

# TERMS AND CONDITIONS

## I. DEFINITIONS

- **"Alliance Partner"** or **"Goibibo"** shall mean iBibo Group Pvt Ltd, who has entered into an alliance agreement with ICICI Bank for purpose of providing the Offer (*defined below*).
- **"Customer(s)"** for the purpose of this Offer (*defined below*) shall mean an authorized holder of a valid MINE credit card issued by ICICI Bank.
- **"Card"** shall mean a valid MINE credit card which has been issued by ICICI Bank and is valid and subsisting during the Offer Period (*defined below*).
- **"goCash"** and **"goCash+"** refers to Goibibo's travel currency that Customer(s) can earn by participating in various promotional activities of Goibibo such as cashbacks, referral and rewards. Customer(s) shall be bound by some usage restrictions for each mode of travel booking. Applicability of gocash/ gocash+ along with other promotional offers shall be subject to terms and conditions for that particular booking.  
1 goCash may or may not be = INR. 1 but 1 goCash+ = 1 INR
- **"Offer"** shall mean instant discount/benefit provided by the Alliance Partner on purchase of Products/Services (*defined below*) using the Card.
- **"Offer Period"** shall mean the period commencing from April 01, 2021 to September 30, 2021, both days inclusive.
- **"Primary Terms and Conditions"** shall mean the terms and conditions applicable to ICICI Bank's credit card facility/service.
- **"Platform"** shall mean Goibibo website "www.goibibo.com", mobile site, android and iOS mobile-based applications only.
- **"Products/Services"** shall mean the goods/benefits/facilities offered by the Alliance Partner.
- **"Void Transactions"** shall mean cases wherein the transaction has taken place but has been rejected /cancelled/ been 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.

## II. OFFER DETAILS

- Up to INR 5,000 instant discount on domestic flights and hotels.

### **A. Offer Period**

April 01, 2021 to September 30, 2021; both days included.

### **B. Eligibility**

- Offer is valid on all Cards (*as defined above*).
- The Offer is valid for bookings made on the Platform.
- Offer is not valid on payments made directly at hotel, or payments made through wallets (including the Goibibo wallet - bonus amount), third-party wallets, cash on delivery, Unified Payments Interface (UPI) and Google Pay.
- Customer(s) cannot use goCash & goCash+ wallet balance with any of the offers.

### **C. Benefits**

Coupon Code	Category	New to Goibibo users	Existing Goibibo users
ICICIGOF	Domestic flights	Flat 6% instant discount (up to INR 800)	Flat 4% instant discount (up to INR 600)
ICICIGODH	Domestic hotels	Flat 7% instant discount (up to INR 5000) on select hotels (not valid on usage of wallet)	

### **III. STEPS TO AVAIL THE OFFER**

- The Customer(s) must visit the Platform.
- The Customer(s) must select the service of choice (domestic flights or domestic hotels)
- The Customer(s) must use the Offer code to avail the instant discount as mentioned in the table on domestic flights and hotels bookings
- The Customer(s) must make the payment using the Card.
- The Offer is valid on bookings made between 0000 hrs to 2359 hrs, from April 01, 2021 till September 30, 2021.

### **IV. TERMS AND CONDITIONS PRESCRIBED BY THE ALLIANCE PARTNER:**

#### **A. For the flight offer:**

1. For flights, discount will be calculated on the booking amount (excluding convenience fee and any ancillaries purchased e.g.: meals, insurance).
2. Customer(s) can avail the Offer once every 30 days under the domestic flights offer (Eg. If the Customer(s) avail the Offer on 15th October, she/he can avail the Offer again only after 15th November).

#### **B. For the hotel offers:**

1. The Customer(s) will receive discounts as per the details mentioned in the table above.
2. For hotels, discount to be calculated on hotel basic price (pre-tax price).
3. Customer(s) can avail the Offer once every 30 days under the domestic hotels Offer (e.g. If the Customer(s) avail the offer on 15th October, she/he can avail the offer again only after 15th November).
4. Customer(s) can make maximum 5 bookings in last 30 days using any eligible offer code on hotel booking.
5. Customer(s) can make maximum 3 bookings in a day using any eligible offer code on hotel bookings.
6. Offer is valid on select hotels.
7. Domestic hotel offer is not valid on same day or +1 day check-ins.
8. Domestic hotels offer is not applicable if the hotel is booked using the pay-at-hotel and Buy Now Pay Later (BNPL) option.
9. This Offer cannot be clubbed with any other offer of the Alliance Partner.

