

Terms and Conditions for Adani One ICICI Bank Signature Credit Card

These Terms and Conditions ('Terms') apply to and regulate the 'Adani One ICICI Bank Signature Credit Card' ('Credit Card') and are in addition to and not in derogation of the Terms and Conditions governing the Credit Card facilities of ICICI Bank ('Primary Terms and Conditions'), 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 shall prevail. Terms used in the capitalised form, however not defined herein shall have the meanings ascribed to them under the Primary Terms and Conditions.

A. Definitions

In the Terms, unless there is anything repugnant to the subject or context thereof, the following words/ expressions shall have the meanings as stated below:

- i. 'Adani One' means Adani Digital Labs Private Limited, a company incorporated under the provisions of the Companies Act, 2013.
- ii. 'Adani One Terms and Conditions' mean the Terms and Conditions prescribed and hosted by Adani One on the website governing Credit Cards, available on <https://www.Adani One.com/terms-and-conditions>.
- iii. 'Adani Loyalty Programme' means the rewards credited/ awarded by Adani One to the membership account under the Adani Loyalty Programme Terms and Conditions (defined below).
- iv. 'Adani Loyalty Programme Terms and Conditions' mean the Terms and Conditions prescribed by Adani One, governing the Adani Loyalty Programme, available on <https://www.Adani One.com/loyalty-rewards> (and as amended).
- v. 'Add-on Cardholder' means the family member of the Primary Cardholder (defined below) who becomes a Cardholder by his/ her relationship with the Primary Cardholder.
- vi. 'Anniversary Year' means 12 months from the date of issue of a Credit Card and each 12-month period thereafter.
- vii. 'Annual Fee' is the cost that is automatically charged to your account for the use of the Credit Card during the relevant Anniversary Year.
- viii. 'Cardholder' means collectively the Primary Cardholder and the Add-on Cardholder.
- ix. 'Joining Fee' means the fee levied on the Primary Cardholder which has to be paid after the first Statement is generated.
- x. 'Primary Cardholder' means the person in whose name the Credit Card Account has been opened and to whom the Credit Card has been issued.
- xi. 'Standard Terms' shall include these Terms, Primary Terms and Conditions and Adani One Terms and Conditions.
- xii. 'Statement' means the monthly statement of account sent by ICICI Bank to the Cardholder setting out the financial liabilities for the relevant billing period, of such a Cardholder to ICICI Bank with respect to the Credit Card Account.

B. Benefits and features

The Primary Cardholder shall be entitled to avail the following benefits:

1. Joining benefits on the Credit Card:

The Primary Cardholder shall receive the joining benefits mentioned below within 60 (sixty) days of the payment of the joining fee:

- a) Flight voucher worth ₹ 5,000 on spending ₹ 25,000 within the first 60 days of card activation
- b) Hotel voucher worth ₹ 2,000 on activation of the Credit Card

The joining benefits mentioned above are available to only the Primary Cardholder and on such Credit Cards for which a Joining Fee is applicable.

2. Annual Fee Waiver:

- a) The Primary Cardholder is eligible for an Annual Fee waiver from the 2nd Anniversary Year onwards, if the total spending on the Credit Card is equal to or more than ₹ 6,00,000 during the previous Anniversary Year. In such a case, the Annual Fee applicable on the Credit Card for the subsequent year shall be reversed. However, in such cases, the joining benefits shall not be extended to the Cardholder.
- b) If the total spending on the Credit Card is less than ₹ 6,00,000 during an Anniversary Year, the Annual Fee applicable on the Credit Card for the subsequent year shall not be reversed and the Primary Cardholder will get the same joining benefits.
- c) Transactions on Credit Card for which the Equated Monthly Instalment (EMI) facility is availed, shall not be considered in calculating the total spends for waiver of the Annual Fee.

3. Offers on Fuel Spends:

- a) 1% fuel surcharge waiver on all fuel transactions up to ₹ 4,000 at any fuel outlet.

4. Reward Points:

At participating merchants	7 Adani Reward Points on every ₹ 100 spent
Domestic spends	1.5 Adani Reward Points on every ₹ 100 spent
International transactions	2 Adani Reward Points on every ₹ 100 spent
Utility and Insurance	0.5 Adani Reward Points on every ₹ 100 spent

- a) The Cardholder shall earn Adani Reward Points upon fulfilling the qualifying retail spend transactions criteria, prescribed by ICICI Bank from time to time.

