

I. Definitions

For the purpose of these terms and conditions ("Terms and Conditions"), the following terms shall have the meanings ascribed to them hereunder:

- "Day" shall mean period of 24 hours, starting from 12.00 A.M. and ending at 11.59.00 P.M. during the Program Period.
- "Facility " shall mean the single highest retail (toll) expenditure by a Tag holder, during the Program Period. The retail toll expenditure for the day would be from 12.00.00 AM to 11.59.00 PM.
- "Gift Offer" or "Gift" shall mean a gift of an Amazon Gift Card worth Rs 5000 (subject to change) to the Tag holder, in the event of the Facility being availed by a Tagholder, during the Program Period and the necessary criteria for being eligible for such Gift having been duly met by such Tag.
- "Primary Terms and Conditions" shall mean the terms and conditions applicable to the Tag in addition to these Terms and Conditions.
- "Program" shall mean the assured Gift Offer, for the Tag holder(s) availing the Facility during the Program Period.
- "Program Period" shall mean the period commencing from October 10, 2018 and ending on December 31, 2018 (both days inclusive), during which the Facility can be availed by the Tag holder(s).
- "Retail expenditure" shall mean usage of Tag on national highways for making payment against toll
- "Tag holders(s)" shall mean a customer of ICICI Bank, to whom the Facility has been granted by virtue of such customer holding a Tag.
- "Tag" shall mean a FASTag, which has been issued by ICICI Bank to the customer(s) and is valid and subsisting during the Program Period.
- "Void Transaction" shall mean any transaction wherein the transaction is not a proper toll transaction as per the regulations defined by competent authorities.

II. Program / Offer

- The Program is valid for the Tag holder/s only and shall be valid and subsisting during the Program Period, unless otherwise notified by ICICI Bank. The Tag holder/s shall be required to carry out a minimum of Rs 5000.00 as cumulative toll amount expenditure using the Tag during the Program Period.
- Customers who have only one tag Account under their customer Identification number are eligible for this Gift offer
- The Program construction shall be as follows:
 - 5 Highest toll spenders amongst all eligible Tag holder(s), during the Program Period, shall qualify for the Gift. Highest toll spender will be the Tag holder who avails Facility i.e. the person who does the maximum toll expenditure on Tag, during the Program Period.
 - In case of a tie between two or more Tag holders availing Facility who have done the highest toll spends, the Tag holder who has done the first transaction during the Program Period will be eligible for the Gift, for instance, if tag holder A and tag holder B both have spent a total of INR 75,000, which is the highest spend during the Program Period, and tag holder A had completed the first transaction

during the Program Period at 10.01 A.M. while tag holder B had completed the same at 10.11 AM., then tag holder A will become eligible for the Gift 1.

- One customer is eligible for only one Gift. i.e. if a customer holds multiple customer identification numbers and out of these multiple customer identification numbers figure in the top 5, that Tag holder will be eligible for only one Gift.

- The winners' list shall be displayed on ICICI Bank's website within 60 days after the Program Period. The dispatch of the Gifts will start after 90 days of Program Period post successful TDS deduction wherever applicable.

- Gift shall be sent to the qualifying Tag holder(s) within 90 days of the end of the Program Period post successful deduction of TDS wherever applicable.

- A transaction which shall not be considered as a valid transaction for the purpose of the Program are:
 - Incorrect Vehicle Class Tag is affixed on the vehicle
 - Double debit on a single transaction which is corrected later to a single transaction. Only one transaction will be considered.

- This Program cannot be clubbed with any other program that may be made available to the Tag holders by ICICI Bank.

- ICICI Bank shall, with the help of the authorized vendor, attempt to have the Gift delivered at the registered mailing address of the winning Tag holder. If the Gift is undelivered, ICICI Bank shall, at its sole discretion, attempt to have the Gift delivered one more time. If the Gift is still undelivered, ICICI Bank shall hold the Gift till February 28, 2019 within which period, the Tagholder should contact ICICI Bank to avail the Gift. After the expiry of this time period, ICICI Bank shall be under no obligation to entertain any requests or claims for the Gift. In order for the Gift to be delivered to the eligible and winning Tag holder, the Tag holder understands and permits ICICI Bank to share the Tag holder(s)'(s) details like name, address, phone number etc. with the authorized vendor for delivery of the Gift.

- Any cancellations, reversals or foreclosures on the Facility, before the dispatch of the Gift will amount to cancellation of the Gift Offer to the Tag holder.

- A Tagholder shall be entitled to only one Gift Offer corresponding to the total amount of the Facility availed by the Tag holder, 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 Tag holder 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 Tag holder.

- All visuals of the Gift in the communication sent to the Tag holder are indicative only.

III. Other Terms and Conditions

- If a tag holder ceases to be a Tag holder, at any time during the Program Period, all the benefits under the Program shall lapse and shall no more be available to such Tag holder.

- In case a Tag holder cancels or reverses any transaction/s, due to which he/she had qualified for the Gift, then the Tag holder shall not be eligible for the Gift.

- Any changes in the transaction amounts due to chargebacks, violations or any other adjustment will be considered only till February 10, 2019.
- This Program is brought to you by ICICI Bank's Prepaid Cards department and is made available only to Tag holders 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, in any way, is found to be defective.
- ICICI Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of the use or otherwise of any goods/ services availed of by the Tag holder/s under the Program.
- ICICI Bank reserves the right to disqualify/ exclude any merchant establishment or Tag holder from 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 Fastag.
- No queries shall be entertained after 90 days from the closure date of the Program Period. The existence of a dispute, if any, regarding the Gift shall in no event constitute a claim against ICICI Bank.
- The participation in the Program is entirely voluntary and it is understood, that the participation by the Tag 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 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. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the terms and conditions applicable to 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.