

# Terms & Conditions - QR Save Scan Listoil

1. Program: This program is a QR codescanning based points accumulation program for public (each a "Participant") as determined by Listoil, under which Program the Participants get rewards on scanning of QR codes available on the goods purchased from/of Listoil and shall be called the QR Save Scan Program ("Program"). These terms and conditions also set out in detail the information that a user will be required to provide to use the App and how such information will be processed by Listoil. Please read through these terms and conditions in detail for better understanding.
  2. This offer entitles the end user cashback on their Bank Account Or UPI. The customer will be responsible for their choice of the cash-back transfer method. The denomination of the cashback will be mentioned on the voucher/scratch card.
  3. Any consumer purchasing promotional product shall be eligible to receive a Voucher inside the pack. The customer shall receive a cashback of an amount equivalent to the value as mentioned in the Voucher ("Cashback/Voucher Amount").
  4. By redeeming the Offer provided on the same, a participant agrees to be bound by the terms and conditions below ("Conditions").
  5. Application: Each Participant is required to install and use the QR Save Scan App. Listoil's QR Save Scan App ("App") will be used for the Program and the terms of use of the App are given below these T&Cs. Each Participant shall be deemed to have accepted the terms of use for the App and to the extent required, the same terms will be deemed to have been incorporated into these T&Cs as well.
  6. Entire Agreement: This Program will be governed by the terms and conditions ("T&Cs") contained herein below. These T&Cs contain the entire agreement between a Participant and Listoil. Listoil reserves a right to amend these T&Cs, at any time, in its sole discretion without any notice and/or reason. The decision of Listoil shall be final and binding in all matters relating to the Program. Each Participant is required to frequently visit the App and read these T&Cs to understand any updates.
  7. 4. Organizer: The organizer of the Program is VISTONY INDIA PRIVATE LIMITED ("Listoil"). Listoil may from time to time appoint independent third-party service providers for operating the Program and/or receiving any services related to it. Listoil may also engage any of its affiliates in its sole discretion for the purpose of operating the Program.
- Participation: The Program is extended by invitation only to those Participants who have, during the validity period ("Program Cycle"), purchased Listoil products from authorized Listoil dealers ("Retailer") and registered themselves on QR Save Scan App and scanned QR's using this App for availing the Program benefits. Listoil reserves the right to choose the Participants for this Program at its discretion.
5. Validity of the Program opted for by the Participant will be articulated on the Listoil's QR Save Scan app.
  6. Registration:
    - a. Each Participant will be required to register itself as a user and a participant in the Program on the App. Each participant shall be deemed to have read through these T&Cs, the terms of use of the App and all other policies uploaded on the App from time to time.
    - b. Each Participant shall also register on the App their own bank account details for receiving credits in their bank accounts. It is agreed and understood that each Participant should only mention their own bank account details for the purpose of receiving the Program benefits. Listoil shall engage a third party to transfer such benefits to the Participants. Listoil shall not verify the bank details and the Participant shall solely be responsible for providing correct and accurate bank account detail and such details shall be deemed as Participants own details without the need of any — verification whatsoever. Each Participant shall keep its details updated. In case a Participant is unable to do the same, please write to Listoil at [qrcash@listoil.com](mailto:qrcash@listoil.com).
    - c. The Participant shall also provide their mobile number at the time of registration With Listoil.
  - d. Participant shall also be required to provide its accurate PAN number while registering on the App. Listoil may appoint a third party for verifying the PAN details of the Participant. In case of any error in the details, the QR Save Scan App shall provide a prompt or message or show notification that the details are not validated, in which case the Participant shall promptly have the correct details added for verification. In the interim, Listoil may in its sole discretion decide to provide the Participant program benefits subject to deduction of taxes at the applicable rates, which rates may be higher in the absence of the PAN details. It shall be the sole responsibility of the Participant to have the valid PAN details added and verified before scanning the QR code. Listoil shall not reimburse the Participant for any additional tax deductions. The Participant acknowledges that relevant state and central taxes may be deducted by the merchant while redeeming the discount offer and therefore, the amount reflected in the voucher may not be the same as the final redemption value received by the Participant.
  - e. Listoil may from time to time require the Participants to re-verify their bank account details, PAN number and upload other relevant details as may be required under the applicable laws for processing the Program benefits and each Participant agrees to have the same updated from time to time.
  - f. Participants acknowledge that if any incorrect or inconsistent information is provided by a Participant, Listoil shall have a right to reject transfer of any benefits under the Program or transfer benefits after deduction of taxes at the applicable rates, which rates may be higher in case the information provided is incorrect/false/faulty. Listoil also retains a right to disqualify any Participant at any time in case of false or incorrect information being provided.
  - g. Participant should link their valid bank accounts with the mobile number registered on QR Save Scan app to receive periodic updates on the transfer of the benefits.

h. Each Participants participation in the Program and receipt of benefits from the Program shall be valid only on the mobile number given at the time of registration of the App and as per Participants profile details and in Listoil records. Downloading QR Save Scan App on any mobile number other than the registered number Will disqualify the Participant from the Program.