- b) Adani Reward Points earned shall be added to the Primary Cardholder's Adani Rewards Membership Account within 45 business days of the Statement generation as per the existing cycle, provided that the Cardholder's Account is not delinquent or cancelled at the time of such credit.
- c) The Cardholder shall however not be entitled to earn Adani Reward Points on retail transactions that have been subsequently reversed.
- d) The following spends shall not be considered as qualifying spends for earning Adani Reward Points:
 - i Cash advance including but not limited to such other transactions which may be considered as cash advance at the sole and absolute discretion of ICICI Bank
 - ii Fuel transactions carried out using the Credit Card
 - iii Rent payments
 - iv Service charge or interest levied for non-payment or part payment of the amount due on the Credit Card
 - v Late payment charges and any other fees/ charges in relation to and/or associated with the Credit Card
 - vi Joining Fee and Renewal Fee for the primary Credit Card/ Add-on Credit Cards, if any
 - vii Expenditure in the form of EMI transactions, Balance Transfer (BT) or Personal Loan on Credit Card (PLCC)
 - viii Gambling
 - ix Any transactions carried out for commercial or business purposes.
- e) Reward Points generated on account of qualifying retail spend transactions undertaken by the Add-on Cardholder shall also be credited to the Primary Cardholder's Adani Rewards Account.
- f) Reward Points earned on all transactions will be rounded down to the nearest integer
- g) Please click on the link below to refer to the list of Participating Merchants:
www.icicibank.com/content/dam/icicibank/india/managed-assets/docs/pdf/list-of-participating-merchants.pdf

5. Adani Rewards Programme

For the relevant guidelines/ membership details and benefits available under the Adani Rewards Programme, visit www.Adani One.com/loyalty-rewards .

6. Terms and Conditions for Flight Ticket Vouchers:

- a) To avail this benefit, the Primary Cardholder has to spend ₹ 25,000 or more within the first 60 days of the Credit Card activation and get a flight voucher worth ₹ 5,000.
- b) The Primary Cardholder must book tickets using the Adani One platform with the Adani Rewards Membership Account credentials.
- c) The Primary Cardholder must book a ticket for his/her own use to avail the benefits.
- d) No minimum booking amount is required to book a flight ticket to avail the above mentioned flight voucher-linked discount.

- e) The voucher is redeemable only for the flight booking and no other add-ons or ancillary services are available during such a flight booking.
- f) Adani One ICICI Bank Credit Card has to be used for the balance payment.
- g) It is a one-time use voucher and cannot be adjusted against the convenience fee charged for the flight booking.
- h) The voucher is valid for 6 months from the date of activation.
- i) The flight ticket voucher is non-refundable and any remaining amount will be forfeited in case of cancellation or expiry of the validity period, whichever is earlier.
- j) The voucher cannot be clubbed with any other discount/ cashback/ offer that may be available on the Adani One platform.
- k) If there is any modification/ cancellation/ rescheduling of the flight booking, the Primary Cardholder must bear the fare difference, regardless of whether the component is in the base fare or tax surcharge and other rescheduling/ cancellation fee.

7. Terms and Conditions for Hotel Vouchers:

- a) Activate your Card and get a hotel voucher worth ₹ 2,000.
- b) The Primary Cardholder must book using the Adani One platform with the Adani Rewards Membership Account credentials.
- c) Voucher-linked discount will be given on a minimum transaction amount of ₹ 10,000.
- d) Adani One ICICI Bank Credit Card has to be used for the balance payment.
- e) The voucher is valid for 6 months from the date of activation.
- f) If there is any change or cancellation in booking, the Primary Cardholder has to bear the price difference and associated rescheduling/ cancellation fee.
- g) The voucher cannot be clubbed with any other discount/ cashback/ offer that may be available on the Adani One platform.

8. Terms and Conditions for Pranaam Meet & Greet Service:

- a) 2 Pranaam Meet & Greet services per year (1 on Card activation and 1 on spends of ₹ 3 lakh).
- b) The Primary Cardholder must book using the Adani One platform with the Adani Rewards Membership Account credentials.
- c) Voucher-linked 100% discount will be given on 1 Pranaam Meet & Greet Service per booking at Adani managed and operated airports.
- d) The voucher is valid for 6 months from the date of activating the coupon.
- e) If there is any change or cancellation in booking, the Primary Cardholder has to bear the price difference and associated rescheduling/ cancellation fee.
- f) The voucher cannot be clubbed with any other discount/ cashback/ offer that may be available on the Adani One platform.

9. Terms and Conditions for Porter Service:

- a) Porter Service per year - 8 times a year, 2 services on every ₹ 1 lakh spent until a total of ₹ 4 lakh is spent.

