

## ICICI Bank Credit Card Offer - 5% Cashback Terms & Conditions

### I. Definitions

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

- "Program Period" or "Offer Period" shall mean period commencing from May 06, 2017 to June 05, 2017 (both days inclusive).
- "Cashback" shall mean cashback of 5% on cumulative spends value of ₹8,000 or more during the offer period. Maximum cashback up to ₹1000 per card per customer
- "Program" or "Offer" shall mean cumulative purchases (Online/offline transactions both inclusive) of Rs.8, 000 or above using ICICI Bank Credit Card to get the cash back as mentioned above only on the card as mentioned in the Bank's mode of communication.
- "Program registration" or "Offer registration" shall mean the activity of indicating interest in the offer by giving a missed call on 7069577555 by those customers who have received the communication by the Bank.
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.
- "Void Transaction" shall mean any transaction wherein the transaction has taken place but has been cancelled by the Merchant prior to settlement with ICICI Bank.

### II. Program / Offer

- The Offer is valid for select ICICI Bank Credit Card Holder/s only who have received the offer communication through Bank's mode of communication (SMS/Email) and have completed Offer registration within Offer period.
- The Offer is applicable only on cards on which the customer has received the communication from the bank. It is not valid for void transactions.
- Cashback shall be applicable only for those who have registered for the Offer and made at least **5 purchases/ transactions** (which are Swipe/Non Swipe or Ecommerce/Offline transactions) amounting to a total of Rs 8, 000 or above using ICICI Bank Credit Card within Offer Period.
- Bank shall communicate the offer multiple times during the offer period to the select base of cardholders. All transactions done within the offer period shall qualify for the offer. Although registration for the offer can be done any time within the offer period upon Bank's communication of the offer.
- Upon the Card Holder/s fulfilling the offer requisites, as per the offer Terms and Conditions, the cashback amount will be credited within 60 working days of the end of the offer period.
- In case of a cancelled transaction, and post cancellation of transaction, the total purchases by the Cardholder during the offer period becoming less than ₹8,000, cashback would be debited from the cardholder's account if cashback has been given already.
- No queries will be entertained 90 days after the closure date of the Offer.

### III. Other Terms and Conditions

- The participation in the Program is entirely voluntary and it is understood, that the participation by the ICICI Bank Card Holder/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 Limited, ICICI Phone Banking Center, ICICI Bank Tower, 7th floor, Survey no: 115/27, Plot no. 12, Nanakramguda, Serilingampally, Hyderabad – 500032, India.
- 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 ICICI Bank Credit Card of ICICI Bank. All capitalised terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms and Conditions.
- 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 ICICI Bank Credit 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 ICICI Bank Credit 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
- The Program is not available wherever prohibited and/ or on merchandise/ products/ services for which such programs cannot be offered for any reason whatsoever.

#### **IV. EMI Terms and Conditions**

- Transaction of Rs.3,000 and above only can be converted to EMI
- EMI facility on ICICI Bank Credit Cards is available only at select retail stores and online merchants.
- EMI Facility is not available on Cash withdrawal, Fuel, Jewelry or Gold Transactions.
- EMI facility is not available on ICICI Bank EMI Card, Corporate Credit Card, Business Card and ICICI Bank American Express Card.
- One month advance Interest + Service tax as applicable will be charged in case of EMI foreclosure to the Card Member.
- The Card Member has understood that by availing EMI facility, the Card Member shall not be, unless otherwise stated by ICICI Bank in writing, eligible for any reward points whatsoever, whether awarded under the ICICI Bank Reward Points Scheme or any other reward points scheme on the card that may be announced by ICICI Bank from time to time.
- The card member may cancel the EMI facility within 15 days from the date of transaction by calling ICICI Bank Customer Care. The original transaction amount which was converted into EMI shall be debited back to the customer and all charges related to EMI conversion shall be reversed back, but only if the card member has called up within 15 days from the transaction date. Charges levied shall not be reversed in case, Card Member has called up after 15 days.
- The Card Member shall inform ICICI Bank by calling ICICI Bank Customer Care for cancellation of EMI facility within 2 days from the date of refund received by the Card Member on his/her Credit Card against a particular transaction.
- In case of partial refund happening on an EMI transaction, Card Member shall intimate ICICI Bank by Calling up ICICI Bank Customer care within 2 days of refund received from the merchant in order to avoid any extra charges being levied to the Card member due to original Transaction amount.

