

The terms and conditions explain the nature and scope of the relationship between Stackperks. here in referred to as "STPK" or "STACKPERKS" (as owner and management for the program) and a member of STPK's loyalty program and who is issued the Digital Loyalty card. The terms and conditions cover limitations and exclusions on the liability of STPK, STACKPERKS and the STACKPERKS partners.

### **1. Definitions**

In these terms and conditions, unless the context specifies otherwise:

1.1 "STPK" shall mean Stackperks a company incorporated under the Indian Companies Act, 1956 and having its principal place of business at Z-187, 7<sup>th</sup> street, Anna Nagar west, Chennai, India-600040. And such expression shall, unless it be repugnant to the subject or context thereof, include its successors, assigns, representatives and transferees

1.2 "STACKPERKS Member(s)" means a STACKPERKS customer, who is enrolled as a member of STACKPERKS who registered in our website or through our Mobile application. Membership to the program is governed by these rules set by STPK for this program which are subject to change.

1.3 "STACKPERKS Membership Account/ STACKPERKS Membership" means the account where the STACKPERKS Member's STACKPERKS Points will be accumulated.

1.4 "STACKPERKS Network" means all the STACKPERKS Partners and STACKPERKS for the time being taken as a whole.

1.5 "STACKPERKS Partner" means any or all of the present or future entities, partners, shops, departmental stores, airlines, hotels, restaurants, car rental companies and other participating establishments in the program whether with online or offline presence, in agreement with STPK, where members can accumulate STACKPERKS points for purchase of goods and services.

1.6 "STACKPERKS Point(s)" is the unit currency of the program. STACKPERKS Members are awarded STACKPERKS Points for earn activities carried out by the STACKPERKS Member within the STACKPERKS network.

1.7 "STACKPERKS Rewards" means the rewards as enlisted by the rewards supplier in the STACKPERKS Rewards menu as communicated from time to time.

1.8 "STACKPERKS Rewards Menu" means the periodical rewards issued and maintained by STPK for the program, containing the STACKPERKS Rewards currently available in the program and the number of STACKPERKS Points required for them.

1.9 "Program" means the STACKPERKS multi partner loyalty program, managed and operated by STPK offering benefits, facilities or arrangements to STACKPERKS Members by reason of their membership into STACKPERKS program, whereby STACKPERKS points are accumulated on every Earn Activity made by STACKPERKS Members within STACKPERKS network and such STACKPERKS points may be used by the STACKPERKS

Member for redemption of STACKPERKS Points through the STACKPERKS Rewards and Redemption at STACKPERKS Partners.

1.10 "Redemption" means any activity, which results in exchange of STACKPERKS Points by a STACKPERKS Member for STACKPERKS Rewards at STACKPERKS Rewards Menu or at STACKPERKS Partner

1.11 "Supplier" shall mean an independent third party responsible for the purchase and sale of the STACKPERKS Rewards to the STACKPERKS Members.

1.12 "Working Days" means the period from Monday to Friday.

## **2 General Conditions**

2.1 The STACKPERKS Member agrees that by using the STACKPERKS Mobile Application or by entering his/her STACKPERKS number at [www.STACKPERKS.com](http://www.STACKPERKS.com) or at any STACKPERKS Partner online or offline, he/she is deemed to have read and understood these terms and conditions of the Program and agrees to be contacted by the STACKPERKS call-centre or its telemarketer for the purpose of its insurance business and confirms that he/she is bound by these terms and conditions and any changes to it from time to time and such other terms as specified from STPK from time to time.

2.2 Membership into STACKPERKS Program is voluntary.

2.3 STPK reserves the right to modify these Terms and Conditions and such changes shall be deemed effective immediately upon posting of the modified Terms and Conditions on [www.STACKPERKS.com](http://www.STACKPERKS.com). Members' continued holding of the STACKPERKS Membership Account following the posting of changes on [www.STACKPERKS.com](http://www.STACKPERKS.com) will indicate their acceptance of changes.

2.4 STACKPERKS Membership Account is not a payment medium or payment instrument.

2.5 STACKPERKS Membership is non-transferable, except as specified in these terms and conditions. STACKPERKS Points are non-negotiable, nonredeemable by cash and cannot be gifted, awarded or rewarded to any other person than the STACKPERKS Member himself.

2.7 STACKPERKS Members will be personally liable for any and all costs, taxes, charges, claims or liabilities of whatever nature arising from the provision or availability of benefits, facilities or arrangements provided or made available to a STACKPERKS Member, by STACKPERKS Partners, as a result of his/her membership in the Program.

