

The following terms and conditions are applicable for stated promotional campaign for online usage of ICICI Bank debit cards for making payments on [www.irctc.co.in](http://www.irctc.co.in) or/and [www.visabillpay.in](http://www.visabillpay.in)

## Promotion 1: Cash Back

### Terms and Conditions:

#### a. Definitions

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

- **"Card"** shall mean a debit card which has been issued by ICICI Bank and is valid and subsisting during the Program Period
- **"Card Member"** 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 of the Program as per the discretion of ICICI Bank.
- **"Cash Back"** shall mean an amount of Rs. 50 on retail purchase / transaction of Rs. 500 or above, credited back to the Card Member's account by ICICI Bank within sixty (60) days of the transaction being carried out on [www.irctc.co.in](http://www.irctc.co.in) or [www.visabillpay.in](http://www.visabillpay.in) (the "Website") . The maximum cash back during the Program Period is limited to Rs. 200 only, on retail transaction/s / purchase/s .
- **"Program Period"** shall mean period commencing from July 15 , 2008 to January 15, 2009 (both days inclusive).
- **"Program"** shall mean the "ICICI Bank Debit Card Cash Back offer.
- **"Primary Terms and Conditions"** shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.
- **"Retail Purchase / Transaction"** shall mean such purchase of goods/ services, which has been made by the Card Member/s by using his / her Card on [www.irctc.co.in](http://www.irctc.co.in) or/and [www.visabillpay.in](http://www.visabillpay.in)
- **"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.
- All capitalized terms used herein but not defined shall have the same meaning as defined under Primary Terms and Conditions.

#### b. Program

- The Program is valid only for such Card Member/s who have been communicated about the Program by ICICI Bank.
- To avail Cash back of Rs. 50, the Card Member shall be required to do a retail Transaction / purchase of Rs. 500 or above during the Program Period using their Card on [www.irctc.co.in](http://www.irctc.co.in) or/and [www.visabillpay.in](http://www.visabillpay.in). The total cash back which the Card Member can avail during the Program period for purchases worth Rs. 500 or more is limited to Rs 200 only .
- The Program is not valid for Void Transactions
- Any disputes with respect to the Cash Back offer and the Program shall be entertained by ICICI Bank up to January 31, 2009 only .
- Offer not valid on MasterCard Debit and Business Debit Cards.

- The Program is applicable for the Primary Card Holder/s as well as the Supplementary/Add-on Cardholder/s.
- 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 from the account of the Card Member.
- Acceptance of Cash Back by the Card Member/s constitutes permission for ICICI Bank and its Affiliates to use the Card Member/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 Member/s .
- The Card Member/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.

### **Other Terms and Conditions**

- The participation in the Program is entirely voluntary and it is understood, that the participation by the Card Member/s shall be deemed to have been made on a voluntary basis.
- If the Card Member/s ceases to be Card Member/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 Debit Card.
- 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 Member/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 Member/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 Member/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 Member/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 Member/s and

balance amount, if any, of Cash Back will be paid to the Card Member/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

Nothing express or implied in these Offer terms and conditions shall in any way waive or amend the ICICI Bank Debit Card terms and conditions and shall be in addition to the Card terms and conditions.