#### **V. Other terms and conditions relating to Instant EMI on ICICI Bank retail Credit Cards**

- "EMI" or "Equated Monthly Installment" means the equated monthly installment of amounts payable by the Card Member to ICICI Bank comprising of principal amount, interest and any/ or other charges, if applicable.

- "Instant EMI" refers to the conversion into EMI upon request by the Card Member, of transactions performed using the retail Credit Card on EDC (Electronic Data Capture) terminal installed at a merchant outlet and/or for such online transactions, where the option for EMI payment is available.
- Instant EMI on the Credit Card, without prejudice to the obligation of the Card Member to make Immediate payment on the incurring of the charge, the Card Member may seek to avail of the option of paying for certain purchases through Equated Monthly Installments (EMIs) as will be informed to the Card Member by ICICI Bank and as indicated in the Statement sent to the Card Member which shall be subject to the following terms:
- In case any portion of the billed and outstanding charges are not permitted to be paid in Instant EMI and such portion is not paid by the Payment Due Date, the same will bear and carry an interest, service tax and late payment fee at the rate and in the manner stated in Clause VI;
- The Instant EMI facility will be available with respect to the Credit Card which presently comprise of the following purchases, viz., New purchases at online or/and offline Merchant Establishment; .
- The Instant EMI facility is available to the Card Member at ICICI Bank's sole discretion and such facility will be available for period and at Merchant Establishments as ICICI Bank may decide. The rate of interest for Instant EMI will be Card Member and Merchant specific as decided by ICICI Bank and may vary from time to time; the amount of transaction, the tenure for repayment and other payment particulars will be Card Member and Merchant specific as ICICI Bank may decide.
- The Instant EMI facility is not applicable on ICICI Bank EMI Card, Corporate Credit Card, Business Card and American Express Card. ICICI Bank" and "I-man" logo are trademarks and property of ICICI Bank Limited. Misuse of any intellectual property or such other ancillary or related content with respect to this product/offer/program is strictly prohibited.
- The Card member shall be charged an interest rate on a monthly reducing basis, for availing the Instant EMI facility. The interest rate applicable will be communicated to the Card Member at the point of sale and will also be mentioned on the charge-slip.

#### Repayment:

- The Card Member shall repay the facility and interest thereon in EMIs. The interest shall be at such rate which has been indicated by ICICI Bank to the Card Member at the time of making the offer for the facility and also as communicated to the Card Member on the charge-slip. The interest calculation will start from the time the transaction has been booked for the facility. The amount of the EMIs together with other details of the Facility (including rate of interest) shall be also communicated to the card member at his/her registered email/ mailing address.
- The amount of EMI due for a particular month shall subsequently be reflected in the Credit Card statement of account (the "Statement") of that particular month. The Card Member hereby authorizes ICICI Bank to debit the card account of the Card Member on a monthly basis for the amount of EMI due for that particular month, as has been intimated to the Card Member through the statement. Principal and interest will be mentioned separately in the Statement. The Card Member shall make payment of the EMI and all other charges by way of cash, cheque, draft, through internet, or payment instructions, to ICICI Bank and the cash limit / credit limit shall be reinstated to the extent of the amount of EMI repaid by the card member.
- The Card Member shall be required to pay the entire amount of the EMI for a particular month on the due date, as indicated in the statement and the same shall not be permitted to be carried forward/included in the next statement. In the event the payment is not made by the due date as specified, it shall be construed as a default by the card member and card member shall become liable to pay the amount together with late payment charges.

