Terms and Conditions for MakeMyTrip ICICI Bank Credit Card

These Terms and Conditions apply to and regulate the 'MakeMyTrip ICICI Bank Credit Card' and are in addition to and not in derogation of the Terms and Conditions governing the Credit Card facilities of ICICI Bank available on www.icicibank.com and the application form signed and submitted by the Primary Cardholder and the Add-on Cardholder. The Cardholder hereby gives consent that to the extent of any inconsistency between these Terms and the Primary Terms and Conditions, these Terms will prevail. Terms used in capitalised forms not defined herein, will have the meanings ascribed to them under the Primary Terms and Conditions.

MakeMyTrip ICICI Bank Credit Card offers a dual proposition, providing customers with both Mastercard and RuPay variants at the time of card issuance. We recommend keeping both the cards active to enjoy all the benefits available on the cards.

1. Definitions:

In the Terms, unless there is anything contrary to the subject or context thereof, the following words/ expressions will have the meanings as stated herein:

- 'Anniversary Year' means 12 months from the date of issue of a Credit Card and each 12-month period thereafter
- 'Annual Fee' is the cost that is automatically charged to your account for the use of the Credit Card during the relevant Anniversary Year
- 'Cardholder' means collectively the Primary Cardholder and Add-on Cardholder
- 'Joining Fee' means the fee levied to the Primary Cardholder which has to be paid after the first Statement is generated
- 'MMT' means MakeMyTrip (India) Private Limited, a company incorporated under the provisions of the Companies Act, 2013
- MMTBLACK is a loyalty programme by MakeMyTrip that offers benefits for travel. The programme has two tiers: MMTBLACK Gold and MMTBLACK Platinum and the memberships are based on the customer's annual spends and number of bookings
- 'MakeMyTrip Terms and Conditions' mean the Terms and Conditions prescribed and hosted on the MakeMyTrip website governing Credit Cards, available on https://promos.makemytrip.com/mmt-icici-rupay-card-terms.html
- 'myCash' refers to the reward points earned on spends using the MakeMyTrip ICICI Bank Credit Card which are transferred to the MakeMyTrip wallet
- 'Standard Terms' will include these Terms, Primary Terms and Conditions and MakeMyTrip Terms and Conditions
- 'Statement' means the monthly statement of an account sent by ICICI Bank to the Primary Cardholder setting out the financial liabilities for the relevant billing period, of such a Cardholder to ICICI Bank with respect to the Credit Card.

2. MakeMyTrip Voucher worth ₹ <1000> (Joining Benefit)

- ₹ <1000> MakeMyTrip voucher will be issued to the Primary Cardholder within
 <45> business days of the payment of the Joining Fee
- This voucher is valid for purchases made on the MakeMyTrip platform only with a validity of 12 months from the date of issuance
- This voucher is applicable on MakeMyTrip flights, hotels, holiday packages, bus and cab bookings
- For flights, hotels, holiday packages, cab and bus bookings, the voucher can be redeemed on www.makemytrip.com or on the MakeMyTrip apps available on Android & iOS using the following steps:
 - i. Select the flight/ hotel/ holiday package/ bus/ cab and fill in the required details till you reach the payment page
 - ii. On the website, click on 'More options' and select 'Gift Card' as your payment mode
 - iii. You will be able to see the active vouchers/ Gift Cards or you can enter the 16-digit voucher/ Gift Card number and the 6-digit PIN
 - iv. Click on 'Make Payment' and pay the balance amount (if any) using any other payment mode listed on the payments page
- This voucher is valid for partial redemption. The balance will remain in the voucher till the validity period and can be reused for multiple transactions
- Multiple vouchers/ Gift Cards (up to 3) can be combined and used for 1 booking
- To know more about the Terms and Conditions, visit https://promos.makemytrip.com/mmt-icici-rupay-card-terms.html

3. MakeMyTrip Hotel Voucher worth ₹ <1000> (Renewal Benefit)

- ₹ <1000> MakeMyTrip Hotel Voucher will be issued to the Primary Cardholder within <45> business days of the payment of the Annual Fee
- This voucher is valid on the hotel and homestay bookings made on the MakeMyTrip platforms with a validity of <3> months from the date of issuance
- The voucher can be redeemed on www.makemytrip.com or on the MakeMyTrip apps available on Android & iOS using the following steps:
 - Select the hotel and fill in the required details till you reach the payment page
 On the website, click on 'More Options' and select 'Gift Card' as your payment mode
 - You will be able to see the active vouchers/ Gift Cards or you can enter the
 16digit voucher/ Gift Card number and the 6-digit PIN
 - Click on 'Make Payment' and pay the balance amount (if any) using any other payment mode listed on the payments page.
- ₹ <1000> MakeMyTrip Hotel Voucher can be used along with the MakeMyTrip discount applied by you at the time of hotel booking

