

## ICICI Bank Travelocity Offer: Terms and Conditions ("Terms and Conditions")

The ICICI Bank and Travelocity Promotion ("ICICI Bank TRAVELOCITY Promotion") is valid on air tickets and hotel & holiday package bookings made at [www.travelocity.co.in](http://www.travelocity.co.in) (the "Travelocity website") or through Travelocity India's call centre (collectively, "Travelocity India" or "Travelocity"), from 0001 hours of May 5, 2009 to 2359 hours of May 31<sup>st</sup>, 2009 ("Offer Period"), using an ICICI Bank VISA Credit Card or Debit Card. During the offer period and subject to (i) the offer conditions ("Offer Conditions") set out here; (ii) the terms and conditions of the Travelocity India website (<http://www.travelocity.co.in>) (the "Travelocity Terms and Conditions"); and (iii) the General Terms and Conditions below, eligible ICICI Bank VISA Credit or Debit Cardholders (the "Cardholder", "You" or "Customer") will receive the offers on travel bookings listed below.

By proceeding to complete and transact a purchase through Travelocity India, you declare that you have read, understood and freely agree to these Offer Conditions, the Travelocity Terms and Conditions and any other applicable terms of service set out below. You further declare that you have similarly obtained the consent of your traveling companion (where applicable) to all these conditions.

### Offer 1: Rs. 2,500 cash back for every hotel booking of more than Rs. 5,000

- 1) The offer is valid only for ICICI Bank cardholders having valid ICICI Bank VISA Credit Cards or Debit Cards.
- 2) This offer (the "offer") is valid for all hotel transactions completed and submitted at [www.travelocity.co.in](http://www.travelocity.co.in) for domestic or international hotels between 0001hours on May 1<sup>st</sup>, 2009 and 2359 hours on May 31<sup>st</sup>, 2009. The organizer of this offer is Travelocity.com Pvt. Ltd.

- 3) The offer is applicable on any hotel booking (unique Trip ID), for a total of Rs. 5,000 or more made at the Travelocity website.
- 4) The offer is applicable only on hotels bearing the “Hot Deals” tag.
- 5) The offer will be made through transaction reversal “Cash Back” refund for a sum of Rs. 2,500 for bookings valid under the criteria mentioned above.
- 6) The offer is not applicable to hotel chains owned or operated by the the Marriott group: Marriott Hotels & Resorts, JW Marriott Hotels & Resorts, Renaissance Hotels & Resorts, Courtyard by Marriott, Residence Inn by Marriott, Fairfield Inn by Marriott, Marriott Conference Centers, TownePlace Suites by Marriott, SpringHill Suites by Marriott, Marriott Vacation Club, The Ritz-Carlton Hotel Company, L.L.C., The Ritz-Carlton Club, Marriott ExecuStay, Marriott Executive Apartments, Grand Residences by Marriott

#### **Offer 2: Rs. 500 e-voucher on Your ICICI Bank VISA Credit Card or Debit Card**

##### **E-Voucher generation terms and conditions**

1. The offer is valid only for ICICI Bank cardholders having valid ICICI Bank VISA Credit Cards or Debit Cards.
2. The cardholder needs to enter his/her name, mobile number, e-mail address and a valid VISA Credit Card or Debit Card number in the e-voucher generation system. Upon validation of the entered details, the e-voucher generation system will display a 16-digit e-voucher number.
3. The ICICI Bank cardholder can generate his/her e-voucher any time during the promotion period, and the e-voucher would be valid for 48 hours from the time of generation. No requests for extension of validity of the e-voucher would be entertained after its expiry.

4. A cardholder can generate up to two e-vouchers, provided the second e-voucher is not generated within three days of the first e-voucher.
5. Every e-voucher code will be for a value of Rs. 500, which can be used to make any flight, hotel or package purchase at travelocity.co.in.
6. The e-voucher should be used only with an ICICI Bank VISA Credit/Debit Card at the time of purchase.
7. Travelocity reserves the right to charge the card used at the time of booking an amount equal to Rs. 500 if a valid ICICI Bank VISA Credit/Debit card has not been used to make the booking with the e-voucher.
8. There is no restriction imposed by Travelocity India on the travel dates except that this offer is made purely on a first come, first served basis. Travelocity does not make any representations and warranties as to the availability of flights or hotel rooms on any given date.
9. Travelocity will deduct the Rs. 500 e-voucher amount from the refund in the event of cancellation of the flight, hotel or package booking.
10. If more than one e-voucher is used in a single transaction, only one e-voucher per transaction may be redeemed. Travelocity reserves the right to charge to the card being used for the transaction, the amount in excess of Rs. 500 for which the e-voucher is used.

