

## <Manchester United Credit Card by ICICI Bank>

These Terms and Conditions apply to and are not in derogation of the Terms and Conditions governing the Credit Card facilities of ICICI Bank, as available on [www.icicibank.com](http://www.icicibank.com). To the extent of any inconsistency between these Terms and the Primary Terms and Conditions, these Terms will prevail. Terms used in capitalised form however not defined herein, will have the meaning assigned to them under the Primary Terms and Conditions.

### 1. Definitions:

In the Terms, unless there is anything unacceptable to the subject or context thereof, the following words/expressions will have the meaning as stated under:

- a) 'Manchester United Credit Card' will mean Manchester United Platinum and Signature Credit Cards issued by ICICI Bank
- b) 'Cardholder' will mean a person who applies for the Manchester United Credit Card and is issued a Manchester United Credit Card, subject to the Primary Terms and Conditions and Terms as specified herein.

### 2. Bonus by ICICI Bank Reward Points for Manchester United Credit Cards:

- a) Bonus Match Day Points will be earned on days when Manchester United plays an English Premier League match. Bonus Match Day Points are defined as ICICI Bank Reward Points earned on domestic or international transactions over and above the regular ICICI Bank Reward Points earned on spends
- b) On the day of the match, the cardholder will receive points which are the same as points earned on any other day and Bonus Match Day Points will be credited to the cardholder's account, before the start of the next English Premier League season
- c) Cardholders can earn up to <3 or 5> ICICI Bank Reward Points on every Rs <100> spent on retail purchases, except fuel transactions which earn 0 Reward Points on their Manchester United Platinum Credit Card by ICICI Bank or Manchester United Signature Credit Card by ICICI Bank, respectively. For further details on ICICI Bank Reward Point calculations, visit: [www.icicibank.com](http://www.icicibank.com)
- d) For any changes in match dates, ICICI Bank will have the final authority with respect to Bonus Match Day Points awarded on Match Day.

### 3. Welcome Gift:

#### A) Manchester United Platinum Credit Card by ICICI Bank:

- a. Manchester United Platinum cardholders will receive a welcome gift on payment of the joining fees and post carrying out at least three retail transactions of an amount greater than or equal to Rs <1,000> in the first three months from the card setup
- b. A welcome gift for the Manchester United Platinum Credit Card will be dispatched within <90> days from the day the customer becomes eligible
- c. Months will be calculated as <30> days each
- d. Only Primary Card Members are eligible for this benefit.

B) Manchester United Signature Credit Card by ICICI Bank:

- a. A welcome gift for Manchester United Signature cardholders will be dispatched within <60> working days from the date of payment of the joining fee
- b. Only Primary Card Members are eligible for this benefit.

4. Top Monthly Spenders offer:

- a) To be eligible, the cardholder will have to spend a minimum of Rs <2> lakh using the Manchester United Card during the offer period. Below transactions done on the Manchester United Credit Card by ICICI Bank will not be considered as valid transactions for the purpose of this offer:
  - I. Cash advance including but not limited to such other transactions which may be considered as cash advance(s) at the sole discretion of ICICI Bank
  - II. Service charge or interest levied for non-payment or part payment of the amount due on the Manchester United Credit Card by ICICI Bank
  - III. Late payment charges and any other fees/charges in relation to and/or connected with the Manchester United Credit Card by ICICI Bank
  - IV. Joining fee and renewal fee for the Manchester United Credit Card by ICICI Bank and supplementary Manchester United Credit Card by ICICI Bank, if any;
  - V. Expenditure in the form of Equated Monthly Instalment (EMI) payments, Balance Transfer (BT) or Personal Loan on Credit Cards (PLCC)
  - VI. Cancelled transactions, cash withdrawals at ATMs, void transactions, fuel payment, tax payments, Mutual Fund purchases, Insurance, gambling, wallet transactions or any transactions done for commercial or business purposes and any other transactions with respect to any fee/charge that may be levied by ICICI Bank from time to time
  - VII. Any transactions done for commercial or business purposes.
- b) Each month, top <100> spenders among the Manchester United Credit Card customers will win Manchester United branded merchandise. The top most spending cardholder will get a Manchester United branded and signed jersey
- c) The computation of the top <100> spenders of each month will commence from the time of receiving the card for the successful transactions made during that month, using the Manchester United Credit Card
- d) Spends made on add-on cards will be counted towards total spends for the Primary Card Member. Only the Primary Card Member will be considered for the offer
- e) The top <100> spenders' t-shirt sizes will be based on availability. Notwithstanding anything, ICICI Bank will have the final authority with respect to the size and delivery of the t-shirts
- f) Month refers to the calendar month
- g) T-shirts will be delivered to eligible cardholders within <90> working days from the end of the month for which the cardholder is a top spender

