

## Terms and Conditions:

### **A. Definitions**

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

- “Cardholder” / “Card Holder” shall mean a customer to whom a Card has been issued by ICICI Bank Limited (the “ICICI Bank”) and who has received the communication from ICICI Bank with respect to the Program by way of direct mailer / e-mailer / sms or through any other mode as per the discretion of ICICI Bank.
- "Card" shall mean debit card, which has been issued by ICICI Bank ICICI Bank and is valid and subsisting during the Program Period.
- “Gift Offer” or “Gift” shall mean two (2) gift voucher/s of Rs. 1000 each, given on each day of the Program Period, to a Cardholder who does maximum Retail Purchase/s / Transaction/s on such day using the Card on any bank’s electronic data capture terminal or on Internet.
- “Program” shall mean the Gift Offer provided to the Cardholder during the Program Period .
- “Program Period” shall mean the period commencing from 15<sup>th</sup> June, 2009 - to 31<sup>st</sup> August, 2009(both days inclusive) .
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.
- “Retail Purchase(s) /Transaction(s)” shall mean such purchase of goods and/or services, which has been made by the Card Holder/s by swiping the Card on any bank’s electronic data capture terminal or on Internet.
- “**Void Transaction**” shall mean any transaction wherein the transaction has taken place but has been cancelled by the Merchant Establishment prior to settlement with ICICI Bank.
- All capitalized terms used herein but not defined shall have the same meaning as defined under Primary Terms and Conditions

### **b. Program**

- To become eligible for the Gift Offer, the Card Holder shall be required to make maximum Retail Purchase(s) / Transaction(s)\_ during the Program Period using their Card by swiping the Card on any bank’s electronic data capture terminal or on Internet.
- At the end of each day of the Program Period, ICICI Bank shall in its sole discretion, select a Cardholder who has done the maximum amount of Retail Purchase(s)/Transaction(s) on such day . Such Cardholder selected each day shall become eligible for the Gift.
- Any cancellations or foreclosures of the Retail Purchase(s) / Transaction(s)\_before the dispatch of the Gift shall amount to cancellation of the Gift Offer to the Cardholder.

- The Program is valid only on Retail Purchases / Transactions made/done by the Card Holder by using his/her Card ,during the Program Period , unless otherwise notified by ICICI Bank
- A Cardholder shall be entitled to only one Gift Offer during the Program Period.
- Gift Offer is non-transferable, non-binding and non-encashable.
- No substitutions or exchange of Gift, other than what is detailed in the communication sent to the Cardholder shall be allowed. However, ICICI Bank reserves the right to substitute and/or change the Gift or any of them on account of non-availability of Gift, without any intimation or notice, written or otherwise to the Cardholder.
- All visuals of the Gift in the communication sent to the Cardholder are indicative only.
- Cash withdrawals on ATMs are excluded from the purview of the Program and will not be eligible for Gift Offer.
- The Program is not valid for Void Transactions.

**c. Other Terms and Conditions**

- This Program is brought to you by ICICI Bank Debit Cards and is made to Cardholders selected at the discretion of ICICI Bank.
- ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the Gift.
- In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of ICICI Bank.
- ICICI Bank does not guarantee and make any representation about the quality, usefulness, worthiness and/or character of the Gift, and shall not be responsible if the same are in any way found to be defective.
- ICICI Bank will send the Gift to the Cardholder within 14 days from the date of communication of the Cardholder's name as the winner for that day.
- Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Cardholder due to provision of the Gift, shall be to the sole account of the Cardholder. Tax deducted at source, if any, on the monetary value of the Gift shall be payable by the Cardholder.
- No further queries shall be entertained after the closure date of the Program which is 30<sup>th</sup> September, 2009.
- The existence of a dispute, if any, regarding the Gift shall not constitute a claim against ICICI Bank.
- The participation in the Program is entirely voluntary and it is understood, that the participation by the Cardholder/s shall be deemed to have been made on a voluntary basis.
- 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.

- The Program is not available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.
- These Terms and Conditions shall be in addition to and not in substitution / derogation to the terms and conditions governing the Facility / Primary Terms and Conditions. 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.