#### **E-voucher Usage Terms and Conditions**

1. Travelocity e-vouchers are redeemable only at [www.travelocity.co.in](http://www.travelocity.co.in) (the "Travelocity Website") for any future flights, hotels and package bookings which are available at the time of your booking subject to the applicable terms and conditions.
2. The e-voucher would be sent to the e-mail address used by the passenger while making the booking within two business days after making the booking. Travelocity shall not be responsible for any loss or damage suffered if an incorrect e-mail address is provided.
3. The Travelocity e-vouchers are valid only for two days from their date of generation and may not be extended. To redeem an e-voucher, you or the voucher-holder) must be an Indian resident and citizen and aged eighteen (18) years or above.
4. The Travelocity e-vouchers may be utilized for personal usage or transferred to any party you choose to appoint (the "authorized transferee"). Notwithstanding anything to the contrary, you agree not to sell, resell or exploit the Travelocity e-vouchers for any commercial purposes.
5. If your voucher value exceeds the transaction amount, your credit card will not be charged at all. However, you will still need to input your credit card details and CVV number.
6. There are a limited number of e-vouchers available.
7. E-vouchers are redeemable on a first come, first served basis. You may redeem the whole e-voucher amount, or the residual value of a previous, partially-used e-voucher.
8. Every e-voucher will come with a code, which has to be entered on the Travelocity website for redemption, by you or your authorized transferee. The responsibility of keeping the code confidential lies with you, or your authorized transferee. Travelocity takes no responsibility for any loss, damage and/or suffering which you or your authorized transferee may incur for any misuse or unauthorized usage of the e-vouchers; i.e. please protect the Travelocity e-voucher number as we will not be responsible for its loss or misuse.
9. More than one Travelocity e-voucher can be used in a single booking transaction.

10. A Travelocity e-voucher may be used more than once, until its total value has been redeemed. Where the full value of an individual e-voucher has not been redeemed in a single booking transaction, you may use the remainder of the e-voucher in your next transaction. All other expenses become the responsibility of the voucher-holder(s) (and their companions) including but not limited to spending money for transfers, meals (other than those specified), drinks (other than those specified), incidentals, mini-bar, laundry, room service, telephone calls, taxes (including departure taxes), energy surcharges, gratuities, services charges, passports, travel insurance, pre- and post-accommodation, optional activities or excursions and all other ancillary costs.
11. Travelocity will not make any refund for the value (or part thereof) of any Travelocity e-vouchers used in bookings which are subsequently cancelled by you.
12. Travelocity India accepts no responsibility for any tax implications that may arise from the usage of vouchers. The cardholder should seek independent financial advice.
13. Travelocity India is not responsible for any incorrect or inaccurate information caused either by the entrant or by any of the equipment or programming associated with or utilized in this incentive scheme (competition), or for any technical or equipment error or malfunction, or any combination thereof that may occur in the course of the administration of this promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications, Internet access, network failure, theft or destruction or unauthorized access to or alteration of entries, or due to any reason beyond the reasonable control of Travelocity India.
14. TRAVELOCITY INDIA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO E-VOUCHERS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT AN E-VOUCHER IS NOT FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, IF ANY, SHALL BE THE REPLACEMENT OF THE NON-FUNCTIONING E-VOUCHER.

15. These terms and conditions are to be read in conjunction with any other conditions upon which the Travelocity e-vouchers may be issued.
16. All transactions made on the Travelocity website are also governed by the User Agreement and Privacy Policy found at the Travelocity India website, in addition to any applicable terms and conditions of the product and/or service.

#### **General Terms & Conditions for the above offers**

1. This ICICI Bank Travelocity Promotion is open for participation to all ICICI Bank VISA Credit/Debit Cardholders, who hold a valid and current ICICI Bank VISA Credit/Debit Card issued in India on the terms and conditions set out herein.
2. Travelocity India is not a supplier of the products or services redeemed under this promotion and will not accept any liability in relation thereto.
3. Your use of this VISA Travelocity Promotion is subject to the terms and conditions of the Travelocity India website, which include but are not limited to, its User Agreement, Privacy Policy and Security Policy.
4. All tickets purchased under the promotion shall be subject to cancellation / date-change rules of the respective hotels and the penalty for date-change or cancellation as per hotel rules shall apply. In the case of a cancellation, Travelocity shall adjust the cash-back amount, applicable airline cancellation penalty and Rs.250 as Cancellation and Handling charges. The refund shall be processed after making such deduction.
5. ICICI Bank VISA Cardholders are not bound in any manner to participate in the ICICI Travelocity Promotion. Any participation by the ICICI Bank VISA Cardholder shall be voluntary and the offer made by VISA and Travelocity are purely on a best-effort basis. The offer to the cardholders is voluntary without any contractual obligation or compliance thereof, on the part of VISA or Travelocity India, since the offer is purely promotional and subject to availability.