- Service tax of 15% (includes Swachh Bharat Cess @0.5% and Krishi Kalyan Cess @ 0.5%) w.e.f June 01, 2016 will be applicable on the interest component as per the Govt. mandate.

#### Prepayment of Facility:

The Card Member may close the facility (prepayment of the outstanding amount) at any time by contacting ICICI Bank's Customer Care to avail of the foreclosure. The Card Member necessarily has to call up the ICICI Bank Customer Care for complete prepayment of the facility.. ICICI Bank shall, without prejudice to all rights and remedies, have the right to call upon the Card Member to forthwith repay the Facility, all interest thereon and all other monies in respect of the facility upon occurrence of event of default in payment of EMI for more than two consecutive months and the card member shall be liable to repay all such amounts upon such demand.

#### Cancellation of Facility:

- The Card Member may cancel the facility within 15 days from the date of transaction by calling ICICI Bank Customer Care. In case of cancellation, the original transaction amount which was converted into EMI shall be debited back to the customer account and all charges relating to such EMI conversion shall be reversed, but only if the Card Member has called up within 15 days from the date of transaction.
- The Card Member shall inform ICICI Bank by calling ICICI Bank Customer Care for cancellation of the Instant EMI facility within 2 days from the date of refund received by the Card Member on his/her Credit Card against a particular transaction.
- Refund coming from a Merchant on a Card Member's Card will not be considered as a payment.

#### Particular Affirmative Covenants:

- The Card Member has understood ICICI Bank's method of calculating EMIs payable.
- The Card Member has understood that by availing the facility, the Card Member shall not be, unless otherwise stated by ICICI Bank in writing, eligible for any reward points whatsoever, whether awarded under the ICICI Bank Reward Points Scheme or any other reward points scheme on the card that may be announced by ICICI Bank from time to time.
- The Card Member shall not be eligible for any reward points on cancellation of the Instant EMI facility whatsoever.
- The Card Member shall renew the card forthwith in the event the period of the card expires during the tenure of the facility. In the event of failure of the Card Member to renew the card as stated above, ICICI Bank shall be entitled to call upon the Card Member to forthwith repay the facility without prejudice to all rights and remedies against the Card Member.
- The Card Member shall notify ICICI Bank, in writing, of any change in the Card Member's address within a week of such change.
- The Card Member is deemed to have accepted these terms and conditions upon the Card Member having requested for the facility.
- Repayment by the Card Member of the entire amount of the facility to ICICI Bank shall release the credit limit and/or cash limit for which the Card Member is eligible by virtue of holding the card.
- The Card Member shall make payment of all taxes, duties, levies (including service tax) in connection with the facility.

Liabilities of the Card Member:

ICICI Bank reserves the right to require the Card Member to make advance payment of one or more EMIs against grant of the facility, and ICICI Bank shall have the right to adjust the amount of the advance EMIs towards the balance amount of the facility, at its sole discretion

Events of Default:

If one or more of the events specified in this Clause ("Events of Default") occur or shall have occurred, ICICI Bank may foreclose the facility by a notice in writing to the card member.

- The Card Member's commission of a breach of any of the terms and conditions along with covenants herein contained or having made any misrepresentation to ICICI Bank.
- The Card Member's having been declared as an insolvent.
- Any proceedings for misconduct having been initiated against the Card Member.
- The Card Member's failure to furnish any information or documents that may be required by ICICI Bank.
- The Card Member's entering into any composition with his/her creditors.
- The Card Member's defaulting on any of the terms and conditions of any other loan or facility provided by ICICI Bank to the card member.
- The existence of any other circumstances which, in the sole opinion of ICICI Bank, jeopardize ICICI Bank's interest.

Upon the occurrence of any Event of Default as specified above, ICICI Bank shall be entitled to exercise rights and remedies available to it under these terms and conditions as also the primary terms and conditions.