2.8 The STACKPERKS App at all times remains the property of STPK, which reserves the right at any time in its absolute discretion and without giving notice to such member to deactivate the STACKPERKS Membership. The STACKPERKS Member must return or destroy his/her STACKPERKS App without delay whenever requested by STPK and in such circumstances cannot redeem the STACKPERKS Points, which will automatically expire

2.9 STPK will endeavor to ensure that the services, benefits, facilities and arrangements as expressed or advertised by the STACKPERKS Partners will be available to the STACKPERKS Members. However, STPK will not be liable for any loss or damage, whether direct or indirect, arising from the provision or non-provision whether whole or part, of any such services, benefits, facilities or any other arrangements by the STACKPERKS Partners.

2.10 When a STACKPERKS Member seeks to use or obtain any of the services, benefits, facilities and arrangements as offered by the STACKPERKS Partner, the provisions of such services, benefits, facilities or arrangements will be subject to the respective terms and conditions of the STACKPERKS Partner, being the provider of the said benefits, facilities and arrangements.

2.11 STPK shall not be liable for any loss or damage, whether direct or indirect, resulting from termination or change of the Program or any of its facilities, benefits or arrangements which are made available to the STACKPERKS Members, including without limitation, STACKPERKS Partner's withdrawal or the withdrawal or limiting of any such services, benefits or facilities.

2.12 The Program of STACKPERKS may be modified at the sole discretion of STPK from time to time without intimation to the STACKPERKS Member.

2.13 STPK shall not be liable in the event it fails to fulfill any of its obligations under this terms and conditions due to flood, earthquake, storm, cyclone or any other acts of god of similar nature, war, strike, lockout, or governmental or judicial or quasi-judicial policies/intervention/direction /prohibition or change in law or for any other reasons beyond its control

2.14 A waiver of any of the terms and conditions by STPK shall not be deemed to be a continuing waiver, but shall apply solely to the instances to which the waiver is directed.

2.15 A STACKPERKS App shall be accepted only at locations identified in the list provided to the STACKPERKS Members at [www.STACKPERKS.com](http://www.STACKPERKS.com). STPK can at any time without intimation to the STACKPERKS Members add and / or delete STACKPERKS Partners from such list. The same shall be updated on [www.STACKPERKS.com](http://www.STACKPERKS.com).

2.16 If there are any change in the contact details (mobile number/ email id/ address)

of a STACKPERKS member from what has been registered with STACKPERKS, the member must update the respective contact details with STACKPERKS immediately either through the STACKPERKS website, mobile apps, contact centre or any other channels to avoid any misuse of STACKPERKS Points. STPK shall not be liable for any loss of points or other relevant damages incurred by the member, if necessary details are not updated with STACKPERKS on time.

2.17 All STACKPERKS Point dispute complaints older than 45 Working Days from the date of the transaction will not be entertained. The STACKPERKS Member must provide proof of transaction as required to register any STACKPERKS Point dispute.

2.18 The STACKPERKS Member acknowledges and understands that STACKPERKS is merely an intermediary and does not assume any liability or acquire any right, title or interest in the Rewards. STACKPERKS is only engaged in the management of the Rewards displayed in the STACKPERKS Rewards Catalog; however all the Rewards are offered by the Vendors and Partners to the Members directly.

### **3 Enrolment in the Program**

3.1 It is the STACKPERKS Members' responsibility to share the correct communication details with STACKPERKS at the time of enrolling into the Program

3.2 Prospective STACKPERKS Members can enrol into the Program at selected STACKPERKS Partner outlets or on [www.STACKPERKS.com](http://www.STACKPERKS.com), by filling in the registration form. STACKPERKS Partners may also enrol prospective STACKPERKS Members to the Program.

3.3 STACKPERKS shall reserve the right to offer the Program by invitation to any Prospective STACKPERKS Members as it may deem fit. Membership to the Program is at the sole discretion of STACKPERKS and it may refuse membership to any applicant without assigning any reasons.

3.4 Each STACKPERKS Member can have a maximum of one STACKPERKS App at any point in time, unless otherwise specified. If a STACKPERKS Member is found to have multiple memberships in the Program, STACKPERKS may choose to restrict any of the STACKPERKS Membership.

