

## Terms and Conditions of "Enjoy the Power of Six" offer

### **a. Definitions:**

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

- "Cardholder " shall mean a customer to whom a Card has been issued by ICICI Bank and who is authorised to hold the Card and who has received the communication from ICICI Bank with respect to the Program by way of Call Centre / E-mail /SMS or through any other mode as per the discretion of ICICI Bank.
- "Card" shall mean credit card, which has been issued by ICICI Bank and is valid and subsisting during the Program Period.
- "Gift Offer" or "Gift" shall refer to one gift voucher worth Rs.1000/- either from Lifestyle or Titan or Allen Solly, i.e. hereinafter referred to as the "Merchant", provided to the Cardholder.
- "Program" shall mean the "Gift Voucher" offer for the Cardholder on his fulfilling the Program conditions (as mentioned herein below) during the Program Period.
- "Program Period" shall mean period commencing from 15<sup>th</sup> October 2008 to 15<sup>th</sup> December 2008 (both days inclusive)
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Card in addition to these Terms.
- "Retail Purchase/s or Transaction/s "shall mean such purchase of goods or services, which has been made by the Card holder vide Internet or by swiping the Card on Electronic Data Capture terminal / POS machine of any bank.

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

### **b. Program**

- The Program shall be valid and subsisting only on Retail Purchases / Transactions made/done by the Card Holder by using his/her Card or vide internet during the program period, unless notified by ICICI Bank.
- To avail Gift Voucher worth Rs.1000, the Card Holder shall be required to do

minimum of 6 Retail Purchase / Transactions during the Program Period using their Card by swiping the Card on any bank's electronic data capture terminal or through Internet. Any cancellations of the Retail Purchase before the dispatch of the GV shall automatically result in cancellation of the GV Offer to the Cardholder.

- The select Cardholder shall be entitled to only one Gift, (i.e. one gift voucher of Rs. 1000/-) for Retail Purchase/s made on his/ her Card from the option of the three brands given to him. The customer has to choose one from the following three and has to register his choice;
  - Lifestyle (LS)
  - Titan (TT)
  - Allen Solly (AS)
- The customer has to register his choice by sending an SMS as per the format specified in the communication sent to him. If the customer doesn't register his choice within the promo period, the default voucher will be a Lifestyle Voucher.
- The Card holder/s whose account has been classified as delinquent at any time before or during the currency of the Program shall not be eligible for the Program Benefit.
- Gift Offer is non-transferable, non-binding and non-encashable.
- No substitutions or exchange of GV, other than what is detailed in the communication sent to the Cardholder 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 GV, without any intimation or notice, written or otherwise to the Cardholder.
- All visuals of the Gift in the communication sent to the select Cardholder are indicative only.
- The select Cardholder/s shall not be eligible for any reward points in lieu of the Gift Offer. Cash withdrawals on ATMs are excluded from the purview of the Program and will not be eligible for Gift Offer.
- The Program is not valid for Void Transactions.
- This offer is limited to the Card Holders who have been communicated about the program by way of Call Centre /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 select Cardholders only.
- In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of ICICI Bank.
- The Gift is purchased from the Merchant and the Cardholder/s shall be bound by the terms (of redemption) as stipulated by the Merchant in this regard (hereinafter referred to as "Merchant Terms").
- ICICI Bank holds no guarantee and makes no representation about the quality, usefulness, worthiness and /or character of the Gift, which shall at all times rest on the Merchant. For any dispute that may arise out of/ due to the redemption of the Gift or otherwise shall be directly resolved between the Cardholder and the Merchants without involving ICICI Bank, in any manner.
- Nothing express or implied in the Merchant Terms shall in any way waive or amend the Primary Terms and Conditions and these Terms and Conditions. Merchant Terms pertaining to the redemption of the Gift will be uploaded on the Merchant's website or communicated by the Merchant.
- ICICI Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of the Gift availed by the Cardholder/s under the Program and on the Merchant Terms.
- ICICI Bank will send the Gift to the Cardholder within 60 days from the last date of Program Period.
- 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 90 days from 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 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.