10. ICICI Bank and Goibibo, reserve the right to disqualify any Customer 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 use of the Card.
11. ICICI Bank and Goibibo reserves the right to change the terms and conditions of the Offer, including, extending, withdrawing or discontinuing the same without prior notice.
12. The participation in the Offer is entirely voluntary and it is understood, that the participation by the customer shall be deemed to have been made on a voluntary basis.
13. Any person availing of this offer shall be deemed to have read understood and accepted these terms and conditions.
14. Customer(s) are advised to read and understand the terms and conditions of Goibibo, before availing the benefits of the offer. ICICI Bank merely facilitates its customers to avail the benefits of the offer and is in no way concerned or connected with the terms and conditions of Goibibo.
15. The decision of ICICI Bank and Goibibo in all matters in connection with and incidental to this offer is final and shall be binding on all persons.
16. Offer is not valid on payments made directly at hotel, Wallet (Goibibo wallet - bonus amount), third party wallets, Cash On Delivery (COD), Unified Payments Interface and Google Pay.
17. Customer(s) cannot use goCash & goCash+ wallet balance with any of the offers.
18. Goibibo reserves the right, at any time, without prior notice and liability and without assigning any reason whatsoever, to add/alter/modify/change or vary all of these terms and conditions or to replace, wholly or in part, this Offer by another offer, whether similar to this Offer or not, or to extend or withdraw it altogether.
19. For credit card related claims, the Customer(s) shall approach ICICI Bank and Goibibo shall not entertain any such claims.
20. Goibibo shall not be liable for any loss or damage arising due to force majeure event.
21. Customer(s), who are travel agents by occupation, are barred from making bookings for their customers and Goibibo reserves the right to deny the Offer against such bookings and to cancel such bookings. For such cases, Goibibo will not refund the booking amount.
22. In no event the entire liability of Goibibo under this offer shall exceed the amount of promotional discount under this Offer.
23. Goibibo shall not be liable to for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with the Offer.
24. Disputes, if any, arising out of or in connection with this Offer shall be subject to the exclusive jurisdiction of the competent courts in New Delhi.

25. Customer(s) who fail to enter the promo code or using the wrong promo code shall not be eligible to avail the Offer. ICICI Bank shall, in no way, be liable in the event the Customer fails to enter the coupon code or uses the wrong coupon code resulting in Customer becoming ineligible to avail the Offer.
26. User Agreement and Privacy Policy at Goibibo website shall apply.

### **C. Conditions in case of cancellation**

1. In case of full/partial cancellation, the Offer stands void and the Customer(s) will not be eligible for discounts.
2. Customer(s) shall not be entitled to discounts in the event of cancellation of booking. Goibibo will refund the purchase price after deducting the discount amount and any other applicable cancellation charges/penalty.

### **V. TERMS AND CONDITIONS PRESCRIBED BY ICICI BANK**

1. Terms and Conditions of ICICI Bank and third parties apply. ICICI Bank makes no representation about the quality, delivery, usefulness or otherwise of the goods/services offered by the third party. Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of ICICI Bank / third party.
2. Images used in all the communications pertaining to the Offer are for representation purpose only.
3. If the Customer(s) ceases to be Customer(s) at any time during the subsistence of the Offer, all the benefits under the Offer shall lapse and shall not be available to the Customer/s.
4. All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.
5. All communication / notices with regard to this Offer should be addressed to "ICICI Bank Ltd., ICICI Bank Phone Banking Group, P. O. Box No. 20, Banjara Hills, P. O. Hyderabad - 500034".
6. In all matters relating to the Offer, the decision of ICICI Bank shall be final and binding in all respects.
7. These Terms and Conditions shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the relationship between the Customer/s and ICICI Bank. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions.
8. 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.
9. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Offer shall be borne solely by the Customer(s) and ICICI Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
10. The Customer(s) shall be bound by the terms and conditions stipulated by the Alliance Partner in this regard.
11. 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 the Offer or any of them, without any intimation or notice, written or otherwise to the Customer(s).
12. ICICI Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the Alliance Partner. Any dispute or claim regarding the goods, services and assured gifts / prizes must be resolved by the Customer(s) with the Alliance Partner directly without any reference to ICICI Bank.
13. 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 / offer availed by the Customer/s under the Alliance offered by the Alliance Partner.

14. ICICI Bank reserves the right to disqualify the Alliance Partner/s or Customer(s) from the benefits of the alliance if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the alliance.
15. The Offer is sponsored by the Alliance Partner and the Customer(s) shall be bound by the terms and conditions stipulated by the Alliance Partner in this regard.
16. ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the goods and services.
17. The Offer is not available wherever prohibited and / or on products / services for which such alliances cannot be offered for any reason whatsoever
18. Notwithstanding anything contained in this document, ICICI Bank shall not be held liable for any default or delay in performance of any obligation pertaining to these offers, due to unavoidable situations, beyond the reasonable control of ICICI Bank and not attributable to ICICI Bank including but not limited to fire, flood, casualty, epidemic or outbreak of any disease, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, national calamity, riot, Act of God, any enactment by a law-making authority or the act of any other legally constituted authority, changes in the applicable law, or default of third party or any cause or event arising out of or attributable to war, other than shortage or lack of money.