

Terms and Conditions:

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 and who has received the communication from ICICI Bank with respect to the Program by way of direct mailer / e-mailer /SMS or through any other mode as per the discretion of ICICI Bank.
- "Cash Back" shall mean the amount credited back to the Card Account as per terms specified in the Program.
- "Program" shall mean the "ICICI Bank Credit Card "An Excuse to Spend Cash Back 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 period commencing from 15th October 2008 to 15th December 2008 (both days inclusive).
- "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" shall mean such purchase of goods and/or services, which has been made by the Card Holder/s by swiping the Card on any bank's electronic data capture terminal.

All capitalized terms used herein but not defined shall have the same meaning as defined under Primary Terms and Conditions

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.

The Cardholder shall be required to do minimum of three (3) Retail Purchase during the Program Period to be eligible for the Program.

- The amount of Cash Back shall be reflected in the Statement succeeding the Program Period. The Cash Back slab is generated based on the amount spent on the ICICI Bank Credit Card during the Program Period. The Cash Back table is as follows:

Amount	Cashback percentage
0-5000	1% of the amount spend using the Credit Card
5001-10000	2% of the amount spend using the Credit Card
10001 and above	3% of the amount spend using the Credit Card

- The Program is applicable for the Primary Card Holder/s as well as the Supplementary/Add-on Cardholder/s.

• This offer is not valid on the 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 **three (3)** months 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.