

Terms & Conditions of 'A diamond is on the cards for you' Program

A. Definitions

1. "Card" shall mean a Credit Card, which has been issued by ICICI Bank and is valid and subsisting during the Program Period.
2. "Cardholder" for this Program shall mean such customer to whom a Card has been issued and who is authorized to hold the Card and who has received 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.
3. "Program" or "A diamond is on the cards for you "promo" refers to the assured gift offer for the Cardholder subject to the terms specified herein below, during the Program Period.
4. "Program Period" shall mean the period of two months from the date so communicated to the Cardholder by way of Direct mailer/ SMS/ emailer.
5. "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Card in addition to the Terms and Conditions for the Program.
6. "Retail Purchase/s / Transaction/s" shall mean such purchase of goods/ services, which has been made by the Cardholder wide Internet or by swiping the Card on any Bank's electronic data capture terminal/POS machine.
7. "**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.
8. All capitalized terms used herein but not defined shall have the same meaning as defined under Primary Terms and Conditions.

B. Program / Offer

1. The Program is valid only on Retail Purchases / Transactions made/done by the Card Holder by using his/her Card ,during the Program Period , unless otherwise notified by ICICI Bank
2. To avail Gift under the Program the Card Holder shall be required to do Retail Purchase / Transactions for an amount as specified below during the Program Period using their Card vide internet or by swiping the Card on any bank’s electronic data capture terminal.

Retail Spends	Gift Eligible
Rs 20000/- to 39999	heart shape diamond pendant
Rs 40000/- and above	circle of life diamond pendant

3. In the event the Cardholder fails to make Retail Purchase/s which is below the amount specified herein above , then the Cardholder shall not be entitled to any Gift.
4. Cash withdrawals on ATMs are excluded from the purview of the Program and will not be eligible for Gift Offer .
5. Under the Program, the Cardholder shall be entitled to only one Gift even if the spends are more than the required minimum as specified herein above.
6. Card Holder/s whose account has been classified as delinquent before or during the currency of the Program, shall not be eligible for the benefits of the Program.
7. The gift is non-transferable, non-binding and non-encashable.
8. No substitutions or exchange of gift, other than what is detailed in the communication sent to the Cardholder, vide the Promotional Pack, shall be allowed. However, ICICI Bank reserves the right to substitute and/or change the gift or any of them on account of non-availability of gift, without any intimation or notice, written or otherwise to the Cardholder.
9. All Visuals of the gift in the communication sent to the Cardholder are indicative only.
10. The Program is not valid for Void Transactions.
11. This offer is limited to the Card Holders who have been communicated about the program by way of emailer/sms or through any other mode as per the discretion of ICICI Bank

C. Other Terms and Conditions

- This Program is brought to you by ICICI Bank credit Cards and is made to Cardholders selected at the discretion of ICICI Bank.
- ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the Gift.
- In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of ICICI Bank.
- ICICI Bank does not guarantee and make any representation about the quality, usefulness, worthiness and/or character of the Gift, and shall not be responsible if the same are in any way found to be defective.
- ICICI Bank will send the Gift to the Cardholder within 90 days, from the closing date of the Program Period, at the Cardholder/s mailing address registered with ICICI Bank.
- Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Cardholder due to provision of the Gift, shall be to the sole account of the Cardholder. Tax deducted at source, if any, on the monetary value of the Gift shall be payable by the Cardholder.
- No further queries will be entertained after the closure date of the Program.
- The existence of a dispute, if any, regarding the Gift shall not constitute a claim against ICICI Bank.
- The participation in the Program is entirely voluntary and it is understood, that the participation by the Cardholder/s shall be deemed to have been made on a voluntary basis.
- 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.
- The Program is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.
- These Terms And Conditions shall be in addition to and not in substitution / derogation to the terms and conditions governing the Facility / Primary Terms and Conditions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the terms and conditions applicable to the Facility / Primary Terms and Conditions.
- 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.