

Terms and conditions

1. The special rate "offer" is valid for Kotak Platinum and Signature Credit Card Holders only.
2. The offer price includes car, chauffeur, fuel & comprehensive insurance and excludes parking, toll fee & service tax @ 12.36%.
3. The offer price is applicable only on the car models mentioned in the voucher.
4. The offer is valid on bookings done through the Car Club call centre as mentioned in the voucher and payment made through the Kotak Credit Card only.
5. The offer is valid for usage within the city limits and time and mileage will be calculated from Car Club's nearest office in each city and end at their nearest office.
6. The highest spender program ("Program") is valid for all Kotak Platinum and Signature Credit Card Holders excluding card holder/s whose account has been classified as delinquent before or during the currency of the Program or any extension thereof.
7. The free BMW ride will be inclusive of all costs and will be for 4 hrs and will be applicable only for the highest spender in the particular month for the cities of Mumbai and Delhi.
8. The BMW ride will be valid for usage within the city limits and time and mileage will be calculated from Car Club's nearest office in each city and end at their nearest office.
9. The Program is applicable for the Primary Card Holder/s as well as the Supplementary/Add-on Cardholder/s.
10. The Program is valid only on Retail Purchases / Transactions made / done by the Cardholder by using his / her Card, during the program period, unless otherwise notified by Kotak Bank.
11. "Retail Purchase / Transaction/s" shall mean such purchase of goods/ services, which has been made by the Card Holder/s by swiping the Card on any bank's electronic data capture terminal or through internet.
12. For the purpose of calculating the highest spender for every month spends done between the 1st day and the last day of every month(both days inclusive) for the months of November '08 , December '08,January '09,February '09 and March '09 will be considered.
13. The winner for each month will be sent a letter from Kotak Mahindra Bank ("Bank") notifying them of the free ride and the process to avail the same.
14. Any participation in this offer is voluntary. The offer cannot be combined with any other benefit or offer.
15. Cardholders shall not be entitled to compensation / benefits/cash in any form whatsoever in lieu of this program.
16. The Bank shall not be liable in any manner whatsoever or howsoever for any loss or damage or claims that may arise out of or otherwise howsoever from any refusal by Car Club to honor this program for any reason whatsoever.
17. The Bank does not hold out any warranty or make any representation of the delivery, quality, suitability, delivery of the services under the program and the Bank shall not entertain any correspondence in this regard.
18. The Bank reserves the absolute right to change / modify / withdraw / suspend / cancel this program at any time without giving any notice and without assigning any reason.
19. Any person availing of this program shall be deemed to have accepted these Terms and Conditions.
20. All disputes arising out of or in connection with this program shall be settled by Arbitration to be held in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and referred to a sole arbitrator to be nominated by the Bank. The venue for arbitration shall be Mumbai and subject to the jurisdiction of courts at Mumbai.
21. The decision of the Bank in all matters in connection with and incidental to this program is final and shall be binding on all persons.