

## ICICI Appathon Terms and Conditions

ICICI Appathon is a product development challenge using ICICI Bank's APIs. The Programme (*defined later*) aims at creating next generation banking products to find some groundbreaking use cases on mobile and web space by attracting innovative and energetic startups. Select startups might get a unique opportunity to work with business heads to develop their products and present it before the highly experienced jury.

ICICI Appathon will offer the most diverse set of banking and financial services application program interface ("**API**") from ICICI Bank. Using the APIs, Participants (*defined later*) will have to create innovative working prototypes that provide a superior customer experience.

These terms and conditions, including Definition, Programme Objective, Venue and Date, How to Participate, Eligibility Criteria, Solution Guidelines, General Terms, Judging Process, Award Recipient, Awards, Cancellation, Intellectual Property Rights, Publicity, Disclaimers, Liability and Indemnity, Personal Information Consent, Law and Further Information and any instructions / guidelines issued by ICICI Bank / Programme Partner to the Participants / Team Representatives from time to time ("**Terms**") govern the Programme and are applicable to all Participants of the Programme. **A PARTICIPANT CAN PARTICIPATE IN THE PROGRAMME ONLY IF THE PARTICIPANT HAS READ, UNDERSTOOD AND AGREED TO THESE TERMS AND SHALL ENSURE THAT PARTICIPANT ENTITY ALSO READS, UNDERSTANDS AND AGREES TO THESE TERMS.**

### 1. DEFINITIONS AND INTERPRETATION

1.1. Unless the context requires otherwise, the following words shall have the meaning ascribed to them hereunder:

1.1.1 "**Affiliates**" shall mean and include:

- (i) Any company which is the holding or subsidiary company of ICICI Bank; or
- (ii) A person under the control of or under common control with ICICI Bank.

The word "control" shall have the meaning as stipulated under the Companies Act, 2013.

1.1.2 "**Award**" shall mean the award or prize referred to on the Website (*defined later*).

1.1.3 "**Finalists**" shall mean the Teams (*defined later*) which have been notified by ICICI Bank as the finalists and have been invited for presentation.

1.1.4 "**ICICI Appathon**" shall mean this product development programme.

1.1.5 "**ICICI Bank**" shall mean ICICI Bank Limited.

1.1.6 "**Intellectual Property Rights**" shall mean and include: (i) all rights (including intellectual property rights), title, and interest under any statute or under common law

including patent rights; copyrights (including moral rights); trademarks; and/or any similar rights in respect of any Intellectual Property (*defined later*), anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and/or grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property and all extensions and renewals thereof; (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

- 1.1.7 **"Intellectual Property(ies)"** shall mean and include all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licenses, franchises, formulae, designs, and all other intellectual properties (whether registered or unregistered).
- 1.1.8 **"IST"** shall mean Indian Standard Time.
- 1.1.9 **"Jury"** shall mean the jury of persons or entities appointed by ICICI Bank, at its sole discretion, to evaluate the Solution (*defined later*) submitted by Teams in accordance with these Terms.
- 1.1.10 **"Laws"** shall mean all applicable laws, statutes, rules, regulations, ordinances, notifications, orders, guidelines and policies notified or promulgated pursuant thereto and modifications thereof in force from time to time.
- 1.1.11 **"MVP"** shall mean minimum viable product/solution which for the purpose of the Programme shall include a mobile application and uses at least one of the APIs provided by ICICI Bank or its Affiliates.
- 1.1.12 **"Participant Entity"** shall mean the employer of the Participant or the organization with which a Participant is associated with as an employee, partner, proprietor, shareholder or director.
- 1.1.13 **"Participant"** shall mean an individual permitted to participate in the Programme as a Team by ICICI Bank and shall include Team Representative (*defined later*).
- 1.1.14 **"Presentation Date"** shall mean the date identified as presentation date on the Website, on which Finalists shall make presentation before Jury.
- 1.1.15 **"Programme"** shall mean ICICI Appathon.
- 1.1.16 **"Programme Partner"** shall mean an entity identified as a programme partner on the Website.
- 1.1.17 **"Registration End Date"** shall mean the date identified as last date for registration.
- 1.1.18 **"Registration Form"** shall mean the registration form available on the Website.

