

## New Seller Incentive Promotion (Offer 2) – Terms & Conditions

1. Amazon Seller Services Private Limited ("**Amazon**", "**we**", "**us**" or "**our**") is pleased to invite you to participate in the Amazon "**New Seller Incentive**" promotion ("**Promotion**") under the Amazon Seller Rewards Program ("**Program**") on amazon.in ("**Amazon Site**").
2. These Promotion terms and conditions ("**Terms**") are in addition to terms and conditions of the Program ("**Rewards Program Terms**") accepted by you. Only with respect to this Promotion, in the event of any conflict in the provisions of the Rewards Program Terms and these Terms, these Terms shall prevail. All capitalized terms not defined in these Terms have the respective meanings set forth in the Rewards Program Terms.
1. The Promotion will commence at 00:00:00 hrs. (IST) on January 1<sup>st</sup> 2024 and end at 23:59:59 hrs. (IST) on May 31st 2024 ("**Promotion Period**") unless revoked by Amazon in its sole discretion without any prior notice.
2. The Promotion will only be eligible for sellers who are launched between 00:00:00 hrs. (IST) on January 1<sup>st</sup> 2024 and 23:59:59 hrs. (IST) on March 31st 2024 ("**Eligibility Period**")
3. To be eligible for the Promotion:
  - (a) You need to be launched on the Amazon Site during the Eligibility Period
  - (b) You need to be registered for the Program. Login [here](#) with your seller central credentials to register;
  - (c) You must subscribe to the Promotion. Click the 'Participate now' button on the Promotion page;
  - (d) For the purpose of this Promotion, the sellers should have spends in the Sponsored Advertisements as per the terms mentioned below.
  - (e) Eligible spends on Sponsored Advertisements under this Promotion exclude spends through any free Sponsored Advertisement credits. Only 'paid' spend would be considered for this Promotion.

For the purposes of this Promotion, a seller will be considered to have launched on the Amazon Site on the date his/ her first listing is live on the Amazon Site\*

4. During the Promotion Period, sellers who meet the eligibility criteria specified under Section 4 above and meet the seller actions requirements set out below will be eligible for the following Rewards :
  - (a) Sellers who have launched on the Amazon Site during the Eligibility Period and have spent > INR 2,000 (available as free credits to all new sellers) on Sponsored Advertisements within 62 days from their launch date will be eligible to receive Rewards worth 50% of the incremental ad spend above INR 2,000 (free credit). A seller is eligible to receive maximum Reward worth INR 6,000.
  - (b) Sellers who are availing any other incentive, marketing offer, contest or promotion on Amazon Site or availing any other special terms of any nature including preferential fee rates from Amazon during the Promotion Period are also eligible to participate in the Promotion.
5. The Rewards will be credited to your Amazon Seller Rewards Balance on the 1<sup>st</sup> and 15<sup>th</sup> of every month.
6. Rewards get accrued in the seller's "Rewards Balance" on the Amazon Seller Rewards' website (<https://seller-rewards.amazon.in>). Sellers may redeem their Rewards online at Amazon Seller Rewards' website in accordance with the Rewards Program Terms.
7. There are no cash or other prize alternatives available in whole or in part. However, in circumstances beyond our control, we may substitute a similar alternative prize of equal or greater value in our sole discretion.
8. Each Reward/prize offered under this Promotion will be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

\*based on Sell On Amazon Launch Date

9. Any Rewards and prizes offered in this promotion will be subject to required taxes and tax deduction as specified in Income Tax Act, 1961 or any other relevant laws.
10. Amazon reserves the right to determine, in its sole and absolute discretion, whether or not you have successfully met all the criteria to avail the Rewards/ prizes under this Promotion.
11. Amazon reserves the right to terminate your participation under this Promotion, at any point of time, in its sole discretion, with or without cause, including if any one of the criterion outlined herein are not met.
12. You acknowledge and agree that at any point of time, Amazon reserves the right to cancel, modify, change, suspend or withdraw any of these Terms as it may deem fit, in part or in their entirety, with or without cause, without giving any prior notice without incurring any liability whatsoever.
13. Amazon does not waive any right under these Terms by failing to insist on compliance with any of the provisions of these Terms or by failing to exercise any right hereunder. To the extent permissible under any applicable law, Amazon waives and disclaims all responsibility and liability for any damages or losses arising out of any statute, contract or otherwise from or in connection with the Promotion or any Promotion related activities and any benefits/ prizes provided hereunder.
14. By participating (or subscribing) in the promotion, you will be legally bound hereby, to release from liability, and hold harmless Amazon and/ or its affiliates from any and all liability for personal injuries (including death), property loss or damage, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize/ Reward or participation in the promotion, even if caused or contributed to by our negligence. Once Amazon has fulfilled the prize distribution as per these Terms, no further liability may be held against Amazon and/ or its affiliates. You further agree to abide by all promotion rules and regulations, as posted with these Terms made available on the Amazon Site. Further, you agree to bear all the personal taxation that might arise out of the winnings from this promotion and shall not look to Amazon and/ or its affiliates for payment of the same and/or any dispute arising from the same.
15. Notwithstanding anything contained in these Terms, Amazon shall in no event be liable for any special, direct, indirect, consequential or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of these Terms, any documents referenced in these Terms, or any addenda or amendment hereto even if Amazon had been advised of the possibility of such damages.
16. Any disputes arising out of and in connection with this Promotion shall be subject to the exclusive jurisdiction of the courts at Bangalore only.