

Terms and Conditions: Swipe and Win Gift

a. Definitions

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

- "Cardholder" for the purpose of this Program shall mean a 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.
- "Card" shall mean a credit card, which has been issued by ICICI Bank and is valid and subsisting during the Program Period.
- "Facility" shall mean the condition that the Cardholder should make a minimum of five (5) Retail Purchases during the Program Period.
- "Gift Offer" shall mean gift of specified item/s to the Cardholder in cases where the Facility is availed during the Program Period.
- "Gift" shall mean a pair of wrist watches.
- "Program" shall mean the assured Gift Offer for the Cardholder availing of the Facility during the Program Period.
- "Program Period" shall mean the period commencing from 15th June 08 to 15th August 08 during which the Facility is availed by the Cardholder.
- Primary Terms and Conditions" shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.
- "Retail Purchase/s" shall mean such purchase, which has been made by the Card holder vide Internet or by swiping the Card on any bank's terminal / POS machine.

b. Program / Offer

- The Program is valid only on Retail Purchases made using the Card. Any cancellations or foreclosures on the Facility before the dispatch of the Gift will amount to cancellation of the Gift Offer to the Cardholder.
- In order to be entitled to receive the Gift, the Cardholder must make a minimum of five (5) Retail Purchases during the Program Period, irrespective of the amount of the Retail Purchases.
- A Cardholder will be entitled to only one Gift Offer corresponding to the Facility availed of by the Cardholder during the Program Period.
- Gift Offer is non-transferable, non-binding and non-encashable.
- No substitutions or exchange of Gift, other than what is defined herein or 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 Gift, without any intimation or notice, written or otherwise to the Cardholder.
- All visuals of the Gift in the communication sent to the Cardholder are indicative only.
- A Cardholder whose account has been classified as delinquent at any time before or during the currency of the Program shall not be eligible for the benefits of the Program .
- Any cancellations of Retail Purchase/ during the Program Period shall result in cancellation of the entitlement of the Cardholder to the Gift under the Program.

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 60 days from the closing date of the 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.
- ICICI Bank shall address queries / complaints/ grievances relating to the Program, if any, only up to a period of 90 days after the closing 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. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in 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.