- 1.1.19 **"Registration Start Date"** shall mean the date identified as date for start of registration.
- 1.1.20 **"Shortlist Announcement Date"** shall mean the date on which ICICI Bank announces shortlisted Teams on the Website.
- 1.1.21 **"Solution"** shall mean the solution, software, code, paper, flow chart, video, instruction and/or any other document submitted by each Team for the Programme as per these Terms.
- 1.1.22 **"Submission End Date"** shall mean the last date on which Solution can be submitted by each Team as per these Terms and instructions of ICICI Bank and as identified on the Website.
- 1.1.23 **"Team Representative"** shall mean the Participant who has been identified and accepted as Team representative by all Participants of a Team in the Registration Form.
- 1.1.24 **"Team"** shall mean the team formed by minimum of one and maximum of five Participants.
- 1.1.25 **"Terms"** shall mean these terms and conditions applicable to the Programme and shall include Definition, Programme Objective, Venue and Date, How to Participate, Eligibility Criteria, Solution Guidelines, General Terms, Judging Process, Award Recipient, Awards, Cancellation, Intellectual Property Rights, Publicity, Disclaimers, Liability and Indemnity, Personal Information Consent, Law and Further Information and any instructions / guidelines issued by ICICI Bank / Programme Partner to the Participants / Team Representatives from time to time.
- 1.1.26 **"Website"** shall mean [www.developer.icicibank.com](http://www.developer.icicibank.com).
- 1.1.27 **"Winner"** shall mean the Team which has been adjudged as a winner of the Programme by ICICI Bank, at its sole discretion. ICICI Bank may, at its sole discretion, choose not to announce any Winner.

1.2 When the context so admits,

1.2.1 the words "include" or "including" shall be construed without limitation;

1.2.2 the singular shall be deemed to include the plural (and *vice versa*).

## **2. PROGRAMME'S OBJECTIVE**

2.1 The objective of the Programme is to find innovative Solutions in the banking and financial services domain. Participants must use ICICI Bank's APIs as hosted on the API development portal to create products / Solutions.

## **3. VENUE AND DATES**

- 3.1. The Programme will take place both online and offline, based on instructions published on the Website or emailed by ICICI Bank to Participants on their registered email addresses, from time to time.
- 3.2. To participate in the Programme, each Participant shall fill in Registration Form available on the Website and also upload their PPTs as per the guidelines given. Registration will open on Registration Start Date and end at 11:59 PM IST on Registration End Date.
- 3.3. ICICI Bank will review all the PPTs and announce the names of Teams who will proceed to next phase.
- 3.4. Once a Team is selected, it shall be notified by way of email and/or phone.
- 3.5. Selected Teams will be required to prepare their Solutions and send the video as per the guidelines shared, to ICICI Bank before the Submission End Date.
- 3.6. ICICI Bank will review all the Solutions and select the Finalists who will present their Solutions on the Presentation Date. The presentation will be held at ICICI Bank Towers, Bandra Kurla Complex, Bandra, Mumbai 400 051. Further details of the presentation will be posted on the Website and may also be communicated by email.
- 3.7. Any Registration Form and/or PPT received after Registration End Date and any Solution received after Submission End Date, due to any reason whatsoever, shall be rejected and such Team shall automatically stand disqualified without any notice.

#### **4. HOW TO PARTICIPATE**

- 4.1. Participants may register for the Programme by visiting the Website.
- 4.2. Participants are required to elect a Team Representative among themselves and provide his / her name in the Registration Form. Each Team should have a Team Representative and once selected, the Team cannot change the Team Representative. For a Team comprising of only one Participant, the sole Participant shall be deemed to be the Team Representative of that Team.
- 4.3. It is the sole responsibility of Team Representative to ensure that the Team is properly registered. ICICI Bank will not be responsible for any lost, delayed, misdirected, illegible, incomplete, damaged or undeliverable submissions, or any delay or failure to transmit, process, receive or consider submissions.

#### **5. ELIGIBILITY CRITERIA**

- 5.1. Subject to these Terms (including Clause 5.7), any company, partnership or any other entity may participate in the Programme through a Participant forming a Team.
- 5.2. Each Team should have minimum one and maximum five Participants. One Participant cannot be a member of more than one Team.

