

## Terms and conditions of Tata CLiQ offer

### I. DEFINITIONS

1. **"Alliance Partner"** shall mean < Tata UniStore 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 (*defined below*).
3. **"Card"** shall mean specifically a Mine 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. **"CLiQ Cash"** is the amount present in the wallet pertaining to the Tata CLiQ account.
5. **"Offer"** shall mean the scheme being offered by the Alliance Partner and ICICI Bank under which the Customer(s) can avail discount on purchase of Products/Services (*defined below*) using the Card.
6. **"Products/Services"** shall mean the goods/benefits/facilities offered by the Alliance Partner.
7. **"Offer Period"** shall mean the period commencing from April 01, 2021 to September 30, 2021, both days inclusive.
8. **"Void Transactions"** shall mean wherein the transaction has taken place but has been rejected /cancelled/ been unsuccessful by the Alliance Partner.
9. **"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

**Offer Period:** April 01, 2021 to September 30, 2021.

**Offer:**

- 15% instant discount
- Minimum purchase: Rs 1000
- Maximum discount: Rs 300
- Coupon code: ICICIMCC

**Steps to avail the Offer:**

1. Visit Tata CLiQ e-commerce website (tatacliq.com), or the mobile site or the mobile-based application during the promotion period for a net transaction value of Rs 1000.
2. Select products of your choice and add to cart.
3. Use coupon code **"ICICIMCC"** before making payment
4. Kindly make payment using the Mine credit card by ICICI Bank.

### III. TERMS AND CONDITIONS PRESCRIBED BY ALLIANCE PARTNER

- Additional instant discount on using the Card on purchases made on the Alliance Partner's website, mobile site or mobile-based application during the promotion period for a net transaction value of Rs 1000.

- The net cart value is the total cart value arrived at after all applicable discounts including coupon code but before availing discounts under this Offer. In case CLiQ Cash is being used to make a partial payment, Net cart value will be calculated after reducing the amount being paid by using CLiQ Cash. To avail of the Offer, the amount being paid by the Card has to be more than the minimum purchase price of the respective offer. The Customer is advised to check the applicability of the discount before proceeding for payment
- Offer is valid only once per Card per Customer during the Offer Period.
- To avail the Additional instant discount, the total payment of the transaction needs to be made using a valid and eligible ICICI Bank Credit Card.
- Offer is available on select products. Offer is not valid on Tata CLiQ gift cards, gold jewellery, gold coins, silver coins, smartphones, seller trent limited, Aditya Birla fashion and retail limited, Pantaloons, Celio Future Fashion Private Limited, Page Industries Limited, Landmark, Apple, select electronics and Tata CLiQ Luxury.
- This Offer is valid for purchases made on the eligible products during the "Offer Period". Cardholders are required to check the product page of the product(s) if the offer is valid for that product.
- Offer not valid on debit card, other credit cards, net banking, commercial, cash/card on delivery, EMI and corporate cards of ICICI Bank
- Tata UniStore Limited reserves the right, at any time, without prior notice and without assigning any reason whatsoever to add/modify/alter/change and/or withdraw this offer at any time at its sole discretion.
- Tata Unistore Limited reserves the right to cancel an order in case of any fraudulent activity including creating duplicate accounts, aliasing, placing multiple orders or violating the terms and conditions. Upon cancellation, the order will not be reinstated.
- Maximum discount that can be availed per order will be as per the offer mentioned above.
- Offer cannot be combined with any other offer/promotion running on the site.
- The discount offered will under no circumstances be settled in cash.
- Any person availing this Offer shall be deemed to have accepted all the terms and conditions.
- Product warranty will be regulated by the terms and conditions mentioned on the warranty card of respective product/manufacturer.
- Any defects in goods or deficiency in services or any claims, issues, damages or losses arising therefrom with respect to the Product/Services shall be the sole responsibility and liability of the manufacturer/seller or the service provider.
- Any query regarding the Offer will be entertained for the offer duration. No correspondence on the same will be entertained after the aforementioned date from any person(s).
- Pictorial representation of product(s) in communication(s) sent to the customers is purely representational. None of the Parties under any circumstance(s) will be responsible to the same.
- Tata UniStore Limited is not charging anything from the customer for their participation in the offer.
- It is not mandatory for the ICICI Bank cardholders to participate in the offer. Participation in the Offer by the card holder is voluntary and free. Participation in the Offer by the Cardholder will be construed as acceptance of the Terms & Conditions of the Offer and Cardholder is advised not to participate in the Offer if such Terms & Conditions are not acceptable.
- "The Offer" is being made purely on best effort basis.

- In case of complete cancellation of the order by the customer the transaction will not qualify for "The Offer". In case of partial cancellation of the order, the customer shall qualify for "The Offer" only on the basis of the net amount payable.
- Offer is valid on- Tata CLIQ app. Offer is not valid on Tata CLiQ Luxury.
- In case of any disputes, the decision of Tata UniStore Limited will be final and binding.
- Product(s) offered are subject to availability by the participating seller(s) on the Tata UniStore Limited platform.
- The Offer is valid only in India. Whosoever participating in the promotional offer/Scheme is deemed to be 18 years of age or more and is also of a sound mind.
- This offer/Scheme shall be subjected to all applicable central/or state laws, rules and regulations
- The competent Court at Mumbai shall have the exclusive jurisdiction for any matter or dispute relating to TUL.
- This document is an electronic record in terms of Information Technology Act, 2000, and the Rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

#### **IV. 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 credit 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.