

## Terms and Conditions of Eazydiner Prime Membership Offer

### I. DEFINITIONS

1. **"Alliance Partner"** shall mean EazyDiner Private Limited who has entered into an alliance agreement with ICICI Bank Limited (**"ICICI Bank"**) for the purpose of providing the Offer (*defined below*).
2. **"Customer(s)"** for the purpose of this Offer (*defined below*), shall mean a person who holds a valid Card (*defined below*) issued by ICICI Bank and who has received communication from ICICI Bank with respect to the Offer.
3. **"Card"** shall mean specifically a debit or credit card which has been issued by ICICI Bank during the Offer Period and is valid and subsisting during the Offer Period (defined below).
4. **"Offer"** shall mean the scheme being offered by the Alliance Partner and ICICI Bank under which the Customer(s) can avail discount by the Alliance Partner on purchase of their products/services using the Card.
5. **"Offer Period"** shall mean the period commencing from October 01, 2019 to December 31, 2021, both days inclusive.
6. **"Void Transactions"** shall mean wherein the transaction has taken place but has been rejected /cancelled/ been unsuccessful by the Alliance Partner.
7. **"Primary Terms and Conditions"** shall mean the general terms and conditions that governs the Card, including but not limited to, the Most Important Terms and Conditions.

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

#### 1. Offer:

#### **Complimentary 2-month Eazydiner Prime Membership for ICICI Bank debit/credit cardholders**

On expiry of the complimentary period, the Customer(s) shall get annual subscription of Eazydiner Prime membership at discounted price of Rs 2495. The amount will be debited automatically from the Customer(s)' account. The Customer(s) shall have the option to opt out of the annual subscription before the completion of the complimentary period.

#### 2. Eligibility Criteria:

- i. The Offer is valid only for select set of **ICICI Bank debit/credit cardholders** selected at the sole discretion of ICICI Bank and who have received communication about the Offer from ICICI Bank, during the Offer Period. The Offer is available for which set of ICICI Bank Customer(s) shall be displayed on the application and / or website of the Alliance Partner.
- ii. Participation in the Offer by the ICICI Bank Customer(s) is on a voluntary basis.
- iii. The Offer is non-transferable, non-binding and non-encashable.
- iv. The Offer is not valid for Void Transactions.

#### 3. Steps to avail the offer (activate complimentary membership)

1. Dedicated website link will be shared with the Alliance Partner by ICICI Bank – <https://www.ezdiner.in/prime-icici>
2. The Customer(s) need to click on the link and register at EazyDiner and make transaction of Rs 2 to validate their Card.

3. Post the successful transaction, 2 months complimentary prime memberships will automatically be activated on the Customer's eazydiner ID.

**4. Terms & Conditions as prescribed by Alliance Partner**

1. Post 2 months complimentary Prime membership, the Customer(s) will be charged for Rs 2495 for 12 months Prime membership.
2. Customer(s) can opt-out any time they wish to before their 2 months complimentary gets over.
3. The EazyDiner Prime deal will be clearly identified on the restaurant screen. All EazyDiner Prime deals will have a minimum of 25% discount as specified in the deal.
4. Not all restaurants bookable on EazyDiner will have prime deals. Some restaurants may also have non-prime deals. All discounts are mentioned clearly against each deal for all restaurants bookable on EazyDiner.
5. One complimentary alcoholic beverage per person (all guests in a single booking) will be offered at select restaurants only. The restaurants offering "One complimentary alcoholic beverage per person" shall have the same mentioned on the restaurant's page as the additional benefit.
6. The restaurants and the offers are dynamic as we constantly improve the product, hence the offers at restaurants may change without any prior notice. In case there are any concerns, please call the EazyDiner Prime hotline at 786 100 4400.
7. All 1+1 deals are valid for a minimum of 2 guests. Example - In case of 3 guests, 2 guests will be charged, and 1 guest will eat for free, in case of 5 guests, 3 guests will be charged, and 2 guests will eat for free.
8. Please inform the restaurant about your reservation through EazyDiner upon your arrival at the restaurant to have a hassle-free experience.
9. The Alliance Partner shall not be liable for the experience at the partner restaurant as we only assist in fulfilling the reservations with the special offers.
10. The Alliance Partner shall not be liable if any restaurant is temporarily or permanently shut. In case there are any concerns, please call the EazyDiner Prime hotline at 786 100 4400.
11. The fee chargeable for the membership plan shall be predetermined and may be revised by the Alliance Partner at its sole discretion, from time to time. Any revision of the membership fee shall be notified to the members fifteen (15) days prior to implementing such revision.
12. 18% GST will be applicable on all subscription plans for EazyDiner Prime.
13. The additional 20% cashback is applicable on select restaurants only.
14. Uploading of the bill, post the meal is mandatory via the EazyDiner mobile-based application for being eligible for the cashback.
15. The restaurants where the cashback is applicable, shall be mentioned on the restaurant page as the additional EazyDiner Prime benefit.
16. The amount of the cash back will be limited up to a maximum of ₹300 per booking and up to ₹1500 for 5 bookings.
17. The cashback will be credited within seven days of uploading the bill. The cashback amount in the wallet will be valid for 15 days from the date of credit.
18. The highlighted savings of Rs.1000 are for a table of 4 and on a blended average in over 1500+ premium restaurants. These savings may vary depending on the number of people dining per table and the average cost per diner.
19. The fee chargeable for the membership plan is non-refundable.