6. The cardholder shall be required to give accurate personal information and card details online for the tickets purchased at the Travelocity India website. Neither VISA nor Travelocity would not be responsible for any incorrect information given and any loss of damage caused by such incorrect information
7. Every cash-back is processed through a transaction reversal corresponding to the original payment transaction made. The cash-back amount will reflect on the card statement of the customer and will not reflect on the flight ticket or the hotel booking confirmation voucher. The cash-back shall be issued to the same VISA card used for the purpose of making the payment at the time of purchase, within five business days from the date of purchase.
8. Travelocity India and its affiliates apply a credit-and-risk check (the "Travelocity Risk Check") on every purchase or transaction made through Travelocity India. Your eligibility for the VISA Travelocity Promotion shall be subject to your being able to satisfy the Travelocity Risk Check. You agree that in the event you or the transaction fails to satisfy the Travelocity Risk Check, you shall not be able to avail any of the offers in this VISA Travelocity Promotion.
9. This ICICI Travelocity Promotion cannot be combined with any other offers/discounts/promotions running at Travelocity India. Travel agents are barred from buying air tickets / hotel packages / holiday packages for their customers using their own VISA cards under this promotion. Travelocity India reserves the right to cancel the offers or cash-backs on such bookings, if such a case is brought or comes to Travelocity India's notice. The applicable cancellation or handling fees shall be levied and deducted against your account accordingly.
10. ICICI Bank VISA Cardholders shall not be entitled to compensation / benefits in any form whatsoever in lieu of the VISA Travelocity Promotion being availed. VISA shall not be liable in any manner whatsoever or howsoever for any loss or damage or claims that may arise out of any refusal to honour the offer made under the VISA Travelocity Promotion for any reason whatsoever.
11. Cardholders must specifically look for the offer under "ICICI VISA Travelocity Promotion" when making any reservations, bookings or purchases at the Travelocity India website. All ICICI VISA Cardholders are advised to check the other applicable terms and conditions of

Travelocity India and the airlines/hotels before availing of the offer under the ICICI Travelocity Promotion.

12. VISA shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy of service rendered by Travelocity India or the airlines/hotels for any loss whatsoever of any nature. Travelocity India shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy of service rendered by the airlines or hotels for any loss whatsoever of any nature.
13. ICICI Bank, VISA and Travelocity India reserve the right to replace at any time, without prior notice, wholly or in part, the above offers by any other offers, whether of an equivalent or similar value, in their sole discretion; or to withdraw them altogether.
14. All terms and conditions of this ICICI Travelocity Promotion are subject to change without prior notice. VISA and Travelocity India reserve the absolute right to replace, withdraw and/or alter any of the terms and conditions of this VISA Travelocity Promotion at any time without giving any notice. Information about the offer is correct at the time of publication. The offer under the VISA Travelocity Promotion may be subject to other restrictions by law.
15. ICICI Bank, VISA, Travelocity India and their affiliates, including their respective directors, officers, employees and agents, shall not be liable for any loss or damage whatsoever which may be suffered (including but not limited to direct, indirect, special or consequential loss) or for any personal injury suffered/sustained in connection with the ICICI Travelocity Promotion, except for any liability which cannot be excluded by law. If a deficiency is occasioned by any cause outside the reasonable control of ICICI Bank, VISA or Travelocity India including without limitation technical malfunctions or failures, ICICI Bank, VISA and Travelocity India will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this ICICI Travelocity Promotion.
16. Travelocity India's decision on any dispute arising out of or in connection with this offer will be final. In the event of any inconsistency between these offer conditions, the Travelocity terms and conditions and the specific terms of use, they will take effect in the following order of precedence: (1) Specific terms of use, (2) Offer conditions and (3) Travelocity terms and conditions.

17. The terms and conditions of this VISA Travelocity Promotion shall be governed by the laws of India.
18. Disputes, if any, arising out of or in connection with this promotion shall be subject to the exclusive jurisdiction of the courts of Mumbai only, whether or not courts/tribunals in other areas have concurrent or similar jurisdiction; and such disputes shall be governed under the provisions of Arbitration and Conciliation Act 1996 (as amended up to date).

### **Additional Terms and Conditions**

- 1) ICICI Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services or the assured gifts / prizes offered by the Program Partner Travelocity.com Pvt. Ltd. Any dispute or claim regarding the goods, services and assured gifts / prizes must be resolved by the Card Holder/s with the Program Partners directly without any reference to ICICI Bank.
- 2) 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 / assured gifts / prizes availed by the Card Holder/s under the Program offered by the Program Partner Travelocity.com Pvt. Ltd.
- 3) ICICI Bank reserves the right to disqualify the Program Partner/s 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.
- 4) The assured gift / prize is sponsored by the Program Partner and the Card Holder/s shall be bound by the terms and conditions stipulated by the Program Partner in this regard.
- 5) ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the goods and services or the assured gifts / prizes.
- 6) The Program is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.

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