

Terms and Conditions: ICICI Bank Debit Card 5% cash back at HPCL Offer

a. Definitions

For the purposes of these terms and conditions (“Terms ”):

- "Card" shall mean ICICI Bank debit card, which has been issued by ICICI Bank and is valid and subsisting during the Program Period.
- “Debit Card Holder/s” shall mean such customer/s to whom a Card has been issued and who is authorized to hold the Card and who has received the communication from ICICI Bank with respect to the Program by way of direct mailer / e-mailer / SMS or any other mode as per the discretion of ICICI Bank.
- “Cash Back” shall mean the amount credited back to the savings account to which the Card is linked, calculated at 5% on all HPCL Transaction carried out during the Month subject to the Terms. The 5% cash back includes 2.5% fuel surcharge waiver applicable for HPCL Transactions
- “Month” shall mean period starting on first day of every calendar month and ending on the last day of the same calendar month during the Program Period.
- "Program" shall mean the “ICICI Bank Debit Card 5% cash back at HPCL Offer”.
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.
- "Program Period" shall mean period commencing from June 1, 2009 to August 31, 2009 (both days inclusive).
- “Void Transaction” shall mean any transaction wherein the transaction has taken place but has been canceled by the Merchant Establishment prior to settlement with ICICI Bank.
- “Retail Purchase” shall mean such non - fuel purchase, which has been made by the Debit Card Holder/s by swiping the Card on any bank’s electronic data capture terminal during the Promo Period.
- “HPCL Transaction” shall mean such fuel purchase which has been made by the Debit Card Holder/s on HPCL outlet by swiping the Card on ICICI Bank electronic data capture terminal during the Program Period.

b. Program / Offer

- The Program is valid for the Debit Card Holder/s only and shall be valid and subsisting during the Program Period, unless otherwise notified by ICICI Bank.
- The Debit Card Holder/s shall be required to carry out minimum five (5) non fuel Retail Purchase in a Month in order to be eligible for the Cash Back on all HPCL Transaction during that particular Month.
- The Cash Back shall be applicable only for those HPCL Transaction which have been carried out in the Month in which the Debit Card Holder/s have carried out minimum five (5) Retail Purchase. The 5% cash back includes 2.5% fuel surcharge waiver available for HPCL Transactions. In the event the Debit Card Holder carries out less than five (5) Retail purchases during the Month, he/she shall continue to get 2.5 % fuel surcharge waiver if the facility is available on the Card under the Primary Terms and Condition.
- The maximum amount of Cash Back towards fuel surcharge waiver that shall be credited to the account of the Debit Card Holder in a Month under the Terms shall be Rs. Fifty only (“50”). The Term supersedes the Primary Terms and Conditions applicable to the Cards and in the event of any inconsistency between the Primary Terms and Conditions and the Terms, the Terms shall prevail.

- The maximum amount of Cash Back that shall be credited to the account of the Debit Card Holder over and above the fuel surcharge waiver amount in a Month under the Terms shall be Rs. fifty only (“50”).
- The Cash Back amount for a particular calendar Month shall be credited to the account of the Debit Card Holder by the 10th day of the next calendar Month. ICICI Bank reserves the right to delay the credit of the Cash Back amount in the event it suspects any fraud or issue by the Card Holder/s or with regard to the Retail Purchase or HPCL Transaction/s.
- The Program is applicable for the Primary Debit Card Holder/s.
Facilities /services on which Cash Back is not available: Cash withdrawals at ATMs and banks, all standing instruction payments, Void Transactions, shall not be eligible for the Program. Bill Pay through ICICI Bank’s Internet Banking channel shall not be eligible for this Program.
- In case of a canceled transaction, the applicable Cash Back amount on that transaction would be debited.
- Acceptance of Cash Back by the Debit Card Holder/s constitutes permission for ICICI Bank and its Affiliates to use the Debit Card Holder/s name, photograph, other details which are furnished to ICICI Bank, voice and comments for advertising and promotional purposes in any medium without being liable to pay any additional charges to the Debit Card Holder/s.

c. Other Terms and Conditions

- The participation in the Program is entirely voluntary and it is understood, that the participation by the Debit Card Holder/s shall be deemed to have been made on a voluntary basis.
- If the Debit Card Holder/s ceases to be the Debit Card Holder/s at any time during the currency of the Program, all the benefits under the Program shall lapse and shall not be available to the Debit Card Holder/s.
- All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.
- All communication / notices with regard to this Program should be addressed to "ICICI Bank Ltd., ICICI Bank Phone Banking Group, P. O. Box No. 20, Banjara Hills, P. O. Hyderabad - 500034".
- In all matters relating to the Program, the decision of ICICI Bank shall be final and binding in all respects.
- These Terms shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the Debit Card of ICICI Bank. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions.
- ICICI Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by the Merchant Establishments. Any dispute or claim regarding the goods and services must be resolved by the Debit Card Holder/s with the Merchant Establishment 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 goods/ services availed of by the Debit Card Holder/s under the Program.
- ICICI Bank reserves the right to modify/ change all or any of the terms applicable to the Program without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the

Program without assigning any reasons or without any prior intimation whatsoever.

- ICICI Bank reserves the right to disqualify any Merchant Establishment or Debit Card Holder/s from the benefits of the Program if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program or otherwise by use of the Card at an ICICI Bank terminal.
- All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the Program shall be borne solely by the Debit Card Holder/s and ICICI Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues. ICICI Bank shall be entitled to deduct or set off the amounts of taxes, etc., if any, mentioned above from all amounts payable by ICICI Bank to the Debit Card Holder/s and balance amount, if any, of Cash Back will be paid to the Debit Card Holder/s / credited to the account of the Debit Card Holder/s.
- The Program is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.