

Proximit Media India Pvt Ltd,

Terms Of Sale

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By purchasing any Merchant Offering, Product or participating in other available programs via the Website or RIKY applications, you agree to the Terms of Use, including, without limitation, the Terms of Sale specified below. These Terms of Sale form part of the overall Terms of Use of the Site and are to be read in consonance with them.

These rules apply unless otherwise stated in the fine print pertaining to the Offer:

- Voucher will expire on the date specified on the voucher
- Cannot be combined with other offers
- Providing voucher code is mandatory to avail offer
- Booking, reservations and amendments are subject to availability
- Must be redeemed in a single visit (unless specified otherwise)
- Vouchers can be redeemed only after due verification of the customer (including photo ID proof, if required)

All local/national laws and rules, consumption of intoxicants etc - that apply to regular customers, apply to ProximiT's voucher holders too

The merchant is solely responsible for the taxes levied/to be levied on the services/products for providing the Sales Invoice to the Customer against the services rendered or product sold.

F&B Offers with Drinks:

Drinks will be served on all valid offer days, except dry days. Please check local dry day listings before availing the offer.

Drinks brands are subject to availability. If a particular brand is unavailable at a given point in time another brand of equal or better grade will be served as per the Restaurant policy.

Drinks can only be redeemed only after due verification of the customer (including age proof – 25 years or above, photo ID proof etc., if required)

Health/Medical/Surgical Services Offers:

Given the nature of these Offers, ProximiT does not take responsibility for any medical complications that arise during or post the treatment. We strongly advise our users to take all necessary precautions / consultations before availing this Offer.

Purchase and Redemption of Vouchers

Descriptions of the Merchant Offerings and Products advertised on the Site are provided by the Merchant or other referenced third parties. ProximiT is not responsible for any claims associated with the description of the Merchant Offerings or Products. Pricing relating to certain Merchant Offerings, Products, and other available programs on the Site may change at any time in ProximiT's sole discretion without notice. So, it is advisable to go through the policies before making any purchase on our Site.

A Merchant may advertise goods, services or experiences on the Site, or with respect to Products, supply products to ProximiT, that require Merchant to have an up-to-date regulatory authorization, license, or certification. ProximiT does not verify, validate, or collect evidence of any regulatory authorization, license or certification from any Merchant (including, without limitation, but not limited to, Health & Fitness and Beauty & Spa Merchants).

ProximiT is not a health or wellness provider and does not, will not and cannot refer, recommend or endorse any specific professional, services, products or procedures that are advertised on the Site or Riky applications. The website or RIKY applications is not a substitute for professional advice, including, without limitation, medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a health condition. Never neglect to seek out or delay or disregard professional advice relating to your health because of something you have read on the Site.

ProximiT may, in its sole discretion, verify a user's identity prior to displaying a ad or processing a purchase. ProximiT may also refuse to process a purchase, may cancel a purchase, or may limit quantities, as reasonably deemed necessary, to comply with applicable law or to respond to a case of misrepresentation, fraud or known or potential violations of the law or these Terms of Sale. Refunds for cancelled orders may be issued where appropriate.

If an offer becomes unavailable between ordering and processing, ProximiT will either cancel or not process the order and will notify you by email. Refund will be processed by the same mode of payment as was used while ordering by the Customer.

ProximiT does not guarantee that it offers best available rates or prices and does not guarantee against pricing errors. ProximiT reserves the right, in its sole discretion, to not process or to cancel any orders placed, including, without limitation, if the price was incorrectly posted on the Site. If this occurs,

ProximiT will attempt to notify you by email. In addition, ProximiT reserves the right, in its sole discretion, to correct any error in the stated retail price of the Merchant Offering or Product.

Some services for which ProximiT Voucher(s) can be redeemed are activities that involve potential bodily harm (such as different forms of adventure sports and activities.), and for those activities ProximiT takes no responsibility for the service or activity being offered, and the User takes responsibility for his or her own actions in utilizing the services for which the ProximiT Voucher can be redeemed.

The ProximiT website or RIKY applications are a platform which facilitates promotion of various Offers offered by merchants, on their respective services and products by way of offering vouchers.

Vouchers

Voucher means an instrument, in either physical or electronic form, which entitles the holder of such Voucher (the “Voucher Holder”) to receive the Merchant Offering from the Merchants of ProximiT, to be used on or before the use by date stated on the Voucher (the “Voucher Expiry Date”).