#### 7. Program Benefits (Point Accumulation & Redemption)

- a. A Participant would be able to earn points (and other bonuses as announced from time to time) basis the Listoil product purchased and the QR scanned using QR Save Scan app. Listoil reserves the right to determine the point earning applicability and mechanism on each product and accumulation of points under this Program.
  - b. The validity of points earned would be 12 months from the date of scanning. Listoil may in its sole discretion decide to extend the validity of such points
  - c. There would be limits set on the accumulation of points under this Program. Listoil reserves the right to alter, change or modify the limits on the points that can be accumulated under this Program and the time limit for accumulation of the points under the Program. Points earned will be displayed on QR Save Scan app.
  - d. All Participants are required to accumulate minimum threshold points set by Listoil before being eligible for redemption. If a Participant does not earn the minimum threshold points by the end of the Program period, the Participant will be forfeiting the points accumulated.
  - e. Redemption of points can be done through multiple redemption options available on the QR Save Scan app. Listoil reserves the right to introduce or withdraw any of the redemption options without prior intimation to users.
  - f. Points to value conversion for redemption will be mentioned on the Program construct. Listoil reserves the right to alter, change or modify the points to value conversion under this Program.
  - g. Redemption of accumulated points will be by means of direct credit to the bank account registered on QR Save Scan app
  - h. Redemption requests once made cannot be cancelled.
  - i. All benefits under the Program are subject to taxes. Listoil may be required under the applicable law to deduct taxes at source, which deduction shall be made basis the information uploaded by the Participant's on the App. All such deductions shall be made at the applicable rates. Irrespective of the deductions made, each Participant shall himself/herself be liable for disclosing the program benefits received by them (if required under the applicable law), computing their own income taxes and having the same deposited with the relevant governmental authorities.
9. Tax: All Program benefits are subject to the applicable income tax and other applicable taxes in force. Participants shall be responsible for payment of all applicable taxes, including but not limited to Goods and Service Tax (GST), and other taxes, duties, fines, penalties, etc., without any recourse and/or reimbursement from Listoil.
10. Intellectual Property Rights 4: Confidentiality: All intellectual property rights ("IPR") related to Listoil, its products, and the Offer (including documents), will vest solely with Listoil and/or its affiliates, globally. Nothing herein provides the Participants a right and/or license to use the IPR for any purpose whatsoever. Program and T&C's are confidential and shall not be shared with any third party. Confidentiality obligations shall survive the termination of the Program.
11. Limited Liability: In no event shall Listoil and/or its affiliates, and their respective officers, directors, agents, and employees, be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to this Program. In no event shall the maximum liability exceed the value of the voucher as the case may be.
12. Indemnity: Each Participant shall keep Listoil indemnified against all liabilities arising out of its failure to pay any tax and/or due to all other actions, proceedings, claims, damages, charges, costs, and expenses whatsoever in relation to this Program.
13. Privacy: Each Participant agrees that it has read through these terms in detail and after understanding consents to collection, sharing (including with third parties for implementing the offer or communicating other offers/activities in future), storing, processing & use of their information i.e., name, address, phone number, email id, bank account, email ids and other information provided on the App etc., for the purposes detailed herein, as per Listoil's privacy policy available at LINK. Listoil may share the information within the BP group companies, and/or with other third-party service providers including data processors from or outside India. In case you wish to withdraw your consent for such processing, please write to us. Please also note that on withdrawal, Listoil will be unable to process any redemption requests. It is also understood that denial or removal of the information may also lead to certain functionalities of the App not being available. It is also understood that a removal request would not mean deletion of the information. Listoil may still be required to retain the users information for a certain period of time in order to comply with the applicable legal requirements. You are also required to keep correct information updated on the App.
14. The Participant shall keep the details of this Program and also his/her log in details confidential.
15. Listoil will not be responsible for any claims, losses or liabilities if a Participant shares their details with any third party.
16. Listoil reserves the right to alter, change or modify the T&Cs of the Program at any time it is in force at its discretion and without any prior notice and without assigning any reason.
17. In the event of any inconsistency between these T&Cs and any advertising, publicity and other materials relating to or in connection with the Program, these T&Cs shall prevail.
18. Listoil reserves the rights to postpone/ cancel the Program for any reason whatsoever, including due to the provisions of any applicable statutes, laws, or rules or regulations as may be in force from time to time.

