

I. Definitions

- For the purpose of these terms and conditions ("Terms and Conditions"):
- "Program Period" or "Offer Period" shall mean period commencing from November 15, 2018 to December 31, 2018 (both days inclusive).
- "Purchase" shall mean such purchase, which has been made by select ICICI Bank American Express Credit Card Holder/s by entering card details for making payments at online merchant payment gateway during the Offer Period or using/swiping their ICICI Bank American Express Credit Card at physical merchant outlets.
- "Amazon Voucher/Amazon Gift Card" shall mean voucher of the monetary value which can be redeemed on www.amazon.in or amazon app. It will be shared with the eligible cardholders on spending using their ICICI Bank American Express Credit Cards as per the offer criteria.
- "Program" or "Offer" shall mean making the purchases of the defined amount or more using ICICI Bank American Express Credit Card to get the voucher as mentioned above.
- "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 online Merchant prior to settlement with ICICI Bank.

II. Program / Offer

- The Offer is valid for select ICICI Bank American Express Credit Card Holder/s only to whom the Bank has chosen to communicate the offer through SMS/Email or any other mode of communication.
- Amazon vouchers to be shared with the eligible cardholders on the basis of the total spends the card holder has done during the offer period as per the offer criteria.
- The denomination of the vouchers will be as under:

| | | | |
|----------------------------|----------------|---------------|----------------|
| Spends (INR) | 10,000 -19,999 | 20,000-39,999 | 40,000 or more |
| Amazon voucher value (INR) | 1,000 | 2,000 | 4,000 |

- The Offer is not valid for void transactions and applicable only on select ICICI Bank American Express Credit Cards.
- A customer can avail only one voucher at a time pertaining to the spends done during the offer period.
- In case of a cancelled transaction, and post cancellation of transaction, the total spends made by the Cardholder during the offer period becoming less than the no of qualifying spends value; the voucher will stand cancelled if it has already been shared with the customer.
- No queries will be entertained after 90 days from the offer month end date.
- Under no circumstances, the validity of the vouchers can be extended or a new voucher be issued in case the customer does not add the voucher to the amazon pay account within the timeline as mentioned.

IV. Amazon Voucher Terms and Conditions

- Amazon.in Gift Cards issued by Qwiksilver These terms and conditions apply to Amazon.in Gift Cards issued by Qwiksilver Solutions Private Limited (Qwiksilver). Qwiksilver is a private limited company organized under the laws of India, and is the issuer of Gift Cards. By purchasing or using a voucher, you are agreeing to and accept these terms and conditions.
- Redemption: Gift Cards may only be redeemed toward the purchase of eligible products on www.amazon.in. Purchases are deducted from the redeemer's Gift Card/vouchers balance. Any

unused Gift Card balance will remain associated with the redeemers Amazon.in account and applied to purchases in order of earliest expiration date. If a purchase exceeds the redeemers Gift Card balance, the remaining amount must be paid with by credit card, net banking or debit card. No fees or charges apply to Gift Cards. Qwikcilver may provide Gift Card purchasers with information about the redemption status of Gift Cards that they purchase or use.

- Limitations: Gift Cards cannot be used to purchase other gift cards. Gift Cards cannot be reloaded, resold, transferred for value or redeemed for cash. Unused Gift Card balances associated with an Amazon.in account may not be transferred to another Amazon.in account. No interest will be payable by Qwikcilver on any Gift Card or Gift Card balance. Qwikcilver makes no representation or warranty that www.amazon.in will always be accessible without interruption.
- Fraud: Qwikcilver is not responsible if a Gift Card is lost, stolen, destroyed or used without permission. Amazon Seller Services Private Limited (Amazon) will have the right to close customer accounts and take payment from alternative forms of payment if a fraudulently obtained Gift Card is redeemed and/or used to make purchases on www.amazon.in.
- Governing Law and Jurisdiction: These terms and conditions are governed by and construed in accordance with the laws of India. You, Qwikcilver and Amazon each agree to submit to the exclusive jurisdiction of the courts at Bangalore. You agree to indemnify Qwikcilver and Amazon for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these terms and conditions.
- Limitation of Liability: NEITHER QWIKCILVER NOR AMAZON MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY WILL BE THE REPLACEMENT OF SUCH GIFT CARD. IF APPLICABLE LAW DOES NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
- General Terms: The Amazon.in Conditions of Use apply to Gift Cards. Qwikcilver reserves the right to change these Gift Card terms and conditions from time to time in its discretion and without prior notice to you. All terms and conditions are applicable to the extent permitted by law.
- View your gift card transaction statement: <https://gcbal.qcamz.qwikcilver.com/SSA>

Detailed process of how to use the voucher:

How to Add a Gift Card to Your Account:

- When you add an Amazon Gift Card to your account, the funds will be stored in Your Account and automatically apply to your next eligible order. The original expiration date, if any, applies to any unused funds.
- To add a Gift Card to your account, go to View Amazon Pay Balance
- To add a Gift Card:
 - Locate the gift card code sent to your registered email ID.
 - Go to Your Account
 - Click View Amazon Pay Balance

- In the field under Add Gift Card / Voucher Code to Account, enter your claim code and click Add to Your Account
- Your gift will be added to your account and you can use these funds to make a purchase.
- You may also directly redeem the gift card from your email by clicking on the Add to my Account link. You will be asked to login to your Amazon.in account and your gift card funds will be automatically added to Your Account.
- You can view all your gift cards and the associated details in your Manage Gift Cards page
- Any query related to vouchers not working – Customers can reach out to Amazon customer care no: 180030002047/ 180030009009
- For vouchers sent to the customers on March 11 – March 12, 2019, the vouchers can be claimed by the eligible customer only till June 8, 2019 i.e. the customer has to add the voucher in his/her account on or before 8th June'19, post which the voucher will be valid for a period of 1 year from the date the customer adds the voucher into his/her account. In the event the customer does not add the voucher/vouchers to his/her account, the voucher/vouchers will be held as expired.

V. Other Terms and Conditions

- The participation in the Program is entirely voluntary and it is understood, that the participation by the select ICICI Bank American Express Credit 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 American Express 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 American Express 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 American Express 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.