## 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 a cardholder at any time during the subsistence of the Offer, all the benefits under the Offer shall lapse and shall not be available to the cardholder.
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 Limited, ICICI Phone Banking Centre, ICICI Bank Tower, 7th floor, Survey no: 115/27, Plot no. 12, Nanakramguda, Serilingampally, Hyderabad – 500032".
6. 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".
7. In all matters relating to the Offer, the decision of ICICI Bank shall be final and binding in all respects.
8. These Terms and Conditions shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Cards. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions.
9. 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.
10. 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.
11. The Customer(s) shall be bound by the terms and conditions stipulated by the Alliance Partner in this regard.
12. 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).
13. 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.
14. 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.
15. 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 or otherwise by use of the Card.
16. 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.
17. ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the goods and services.

18. The Offer is not available wherever prohibited and / or on products / services for which such alliances cannot be offered for any reason whatsoever
19. 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.

## **Terms and Conditions for ICICI Bank Ltd.**

### **DEFINITIONS**

**"Alliance Partner"** shall mean EazyDiner Private Limited who has entered into an alliance with ICICI Bank Limited ("ICICI Bank") for purpose of providing the Offers.

**"Customer/s"** for the purpose of this Offer shall mean a person who holds a valid ICICI Bank VISA/MASTER Debit Card or holds a valid VISA/MASTER Credit Card issued by ICICI Bank and who has received communication from ICICI Bank with respect to the Offer.

**"Card"** shall mean an ICICI Bank VISA / Master Card Credit card and/or ICICI Bank Debit Card and/or ICICI Bank Prepaid card any other card issued by ICICI Bank

**"Card Holder/s"** shall mean such customer/s to whom a Card has been issued and who is authorized to hold the Card.

**"Offer"** shall mean instant discount/benefit provided by the "Alliance Partner" on purchase of Products/Services using ICICI Bank VISA/MASTER Debit/Credit Card

**"Void Transactions"** shall mean wherein the transaction has taken place but has been rejected /canceled/ been unsuccessful at the ""website"" of the "Alliance Partner".

**"Products/Services"** shall mean the products offered by the Alliance Partner at its stores.

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

## Terms and Conditions prescribed to ICICI Bank Card Holders:

- ^ 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 services and must be resolved by the Card Holder/s with the alliance partner 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 products or services availed by the Card Holder/s under the alliance offered by the Alliance Partner.
- ^ ICICI Bank reserves the right to disqualify the Alliance Partner or the Card Holder/s 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 said Offer or otherwise by use of the Card.
- ^ The Card Holder/s shall be bound by the terms and conditions stipulated by the Alliance Partner in this regard.
- ^ The Offer is sponsored by the Alliance Partner and the Card Holder/s shall be bound by the terms and conditions stipulated by the Alliance Partner in this regard.
- ^ No substitutions or exchange of Offer, other than what is detailed in the communication sent to the Card Holder/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 Card Holder/s.