- h) ICICI Bank will attempt to call the respective registered mobile numbers to announce the winners and register their preferred t-shirt size
- i) This offer is applicable on both Manchester United Platinum and Manchester United Signature Credit Cards
- j) Delinquent Manchester United Platinum or Manchester United Signature cardholders will not be eligible for this offer
- k) Customers who have previously been winners of our monthly 'Top Spender' campaign in the preceding months, are not eligible to participate in the campaign for the succeeding months
- l) Terms and Conditions of ICICI Bank and third parties apply. ICICI Bank makes no representation about the quality, delivery, usefulness or otherwise of the goods/services offered by the third party.

5. Top <18> Spenders offer:

- a) All cardholders can participate in the offer, provided he/she fulfils all the conditions of eligibility during the offer period
- b) This offer is applicable on all Manchester United Cards specified above
- c) The offer entails the following benefits:

The first <18> top spending cardholders will get an opportunity to watch a Manchester United match at Old Trafford, Manchester, UK during the offer period. This will be inclusive of economy flight tickets (round-trip) and accommodation and take place in the next season, as and when declared by the Manchester United team. It will include:

- I. The Manchester United Museum and Old Trafford Stadium tour
- II. The top spenders will be given the chance to attend a training session, subject to availability, at the sole discretion of ICICI Bank.

d) To be eligible, the cardholder will have to spend a minimum of Rs <2> lakh using the Manchester United Card during the offer period. Below transactions done on the Manchester United Credit Card by ICICI Bank will not be considered as valid transactions for the purpose of this offer:

- I. Cash advance including but not limited to such other transactions which may be considered as cash advance(s) at the sole discretion of ICICI Bank
- II. Service charge or interest levied for non-payment or part payment of the amount due on the Manchester United Credit Card by ICICI Bank
- III. Late payment charges and any other fees/charges in relation to and/or connected with the Manchester United Credit Card by ICICI Bank
- IV. Joining fee and renewal fee for the Manchester United Credit Card by ICICI Bank and supplementary Manchester United Credit Card by ICICI Bank, if any;
- V. Expenditure in the form of Equated Monthly Instalment (EMI) payments, Balance Transfer (BT) or Personal Loan on Credit Cards (PLCC)

- VI. Cancelled transactions, cash withdrawals at ATMs, void transactions, fuel payment, tax payments, Mutual Fund purchases, Insurance, gambling, wallet transactions or any transactions done for commercial or business purposes and any other transactions with respect to any fee/charge that may be levied by ICICI Bank from time to time
- VII. Any transactions done for commercial or business purposes.

e) The cardholder should have a valid Indian passport, having a minimum validity of <six> months from the date of departure to the United Kingdom in order to be eligible for this offer

f) The cardholder should make himself/herself available during specified periods to avail the benefits of the said offer by ICICI Bank

g) The cardholder should be available in person and on call as required by ICICI Bank, between specified periods for visa and ticketing formalities or any other dates as ICICI Bank may prescribe

h) ICICI Bank will be coordinating with an authorised travel agency to arrange the itinerary, including travel and accommodation for the selected winners

i) Delinquent Manchester United Credit cardholders will not be eligible for this offer

j) If a person ceases to be a cardholder at any time during the offer period, all benefits under the offer will lapse and such cardholder will no longer be eligible for the offer

k) Notwithstanding anything contained to the contrary in any of the Terms and Conditions applicable to the card(s) issued by ICICI Bank to the cardholder, the cardholder is only eligible to avail this offer or any other similar offer, once in a calendar year (Apr 1<sup>st</sup> – Mar 31<sup>st</sup> of the succeeding year), irrespective of whether this offer or any other offer providing similar benefits is available on any other card issued by ICICI Bank to the cardholder

l) Any customer having previously qualified and experienced the Annual Top <18> Spender's campaign(s) in any of the previous years will be excluded from the campaign(s) run in the succeeding years

m) The terms of this offer will be read in addition to and not in derogation of the General Terms and Conditions governing Credit Cards and the Terms and Conditions of the Manchester United ICICI Bank Credit Card or (Debit Card) (collectively referred to as 'Primary Terms and Conditions'). Terms and Conditions of the third party will also apply

n) ICICI Bank makes no representation about the quality, delivery, usefulness or otherwise of the goods/services offered by the third party.