- 5.3. A person shall not participate if she / he is a resident or citizen of any jurisdiction where the Programme is void or is prohibited or restricted by law.
- 5.4. Except as specifically approved by ICICI Bank in writing or specifically permitted under the rules of the Programme, employees of ICICI Bank and Programme Partner are not eligible to participate in the Programme or advise any Participant / Team / Participant Entity. ICICI Bank shall have the right to disqualify any Participant /Team / Participant Entity which does not comply with these Terms as ICICI Bank may reasonably determine in its sole discretion, without notice, including (but not limited to) any Participant / Team / Participant Entity which tampers with or in any way corrupts the Solution / submission or voting process, or who attempts to undermine the legitimate operation of the Programme by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other Participant or representatives of ICICI Bank or breaches these Terms.
- 5.5. ICICI Bank may, without notice and at any time in its sole discretion, disqualify any Participant /Team / Participant Entity for any reason including, but limited to, not meeting the Programme's eligibility criteria, failure to comply with these Terms, attempts to register or participate in the Programme in any manner or through any means other than as described in these Terms, attempts to disrupt or undermine the Programme or attempts to circumvent any of these Terms.
- 5.6. A person cannot participate in this Programme in the event such person is under an obligation from its employer or any other entity, by virtue of which they cannot agree to these Terms.
- 5.7. Each Participant of Finalist shall produce a no objection certificate from his / her employer / Participant Entity in the format provided by ICICI Bank. In the event aforesaid no objection certificate is not obtained, the Finalist shall stand automatically disqualified.

## **6. SOLUTION GUIDELINES**

- 6.1. The Solution developed and submitted in connection with the Programme must meet all of the following criteria:
  - 6.1.1. Solution should add new functionalities or improve the customer experience.
  - 6.1.2. Solution must be a MVP.
  - 6.1.3. Solution must not contain, depict, imply or refer (implicitly or explicitly) to any crude, vulgar, obscene, sexually explicit, violent, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content.
  - 6.1.4. Solution must not contain, depict or refer to any content which disparages or refers negatively to ICICI Bank, the Programme, or any other person or entity.
  - 6.1.5. Solution must not contain, depict or refer to any content, which refers to any third party or person or entity except without their approval in writing.

- 6.1.6. Solution must not conflict with any of ICICI Bank's core values, or otherwise be objectionable to ICICI Bank.
- 6.1.7. Solution must not contain any content that violates or infringes any applicable Law or any third party's rights (including privacy, publicity, personality and Intellectual Property Rights).
- 6.1.8. Solution must not have been earlier submitted to any other event or program or a third party wherein the Participants were required to transfer any Intellectual Property Rights with respect to the Solution or any part thereof to the operator or promoter of such event or program, or such third party.
- 6.1.9. Solution must comply with the Terms, all other guidelines and criteria listed on Website and/or communicated to the Team Representative by way of email.
- 6.1.10. Solution must not use or refer to ICICI Bank's name or any trademarks, service marks, slogans, trade dress, logos, social media, any other Intellectual Properties or handles of ICICI Bank.
- 6.1.11. It must not contain malicious code or be coded or designed in such a way that it creates an information or security risk or otherwise compromises the integrity of the Solution (or other Solutions), whether on stand-alone basis or otherwise.

6.2. The Solution and any materials presented by Participant (including any videos and/or PPTs) must be in English language.

6.3. ICICI Bank shall have right to disqualify any Team without notice, if ICICI Bank determines (in its sole and reasonable discretion) that the Solution does not comply with any of the above requirements or otherwise with these Terms.

## **7. GENERAL TERMS**

7.1. ICICI Bank shall have the right to change these Terms at any point of time at its sole discretion and the Participant / Team / Participant Entity will be notified of such change either on the Website or through email / phone.

7.2. ICICI Bank shall have the right not to declare any Winner, at its sole discretion.

7.3. All decisions taken by ICICI Bank in respect to the Programme shall be final and binding. All Participants / Team / Participant Entities hereby agree and undertake not to contest or enquire about any such decision of ICICI Bank.

7.4. All information and data submitted by the Participant / Team shall be true, accurate and complete.

7.5. Each Participant represents and warrants that she / he has the authority to bind the Participant Entity to these Terms.