The Merchant Offering shall mean the goods and/or services to be provided by the Merchant to the Voucher Holder, as specified on ProximiT’s website and the Voucher.

The Merchant is a third party unrelated to ProximiT that sells, supplies and/or provides the Merchant Offering on ProximiT website or RIKY applications. ProximiT itself does not indulge in any selling activity of Merchant Offerings. ProximiT displays the Merchant Offering on ProximiT website or RIKY applications and acts as a collection agent for the merchant for Merchant Offerings on the ProximiT website or RIKY applications. Once a user makes a purchase of the Merchant Offering on ProximiT website or RIKY applications, ProximiT provides you with a Voucher which will enable you to avail the Merchant Offering.

In order to purchase ProximiT Vouchers, the User would be required to create an account on the ProximiT website or RIKY applications. This is required so that we can provide you with easy access to print or save your orders or view your past purchases.

By making a purchase of Merchant Offering on the website, you get a ProximiT Voucher which enables you to avail the Merchant Offering which you have selected based on ProximiT’s standard Terms of Use and conditions, institution-specific restrictions and on these Terms of Sale.

When you go through the procedure for purchasing a Voucher, you are required to accept these Terms of Sale before making payment. Once ProximiT has received the amount due from the customer for Merchant offering (by debit card or credit card or Net Banking or other acceptable modes of payment) the transaction is considered complete, and a contract for purchase is made, at this stage, ProximiT will send an email to you confirming the transaction (which is our acceptance of the transaction). We keep a copy of the contract with us. You are welcome to save or print out these Terms of Use and Terms of Sale from our Website as a record.

In case of a voucher for Services, once we issue you the Voucher, you may request for a cancellation of the voucher at any time within 7 working days from the day after the day you received the Voucher (a working day is any day that is not a Saturday, Sunday or a Bank Holiday in the Republic of India).

If you want to cancel your voucher, you must do so by sending an email at support@proximit.in to inform ProximiT of your intention to cancel the Voucher.

All ProximiT Vouchers shall be subject to the standard terms and conditions and specific terms and conditions (as mentioned on the Offer). ProximiT Vouchers are issued on behalf of the Merchants and only such Merchants, to the exclusion of ProximiT, shall be responsible for any and all injuries, illnesses, damages, charges, expenses, claims, liabilities and costs suffered by or in respect of a customer, caused in whole or in part by the Merchants or which arises out of the goods and/or services provided by the Merchants, as well as for any unclaimed property liability arising from unredeemed ProximiT Vouchers.

As a condition of purchase, we reserve the right to send you administrative and promotional emails. We may also send you information regarding your purchases, as well as updates about the Website or RIKY Applications and Service and Vouchers as well as other promotional offers. You can opt out of our promotional emails anytime by clicking the unsubscribe link at the bottom of any of our email correspondences

Any purchase of a Voucher is for your non-commercial, personal use only (although you may give the Voucher to someone else for their non-commercial, personal use).

You promise not to provide false data including false names, addresses and/or contact or payment details; or engage in any unlawful activity in connection with the purchase or use of a Voucher, or allow/encourage anyone else to do so.

Any attempt to redeem a Voucher contrary to these Terms of Sale may render a Voucher void at ProximiT's discretion.

The reproduction of a Voucher is prohibited.

The commercial trade of a Voucher is prohibited.

Standard Terms and Conditions (for Restaurant Services ProximiT Vouchers)

For the purpose of this section, 'Restaurant' shall be defined as an Institution that offers food and beverages for sale in its regular business operations, and is making such food and beverages available to purchasers of ProximiT Vouchers. In this respect, the following shall constitute as 'Standard Terms and Conditions' for redeeming ProximiT Vouchers:

ProximiT shall not be responsible for the quality of services provided by the Restaurant, and the same shall be the sole responsibility of the Restaurant.

ProximiT Vouchers are redeemable in their entirety only and may not be redeemed partially or incrementally.

ProximiT Vouchers can be redeemed only after due verification of the customer including, without limitation, matching the unique identification number provided to the customer at the time of purchase of ProximiT Vouchers.

“Voucher expiry date” shall be mentioned on ProximiT Vouchers for your reference.

Use of ProximiT Vouchers for drinks shall be at the sole discretion of the Restaurant and is further subject to all applicable laws.

It is at the discretion of the Restaurant to determine whether ProximiT Vouchers can be combined with any other Restaurant vouchers, third party vouchers, coupons, or promotions and the like.

