

Terms and Conditions:

1. Definitions

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

- 1.1 "**Eligible Cardholder(s)**" shall mean an ICICI Bank American Express Credit Card customer whose accounts are valid and in good standing with ICICI Bank and who has been granted the Facility by virtue of such customer holding a Card.
- 1.2 "**Card**" shall mean an American Express Credit Card, which has been issued in India by ICICI Bank and is valid and subsisting during the Program Period.
- 1.3 "**Facility**" shall mean first Retail Purchase transaction of minimum value of Rs.250 made by the Eligible Cardholder within 60 days of card set-up.
- 1.4 "**Calendar Month**" shall be defined as the period from 1st of the month to 30th/31st of the month as applicable during the Program Period.
- 1.5 "**Gift Offer**" shall mean a gift of specified item/s to the Cardholder, in the event of the Card Application being received during the Program Period and the necessary criteria for being eligible for such gift having been duly met by such Cardholder and shall collectively include the Gift offer.
- 1.6 "**Gift**" shall mean a gift of 2 BookMyShow discount vouchers (Rs. 250 each) worth a maximum of Rs. 500, which the Cardholder(s) availing Facility shall be eligible for, upon meeting the requisite criteria.
- 1.7 "**Winpin voucher**" refers to a discount coupon in the form of a 16-digit promo code which can be redeemed against ticket bookings at BookMyShow website / mobile application to avail discounts.
- 1.8 "**Program**" shall mean the assured Gift Offer, for the Cardholder(s) having applied for the card during the Program Period and availing the Facility based on requisite criteria.
- 1.9 "**Program Period**" shall mean the period commencing from September 15, 2015 to December 15, 2015 (both date inclusive) for receipt of the card application, following which the Facility is availed by the Cardholder.
- 1.10 "**Primary Terms and Conditions**" shall mean the terms and conditions applicable to the Card in addition to these Terms and Conditions.

2. Program / Offer

2.1. The Program / Offer is valid for eligible Cardholder/s only and shall be valid and subsisting during the Program Period, unless otherwise notified by ICICI Bank.

2.2. The Program construct shall be as follows:

2.2.1. Eligible Cardholders carrying out their first Retail Purchase Transaction using their Card within 60 days of card setup, wherein the application for such card was received during the program period shall qualify for the Gift.

2.2.3. Gift Offer is non-transferable, non-binding and non-encashable.

2.2.4. No substitutions or exchange of Gift, other than what is detailed in the communication sent to the Cardholder shall be allowed. Notwithstanding anything contained herein 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.

2.2.5. All visuals of the Gift in the communication sent to the Cardholder are indicative only.

2.2.6. Retail Purchase Transaction shall need to be a valid Retail Point of Sale transaction with minimum value of Rs.250. This offer shall not apply to internet transactions or any other type of transactions including cash withdrawals, balance transfers or any other fee or penalty payments.

2.2.7. Retail Purchase transactions across primary and supplementary Cards, for each Card Account, shall be eligible for the offer.

2.2.8. For Eligible Cards, the qualifying Cardholder(s) as per the criteria mentioned above shall be sent the Winpin voucher(s) through an email or courier (in case the Cardholders' email ID is not registered) by ICICI Bank, within 30 working days from the end of the calendar month in which the first Retail purchase transaction is made in the card account.

2.2.9. Only the First Retail Purchase Transaction of minimum value of Rs.250 that reflects in the Cardholder's account within 60 days of Card set-up, shall qualify for the Cardholder for the Offer.

2.3. This Program cannot be clubbed with any other program that may be made available to the Cardholders by ICICI Bank.

2.4. Any cancellations of the retail transaction, before the dispatch of the Gift shall amount to cancellation of the Gift Offer to the Cardholder.

2.5. The Winpin voucher terms of use are as below:

- 2.5.1. Each Winpin voucher shall allow the Cardholder to get a ticket discount of up to a maximum of INR 250 on purchase of movie tickets on BookMyShow. In case the ticket amount selected is more than INR 250, the customer can pay for the remaining amount and continue to enjoy the discount of INR 250.
- 2.5.2. The amount of the Winpin voucher gets adjusted against the ticket(s) cost only.
- 2.5.3. Winpin Voucher(s) can be redeemed only on BookMyShow website/mobile App and cannot be redeemed directly at the cinema/venue box office.
- 2.5.4. Each Winpin shall be valid for a maximum of 60 days from the date of issuance and can be used only once within the validity period. Thus, any balance amount cannot be carried forward or reused.
- 2.5.5. If lost/misused, the Winpin voucher cannot be replaced/refunded and cannot be revalued.
- 2.5.6. The Winpin voucher cannot be exchanged for point(s)/cash and cannot be re-validated after its expiry. The use of Winpin voucher shall be subject to BookMyShow's General Terms of Use. Any customer grievance regarding the use of the voucher shall be addressed by BookmyshowBookMyShow's decision shall be final in case of any dispute arising thereof.
- 2.5.7. BookMyShow may change (add to, delete, or amend) the Winpin voucher terms of use from time to time. Unless stated otherwise, the changes shall apply to any new BookMyShow vouchers that are for personal, non-commercial use and enjoyment only. The same may be shared with family and friends, but may not be advertised, sold or used as promotional items by the purchaser or anyone else without BookMyShow's prior written consent.

3. Other Terms and Conditions

- 3.1. This Program is brought to you by ICICI Bank Credit Cards and is made to Cardholders selected at the discretion of ICICI Bank.
- 3.2. ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the Gift.
- 3.3. In the event any alternative Gift is offered, selection of the same shall be at the sole discretion of ICICI Bank.

- 3.4. 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.
- 3.5. 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.
- 3.6. No further queries shall be entertained after the closure date of the Program.
- 3.7. The existence of a dispute, if any, regarding the Gift shall not constitute a claim against ICICI Bank.
- 3.8. 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.
- 3.9. All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.
- 3.10. 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".
- 3.11. In all matters relating to the Program, the decision of ICICI Bank shall be final and binding in all respects.
- 3.12. The Program is not available wherever prohibited and / or on merchandise / products/ services for which such programs cannot be offered for any reason whatsoever.
- 3.13. 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.
- 3.14. 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.