# **ICICI Bank Limited, Hong Kong Branch**

# "RECOMMEND A FRIEND"- REFERRAL PROGRAMME TERMS AND CONDITIONS (THE "TERMS")

These are the terms and conditions that govern the relationship between customers (the 'Customer') and ICICI Bank Limited, Hong Kong Branch (the 'Bank') with respect to the "Recommend a Friend" programme (the "Referral Programme").

#### **Definitions**

- (a) **'Customer'** means any person who has been provided a Customer ID by the Bank and maintains at least one account with the Bank;
- (b) "GTC" means the "General Terms and Conditions Governing Accounts and Secured Facilities" of the Bank, as available on the Website from time to time;
- (c) 'Immediate Family Member(s)' means mother, father, siblings, children and spouse/civil partner;
- (d) 'Referrer' means any Customer, who participates in the Referral Program in accordance with these terms and conditions;
- (e) 'Referee' means any person (potential Customer), who has been referred by the Referrer in accordance with these Terms for the purpose of opening a retail current account or remittance current account (the 'Current Account') with the Bank;
- (f) 'Reward' means the gift to be provided to the Referrer in accordance with the Terms, as decided by the Bank from time to time;
- (g) 'Validity Period' means the period commencing from 15 August 2022 and ending on 31 January 2023; and
- (h) 'Website' means <a href="http://www.icicibank.hk">http://www.icicibank.hk</a> or successor websites of the Bank as notified by it from time to time.

### **Eligibility**

- 1. This Referral Programme is only open to residents of Hong Kong, aged 18 (eighteen) and above, who satisfy all the conditions of eligibility for opening an Account with the Bank, as stipulated by the Bank from time to time.
- 2. The Referral Programme is open only to Customers of the Bank who have become customers and have been allotted Customer IDs before the date of commencement of the Validity Period, provided such Customer has been provided an emailer/physical or other form of request by the Bank (the "Notification", as may be revised or amended from time to time) inviting his/her participation in the Referral Programme.
- 3. The following persons are not eligible to participate in this Referral Programme and each person who participates in the Referral Program shall be deemed to have represented to the Bank that this restriction does not apply to him/her:
  - (i) Employees of ICICI Bank Ltd, its branches, affiliates and subsidiaries situated in any jurisdiction and employees of any advertising and

- promotional agencies appointed by the Bank in relation to the Referral Programme;
- (ii) Immediate Family Members of such employees or of anyone with whom such employees are domiciled;
- (iii) Deposit brokers and market intermediaries are ineligible; and
- (iv) Customers who have opted to not be contacted by the Bank for its products and services in any manner, including by ticking the relevant box in his/her Application Form for opening of his/her relationship with the Bank.

In the case of paragraph (iv) above, if any Customer provides such communication and/or opts out of being contacted by the Bank, he/she shall with immediate effect be deemed ineligible for participation in the Programme since Notifications cannot thereafter be dispatched by the Bank to such Customers. This is notwithstanding any Notifications that may have been provided to such Customers prior to the aforesaid communication to "opt-out" being received by the Bank.

# **Procedure for Participation**

- 4. Eligible Customers may participate in the Referral Programme during the Validity Period and a Referrer may refer any number of person(s) to the Referral Program.
- The Bank will generate a Referral code for each Customer eligible to be a referrer which shall be communicated to the respective Customers. The same referral code shall be used by the respective Customer for the referral of different Referee(s).
- 6. A Referrer shall be eligible for the Reward subject to the following procedure and conditions being followed:
  - 6.1 The conditions for eligibility as specified in these Terms being complied with:
  - 6.2 The Referrer providing the Referral code to the respective Referee referred by him/her;
  - 6.3 The Referee thereafter initiating a relationship with the Bank by opening a retail current account or remittance current account of a minimum amount as specified in the Notification (the "Current Account") as specified in the Notification, in accordance with these Terms and the GTC;
  - At the time of opening the Current Account, the Referee providing to the Bank in writing, the referral code as aforesaid of the Referrer; and
  - Referee remitting money to India of a value greater than or equal to HKD 100,000 during the campaign period through ICICI Bank, HK
  - 6.6 If the Referrer only holds a dormant account with the Bank, the same will have to be activated during campaign period to be eligible for the reward.

## **Dispatch of Reward**

- 7. Notwithstanding that more than one Current Account may be opened by a Referee (including as a joint account (with or without the Referrer being the other joint account holder)), the respective Referrer shall be eligible for only one unit of the Reward (to illustrate, if the Reward is a cashback of "HKD500", if a Referee opens two Current Account, the Referrer shall continue to be eligible for cashback of HKD 500 for that particular referee. ").
- 8. The Bank shall process the cashback to the Referrer within 60 days of the respective Account being opened by the Referee and remittance of required amount being done provided the Current Account has not been closed by the Referee prior to dispatch of the Reward. In the event of closure, the Referrer shall not be eligible for the cashback (including on any pro-rata basis). Any Referrer who has not received the cashback within the aforesaid period may contact the Bank such that the Bank may determine the cause of the cashback not being dispatched by the Bank or received by the Referrer and explain/remedy the same.
- 9. The cashback will be processed in the existing account of the Referrer. The Bank shall be under no obligation to process the cashback if the referral code is not quoted by the Referee at the Bank at the time of opening of the Current Account. For clarity, no cashback shall be processed if a Referee provides the referral code to the Bank, post the Current Account having been opened by the Bank.
- 10. The cashback shall be processed by the Bank only subject to (i) validation of the referral by the Bank to its satisfaction, (ii) satisfactory completion of the Current Account opening process within the Validity Period and (iii) successful completion of remittances to India of 100,000 HKD or more through ICICI Bank, HK within the Validity Period