- This voucher cannot be redeemed on booking flights, holiday packages, buses, cabs, trains, activities/ experiences and Visas on MakeMyTrip platforms
- This voucher is valid for partial redemption. The balance will remain in the voucher till the validity period and can be reused for multiple transactions
- Multiple vouchers/ Gift Cards (up to 3) can be combined and used for 1 booking
- To know more about the Terms and Conditions, visit <u>https://promos.makemytrip.com/mmt-icici-rupay-card-terms.html</u>

4. MMTBLACK Gold Membership (Joining Benefit)

- The Primary Cardholder of the new MakeMyTrip ICICI Bank Credit Card will get a complimentary MMTBLACK Gold membership within <45> business days of the payment of the Joining Fee
- The New MMTBLACK Loyalty Programme (2024) comprises two tiers/ levels: MMTBLACK Gold and MMTBLACK Platinum o Any MakeMyTrip ICICI Bank Credit Cardholder who is not a registered MMTBLACK member will be auto enrolled into the MMTBLACK Gold membership
 - Any MakeMyTrip ICICI Bank Credit Cardholder who is a registered MMTBLACK Gold tier member will continue to remain in the MMTBLACK Gold tier and the membership will get extended for 12 months
 - Any MakeMyTrip ICICI Bank Credit Cardholder who is a registered MMTBLACK Platinum tier member will continue to remain in the MMTBLACK Platinum tier and the membership will get extended for 12 months
- Tier validity: The Cardholder stays in a tier for a period of 12 months from the date of achievement of the tier
- MMTBLACK member booking with MakeMyTrip ICICI Bank Credit Card will be able to enjoy all the benefits of the programme (except the myCash benefit of MMTBLACK). The myCash earnings (of up to <6>% myCash) will be as per the rewards programme of the co-branded Credit Card on the eligible categories
- Spends will be evaluated every time a customer completes a booking/ travel with
 the MakeMyTrip platform under the MMTBLACK Programme. On any given day,
 during the term of 12 months after the enrolment, if the spends made by the
 customer fulfil the eligibility criteria of a higher tier, the customer will
 automatically be upgraded with the enrolment date being reset to the date on
 which the eligible travel service is completed/ utilised
 - Tier Upgrade: If the customer spends more than ₹ <2,00,000> and has completed more than <4> trips on MakeMyTrip in the last 12 months, the customer will be upgraded to MMTBLACK Platinum tier
 - Tier Downgrade: If the customer spends more than or equal to ₹ <50,000> but less than ₹ <2,00,000> and has completed more than <4> trips on MakeMyTrip in the last 12 months, the customer will become a part of MMTBLACK Gold tier. If the customer does not meet the criteria, he/ she won't remain an MMTBLACK member
- After the expiry of 12 months from the date of enrolment under any tier, the total spends of the Cardholder will be evaluated for ascertaining continued enrolment under the MMTBLACK programme
- For an upgrade, spends of the last 12 months will be reviewed after every travel completion/ utilisation, irrespective of the programme/ tier enrolment date

- For a downgrade, spends will only be reviewed once the Cardholder has completed 12 months in a particular tier
- The following spends on MakeMyTrip will be considered for spends calculation:
 - \circ Flight bookings (Domestic and international) $\,\circ$ Hotel bookings (Domestic and international) $\,\circ$ Bus, cab and train bookings
 - Holiday package bookings (Domestic and international)
 - Spends on activities and experiences (Domestic and international) on MakeMyTrip.

For detailed information, please click here.

