

## Terms and Conditions for "Maximum Celebration Easy EMI facility":

### 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 Limited ("ICICI Bank") and is valid and subsisting during the Program Period.
- **"Card Holder/s / Member/s"** shall mean such customer to whom a Card has been issued and who is authorized to hold the Card and who has received the communication from ICICI Bank with respect to the Program by way of direct mailer on his/her registered e-mail id with ICICI Bank.
- **"Maximum Celebration Easy EMI"** means the promotional offer given to the select Card Holders to convert their transactions on Credit Card into EMI during the Program Period on such terms and conditions as are specified by ICICI Bank from time to time .
- **"EMI" or "Equated Monthly Installment"** means the equated monthly installment of the amounts payable by the Card Member to ICICI Bank in respect of the Maximum Celebration Easy EMI facility, comprising of principal amount of the Maximum Celebration Easy EMI facility and interest thereon.
- **"Program"** shall mean ICICI Bank Credit Card Maximum Celebration Easy EMI offer for selected Card Holders during the Program Period.
- **"Program Period"** shall mean the period commencing from <25 October'08> to <25 January'09> (both days inclusive).
- **"Eligible Card Holder/s"** shall mean Card Holder/s who have received a communication from ICICI Bank confirming that he/she is eligible for the Program.
- **"Primary Card Holder"** is the person in whose name the Card Account has been opened and to whom the Card has been issued.
- **"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 / Transaction/s"** shall mean such purchase of goods/ services, which has been made by the Card Holder/s by swiping the Card on any bank's electronic data capture terminal.
- **"MAD" or "Minimum Amount Due"** shall be 5% of the total amount due or such other amount as may be determined by the ICICI Bank in the billing statement.
- **"Primary Terms and Conditions"** shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.
- **"Delinquent Account"** means an account in which payment has not been made as specified in the Payment Clause in the Primary Terms and Conditions.
- All capitalized terms used herein but not defined shall have the same meaning as defined under Primary Terms and Conditions.

### b. Program

- The Program is valid for Card Holder/s who have availed for the Maximum Celebration Easy EMI facility within the stipulated time period in the manner as specified by the ICICI Bank either by sending an SMS from their registered mobile number with ICICI Bank to such number as specified by ICICI Bank, containing such contents as are specified by ICICI Bank for availing the Maximum Celebration Easy EMI facility or by calling on the dedicated call lines as specified by ICICI bank to register for the Maximum Celebration Easy EMI facility . Post receipt of the intimation from the Cardholder/s through SMS, ICICI Bank shall contact the Cardholder/s to

take his consent to register himself for the Maximum Celebration Easy EMI facility Only on successful registration would the Cardholder be eligible for the Program.

- The Program shall be valid and subsisting during the Program Period, unless otherwise notified by ICICI Bank.
- ICICI Bank reserves the right to offer the Program to any Card Holder/s of its own choice and shall not be held liable to any Card Holder/s for not offering the same.
- In order to become entitled for the reduced interest on Maximum Celebration Easy EMI facility under the Program, the Card Holder shall be required to do a Retail Purchase/s/ transaction/s for Rs. 5000 or above during the Program Period by swiping the Card on any bank's electronic data capture terminal. For all other transactions, not eligible under the Program Period, the regular rate of interest shall be applicable .
- The promotional rates/schemes at which the EMI would be converted may vary depending upon the transaction amount spent by the Card Holder and the details about the same shall be communicated to the Card Holder through any mode as per the discretion of ICICI Bank.
- Retail Purchase/s/ transactions carried out by Eligible Cardholders for Rs. 5000 or above during the Program Period by swiping the Card on any bank's electronic data capture terminal shall automatically be converted into EMI within 15 days from the date of settlement, wherein the date of settlement shall commence from the date when ICICI Bank receives the complete details of the transaction from the merchant and the same is settled by ICICI Bank.
- Only POS transactions would be converted. Balance Transfer, Personal Loan on Credit Card, and other installment products would not be eligible for consideration under the Program.
- The billing of EMI may vary based on MAD as determined by ICICI Bank from time to time. The payment apportionment logic as per the Primary Terms & Conditions will continue to remain the same for all Eligible Card Holder/s throughout the Program Period.
- The Maximum Celebration Easy EMI Program is provided / agreed to be provided by ICICI Bank, at its sole discretion, to the Cardholder/s to the extent of amounts of transaction/s not exceeding the available cash-limit / credit-limit.
- Any transactions that have already been converted by the Cardholder/s before giving his /her consent for the Program would not be covered under the Program.
- This Program is applicable for the Primary Card Holder/s as well as the Supplementary/ Add-on Card Holder/s.
- Card Holder/s, whose account has been classified as delinquent before or during the currency of the Program, will not be eligible for the benefits of the Program.

### **C. Other Terms and Conditions**

- The participation in this 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.
- ICICI Bank reserves the right to offer the Program, at its sole discretion, to selected Card Holder/s only
- All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.
- If the Card Holder/s ceases to be a Card Holder 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 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.
- The terms and conditions shall be in addition to and not in substitution / derogation to the

Primary Terms and Conditions.

- The Program is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.
- 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.