- 7.6. Each Participant agrees and undertakes that the Team Representative shall make all final decisions with respect to the Team and such final decisions shall be binding on each Participant of the Team.
- 7.7. Teams or Participants are not required to make any purchase or pay any fee to register, participate or receive an Award or other recognition in the Programme, except those required by applicable Laws.
- 7.8. Each Participant shall bear all costs and shall be responsible for all expenses in the course of participating in the Programme, including but not limited to any cost for transportation, passports and visas, hotel accommodations, meals and/or beverages.
- 7.9. By submitting the Solution for the Programme, the Participant / Team represents and warrants that the Solution and its contents do not / will not infringe any Intellectual Property Rights belonging to a third party.
- 7.10. Participant shall not misuse or use any material provided under the Programme for any activity except the Programme.
- 7.11. Participant has read, understood and agreed with the terms and conditions of Programme Partner available at <https://developer.icicibank.com/> or website of such Programme Partner or as maybe communicated to the Participant / Team Representative by ICICI Bank.

## **8. JUDGING PROCESS**

- 8.1. ICICI Bank and the Jury will select the shortlisted Teams, Finalists and Winners in their sole discretion.
- 8.2. The Solutions will be judged on various parameters including the following (without any particular order):
  - 8.2.1. Business potential;
  - 8.2.2. Ease of implementation;
  - 8.2.3. Functionality;
  - 8.2.4. Innovation;
  - 8.2.5. Scalability;
  - 8.2.6. Uniqueness;
  - 8.2.7. MVP; and
  - 8.2.8. Usability.

- 8.3. Decisions of ICICI Bank with respect to all aspects of the judging process will be final and binding on the Participants / Teams / Participant Entities.

## **9. AWARD RECIPIENTS**

- 9.1. Winner will be notified by email or phone.
- 9.2. In order for a Team to be declared a Winner and be eligible for an Award in the Programme, it must have complied with, and remained in compliance with, these Terms and must have been selected as such by the Jury.
- 9.3. Participant acknowledges and understands that by attending the Programme, she / he may be photographed, videotaped and / or otherwise recorded by ICICI Bank, its employees or its agents (collectively, "**Footage**"). Such Footage will be owned by ICICI Bank. ICICI Bank has the right (but no obligation) to use, edit, adapt, post, stream, copy and / or exploit such Footage and all elements embodied therein, including any names and / or likenesses embodied therein, in whole or in part, in any and all media now known or hereafter devised throughout the world, to the fullest extent permitted by applicable Law, for advertising, promotional, trade and / or other purposes without any additional compensation, prior notification or permission to the Participant. Participant confirms that she / he has no objection to usage of Footage by ICICI Bank, its Affiliates or Programme Partners. Should ICICI Bank request the Participant to sign any affidavit or release for this purpose, the Participant agrees to do so unconditionally.
- 9.4. ICICI Bank shall have the right to request for valid proof of identity, residency, age and other relevant documentation, and ICICI Bank may disqualify a Participant / Team / Participant Entity, if ICICI Bank determines (in its sole and reasonable discretion) that the provided proof is not sufficient, or if the Participant (including, where applicable, all members of the Participant Entity / Team) fails to sign and return to ICICI Bank any declaration, affidavit, or release required by these Terms or ICICI Bank.
- 9.5. If the Award notification is returned as undeliverable or if a Winner does not comply with any of the above requirements within the above time frames, or does not otherwise comply with these Terms, ICICI Bank may disqualify the Winner, and ICICI Bank shall select a replacement Winner.

## **10. AWARDS**

- 10.1. Winner of the Programme shall be awarded with Award as per the Website.
- 10.2. ICICI Bank neither warrants nor makes any representation about the quality, usefulness, worthiness, delivery or otherwise of the goods and/or services or the Awards which are offered by the Programme Partner.
- 10.3. Participant understands and agrees that the Award is not sponsored by ICICI Bank and 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 / Awards offered to the Winner.