5. Fee waiver:

- The Primary Cardholder is eligible for an Annual Fee waiver from the 2nd Anniversary Year onwards if the total spends on the MakeMyTrip ICICI Bank Credit Card are equal to or more than ₹ <3,00,000> during the previous Anniversary Year. In such a case, the Annual Fee applicable on the Credit Card for the subsequent year will be reversed. However, in such cases, the annual benefits will not be extended to the Cardholder
- If the total spends on the MakeMyTrip ICICI Bank Credit Card are less than ₹ <3,00,000> during an Anniversary Year, the Annual Fee applicable on the Credit Card for the subsequent year will not be reversed and the Cardholder will get the same annual benefits
- MakeMyTrip ICICI Bank Credit Card transactions for which the Equated Monthly Instalment (EMI) facility is availed will not be considered in calculating the total spends for waiver of the Annual Fee.
- 6. myCash as rewards currency with MakeMyTrip ICICI Bank Credit Card
 - myCash earn rate on MakeMyTrip ICICI Bank Credit Card:

Category	myCash
Flight bookings on MakeMyTrip	<3>% myCash (Unlimited/ no cap)
Hotel bookings on MakeMyTrip	<6>% myCash (Unlimited/ no cap)
Holiday bookings on MakeMyTrip	<3>% myCash (Unlimited/ no cap)
Cab bookings on MakeMyTrip	<3>% myCash (Unlimited/ no cap)
Bus bookings on MakeMyTrip	<3>% myCash (Unlimited/ no cap)
Train bookings on MakeMyTrip	<25> myCash on every train booking
Reward points on other MakeMyTrip spends	<1>% myCash on other retail spends

Domestic spends outside MakeMyTrip	<1>% myCash excluding rent and EMI payments
International spends outside MakeMyTrip	<1>% myCash
Spends on Insurance	<1>% myCash (capped at a maximum of <1,000> myCash per Anniversary Year)

- myCash is the amount earned as reward points on spends accumulated through the MakeMyTrip ICICI Bank Credit Card
- For the MakeMyTrip ICICI Bank Credit Card, 1 myCash = ₹ 1
- Cardholders will earn myCash on carrying out qualifying retail transactions.
 However, Cardholders will not be entitled to earn myCash on retail transactions that have been subsequently reversed
- Reward Points earned on all transactions will be rounded down to the nearest integer
- The following spends will not be considered as qualifying spends to earn myCash:
 - Rent payment related transactions
 - Cash advances including but not limited to such other transactions which may be considered as cash advances at the sole discretion of ICICI Bank
 - Late payment charges and any other fees or charges in relation to and/ or connected with the MakeMyTrip ICICI Bank Credit Card
 - Joining Fee and Annual Fee for the MakeMyTrip ICICI Bank Credit Card and the Add-on MakeMyTrip ICICI Bank Credit Card if any
 - Expenditure in the form of EMI transactions, Balance Transfer (BT) and Personal Loan on Credit Card (PLCC).
- Qualifying retail transactions undertaken by the supplementary Cardholder will also be credited to the Primary Cardholder's MakeMyTrip Account as per the method followed for the Primary Cardholder's myCash credit (earned against qualifying transactions)
- The myCash earned on payments made using the Credit Card will be calculated on the final amount paid using the Card
- The myCash earned on the MakeMyTrip platform for a particular booking using the Credit Card will be added to the Primary Cardholder's MakeMyTrip Account within <45> business days from the monthly Credit Card Statement generation date as per the existing cycle if the Cardholder's Account is not delinquent or cancelled at the time of such credit
- The myCash earned outside the MakeMyTrip platform using the Credit Card will be added to the Primary Cardholder's MakeMyTrip Account within 45 business days from the monthly Credit Card statement generation date as per the existing cycle if the Cardholder's Account is not delinquent or cancelled at the time of such credit
- The myCash earned through the (new) Credit Card will never expire post credit
 in the MakeMyTrip wallet of the Primary Cardholder. The myCash earned
 through the MakeMyTrip ICICI Bank Signature and Platinum Credit Cards (old
 programmes) will expire within 12 months of the credit date

- The myCash earned on the Credit Card will be available till the card is active
- The myCash earned through the Credit Card can be redeemed on the checkout page of the MakeMyTrip website, mobile site or mobile application while booking flights, hotels, holiday packages, trains, buses, cabs and Visas. The customer needs to click on 'myCash & Gift Cards' on the payments page, select the 'myCash' (MakeMyTrip ICICI Bank Credit Card) option, enter the myCash amount to be redeemed, click on 'Use & Apply' and then click on 'Complete Payment' (if the amount is getting covered from the wallet)
- myCash can be redeemed only using the 'Personal' MakeMyTrip Account on <u>www.makemytrip.com</u>. It cannot be used on the myPartner (mypartner.makemytrip.com) and myBiz (mybiz.makemytrip.com) platforms
- There is no usage restriction on the amount of myCash redeemed on a MakeMyTrip booking. Up to 100% of the booking value can be paid using myCash earned through spends on the card. The remaining balance can be paid using any other payment option on the MakeMyTrip payments page
- The myCash earned through the MakeMyTrip ICICI Bank Credit Card cannot be used to purchase Gift Cards and foreign exchange currency on www.makemytrip.com
- The myCash earned on the payments made on or outside MakeMyTrip will be available for usage on MakeMyTrip as per the myCash credit date. Only in the case of fully cancellable hotel bookings made on MakeMyTrip, myCash earned becomes available for usage on the travel completion date
- myCash earned through the MakeMyTrip ICICI Bank Credit Card cannot be encashed or transferred to the Bank Account
- To view myCash balance, the Credit Cardholder can click on the 'myCash' icon under the MakeMyTrip ICICI Bank Credit Card icon on the bottom navigation panel on the app homepage or under the 'My Account' section or on the side navigation panel on the MakeMyTrip Android and iOS apps.