19. Any Participant found obtaining points by improper means in the opinion of Listoil would be disqualified from the Program and the discretion of reinstating his membership and points will lie with Listoil.
20. The Participant shall not bring any action, claim, damages or other proceedings against Listoil, its directors, agents, employees, licensees or assignees, the event sponsors, or any of its affiliates, or persons associated with Listoil in relation to the Program.
21. Participants represent and warrant that they are a resident of India, above the age of 18 and are competent to contract. Notwithstanding anything contained herein, Listoil hereby reserves the right to deny access to the system or any part thereof to any person, without assigning any reason therefore.
22. Listoil shall be excused from performance under these T&C, to the extent it is prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) pandemics, quarantines or embargoes; (d) labor strikes; (e) error or disruption to computer hardware or networks or software failures; or (g) any other causes (whether similar or dissimilar) beyond the reasonable control of Listoil.
23. The Participant shall not assign these T&C, or any rights, benefits or obligations here under without the express written permission of Listoil. Any attempted assignment that does not comply with these T&C shall be null and void. Listoil may assign these T&C, in whole or in part, to any third-party in its sole discretion.
24. The Participant acknowledges and agrees to comply with all applicable laws, regulations, and guidelines with respect to the transactions contemplated under these T&C.
25. This Program and these Terms and Conditions shall be read and interpreted as per the laws of India. Any dispute with regard to the Program will be subject to the exclusive jurisdiction of competent courts in Mumbai only.
26. The Payment processing partner reserve the right to restrict cashback for any account with suspicious behaviour or invalid details/credentials.
27. This offer is subject to promotional availability and government regulations

#### QR Save Scan App Terms of Use

1. Use of the QR Save Scan app will be governed by the Terms and Conditions contained herein below ("T&C"). Each user agrees that he/she has read and understood the T&Cs and each user agrees to be bound by the T&Cs.
2. The QR Save Scan app has been designed for scanning QR coupons located inside the cap of the pack. In addition, the app could also be used to run other marketing promos.
3. VISTONY INDIA PRIVATE LIMITED ("Listoil") does not guarantee that the QR Save Scan app is perfect or free from faults or the information contained is completely accurate. Participants are encouraged to visit to our website for updated customer care information. Although we make reasonable efforts to update the information provided by QR Save Scan app, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete, or up to date. QR Save Scan app and the services have not been developed to meet your individual requirements. Please check that the facilities and functions of QR Save Scan meet your requirements.
4. Access to QR Save Scan app  
By accessing and using this app, the user represents, warrants, and agrees that:
  - a. The user is a resident of India, are above the age of 18 and are competent to contract.
  - b. The user is able to create a binding legal obligation.
  - c. The user is not barred from receiving products or services under applicable law.
  - d. The use of the QR Save Scan app will at all times comply with these Terms and Conditions.
  - e. The user shall provide any and all information as is required and all such information is accurate, true, current and complete.
  - f. Certain details like location address and pin code will be captured by Listoil through the QR Save Scan application using a global positioning system (GPS) tracker and such locational details are a pre-requisite for the user to commence using the QR Save Scan application. The user consents and permits Listoil to capture such locational details as and when the user logs onto the QR Save Scan Application. The user understands and agrees that if such details are not procured or the user does not permit the GPS tracker to access their locational details, the user will not be able to access and use the QR Save Scan application. Any user may decide to remove such consents. It is also understood that in case a consent is removed, certain functionalities of the App may not be available.
  - g. The user will update the correct information and ensure that it is accurate at all times.
  - h. This shall constitute permission and consent for Listoil and its affiliates to store in its database and also use the user's name, telephone numbers, e-mail ids, personal sensitive information like bank account details and IFSC codes, permanent account number, Add a card number, and other details and information ("Personal Information") – without any – additional compensation whatsoever.
  - i. This shall also constitute permission for Listoil to share the Personal Information with its affiliates and also with Standard Chartered Bank and / or any new banking partner / third party payment bank that it may tie up with from time to time to facilitate transfer of funds to the User bank account.

j. The User shall bear all the risks of the banking channels and the risk of Listoil sharing Personal Information to the Banks and other third-party payment providers, subject to reasonable standard measures adopted by the banks and such third-party service providers to ensure security of such channels.

k. Downloading the QR Save Scan app shall be deemed to be consent by the user to receive promotional messages about the app and Listoil or any third party so authorized by Listoil.

l. Users shall not reverse engineer, tamper or misuse the App while download, installation or functioning of the App in any manner.

