

## OnePlus 6T Bill Pay Contest

### One-Plus 6T Phones for customers paying highest number of bills using iMobile

#### I. Definitions

- "Customer/s" for the purpose of this Offer shall mean value banking, privilege banking or wealth banking customers of ICICI Bank who have received communication from ICICI Bank in the form of SMS, notification or email about this Offer, he should be an Indian citizen (excluding Legal entities such as Body corporates, LLP, retail shops, business correspondents, bank-branches, biller/merchant collection centres or website etc.) who pays his/her utility bills in the Biller Categories.
- "Channel User" shall mean a person who holds an ICICI Bank savings account maintained with ICICI Bank for purposes of ICICI Bank mobile banking service(s) and who uses ICICI Bank iMobile app as payment channel for its transaction.
- "Vendor" shall mean "www.npci.com" who has entered into an alliance agreement with ICICI Bank for purpose of providing the Offer.
- "Offer" shall mean gifts made available to Customers based on count and value of all the transactions done through Channel by the Customer during the Offer Period.
- "Offer Period" shall mean the period commencing from 3rd December' 18 to 3rd February' 19 both days inclusive.
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the ICICI Bank's mobile banking facility/service.
- "Void Transactions" shall mean wherein the transaction has taken place but has been rejected /cancelled/unsuccessful on the Channel.
- "Channel" shall mean ICICI Bank iMobile app.
- Biller Categories shall inter alia include Electricity, Gas, DTH, Water and Telecom (Mobile Postpaid, Landline Postpaid, Broadband), including and not restricting such additional categories as would be included by NPCI as per its sole and absolute discretion.
- OFFER transaction is considered when Participant makes a utility bill payment via Bharat BillPay enabled Channels of banking and non-bank entities (digital player)
- ONLINE/DIGITAL CHANNELS shall include, inter alia, Net Banking, Mobile Banking, Mobile App/Wallet and Website of Banks/Non-Banks (Digital Players). The channels are listed on <https://www.bharatbillpay.com/Billpay.php> .
- This is a promotional offer with an objective to create awareness at a national level among participants, about the convenience of utility Bill Payment through iMobile.
- This offer is not a part of any Brand. Through this promotional offer, National Payments Corporation of India (NPCI) is merely attempting to create awareness of simple and safe utility bill payment through Bharat BillPay enabled channels anytime anywhere. NPCI does not in any manner whatsoever promote any Brand and will not

be, in any manner, be held responsible for any grievance faced by Participant of any nature whatsoever. Clubbing of any offer(s)/scheme(s), if any, will be at the sole discretion of NPCI.

- By accepting these terms and conditions the Participant (defined below) does not, in any manner, become a participant of NPCI, nor would the participant be entitled to seek any reliefs under the Consumer Protection Act against NPCI in any manner whatsoever.

All capitalized terms used but not defined herein shall have the respective meanings prescribed to them in the Primary Terms and Conditions. These terms ("Terms") shall be in addition to and not in derogation of the Primary Terms and Conditions. To the extent of any inconsistency between these Terms and Primary Terms and Conditions, these Terms shall prevail.

#### **OFFER Construct:**

- The Offer is valid for only the above mentioned Biller Categories
- The Participant in order to be eligible/be entitled to win one (01) One Plus 6T Smartphone would have to carry out the following actions:
  - The participant would have to register on the Bharat BillPay One-Plus 6T Campaign Page i.e. <https://www.bharatbillpay.com/Campaign.php>.
  - Participant would be required to carry out as many transactions in 2 months through a single registered mobile number during the offer period from the Biller Categories through online/digital channels only. The top 6 participants will be chosen on the basis of the number of transactions they make.
  - Participant can check the list of digital enabled Bharat BillPay channels through <https://www.bharatbillpay.com/Billpay.php>. Participants have to select their respective bank or non-bank (digital players) and proceed for Bill Payment on the respective Website or Mobile app.
  - Participant needs to furnish his/her details (Name, Mobile No and E-mail) to the Bharat BillPay team for verification. By entering the details, each participant agrees that any and all personal data submitted may not be collected, used and/or disclosed by NPCI. The sole purpose is for communication with the Participant for purposes related to the Offer, to provide One-Plus 6T to the Participant who has won
- Maximum six One-Plus 6T phones will be distributed during the Offer Period- 3rd Dec'18 to 3rd Feb'19.
- Every month, the Bharat BillPay team will verify the eligible Participant details (before declaring winners / eligible for Prize (One plus 6T Smart phone) and will declare 3 winners eligible for One Plus 6T Smartphone. Each of eligible

contestants/participants will be eligible for only one (01) One Plus 6T smartphone during the entire contest term/period.