7. Airport lounge benefits

- Primary Cardholder can only avail <2> complimentary domestic lounge accesses per quarter
- Primary Cardholder can only avail <1> complimentary international lounge access per calendar year
- Please swipe your Credit Card to avail complimentary domestic lounge accesses and a priority pass for international lounge access
- Add-on Cardholders are not eligible for the complimentary lounge accesses.

List of Domestic Lounges:

https://www.icicibank.com/content/dam/icicibank/managed-

assets/docs/personal/cards/credit-

cards/domestic_consolidated_lounge_list1.pdf>

List of International Lounges: https://www.prioritypass.com/airport-lounges>

8. Movie ticket benefits on BookMyShow and INOX

- Buy one ticket and get 25% off up to ₹ <150> on the second ticket on BookMyShow, once a month each on the Mastercard and the RuPay variants
- The benefit is shared between the Primary Card and the Add-on Cards with the total benefit being the same as defined above
- To book your movie tickets, visit www.bookmyshow.com or download the app
- For detailed Terms & Conditions, visit https://www.icicibank.com/personalbanking/cards/credit-card/experience/entertainment/bookmyshow-tnc
- Customer's existing MakeMyTrip ICICI Bank Signature Credit Card and/ or MakeMyTrip ICICI Bank Platinum Credit Card including Add-on Credit Cards will be cancelled within 45 days of issuance of the new MakeMyTrip ICICI Bank Credit Card - Mastercard & RuPay variants.

10. Terms and Conditions governing Credit Cards:

- Terms and Conditions of ICICI Bank and third parties apply. ICICI Bank makes no representation about the quality, delivery and usefulness of the goods/ services offered by the third parties. Nothing contained herein will constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of ICICI Bank/ third parties
- The Credit Card and the Cardholder's obligations under these Terms will not be assigned. ICICI Bank may transfer its rights under these Terms
- The Credit Card is issued for personal expenses and purposes only. The Cardholder must not use the Credit Card to purchase anything for resale, commercial or business purposes. The Credit Card should be used only for lawful, bona fide, personal purposes and must not be used for any money laundering, anti-social or speculative activities or must not be exploited commercially in business (example for working capital purposes)
- If the Credit Card is found to be used for prohibited, restricted, commercial purposes or any purposes as mentioned above, ICICI Bank may, at its sole discretion, exercise its right to close the Credit Card concerned and additional/Add-on Cards without any notice to the Cardholder. ICICI Bank has the right to enquire over phone or through other means of formal communication and seek details, information, proofs, etc. about the Credit Card transactions, pattern of usage, etc. and the Cardholder is contractually bound to provide the information sought by ICICI Bank from time to time. Non-satisfactory responses or no response from the Cardholder may lead to blocking/ closure of the Credit Card by ICICI Bank
- Use of the Credit Card is subject to all applicable rules and customs of clearing houses and other associations involved in transactions
- ICICI Bank does not waive its rights by delaying or failing to exercise them at any time
- If any provision of the Terms is determined to be invalid or unenforceable under any rule, law or regulation of any government agency - local, state or federal, the validity or enforceability of the other provisions of the Terms will not be affected