### **4 Use of STACKPERKS App and STACKPERKS Membership**

4.1 By using his/her STACKPERKS App and/or stating his/her STACKPERKS number to STPK and/or any STACKPERKS Partners, a STACKPERKS Member grants his/her consents to STPK creating, storing, maintaining and updating the STACKPERKS Member's data. Such data shall include membership data (like name, address, telephone number, mobile number, date of birth, areas of interest, preferences etc. as provided by

the STACKPERKS Member), usage data (including without limitation, transactions and STACKPERKS Points accrued at various STACKPERKS Partners, etc.), and data concerning contacts with STPK (including without limitation, enquiry regarding membership) for the purpose of providing relevant information and customer services to the STACKPERKS Member. in connection with the Program. All data relating to the STACKPERKS Members shall be protected and used by STPK in the manner indicated in STPK's Privacy Policy.

## **5 Accrual of STACKPERKS Points**

5.1 STACKPERKS Members can accrue STACKPERKS Points earned by them through a transaction with a STACKPERKS Partner for the purchase of goods or services paid by cash, credit/debit card, cheque, online payment, standing instruction or any other means of payment agreed upon by the STACKPERKS Partner.

5.2 STACKPERKS Members will also be awarded STACKPERKS Points for non-transactional activities which include goodwill points as well as bonus points. Bonus points would be communicated from time to time through [www.STACKPERKS.com](http://www.STACKPERKS.com) or through any other means of communication as decided by STACKPERKS from time to time.

5.3 STACKPERKS Points awarded may vary between different STACKPERKS Partners depending on the arrangement with the STACKPERKS Partner. Details of all STACKPERKS Points will be communicated to the STACKPERKS Members through [www.STACKPERKS.com](http://www.STACKPERKS.com) or through any other means of communication as decided from time to time.

5.4 To accrue STACKPERKS Points, a STACKPERKS Member must present his/her STACKPERKS App or STACKPERKS number or Mobile Number at the time of completing the Earn Activity. If a STACKPERKS Member fails to present the STACKPERKS App or STACKPERKS membership number when visiting or on availing such services, this may result in the applicable STACKPERKS Points not being accrued by the STACKPERKS Member and in such instance STACKPERKS or the STACKPERKS Partner shall not be responsible in this regard.

5.5 The method of earning STACKPERKS Points from STACKPERKS Partners is subject to change from time to time. Such changes will be communicated through [www.STACKPERKS.com](http://www.STACKPERKS.com) and through any other means of communication as decided by STPK from time to time.

5.6 STACKPERKS Partners may change any of the terms and conditions of their business at any time without notice to the STACKPERKS Member. STACKPERKS is not responsible for informing STACKPERKS Members of any such changes. STACKPERKS has no liability for the acts and omissions of the STACKPERKS Partners.

5.7 All STACKPERKS Members are required to obtain and preserve for a period of 45 Working Days appropriate documentation for all transactions done with STACKPERKS Partners that earn STACKPERKS Points. It is the STACKPERKS Member's responsibility to ensure that the Electronic Data Collection generated transaction slip is accurate.

5.8 STACKPERKS has no liability for the acts and omissions of the STACKPERKS Partners.

## **6 STACKPERKS Points calculation**

6.1 STACKPERKS Points accrued through transactions at STACKPERKS Partners shall be credited to member's account within 45 working days.

6.2 STACKPERKS Points accrued through any other Earn Activity shall be credited to STACKPERKS Member's account within such period as is mentioned for such Earn Activity

6.3 STACKPERKS Point's will not be credited back in the STACKPERKS Membership Account in case the STACKPERKS Member decides to return the goods and services, forfeited and unused services or Goods or services acquired by using STACKPERKS Points

6.4 STACKPERKS Points are accrued in whole. STACKPERKS Members will not be awarded STACKPERKS Points in fractions.

6.5 STACKPERKS Points are valid for a period of three years from the date of transaction within the STACKPERKS Network. STACKPERKS Points shall expire after a time determined by STACKPERKS and the STACKPERKS Member shall not be entitled to redeem any of such lapsed STACKPERKS Points.

6.6 The STACKPERKS membership has lifetime validity, but the points carry a three year validity and is guided by the terms mentioned in clause

6.7 STACKPERKS Points from a STACKPERKS Member's account cannot be pooled or combined with the STACKPERKS Points of another STACKPERKS Member's account.

6.8 If STACKPERKS Members participate in Earn Activities at more than one STACKPERKS Partner, subject to the consent of the STACKPERKS partners, the STACKPERKS Members are eligible for multiple memberships in the Program and the STACKPERKS points will be credited to the respective STACKPERKS membership accounts.

6.9 Complaints on STACKPERKS Points not credited to account from any STACKPERKS Partner will be entertained only if the date of transaction is not older than 45 working days. The STACKPERKS Member must provide proof of transaction as required by STPK to register any STACKPERKS Point dispute.

