

Terms and Conditions for 5% cashback :

(This offer and the terms and conditions are applicable only to the customers who have received specific communication to this effect.)

a. Definitions

For the purposes of these terms and conditions ("Terms and Conditions"):

- "Card" shall mean credit card, which has been issued by ICICI Bank and is valid and subsisting during the Program Period.
- "Card Holder/s" shall mean such customer/s to whom a Card has been issued and who is authorized to hold the Card.
- "Cash Back" shall mean the amount credited back to the Card Account, calculated as at five percentage(5%) of the transaction amount arrived at on the basis of the approval/authorization code appearing on the chargeslip generated upon making a Retail Purchase and subject to a maximum of Rs 750/-.
- "Program" shall mean the "ICICI Bank Credit Card 5% Cash Back(on Movies and Dining) Offer".
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.
- "Program Period" shall mean the period of 2 months (as mentioned in the communication sent to the cardholder), during which the Program shall be made available to the Cardholder/s.
- "Void Transaction" shall mean any transaction wherein the transaction has taken place but has been cancelled by the Merchant Establishment prior to settlement with ICICI Bank.
- "Retail Purchase" shall mean such purchase, which has been made by the Card Holder/s by swiping the Card on any bank's electronic data capture terminal.

b. Program / Offer

- The Program is valid for the Card Holder/s only and shall be valid and subsisting during the Program Period, unless otherwise notified by ICICI Bank.
- In order to avail the Cash Back, the Card Holder is required to make Retail Purchase/s on movies tickets and on dining at Mastercard and Visa recognised merchant locations other than Hotels, which in this case would be defined as locations, in which Boarding is also offered along with Dining facilities.
- Further the Card Holder shall be entitled to the Cash Back on making Retail Purchase/s for dining and movies with Visa and MasterCard recognised merchants when the sum total of the specified Retail Purchase/s during the Program Period shall amount to a minimum monetary value of Rs. 5000/- (Rupees Five thousand only) or more. The sum total of the monetary amount spent during the Program Period and on the specified Retail Purchase/s shall be calculated at the end of the Program Period.
- The amount of Cash Back shall be reflected in the Statement twenty five (25) days after the end of the program period.
- The Program is applicable for the Primary Card Holder/s only.
- The Cash Back is available to the Card Holder during the Program Period only for specified Retail Purchase/s for dining and purchasing movie tickets with specified merchants.

- The Cash Back is not valid on any transactions other than those mentioned above, including ,personal loans availed by the Card Holder/s on the Card, cash withdrawals at ATMs and banks, dial a draft service (demand draft facility charged to a Credit Card), Internet transactions, balance transfer (applicable to Card), all standing instruction payments, mail order / telephone order transactions and Void Transactions, shall not be eligible for the Program. Bill Pay through ICICI Bank's Internet Banking channel shall not be eligible for this Program. The Program shall not be eligible for transactions carried out in foreign currency and for any retail purchases done overseas. Corporate Cards by whatever named called (including without limitation Cards with corporate liability), Purchase Cards, Fleet Cards and Instruction Cards) issued by ICICI Bank shall not be eligible for participation under the Program.
- Card Holder/s whose account has been classified as delinquent before or during the currency of the Program, or when the Cash Back is to be credited, will not be eligible for the benefits of the Program.
- In case of a cancelled transaction, the applicable Cash Back amount on that transaction would be debited.
- In case the Card Holder's account becomes delinquent at any point within 3months after the end of the Program Period, ICICI Bank reserves the right to reverse the benefits of the Cash Back from the Card Account of the Card Holder/s.
- Acceptance of Cash Back by the Card Holder/s constitutes permission for ICICI Bank and its Affiliates to use the Card Holder/s name, photograph, other details which are furnished to ICICI Bank, voice and comments for advertising and promotional purposes in any medium without being liable to pay any additional charges to the Card Holder/s.
- The Card Holder/s shall not be eligible for reward points for transactions that are eligible for the Cash Back. The Program shall supersede the Reward Points program.

c. Other Terms and Conditions

- The participation in the Program is entirely voluntary and it is understood, that the participation by the Card Holder/s shall be deemed to have been made on a voluntary basis.
- If the Card Holder/s ceases to be Card Holder/s at any time during the currency of the Program, all the benefits under the Program shall lapse and shall not be available to the Card Holder/s.
- All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.
- All communication / notices with regard to this Program should be addressed to "ICICI Bank Ltd., ICICI Bank Phone Banking Group, P. O. Box No. 20, Banjara Hills, P. O. Hyderabad - 500034 ".
- In all matters relating to the Program, the decision of ICICI Bank shall be final and binding in all respects.
- These Terms And Conditions shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Credit Card. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions.

- ICICI Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the Merchant Establishments. Any dispute or claim regarding the goods and services must be resolved by the Card Holder/s with the Merchant Establishment directly without any reference to ICICI Bank.
- ICICI Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any goods/ services availed of by the Card Holder/s under the Program.
- ICICI Bank reserves the right to modify/ change all or any of the terms applicable to the Program without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the Program without assigning any reasons or without any prior intimation whatsoever.
- ICICI Bank reserves the right to disqualify any Merchant Establishment or Card Holder/s from the benefits of the Program if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program or otherwise by use of the Card at an ICICI Bank terminal.
- All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Program shall be borne solely by the Card Holder/s and ICICI Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues. ICICI Bank shall be entitled to deduct or set off the amounts of taxes, etc., if any, mentioned above from all amounts payable by ICICI Bank to the Card Holder/s and balance amount, if any, of Cash Back will be paid to the Card Holder/s / credited to the account of the Card Holder/s.
- The Program is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.