#### 5. Usage of the QR Save Scan app

The purpose of the app is to scan QR coupons Which are available inside certain packs. The app will function as follows:

a. Users register themselves on the app by providing their mobile numbers. An OTP is sent to the mobile number and the user sets a password post which the user is registered for using the app.

b. The user then scans the QR code located inside the cap of the pack. In case of coupons not getting scanned, the user can manually enter the 12-digit code mentioned on the coupon.

c. Scan result will indicate the validity of a QR code. Valid QR codes are those codes which are scanned for the first time before the date of expiry.

d. Only valid QR codes are eligible for redemption.

e. User will be able to view a summary of all coupons scanned.

f. If the User has entered his / her bank account information and provided the other Personal — Information, funds will be automatically transferred to the bank account so provided by the User, after validation of code. Listoil and / or its affiliates shall not be responsible for verifying or validating the authenticity of the information so provided by the User and shall not be responsible for any crediting / transferring the funds to an account, where wrong details have been provided by the User.

6. Users may be barred from using the QR Save Scan app in case of misuse. Listoil shall have sole discretion in barring such users.

7. In order to provide our products and services we may, however, need to share your personal information with other companies within the Listoil, and/or third-party service providers that process data on our behalf. Since Listoil operates globally, Listoil may receive the information in other jurisdictions or want to transfer your personal information to other countries, including countries outside India. We reserve the right to disclose your personal information as required by law, or when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, request from a regulator or any other legal process served on Listoil. In the event that Listoil is subject to a takeover, divestment or acquisition we may disclose your personal information to the new owner of the business.

#### 8. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in QR Save Scan, throughout the world belong to us and the rights in QR Save Scan app. You shall not claim or impair in any manner the intellectual property rights in, or to, QR Save Scan app other than the right to use QR Save Scan app in accordance with these terms.

#### 9. You must:

a. Not use QR Save Scan app in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into QR Save Scan app or any operating system.

b. Not infringe our intellectual property rights or those of any third party in relation to your use of QR Save Scan app.

c. Not use QR Save Scan app or any service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

d. Not collect or harvest any information or data from or our systems or attempt to decipher any transmissions to or from the servers running QR Save Scan app.

#### 10. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party (including but not limited to those individuals in your own company). Listoil has the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us. You can refer to our website for details of our customer care.

11. The users shall not bring any action, claim, damages, or other proceedings against Listoil, its directors, agents, employees, licensees or assigns, affiliates or persons associated with Listoil in the event suffering any injury or losses or any damage being caused on account of usage of the QR Save Scan app.

#### 12. You agree that you will:

a. not rent, lease, sub-license, loan, provide, or otherwise make available, QR Save Scan app in any form, in whole or in part to any person without prior written consent from us.

b. not copy QR Save Scan app.

c. not translate, merge, adapt, vary, alter or modify, the whole or any part of QR Save Scan app, nor permit QR Save Scan app or any part of it to be combined with, or become incorporated in, any other Programs

d. not —disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of QR Save Scan nor attempt to do any such things

e. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by QR Save Scan app or any service.

13. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

a. We do not guarantee that the QR Save Scan app will be secure or free from bugs or viruses.

b. You are responsible for configuring your information technology, computer Programmes and platform to access QR Save Scan app. You should use your own virus protection software.

c. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

14. Listoil reserves, at any time, the right to refuse reimbursement to a user who Listoil decides (in its sole discretion)

a. Has violated the Terms and Conditions including but not limited to gaining an unfair advantage in scanning using fraudulent means.

b. Has scanned duplicate coupons.

c. Has scanned expired coupons. Listoil also reserves the right, at any time, to verify the validity of submissions made by the users.

15. UPDATE TO QR SAVE SCAN APP AND CHANGES TO THE SERVICE

From time to time, we may automatically update QR Save Scan app and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update QR Save Scan for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using QR Save Scan and the Services. Listoil shall not be liable for any cost incurred by the user for downloading the app or regular usage of the app.

16. WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

a. By using QR Save Scan App or any of the Services, you permit Listoil and its affiliates to collect and use technical information about the devices you operate QR Save Scan app on and the related software, hardware, and peripherals to improve our products and to provide any services to you.

b. All user personal details must be valid and up to date and will be held by Listoil and may be used for the purpose of the app and for future promotion and marketing purposes in accordance with Listoil Privacy Policy ([LINK](#)) unless otherwise directed by users at the time of using the app.

17. The user shall not assign these T&Cs, or any rights, benefits, or obligations hereunder without the express written permission of Listoil. Any attempted assignment that does not comply with these T&Cs shall be null and void. Listoil may assign these T&Cs, in whole or in part, to any third-party in its sole discretion.

18. The T&Cs and other terms incorporated by reference, constitutes the entire agreement and understanding between the user and Listoil with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the user and Listoil with respect to such subject matter.

19. Listoil always reserves its right to modify any part of these T&Cs at its sole discretion. The user agrees to revisit the T&Cs regularly to ensure that they stay informed of any changes. The user's continued use of the services after any update to the T&Cs will constitute acceptance of the modified T&Cs.

20. In the event of any inconsistency between these T&Cs and any other materials, documents or writings relating to or in connection with the app, these T&Cs shall prevail.

21. The failure of QR Save Scan at any time to require observance or performance by the user of any of the provisions of these T&C shall in no way affect Listoil's right to require such observance of performance at any time thereafter, nor shall the waiver by Listoil of a breach of any provision here of by the user be taken or held to be a waiver of any succeeding breach of such provision. A waiver of any of the provisions herein by Listoil shall not be deemed to be a continuing waiver but shall apply solely to the instances to which the waiver is directed.

22. Listoil shall be excused from performance Under these T&Cs, to the extent it is prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes; (d) labour strikes; (e) error or disruption to computer hardware or networks or software failures; or (g) any other causes (whether similar or dissimilar) beyond the reasonable control of Listoil.

23. In no event shall Listoil, its promoters, licensees, affiliates, subsidiaries, group companies (as applicable) and their respective — officers, directors, agents, and employees, be liable for any direct, indirect, — incidental, — special, consequential or punitive damages arising out of or related to: (a) The user's use of or reliance Upon the application, and any other content or information contained in the application; (b) The user's inability to use the application; (d) the quality, quantity merchantability or performance or any product or service. We exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it.

24. Each and every obligation under these T&Cs shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of these T&Cs are unenforceable, Listoil may amend such clauses as may be necessary to make the provision or provisions valid and effective. Notwithstanding the foregoing any provision which cannot be amended as may be necessary to make it valid and effective, may be deleted by Listoil from these T&Cs and any such deletion shall not affect the enforceability of the remainder of these Terms.

25. Listoil may terminate your access to the App if:

Listoil are required to do so by law (for example, where the access to and/or provision of the App to you becomes, unlawful); or

- The provision of App to you, is no longer commercially viable or feasible for us; or
- Listoil otherwise reasonably believe you have misused the App or any of its services or for any other reason in our sole discretion; or
- User breach this Agreement.

26. Listoil may terminate this Agreement at any time, with or without notice and may disable user access to the App and/or bar you from any future use of the App.

27. Upon termination of this Agreement, all of the legal rights, obligations and liabilities that user and Listoil have benefited from, been subject to (or which have accrued over time whilst the Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and shall continue to apply to such rights, obligations and liabilities indefinitely.

28. Any dispute with regard to the QR Save Scan app will be subject to the jurisdiction of competent Courts in Delhi only.

29. In the event of any dispute or difference between the user and Listoil arising out or in any way relating these T&C, the same shall be referred to arbitration to be conducted by a sole arbitrator appointed by Listoil. The arbitration proceedings shall be conducted in Delhi, in accordance with the provisions of Arbitration & Conciliation Act 1996.

27. WE WILL NOT ALLOW TO ACCESS THIS APP FROM ANY ROOTED DEVICE.

User is expected is to download and use the application on their smartphone's devices with a standard Android operating system only and any deviation from the above or use of specialized devices for accessing the application is not permissible. The User is solely responsible for any actions or losses incurred on account of any non-permissible use of the application as stated herein and Listoil will not be held responsible or accountable for any such deviation.

individuals for their vaccination.