- Winner(s) would be required to provide their full particulars, including their full PAN Card/Address Proof for the purpose of verification & audit and to enable NPCI to dispatch One Plus 6T Smartphones to the Winner(s).
- Each Participant may submit multiple entries or do multiple registrations but is entitled to win only one (01) One Plus 6T Smartphone during the entire contest term/period.
- NPCI Employees and their immediate family members (including spouses, children, parents, brothers and sisters or relatives friends) are not eligible to participate in the Contest / Lucky Draw.
- Participation in the One-Plus 6T Contest is subject to the Contest's Terms and Conditions as set out herein and which are also available at [bharatbillpay.com](http://bharatbillpay.com) (collectively "T&Cs"). Entry into this Contest is deemed acceptance of these T&Cs and any amendments, additions, replacements, variations and modifications hereto, which shall be final and binding in all respects on each Participant. Amendments to the T&Cs will be posted at <https://www.bharatbillpay.com/Campaign.php> from time to time, during the Offer Period. By entering the Contest participants agree to be bound by and to comply with the T&Cs. Non-compliance with or breach of any of these T&Cs may disqualify a Participant at any stage of the Contest and any prize(s) won may be forfeited, withheld, withdrawn or reclaimed.
- Prizes are not transferable or exchangeable and non-cash prizes cannot be exchanged for cash. NPCI accepts no responsibility for any tax or other liability that may arise from the prize winnings.
- Participants shall not, without the prior written approval of NPCI speak to the press or any other media nor give any interviews or comments relating to the Contest / winning thereafter.
- This Offer and its terms and conditions shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts in Mumbai, India.

#### **IV. General Terms prescribed by ICICI Bank**

- ICICI Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the gift or of the products under the Offer provided by the Vendor.
- 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 Customers due to provision of the Offer, shall be to the sole account of the Customers. Tax deducted at source, if any, on the monetary value of the Offer shall be payable by the Customers.

- All issues / queries / complaints / grievances relating to the Offer, if any, shall be addressed to Vendor directly at the Vendor's Website without any reference to ICICI Bank. The same shall be addressed by Vendor, only as mentioned on their Website.
- The existence of a dispute, if any, regarding the Offer shall not constitute a claim against ICICI Bank and shall be addressed directly by the Vendor.
- The Offer is not available wherever prohibited and / or on Products for which such offers cannot be made available for any reason whatsoever.
- ICICI Bank reserves the right to modify/ change all or any of the terms applicable to the Offer without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the Offer without assigning any reasons or without any prior intimation whatsoever.
- If the Customer ceases to be a Customer at any time during the currency of the Offer Period, all the benefits under the Offer shall lapse and shall not be available to Customer.
- The ICICI Bank Customer(s) may avail the Offer during the Offer Period or until the Gift lasts with ICICI Bank whichever is earlier. This Offer cannot be clubbed with any other Offer that may be made available to the ICICI Bank or its Customer/s. The Offer is non-transferable, non-binding and non-encashable.
- This Offer is not valid for Void Transactions.
- 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 products availed by Customers under the Offer offered provided by the concerned Vendor.
- The Offer is subject to applicable Indian laws and such other terms and conditions as may be stipulated by ICICI Bank.
- All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai. However, ICICI Bank reserves the right to approach any other court or tribunal of competent jurisdiction.
- ICICI Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the Products offered by the concerned Vendor. Any dispute or claim regarding the Products and Offer must be resolved with the concerned Vendor without any reference to ICICI Bank.
- ICICI Bank reserves the right to disqualify the concerned Vendor or Customers from the benefits of the Offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Offer or otherwise by the use of the internet banking facility.
- ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the Products.
- ICICI Bank has the right to withdraw the Offer without any prior notice.