6.10 The respective STACKPERKS Partners are responsible for the STACKPERKS Points issued under this Program and if any of them goes into liquidation or non-payment for these points or any similar event, STPK shall not be liable to honour STACKPERKS Points which have been credited to the STACKPERKS Membership account and are yet to be redeemed, but have not been fully funded by the STACKPERKS Partner as on that date. In such an event, such STACKPERKS Points will be removed from the STACKPERKS Membership Account without prior intimation.

## **7 Transfer of STACKPERKS Points**

7.1 At no time can STACKPERKS Points be credited to or STACKPERKS Rewards request be issued to, purchased by, or sold to or otherwise transferred to any person other than the STACKPERKS Member. Any such STACKPERKS Points or requests for STACKPERKS Rewards are void. Any person who commits such acts is liable for damages, litigation and related costs to STACKPERKS, which reserves the right, to terminate the STACKPERKS membership of the transferor or remove such person from the STACKPERKS Network or deactivate such transferor's STACKPERKS Membership Account.

## **8 STACKPERKS Point statement, Program updates & notices**

8.1 STACKPERKS Members can call the 'STACKPERKS Customer care numbers or register on [www.STACKPERKS.com](http://www.STACKPERKS.com) in the "My Transaction" page for obtaining a summary of their recent transaction and obtaining their STACKPERKS Point balance.

8.2 Any notice, information, intimation, change, modification, alteration of the STACKPERKS Rewards shall be deemed to have been given to the STACKPERKS Member forthwith upon updating HYPERLINK <http://www.STACKPERKS.com> of such changes, modification, alteration or notice on

## **9 Redemption of STACKPERKS Points**

9.1. STACKPERKS Points can either be redeemed at the STACKPERKS Rewards Catalogue or at any of the STACKPERKS Network Partners, subject to the STACKPERKS Member providing the required credentials (i.e. STACKPERKS Member information)

9.2. STACKPERKS Rewards Catalogue is available at [www.STACKPERKS.com](http://www.STACKPERKS.com)(**STACKPERKS web-site**) and captures the products and services which are available as STACKPERKS Rewards against STACKPERKS Points accumulated by a STACKPERKS Member. Redemption on STACKPERKS Rewards Catalogue can be done by approaching the 'STACKPERKS Customer care' or through logging in at [www.STACKPERKS.com](http://www.STACKPERKS.com)

9.3. All products and services featured in the STACKPERKS Rewards Catalogue are subject to availability and Seller(s) warranties and conditions at the time of claiming the STACKPERKS Rewards. In case any product or service selected by a STACKPERKS Member is not available, STACKPERKS Members may proceed to choose / select from the other available products and services from the STACKPERKS Rewards.

9.4. On receipt of the STACKPERKS Rewards request by 'STACKPERKS Customer care' or [www.STACKPERKS.com](http://www.STACKPERKS.com) or visiting selected online and offline STACKPERKS Network

Partners, the specified number of STACKPERKS Points will automatically be deducted from the accumulated STACKPERKS Points from the STACKPERKS Members account.

9.5. All requests issued for STACKPERKS Rewards are subject to any statutory regulations, rules and restrictions, if any and the STACKPERKS Member agrees to abide by such statutory regulations, rules and restrictions.

9.6. STACKPERKS Rewards have no monetary refund value.

9.7. For the purpose of redemption, the STACKPERKS Member will directly enter into a sale and purchase relationship with the concerned STACKPERKS Network Partner(s)/ Seller(s) of the STACKPERKS Rewards. STACKPERKS only facilitates redemption of STACKPERKS points.

9.8. Redeemed Rewards are not exchangeable for other rewards or refundable (except as stated under clause 15 of these terms).

## **10 Termination of STACKPERKS membership**

10.1 A STACKPERKS Member may terminate his/her STACKPERKS membership by calling 'STACKPERKS Contact Center' and requesting for termination. The STACKPERKS Member shall provide the required credentials vis-a-vis customer information already provided by the STACKPERKS Member.

10.2 Misuse of STACKPERKS card or the membership benefits may result in termination of the membership or withdrawal of benefits at the sole discretion of STPK.

10.3 Disqualification of a STACKPERKS Member, arising out of his/her misconduct, fraud and misuse of STACKPERKS Rewards or acts in a manner inconsistent with any central/state/local laws, statutes or ordinances, may result in immediate termination of STACKPERKS membership and cancellation of all STACKPERKS Points and STACKPERKS Rewards. Any STACKPERKS Member so disqualified shall not be entitled to redeem his STACKPERKS Points after such disqualification.

10.4 Upon the death of a STACKPERKS Member, his/her STACKPERKS membership account will be closed and all outstanding STACKPERKS Points will expire.