The Bank shall not be responsible for any delays in delivery and/or non-delivery of the Reward due to actions and/or omissions of any third party service provider (whether appointed by the Bank or otherwise) involved in the delivery process and/or in the provision of the Reward

#### General

- 11. The decision of the Bank in all matters arising out or in connection with this Referral Program shall be final and binding on all the Referrers and the Referees (collectively, the "Participants"). All Participants are advised to carefully read all the terms and conditions contained herein. If you do not understand any Terms, please contact the Bank for further information. The Terms of this Referral Program will be available on the Website and may be changed by the Bank from time to time by uploading the changed Terms on the Website.
- 12. Specific terms contained in any Notification shall be in addition to and not in derogation of the Terms contained herein. In the event of any conflict between

terms contained in any Notification and the Terms contained herein, the terms contained herein shall prevail. Revised or amended Notifications sent by the Bank to you after the date of the original Notification shall amend and shall prevail over the latter.

- 13. If the Referee has stated or listed more than one referral code for any particular Current Account, then the Bank shall ask the Referee to decide and specify the referral code of only one Referrer. If such clarity is not provided to the Bank prior to the opening of the Current Account, the Bank shall have the right to dispatch the Reward to any one of the respective Referees as its discretion.
- 14. For any information about the Referral Programme, Customer, Participants, others may contact the Bank's customer service team at +852 2234 2651 or write to us at <a href="https://hkcustomercare@icicibank.com">hkcustomercare@icicibank.com</a>. Updated contact details would be available on the Website from time to time.
- 15. The Bank shall have the right to amend or vary the terms and conditions of the Referral Programme, or suspend it at any time and the same shall be binding on the Referrer and the Referee. The Terms may be amended by the Bank by publishing revised Terms on the Website and the same shall become effective 07 days from the date on which the same are published on the Website (or with immediate effect, if any amendment is being carried out as required by applicable laws). Such revised Terms shall also automatically amend the terms contained in any Notification sent to Customers.
- 16. Participation in the Referral Programme is optional and voluntary and no person is bound in any way to participate in the same. Referral codes and eligibility to receive a Reward is not transferable to any third party other than the respective Customer/Referrer. The Bank shall not have any liability for any delays/non-performance or losses caused to Participants solely resultant on communication between the Bank and the Participants through electronic means (including due to corruption/loss of data, non-delivery of electronic messages, virus attacks etc).
- 17. Rewards earned under the Referral Programme cannot be exchanged for cash or any other asset or otherwise. Rewards may be in the form of products/services of entities/persons other than the Bank and the Bank shall have no liability or responsibility for non-performance, delay, actions and/or omissions of such third parties. Participants, by participating in this Referral Programme shall be deemed to have acknowledged that the Bank does not have any control over such third parties and it would not be in a position to provide relief to the Participants for non-performance of such third parties. Such Rewards may further be subject to the terms of service of such third parties.
- 18. The Bank will not be responsible or liable for incomplete procedure undertaken by the Participants in relation to the Referral Program. Customers may however contact the Bank for any clarifications on the procedure to be followed through the medium specified aforesaid. Customers having any special needs may please inform the same to the Bank for us to consider and/or address your requirements.

- 19. The Bank, at its sole discretion, may choose to revoke and terminate the Referral Programme without having any liability/consequences whatsoever towards the Referrer(s) and/or Referee(s), as the case may be. No notice of termination of the Referral Programme is required to be provided to the Customers or the Participants, provided that the Bank shall endeavour to publish the same on the Website or to provide Notifications to this effect within a reasonable time. In the event of termination of the Referral Programme, Rewards would be dispatched for cases where the Current Account was opened prior to such termination; however, no new Current Accounts opened by Referees post the termination would enable Customers/Referrers to claim Rewards.
- 20. The following clauses from the GTC (as existing on the date of commencement of the validity period and as such clauses may be amended from time to time) shall be deemed to be incorporated herein by reference and shall *mutatis mutandis* (i.e. with necessary changes having been deemed to be made) be applicable and binding on the Bank and the Participants in relation to the Referral Programme:
  - 20.1 Clauses 1, 2, 3, 4.1, 12 of Section VII;
  - 20.2 Clause 19 of Section VII provided however that any termination pursuant thereto (including notification requirements) shall be in accordance with these Terms only; and
  - 20.3 Clause 20 of Section VII.