o) Any tax, other liabilities or charges payable to the Government, any other statutory authority/body or any participating establishment, which may arise or accumulate due to provision of the offer, will be paid by the respective cardholder

- p) All issues / queries / complaints / grievances relating to the offer, if any, will be addressed to ICICI Bank Ltd. up to a period of <180> days from the offer end date. The existence of a dispute, if any, regarding the offer will not constitute a claim against ICICI Bank Limited
- q) The participation in the offer is voluntary and it is understood that the participation by the cardholder/s will be deemed as the same
- r) In all matters relating to the offer, the decision of ICICI Bank Ltd. will be final and binding in all respects
- s) ICICI Bank Ltd. reserves the right to modify/ change all or any of the terms applicable to the offer without assigning any reasons or any prior intimation whatsoever
- t) ICICI Bank Ltd. also reserves the right to discontinue the offer without assigning any reasons or any prior intimation whatsoever
- u) The benefits under this offer are non-transferable and can only be availed by the Primary cardholder
- v) The above Terms and Conditions will be governed and interpreted in accordance with the laws in force in India. Any disputes arising here will be decided exclusively by the courts in Mumbai.

#### 6. Notification of changes and other provisions:

- a) ICICI Bank will have absolute discretion to amend or supplement the Terms, the features and benefits offered on the Manchester United Credit Card including without limitation, any changes which affect the interest rates or methods of calculation at any time
- b) ICICI Bank will notify / communicate the amended Terms by hosting the same on ICICI Bank's website or in any other manner as decided by ICICI Bank. The cardholder will be responsible for regularly viewing these Terms including amendments, as may be posted on ICICI Bank's website and will be deemed as having accepted the amended Terms by continuing to use the Manchester United Credit Card
- c) The Manchester United Credit Card and the cardholder's obligations under these Terms will not be assigned. ICICI Bank may transfer its rights under these Terms. Use of the Manchester United Credit Card is subject to all applicable rules and customs of any clearing house or other association 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 as invalid or unexpected under any rule, law or regulation of any governmental agency, local, state or federal, the validity of the other provisions of the Terms will not be affected

- d) Terms and Conditions of ICICI Bank and third parties apply. ICICI Bank makes no representation about the quality, delivery, usefulness or otherwise of the goods/services offered by the third party.

This co-brand agreement includes revenue sharing between two parties as a part of the Terms agreed by Manchester United and ICICI Bank.

Notwithstanding anything contained herein or any other document, neither MU nor ICICI Bank will be held liable for the cancellation of any event or the ticket(s) or any reservations made in respect of the same or default or delay in performance of any of their obligations, on account of any reason beyond their reasonable control, including but not limited to fire, flood, casualty, epidemic or outbreak of any disease/ pandemic, lockout, strike, labour disputes, 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(s) or dispute(s) whatsoever (whether in contract, tort or otherwise) arising out of or in connection with the terms of the facility, including any question(s) regarding its construction, meaning, existence, validity, breach, recall, recovery or termination, shall be resolved and settled by mediation or conciliation (if the Borrower(s) 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 listed on the ICICI Bank Limited website ('ODR Institutions').

The Party(ies) may appoint any of the listed ODR Institutions to facilitate mediation or conciliation. If one Party appoints an ODR Institution before the other Party, the ODR Institution appointed by the first Party shall be binding on the other Party. If the Borrower(s) and ICICI Bank do not agree to mediation or conciliation or if the mediation or conciliation fails to resolve the claim or dispute within the period stipulated in such rules or within a period of 21 days from the date of notice of appointment of the mediator or conciliator (whichever is earlier), then the claim or dispute shall be taken forward for adjudication by arbitration in terms of the applicable rules of the said ODR Institution and in accordance with the Arbitration and Conciliation Act, 1996, which shall be conducted (including recording of evidence or tendering of the documents), concluded and administered online by the ODR Institution through its website/platform or mobile application. The arbitral tribunal shall consist of an independent sole arbitrator appointed in accordance with the applicable arbitration rules of the ODR Institution. The seat of arbitration proceedings shall be in Mumbai. The arbitration proceedings shall be governed by the applicable Indian Laws. The procedural law of arbitration shall be based on the rules of the ODR Institution.