- Images used in all the communications pertaining to the offers/ benefits/ promotions are for representational purposes only
- If the Cardholder ceases to be a Cardholder at any time during the subsistence of the offers/ benefits, all the benefits under the offers will lapse and will not be available to the Cardholder
- All disputes are subject to the exclusive jurisdiction of the competent Courts/ Tribunals of Mumbai only
- All communications/ notices regarding the offers/ benefits 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 offers/ benefits, the decision of ICICI Bank will be final and binding in all respects
- ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation at any time. The Card Member shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Card are repaid in full. ICICI Bank may communicate the amended Terms by hosting the same on ICICI Bank's website or in any other manner as decided by ICICI Bank. The Card Member shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card. Any change in the Terms and Conditions shall be communicated to the Card Member, in the manner as aforesaid, one month prior to the date of their implementation.
- All taxes, duties, levies or other statutory dues and charges payable in connection
 with the benefits accruing under the offers will be borne solely by the Cardholder
 and ICICI Bank will not be liable in any manner whatsoever for any such taxes,
 duties, levies or other statutory dues
- The Cardholder will be bound by the Terms and Conditions stipulated by the third parties providing these services/ offers
- No substitution or exchange of offers other than what is detailed in the communication sent to the Cardholder will be allowed. However, ICICI Bank reserves the right to substitute and/ or change the offers without any intimation or notice, written or otherwise to the Cardholder
- ICICI Bank holds no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by third parties. Any dispute or claim regarding the goods, services and assured gifts/ prizes must be resolved by the Cardholder with the third parties directly without any reference to ICICI Bank
- ICICI Bank will not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any goods/ services/ offers availed by the Cardholder under the alliance offered by the third parties
- ICICI Bank reserves the right to disqualify the third party alliance partners or the Cardholder from the benefits of the alliance if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the alliance

- ICICI Bank will not be held liable for any delay or loss that may be caused in the delivery of the goods and services offered by third parties
- The offers/ benefits are not available wherever prohibited and/ or on products/ services for which such alliances cannot be offered for any reason whatsoever
- ICICI Bank would be deemed to have acted in good faith in response to any oral
 or electronic instruction or inquiry by the Cardholder with respect to any matter
 in relation to this product and the provision of any offer or benefit hereunder
- The Cardholder will not be entitled to claim or allege any loss, damage, liability or expense attributable, directly or indirectly, to any such action of ICICI Bank performed in good faith and the Cardholder will indemnify and hold ICICI Bank harmless in respect thereof
- On the termination of this Credit Card Programme, ICICI Bank may decide to either continue the Credit Card with an alternate programme or replace such Credit Card with any other Credit Card as issued by ICICI Bank from time to time
- ICICI Bank may at its sole discretion decide to outsource, to the extent permitted by the applicable laws, obligations in relation to the Credit Card Programme creation to third-party entities
- Notwithstanding anything contained in this document, ICICI Bank will not be held liable for any default or delay in the performance of any obligation pertaining to these offers, due to unavoidable situations, beyond the reasonable control of ICICI Bank and not attributable to ICICI Bank including but not limited to fire, flood, casualty, epidemic or outbreak of any disease, lockdown, strike, labour dispute, industrial action of any kind, unavoidable accident, national calamity, riot, Act of God, any enactment by a law-making authority or the act of any other legally constituted authority, changes in the applicable law or default of third party or any cause or event arising out of or attributable to war, other than shortage or lack of money
- Any claim or dispute whatsoever (whether in contract, tort or otherwise) arising
 out of or in connection with the terms of the facility, including any question
 regarding its construction, meaning, existence, validity, breach, recall, recovery or
 termination will be resolved and settled by mediation or conciliation (if the
 Cardholder and ICICI Bank agree to such mediation or conciliation), administered
 in accordance with the applicable mediation or conciliation rules of an
 independent Online Dispute Resolution Institution (ODR) listed on the Bank's
 website (ODR Institution)
- Any party may appoint any of the listed ODR Institutions to facilitate mediation or conciliation. If one Party appoints an ODR Institution before the other, the ODR Institution appointed by the first party will be binding on the other party. If the Cardholder and ICICI Bank do not agree for mediation or conciliation or if the mediation or conciliation fails to resolve the claim or dispute within the period stipulated or within 21 days from the date of notice of appointment of the mediator or conciliator (whichever is earlier), then the claim or dispute will be taken forward for adjudication by arbitration in terms of the applicable rules of the said ODR Institution as per the Arbitration and Conciliation Act, 1996, which will be conducted (including for recording of evidence or tendering of documents), concluded and administered online by the ODR Institution through its website/platform or mobile application. The Arbitral Tribunal will consist of an independent sole arbitrator appointed as per the applicable arbitration rules of

the ODR Institution. The seat of arbitration proceedings will be Mumbai. The law governing the arbitration proceedings will be Indian law. The procedural law of arbitration will be the rules of the ODR Institution.