFORMATION OBTAINED BY YOU FROM MASTERCARD THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITATION, MASTERCARD DISCLAIMS ALL WARRANTIES REGARDING THE AVAILABILITY OF THE SITE, THAT THE SITE WILL OPERATE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SITE IS AT YOUR OWN RISK, ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THIS SITE IS PROVIDED AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY DATA LOSS THAT MAY RESULT FROM YOUR USE OF THE SITE, INCLUDING WITHOUT LIMITATION, DAMAGE RESULTING FROM COMPUTER VIRUSES. NOTHING IN THESE TERMS EXCLUDES OR LIMITS MASTERCARD'S LIABILITY (I) FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, (II) FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR (III) FOR ANY MATTER WHICH IT WOULD BE ILLEGAL FOR MASTERCARD TO EXCLUDE OR ATTEMPT TO EXCLUDE ITS LIABILITY.

### **Disclaimer of Damages and Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL MASTERCARD, ITS BUSINESS PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL DAMAGES WHATSOEVER, PROPERTY DAMAGE, LOSS OF USE, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO THE FORM OF ACTION (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR ACCESS OF THE SITE, ITS CONTENT, EVEN IF MASTERCARD OR ITS BUSINESS PARTNERS, EMPLOYEES, REPRESENTATIVES OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL MASTERCARD'S





## **Mastercard Priceless® Specials India – Terms of Use**

v. 1 (Feb 10, 2017)

TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR USD 100 (WHICHEVER IS LESS), FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE. NOTHING IN THESE TERMS EXCLUDES OR LIMITS MASTERCARD'S LIABILITY (I) FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, (II) FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR (III) FOR ANY MATTER WHICH IT WOULD BE ILLEGAL FOR MASTERCARD TO EXCLUDE OR ATTEMPT TO EXCLUDE ITS LIABILITY.

Without limiting the foregoing, we are not responsible for any card account fees or penalties that you incur on your Mastercard card as a result of your use of the Site or participation in the Program.

Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not our responsibility or the responsibility of any Mastercard business partner. You acknowledge and agree that it is your sole responsibility to determine the taxation consequences, if any, of participation in the Program. Mastercard will not provide you with a separate tax receipt as part of the Offers.

### **Inapplicability of Terms of Use to any Mastercard Payment Card Cardholder Agreement**

Mastercard is a leading payment services organization. Mastercard is not a financial institution and does not issue credit, debit, check or payment cards of any type of nature. Your Mastercard branded payment card relationship is with an issuing bank or financial institution, and not with Mastercard directly. Any and all questions or issues regarding your Mastercard branded payment card or cardholder account should be directed to the bank or financial institution that issued your card, and not to Mastercard. While Mastercard has a relationship with your issuing bank or financial institution, that relationship does not pertain to individual cardholders or payment card accounts.

### **Miscellaneous**

These TOU including any non-contractual obligations or liabilities arising out of or in connection with them, shall be construed, interpreted and performed exclusively according to the laws of Singapore without giving effect to any principles of conflicts of law. You expressly agree that the courts of Singapore shall have exclusive jurisdiction over any and all disputes relating to these TOU, the Site and your participation in the Program. You hereby consent and submit to personal jurisdiction of the courts in Singapore for the purposes of any action related to the Site, your access or use thereof, or these TOU, and to extra-territorial service of process.

These TOU may not be assigned by you. Mastercard may assign its rights and obligations set forth in these TOU at any time. Should any part or provision of these TOU be held unlawful, void, invalid or



## **Mastercard Priceless® Specials India – Terms of Use**

v. 1 (Feb 10, 2017)

unenforceable, that portion shall be deemed severable from these TOU and shall not affect the validity and enforceability of any remaining provisions. Except as provided herein, these TOU constitute the entire agreement between you and Mastercard pertaining to their subject matter. Certain provisions of these TOU may be superseded or added to by designated legal notices or terms located on particular pages, applications, tools or other materials that you may access within this Site. Mastercard's failure to enforce any provision of these TOU or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision. These TOU and any related documents may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between you and Mastercard. Except as specifically provided for in this TOU, any person not a party to this TOU shall acquire no rights under these TOU by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise.

### **Customer Service**

If you have any questions, comments, or concerns about the Site Content, please contact us by email: [Contact PricelessSpecials@mastercard.com](mailto:PricelessSpecials@mastercard.com) or by mail: Mastercard Asia/Pacific Pte Ltd, 3 Fraser Street, DUO Tower Level 17, Singapore 189352