## **11 Miscellaneous**

11.1 Settlement of disputes: terms and conditions, set herein, shall be governed by the laws of India only. All disputes arising under the terms and conditions shall be attempted to be resolved through negotiations. Only in case, such negotiations are unsuccessful, the Member shall resort to legal recourse, which shall be subject to the exclusive jurisdiction of the competent courts in New Delhi only. All claims and disputes arising under the terms and conditions should be notified to STPK within 45 working days from the event date after which no STACKPERKS Member shall have any claim against STPK.

11.2 STPK or its Parent Company shall have the right to transfer, assign and sell in any manner, in whole or in part, the Program to any third party of its choice without reference or intimation to the STACKPERKS Members.

11.3 STACKPERKS membership enrollment and eligibility, earning STACKPERKS Points,



claiming STACKPERKS Rewards, availability of STACKPERKS Rewards and redemption are subject to the terms and conditions herein and are subject to any applicable laws and regulations.

11.4 STPK reserves the right to terminate the Program, by giving 30 working days notice to all STACKPERKS Members.

11.5 Upon termination or withdrawal of the Program, all STACKPERKS Members will be given 30 working days time within which they may use the STACKPERKS Points in their STACKPERKS Membership Account to request for STACKPERKS Rewards, after which the STACKPERKS Points will be purged or cancelled.

11.6 STACKPERKS and STACKPERKS Partners shall not be liable to any STACKPERKS Member or his/her nominee or companion, for any indirect or consequential loss, damage or expense of any kind whatsoever, arising out of or in connection with STACKPERKS, including the functioning of the Customer care and/or www.STACKPERKS.com, and/or provision or the refusal to provide any benefits, whether such loss, damage or expense is caused by the negligence or otherwise, and whether STPK and/or any of its STACKPERKS Partners have any control over the circumstances giving rise to the claim or not.

11.7 Every STACKPERKS member acknowledges, represents and warrants that he is the sole and exclusive owner of his STACKPERKS card and the only authorized user of his STACKPERKS account's Username and Password. STACKPERKS member also accepts the sole responsibility to keep his STACKPERKS App and; account details confidential. He is responsible for all the orders placed and other activities in the account (like profile changes, address change).

11.8 STACKPERKS will not ask for STACKPERKS Member's password and other details through any e-mail or SMS. Please beware of spam mails and phishing and do not share your STACKPERKS Membership Account details with mail id which appear to be coming from unauthorized sources.

11.9 How do I DELINK my mobile number from my STACKPERKS account? SMS DELINK from your linked number to 7338820100. (Please remember to carry your STACKPERKS Number, everytime you go shopping once you delink your Mobile number)

## **12 Redemption terms and conditions**

### **Definitions**

**"Complaint"** means any compliant, claims, issues, queries etc. raised by any STACKPERKS Member in connection with a Reward or their experience in using Reward Catalogue (including for reasons including but not limited to delay in receiving the reward, receipt of damaged/defective reward, wrong delivery, reward quality related issues, etc.

**“STACKPERKS Member(s)”** means a STACKPERKS customer, who is enrolled as a member of STACKPERKS holding a valid STACKPERKS card/membership number. Membership to this Program is governed by these rules set by STACKPERKS for this program which are subject to change.

**“Order delivery TAT”** means time taken to deliver Rewards to the STACKPERKS Member from the date of receipt of an order from the STACKPERKS Member and timelines for the same as given in the product delivery section

**“Rewards”** shall mean such products and services made available to the STACKPERKS Members

**“Reward Catalogue”** shall mean the catalogue wherein the STACKPERKS Member shall have the option to redeem their STACKPERKS Points at STACKPERKS Web-site or at STACKPERKS Customer care.

**“Redemption”** means any activity, which results in exchange of STACKPERKS Points by a STACKPERKS Member for STACKPERKS Rewards at STACKPERKS Rewards Catalogue or at STACKPERKS Partner Networks

**“Reward(s)”** shall mean such products and services made available to the STACKPERKS Member/s,

**“Seller(s)”** shall mean any independent third party responsible to manage the Rewards catalogue and the sale of the Rewards to STACKPERKS Members. All redemption orders & services are managed by the Seller(s).

## 16. Refund Policy

16.1 In case of refunds, the STACKPERKS points consumed for that specific order would be reversed back to the STACKPERKS account.

16.5 Refund shall be conditional and shall be with recourse available to STACKPERKS in case of any misuse by STACKPERKS Member.

16.6 Refund shall be subject to STACKPERKS Member complying with Policies.

16.7 Refunds for any cancelled / returned orders would be processed within seven working days