- b) The Primary Cardholder must book using the Adani One platform with the Adani Rewards Membership Account credentials.
- c) This is a voucher-linked discount offer of 100%, applicable on porter services per booking at Adani managed and operated airports.
- d) The voucher is valid for 6 months from the date of activation.
- e) If there is any change or cancellation in booking, the Primary Cardholder has to bear the price difference and associated rescheduling/ cancellation fee.
- f) The voucher cannot be clubbed with any other discount/ cashback/ offer that may be available on the Adani One platform.

10. Terms and Conditions for Premium Car Parking Services:

- a) Premium car parking services per year - 4 on Credit Card activation.
- b) The Primary Cardholder must book using the Adani One platform with the Adani Rewards Membership Account credentials.
- c) This is a voucher-linked discount offer of 100%, applicable on 24-hour booking at Adani managed and operated airports.
- d) The voucher is valid for 6 months from the date of activation.
- e) If there is any change or cancellation in booking, the Primary Cardholder has to bear the price difference and associated rescheduling/ cancellation fee.
- f) The voucher cannot be clubbed with any other discount/ cashback/ offer that may be available on the Adani One platform.

11. Terms and Conditions for Valet Car Parking Services:

- a) Valet car parking services per year - 4 on Credit Card activation.
- b) The Primary Cardholder must book using the Adani One platform with the Adani Rewards Membership Account credentials.
- c) This is a voucher-linked discount offer of 100%, applicable on 24-hour booking at Adani managed and operated airports.
- d) The voucher is valid for 6 months from the date of activation.
- e) If there is any change or cancellation in booking, the Primary Cardholder has to bear the price difference and associated rescheduling/ cancellation fee.
- f) The voucher cannot be clubbed with any other discount/ cashback/ offer that may be available on the Adani One platform.

12. Terms and Conditions for Premium Lounge Upgrade Benefits:

- a) Premium domestic lounge upgrade benefits per quarter - 4 on Credit Card activation.
- b) The Primary Cardholder will be upgraded to the premium lounge section at Adani-managed and operated airports post access authorisation based on ICICI Bank Terms & Conditions. For further details, please visit <https://www.AdaniOne.com/terms-and-conditions> .

13. For Lounge Access:

- The Primary Cardholder can avail 4 complimentary domestic airport lounge accesses per quarter.
- The Primary Cardholder can avail 2 complimentary international airport lounge accesses per year.
- Please swipe your Credit Card to avail the complimentary lounge access.

Click here for the list of lounges - www.icicibank.com/content/dam/icicibank/managed-assets/docs/personal/cards/credit-cards/lounges/domestic_consolidated_lounge_list-1.pdf .

14. BookMyShow:

- Get 50% off up to ₹ 500 on the purchase of a minimum of 2 movie tickets, twice every month through BookMyShow.
- To book your movie tickets and for the detailed Terms & Conditions, visit www.icicibank.com/personal-banking/cards/creditcard/experience/entertainment/bookmyshow-tncs .

C. General Terms and Conditions by Adani One:

1. These Terms shall be read in conjunction with the Adani One Terms and Conditions (https://www.Adani_One.com/terms-and-conditions), ICICI Bank's Primary Terms and Conditions and ICICI Bank's MITC page.
2. In case of any inconsistency between the Terms and Conditions, the Terms and Conditions concerning this offer shall prevail.
3. The Terms and Conditions mentioned are in addition to the Terms of Use and the Privacy Notice of Adani One, to which you agree to by continuing to use such benefits.
4. In case any booking is made using any discount, benefit or offer mentioned above and is subsequently being cancelled/ modified/ rescheduled (as the case may be), the monetary value refunded will be the value of the service at the time of the transaction, i.e. with voucher discount applied. The value of the voucher discount will not be refunded to the Cardholder since the same was funded by Adani One in the first place.
5. In case you have any queries or grievances in relation to the Credit Card or any other matter, please contact ICICI Bank at customer.care@icicibank.com and/or Adani One customer support at support@adani.com. For more information, please read www.Adani_One.com/terms-and-conditions/icici-bank-credit-cards .
6. Adani One and ICICI Bank reserve the right to add/ alter/ modify or change all of these Terms and benefits thereunder or to replace them, wholly or in part, without liability and without assigning any reason(s) whatsoever.

D. Notification of Changes:

1. Notwithstanding anything contained in the Standard Terms, ICICI Bank shall have the absolute and sole discretion to amend or supplement the

Terms, the features and benefits offered on the Credit Card including, without limitation, changes which affect interest rates or methods of calculation, at any time.

