

TERMS AND CONDITIONS FOR KILLER PROMO

Last Updated Date: 8th May, 2017

DEFINITION:

- "Savings Account" shall include Regular Saving Account, Silver Savings Account, Gold Privilege Account, Titanium Privilege Account or Wealth Management Account.
- "Alliance Partner" shall mean **Kewal Kiran Clothing Ltd.** who has entered into an alliance with ICICI Bank for purpose of providing the Offer.
- "Website" shall mean the website of the Alliance Partner that can be accessed at <http://www.killerjeans.com/icicidebitcard/>
- "Customer/s" for the purpose of this Offer shall mean a resident Indian individual holding an ICICI Bank savings account.
- "Offer" shall mean the Gift being provided to the Customer/s on using ICICI Bank debit card during the offer period.
- "Offer Period" shall mean the period commencing from May 1, 2017 to June 31, 2017, both days inclusive.
- "Coupon code" shall mean the unique code shared by the Alliance Partner with the Customer to avail the Offer.
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to ICICI Bank's as available on www.icicibank.com.
- "Void Transaction" shall mean any transaction wherein the transaction has taken place but has been cancelled /rejected /unsuccessful by the Alliance Partner.

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.

These Terms and Conditions (the "Terms") apply to and are in addition to and not in derogation of the Terms and Conditions of ICICI Bank's Regular, Silver, Gold Privilege, Titanium Privilege or Wealth Management Accounts with minimum monthly average balance requirement of Rs.10,000 or any Surrogate account or any variant of Salary account and get Salary credit in his/her newly opened Salary Account during the Offer Period shall be entitled for a this offer (the "Primary Terms and Conditions") as available on www.icicibank.com. To the extent of any inconsistency between these Terms and the Primary Terms and Conditions, these Terms shall prevail. All capitalized terms used herein but not defined shall have the same meaning as specified under the Primary Terms and Conditions.

II. Offer Construct

- Any Customer who opens new savings account with minimum monthly average balance requirement of Rs.10,000 or any surrogate account or any variant of salary account during the Offer Period shall be entitled for a this Offer.
- Eligible Customers can get merchandise from Alliance Partner by just paying the shipping and handling charges of Rs.349/- or Rs.399/- by making this payment with their ICICI debit card only.
- In order to participate in the Offer, Customer/s shall be required to login in to [the Website](#).
- A maximum of one Coupon Code shall be given to a Customer(s) during the Offer Period, which can be used to purchase upto 4 products.

III. Redemption Process:

Customer will have to just follow these simple steps to avail the offer:

- The Customer shall log onto the Website
- The Customer shall select the merchandise of their choice from the gallery
- The Customer shall enter the Coupon Code and his/her email ID
- The Customer shall enter the dispatch address and contact details
- The Customer shall make the payment of the handling and delivery charges using ICICI Bank debit card

A confirmation e- mail will be send to the Customer by the system once your order is confirmed after payment completion.

The select Merchandise would be delivered within the next 28 working days once the Customer places an order under the "special privilege"

Terms and Conditions as prescribed by ICICI Bank:

- Participation in the Offer by the Customers is on a voluntary basis.
- The Customer/s may avail the Offer during the Offer Period or until the stock lasts, whichever is earlier.
- This Offer cannot be clubbed with any other Offer that may be made available to the Customer/s by the Alliance Partner.
- The Offer is non-transferable, non-binding and non-encashable. The Offer is not valid for Void Transactions. In all matters relating to the Offer, the decision of ICICI Bank shall be final and binding in all respects.
 - ICICI Bank does not guarantee and/or warrant and make any representation about the usefulness, quality, delivery worthiness and/or character of the discount / benefit/gift or of the merchandise which may be provided under the Offer(s) by the Alliance Partner.
 - ICICI Bank shall not be responsible for any postal/courier delay(s) or loss that may be caused due to the act(s) or omission(s) of any third party who is responsible for delivery of the goods and services and/or assured gifts / prizes.
 - 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 Customer(s) due to the provision of the Offer, shall be payable by the Customer/s and ICICI Bank shall hold no liability/responsibility for the payment of such tax or other liabilities or charges. Tax deducted at source, if any, on the monetary value of the Offer shall be payable by Customer.
 - All issues / queries / complaints / grievances relating to the Offer and/or goods, services, if any, shall be addressed to the respective Alliance Partner directly without any reference to ICICI Bank.
 - The existence of a dispute/claim, if any, regarding the Offer and/or goods, services shall not constitute a claim against ICICI Bank and shall be resolved by the respective Alliance Partner within such time period as may be stipulated by the respective Alliance Partner.
 - ICICI Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim/dispute that may arise out of the use of any goods/ services / assured gifts / prizes availed by the Customer(s) under the Offer offered by the respective Alliance Partner.
 - All disputes shall be governed by Indian Laws and are subject to the exclusive jurisdiction of the competent courts/tribunals at Mumbai.
 - The Offer is not available wherever prohibited and / or on merchandise/gifts /products / services for which such Offer(s) cannot be made available/offered for any reason whatsoever.
 - No substitutions or exchange of Offer, other than what is detailed in the communication sent to the Customer/s shall be allowed. However, ICICI Bank reserves the right to substitute and/or change and/or discontinue with the Offer or any of them, without

assigning any reasons or without any intimation or notice, written or otherwise to the Customer/s.

- ICICI Bank/ the Alliance Partner 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/notice whatsoever. ICICI Bank also reserves the right to discontinue the Offer without assigning any reasons or without any prior intimation whatsoever.
- ICICI Bank reserves the right to disqualify the Alliance Partner(s) or Customer/s from the benefits of the Offer if any fraudulent activity is identified as being carried out for the purposes of availing the benefits under the Offer or otherwise by use of live your passion website or banking facilities given by ICICI Bank.

Terms and Conditions as prescribed by Alliance Partner:

- The select merchandise would be delivered within the next 28 working days once the Customer places an order under the "special privilege"
- The special privilege is valid only till 31st December 2017.
- Orders for "KILLER FASHION MERCHANDISE" can only be placed through online medium after redeeming the Coupon Code at the Website
- This Offer cannot be clubbed with any other scheme run by the Alliance Partner at the time of placing order.
- The payment towards handling charges while indenting for Alliance Partners products should be made through ICICI Bank Debit Card
- ICICI Bank is not liable nor is it responsible for products or services being offered in this alliance.
- Disputes, if any arising out of or in conjunction with or as a result of this offer or otherwise relating here to shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Mumbai only.
- Expected delay in delivery at Kerala Region through courier service provider \ postal serviced due to taxation as applicable
- **The Alliance Partner shall not be able to deliver watch through postal service**
- **If the delivery of the merchandise does not happen through courier service, then the refund will be given for the same.**
- The delivery is valid only in the Indian Territory.

PRIVACY POLICY

- All the information provided by Customer shall be used for the relevant lawful purposes connected with various functions or activities of Alliance Partner related to services in which the Customer is interested, and/or to help determine the eligibility of the Customer for the product/services requested/ applied/ shown interest.
- The Information shall not be shared with any external organisation with or without interest.
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REFUND & RETURN POLICY

- Being a promotional activity, there is no return policy.
- If the delivery of the merchandise does not happen through courier, then the refund will be given for the same.

REPLACEMENT POLICY

- If the product received by the customer is in damaged condition or have any manufacturing defect the replacement of the same product will be provided to the customer.