- 10.4. All claims, queries, in relation to the Award, should be directed to concerned Programme Partner.
- 10.5. Award will also be governed by terms of Programme Partner.
- 10.6. Where required to do so by applicable Law or regulation, ICICI Bank reserves the right to withhold all applicable taxes at source from all cash Awards, unless it has been presented with a valid exemption (full or partial) from the applicable authorities with respect to such tax withholding.
- 10.7. Aside from the monetary Awards, additional following opportunities, at sole discretion of ICICI Bank and the Programme Partner (as applicable), may be made available to any Participant:
- 10.7.1. A potential contract with ICICI Bank for Teams of Participant Entity or Participant Entity.
- 10.7.2. Mentorship from Programme Partner throughout the Programme or otherwise.
- 10.7.3. Other opportunities presented by Programme Partner.
- 10.8. Where applicable, ICICI Bank will make reasonable efforts to deliver Awards to the account number(s) provided by Participant. However, ICICI Bank shall not be liable if Awards get returned to ICICI Bank due to non-delivery at the provided account number.
- 10.9. ICICI Bank will not be responsible for any / all Awards offered by any Programme Partner and Winners acknowledge and agree they will contact solely such Programme Partner in the event an award is not provided to such Winner's satisfaction.
- 10.10. Award recipients are responsible for the payment of any taxes on the Awards received and should consult their tax advisors on any questions.
- 10.11. The Award is non-transferable and no cash alternative is available. No substitutions or exchange of the Award, other than what is detailed in the communication sent to the Winner shall be allowed. However, ICICI Bank and Programme Partners reserve the right to substitute and/or change the Award at their sole discretion at any point of time without any notice to Participant / Team / Participant Entity.
- 10.12. All descriptions / images / visuals of the Awards in the communications are indicative only.
- 10.13. All issues / queries / complaints / grievances in relation to the Award, if any, shall be addressed to the Programme Partner offering this Award directly without any reference to ICICI Bank.
- 10.14. The Award is sponsored by the Programme Partner and the Winner shall be bound by the terms and conditions stipulated by the Programme Partner.

## **11. CANCELLATION AND DISQUALIFICATION**

- 11.1. If, for any reason, ICICI Bank cannot run the Programme as planned due to any event, ICICI Bank may modify, extend or suspend the Programme at its sole discretion and without any notice to Participant / Team Representative.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1. Participant agrees and understands that this is a public Programme and that the Solution and any ideas or concepts related to the Solution or part thereof shall be freely available to public. Participant further acknowledges and agrees that it has entered into the Programme on its own accord and each Participant confirms and shall ensure that each Participant Entity waive any and all claims against ICICI Bank (or its Affiliates, contractors, Programme Partners and agents) for use / disclosure of any Solution or part thereof.
- 12.2. Participant / Team / Participant Entity waives any and all claims against ICICI Bank, its Affiliates and Programme Partner in the event any product or service of ICICI Bank / its Affiliates / Programme Partner is same or similar to the Solution or is a derivative work based on / derived from the Solution or any part thereof.
- 12.3. Participant agrees that ICICI Bank and Programme Partner own and shall retain Intellectual Property Rights in their respective materials including all Intellectual Properties belonging to them. No title in any Intellectual Property of ICICI Bank or Programme Partner is granted to the Participant / Participant Entity under the Terms and the Participant / Participant Entity agrees not to infringe the Intellectual Property Rights of ICICI Bank or the Programme Partner in any manner whatsoever. Participant / Participant Entity further agrees that she / he / it shall not oppose the rights of ICICI Bank and the Programme Partner in their respective Intellectual Properties at any time.
- 12.4. Participant / Participant Entity hereby grants to ICICI Bank, as a condition of participation in the Programme, the right of first negotiation in good faith for ICICI Bank to acquire any / all rights in and to the Solution to use the same for commercial business. Notwithstanding the foregoing, ICICI Bank shall have no obligation to enter into an agreement with the Participant or Team or the Participant Entity in relation to the Solution. The Participant / Participant Entity represents and warrants that no obligation, restriction or encumbrance is present in relation to the Solution or any part thereof which may restrict the Participant / Participant Entity to transfer or assign or license the Solution or any part thereof to ICICI Bank if so required and agreed between the Participant / Participant Entity and ICICI Bank.
- 12.5. Participants / Participant Entities hereby grant ICICI Bank a worldwide, revocable, royalty-free, non-exclusive license to the Participants' / Participant Entities' trademarks, service marks, logos, trade dress, trade names and service names, to publicize their Solutions in any media and further grant ICICI Bank the rights to transfer or sub-license this license to the Programme Partner on the same terms and conditions.
- 12.6. Participant / Participant Entity represents and warrants that the Participant / Participant Entity has developed the Solution without infringing any third party rights (including Intellectual Property Rights, publicity, personality and privacy rights) and the