2. ICICI Bank shall notify/ communicate the amended Terms and the Primary Terms and Conditions by hosting the same on ICICI Bank's website or in any other manner as decided by ICICI Bank. The Cardholder shall be responsible for regularly viewing these Terms, including amendments as may be posted on ICICI Bank's website and shall be deemed to have accepted the amended Terms by continuing to use the Credit Card.
3. ICICI Bank reserves the right to cancel/ suspend/ change/ substitute the benefits, offers or eligibility parameters for such benefits or offers, computation methods for calculating the benefits or the Terms applicable at any time, by giving a 30-day prior notice to the Cardholder, without assigning any reason(s) to the Cardholder. The notice is given to enable the Cardholder to withdraw from the offer if he/she wants to. After the notice period of 30 days, the Cardholder will be deemed to have accepted the Terms and Conditions if he/she has not sent the withdrawal request within the specified period. Any change in the Terms and Conditions shall be communicated to the Cardholder through all the available communication modes.

E. Terms and Conditions by ICICI Bank governing the Credit Cards:

1. Terms and Conditions of ICICI Bank and third parties apply. ICICI Bank holds out no warranty or makes no representation about the quality, delivery, usefulness or otherwise of the goods/ services offered by any third party. Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of ICICI Bank/ third party.
2. The Credit Card and the Cardholder's obligations under these Terms shall not be assigned. ICICI Bank may transfer its rights under these Terms.
3. Use of the Credit Card is subject to all applicable rules and customs of any clearing house or other association involved in transactions.
4. ICICI Bank does not waive its rights by delaying or failing to exercise them at any time.
5. If any provision of the Terms is determined to be invalid or unenforceable under any rule, law or regulation of any governmental agency, local, state or federal, the validity or enforceability of the other provisions of the Terms shall not be affected.
6. Images used in all the communications pertaining to the offers/ benefits/ promotions are for representation purposes only.
7. If the Cardholder ceases to be the Cardholder at any time during the subsistence of the offers/ benefits, all the benefits under the offers shall lapse and shall not be available to the Cardholder.

8. All communications/ notices with regard to 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'.
9. In all matters relating to the offers/ benefits, the decision of ICICI Bank shall be final and binding in all respects.
10. ICICI Bank reserves the right to modify/ change all or any of the terms applicable to any offer or discontinue any offer without assigning any reasons and by giving a 30-day prior notice to the Cardholder. The notice is given to enable the Cardholder to withdraw from the offer if he/she wants to. After the notice period of 30 days, the Cardholder will be deemed to have accepted the Terms and Conditions if he/she has not sent the withdrawal request within the specified period. Any change in the Terms and Conditions shall be communicated to the Cardholder through all the available communication modes.
11. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the offers shall 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.
12. The Cardholder shall be bound by the Terms and Conditions stipulated by the third parties where services/ offers are provided by such third parties.
13. No substitutions or exchange of offers, other than what is detailed in the communication sent to the Cardholder shall be allowed. However, ICICI Bank reserves the right to substitute the offers by giving a 30-day prior notice to the Cardholder. The notice is given to enable the Cardholder to withdraw from the offer if he/she wants to. After the notice period of 30 days, the Cardholder will be deemed to have accepted the Terms and Conditions if he/she has not sent the withdrawal request within the specified period. Any change in the Terms and Conditions shall be communicated to the Cardholder through all the available communication modes.
14. 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/ offers availed by the Cardholder under the alliance offered by the 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.
15. 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.
16. ICICI Bank shall 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.

17. The offers/ benefits are not available wherever prohibited and/or on products/ services for which such alliances cannot be offered for any reason whatsoever.
18. 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.
19. The Cardholder shall 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 shall indemnify and hold ICICI Bank harmless in respect thereof.
20. 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 a Credit Card with any other Credit Card as issued by ICICI Bank from time to time.
21. 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.
22. Notwithstanding anything contained in this document, ICICI Bank shall 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, lockout, 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.
23. 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, shall 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 listed on the ICICI Bank Limited 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 shall 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 shall 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 shall 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 shall consist of an independent sole arbitrator appointed as per the applicable arbitration rules of the ODR Institution. The seat of arbitration proceedings shall be Mumbai. The law governing the arbitration proceedings shall be Indian law. The procedural law of arbitration shall be the rules of the ODR Institution.

24. This co-brand agreement includes revenue sharing between two parties as a part of the terms agreed by Adani and ICICI Bank.