

MSR – Testimonial Activity - T&C

Definitions

- "Alliance Partner" shall mean Payback, which has entered into an alliance agreement with ICICI Bank for purpose of providing the Offer.
- "Program" shall mean the MySavings Reward Program offered by ICICI Bank in collaboration with PAYBACK.
- "Customer/s" for the purpose of this Offer shall mean ICICI Bank customers enrolled in the MySavings Reward Program.
- "Reward" shall mean the gift hamper sponsored by the "Alliance Partner" to the top 81 Customers earning reward points through the Program at the Customer's base ICICI Bank branch.
- "Reward Points" shall mean the points awarded by ICICI Bank under the Program.
- "Tenure" shall mean the period commencing from September 1, 2012 to August 31, 2014, both days inclusive, wherein the Reward Points must be earned by the Customer.
- "Website" shall mean the website on which the testimonials of the Customers shall be posted; www.mysavingsrewards.com.
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Program.

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. Reward

The Customers who have earned 18,000 or more Reward Points under the Program during the Tenure and who agree to provide a testimonial on the Program shall be given a Reward.

The availability of the Reward is based on the following criteria:

- The Customer must have earned Reward Points more than or equal to 18,000 during the Tenure.
- The Customer must provide a testimonial on the Program.
- The Customer must provide the ICICI Bank base branch with a passport photograph / group photograph with branch staff while giving gift hamper to the customer (photograph can be hard copy or soft copy).

III. TERMS AND CONDITIONS

1. ICICI Bank may use the testimonials in any form of activity relating to ICICI Bank's products and services, in printed and online media, as ICICI Bank Ltd in its absolute discretion thinks fit.
2. ICICI Bank reserves the right to edit or review the testimonials including correcting

grammatical and typing errors, shortening the testimonials prior to publication or use. .

3. ICICI Bank Ltd shall be under no obligation to use whole or any part of a testimonial or product review submitted by the Customers
4. By submitting a testimonial or product review the Customer will be deemed to agree with, give permission to ICICI Bank to publish and/or reproduce any part of the testimonial on the Customer Reviews and Testimonials pages of the ICICI Bank Ltd website and/or in any other website.
5. ICICI Bank does not guarantee and/or make any representation about the usefulness, worthiness and/or character of the Reward/s.
6. ICICI Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the Rewards offered by the Alliance Partner/s. Any issues / queries / complaints / grievances/dispute/claim regarding the Rewards of the Alliance Partner must be resolved by the Customer/s with the Alliance Partner directly without any reference to ICICI Bank. The existence of a dispute, if any, regarding such products, services and/or Gift/s shall not constitute a claim against ICICI Bank.
7. 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 Rewards of the Alliance Partner received by the Customer/s.
8. ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the goods and services or the assured gifts / prizes.
9. All issues / queries / complaints / grievances relating to the Reward, if any, shall be addressed to the Alliance Partner directly on the below mentioned email ID without any reference to ICICI Bank.
Email: membercare@payback.in
10. ICICI Bank reserves the right to modify/ change all or any of the Terms/Rewards applicable without assigning any reasons or without any prior intimation whatsoever.
11. By submitting a testimonial, the Customer will be deemed to have read, understood and agreed to these terms and conditions in full.
12. If the Customer ceases to be so at any time before receiving the Reward, then he shall not be eligible for the Reward and it shall not be available to such Customer.
13. All disputes, if any, arising out of or in connection with or as a result of above offers or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts / tribunals in Mumbai only, irrespective of the courts / tribunals in other areas having concurrent or similar jurisdiction.