ProximiT Vouchers cannot be used for taxes, tips or prior balances, unless permitted by the Restaurant.

ProximiT Vouchers are valid for dine-in only unless otherwise stated.

The issuing of restaurant credit is at the sole discretion of the Restaurant.

Neither ProximiT nor the Restaurant is responsible for lost or stolen Vouchers or the reference numbers mentioned on it.

Reproduction, sale or trade of ProximiT Vouchers is strictly prohibited.

Any attempted redemption not consistent with these Terms of Use, Standard Terms & Conditions and Specific Terms & Conditions mentioned on the Voucher will render the ProximiT Voucher void and invalid.

The ProximiT Voucher (including, but not limited to, any discounts provided therein) will expire on the date specified on it, and you will not be able to avail the service from the merchant after this date

Restaurants for which the Offers are availed by you will have their own applicable terms and conditions, in relation to their own supply of their goods and services, and you agree to (and shall) abide by those terms and conditions. The responsibility to do so is yours alone.

Standard Terms and Conditions (for Non- Restaurant Services ProximiT Vouchers).

The following shall constitute as ‘Standard Terms and Conditions’ for redeeming ProximiT Vouchers for purchasing Merchant’s goods and/or services from Institutions other than Restaurants:

ProximiT shall not be responsible for the quality of products and/or services provided by the Institution, and the same shall be the sole responsibility of the Institution.

ProximiT Vouchers are redeemable in their entirety only and may not be redeemed incrementally.

ProximiT Vouchers can be redeemed only after due verification of the customer including, without limitation, matching the unique identification number provided to the customer at the time of purchase of ProximiT Vouchers.

Limit one Voucher per redemption. Only one Voucher can be used per visit unless otherwise provided in the Specific Terms & Conditions of the Voucher or as specified by the Institution.

The issuing of credit is at the sole discretion of the Institution.

Neither ProximiT nor the Institution is responsible for lost or stolen Vouchers or the reference number mentioned on it. ProximiT Vouchers cannot be combined with any other gift vouchers, third party vouchers, coupons, or promotions, unless otherwise specified by the Institution.

Reproduction, sale or trade of ProximiT Vouchers is strictly prohibited.

Any attempted redemption not consistent with these terms and conditions will render the ProximiT Voucher void and invalid.

Institutions will have their own applicable terms and conditions, in relation to their own supply of their goods and services, and you agree to (and shall) abide by those terms and conditions. The responsibility to do so is yours alone.

FREQUENTLY ASKED QUESTIONS

Below are the most frequently asked questions we receive about Offers featured on ProximiT. Unless stated otherwise in The Fine Print section of the Offer, these answers apply to all Offers on ProximiT.

1. How long do I have to wait to use my Vouchers once I've purchased it?

You can use most Vouchers immediately upon purchase.

2. Do I need to book in advance when using my Vouchers?

Advance booking is essential when redeeming your Vouchers unless otherwise stated. Any further redemption instructions will be included in the Fine Print section.

3. What is the Cancellation Policy for Service Vouchers?

Within the limits of reason, we'll do what it takes to make you happy but unless there is something wrong with the purchase. For vouchers related to Services, we do operate a 7-day cancellation period (a working day is any day that is not a Saturday, Sunday or a Bank Holiday in the Republic of India), so if you are unhappy with your purchase, have changed your mind or have purchased too many vouchers/more vouchers than needed please e-mail support@proximit.in within 7 working days from the date of purchase from the email account registered with us relaying your feedback on the Offer and the codes you wish us to cancel.

Please note that vouchers cannot be cancelled after its expiry date or redemption.

4. What is the Refund policy?

Unless, the Offers are non –refundable in nature and specifically mentioned to be so on the Offer itself, If any of the purchases didn't match up to your expectations, expired before you redeemed it, or you've changed your mind after purchasing it, no worries. Just let us know and we will give you a no-questions-asked reversal. Your feedback though would be highly appreciated, as we are ever eager to learn, happy to respond and believe in constant improvement.

CONTACT US

In accordance with Information Technology Act 2000 and rules made there under, if you have any questions regarding our Privacy Policy or our Terms of Sale or Terms of Use of site, you may contact our Grievance Officer at the details mentioned below:

Name: Yash Mutha

Address:

Proximit Media India Private Limited

P-001 Rohan Mithila, Viman Nagar,

Pune - 411014

E-mail: support@proximit.in

Time: Mon to Fri (10:00 to 18:00)