Participant / Participant Entity is the sole and exclusive owner of all Intellectual Property Rights rightfully and legitimately created by the Participant / Participant Entity in the Solution. For the avoidance of any doubt, it is hereby clarified that no title to or ownership of any ICICI Bank Intellectual Property or Programme Partner Intellectual Property is granted or otherwise transferred to a Participant / Team / Participant Entity or any other entity or person under the Terms. The Participant / Participant Entity further represents and warrants that the Solution is free from all encumbrances and does not violate any third party rights, including Intellectual Property Rights, publicity, personality and privacy rights.

### **13. INDEMNITY**

13.1. To the maximum extent permitted by applicable Law, each Participant / Participant Entity indemnifies and agrees to defend, indemnify and hold harmless ICICI Bank, its Affiliates, its agents, employees, service providers and Programme Partner(s) and their affiliates, agents and employees from and against all claims, actions, suits or proceedings as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from:

13.1.1. Infringement of Intellectual Property Rights of ICICI Bank, Programme Partner or a third party.

13.1.2. Breach of these Terms.

13.1.3. Claims or actions brought by any third party, including Participant Entity.

13.1.4. Any misrepresentation made by Participant / Participant Entity or any fraud committed by him.

13.1.5. Participation of the Participant / Participant Entity in the Programme.

13.1.6. Receipt, redemption or use of any Award or inability to receive, redeem or use such Award.

### **14. PUBLICITY**

14.1. Participant hereby grants and shall ensure that Participant Entity grants to ICICI Bank and its partners (which may include Programme Partner at sole discretion of ICICI Bank) unrestricted, royalty-free, irrevocable, worldwide, sub-licensable, assignable, license (but not the obligation) to store, copy, reproduce, make available for public display, modify, transmit, translate, make derivative works from, and otherwise use Solution (in whole or in part) without notification or permission or attribution to / of Participant or Participant Entity, for the following purposes:

14.1.1. administering the Programme or future programs of ICICI Bank or Programme Partner;

14.1.2. identifying Participant and / or Participant Entity by name as the creator of the Solution;

14.1.3. display or advertise, part or all of the Solution (with or without modification) in any media for the Programme, future programs / events of ICICI Bank or Programme Partner and / or their products and services.

14.2. Except where otherwise prohibited by law, participation in the Programme constitutes a Participant's consent to ICICI Bank's use or permitting the use by a Programme Partner of the Participant's name, voice, likeness, biography, home town name, mention of the nature of Participant's participation in the Programme, photographs, videos and any other identifiable information, for marketing and promotional purposes without further notification, permission, payment or consideration to the Participant or her / his heirs and the Participant explicitly agrees to the same.

14.3. PARTICIPANTS / TEAMS / PARTICIPANT ENTITIES ARE PROHIBITED FROM PROVIDING PUBLIC STATEMENTS OR ISSUING PRESS RELEASES TO THE PUBLIC IN RELATION TO THE PROGRAMME WITHOUT THE EXPRESS WRITTEN PERMISSION OF ICICI BANK FOR EACH INSTANCE.

## **15. DISCLAIMERS, LIABILITY AND INDEMNIFICATION**

**15.1. UNLESS REQUIRED PURSUANT TO APPLICABLE LAW, ICICI BANK DOES NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE OF ANY APP OR OTHER SOLUTION/SUBMISSION OR FOR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE PROGRAMME.**

**15.2. UNLESS REQUIRED PURSUANT TO APPLICABLE LAW, ICICI BANK IS NOT RESPONSIBLE FOR: (1) INCORRECT OR INACCURATE TRANSCRIPTION OF SOLUTION/SUBMISSION INFORMATION OR LATE, LOST, INCOMPLETE, MISDIRECTED SOLUTIONS/ SUBMISSIONS, OR SOLUTIONS/ SUBMISSIONS RECEIVED THROUGH IMPERMISSIBLE OR ILLEGITIMATE CHANNELS; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING THE MALFUNCTIONING OF ANY TELEPHONE, COMPUTER, NETWORK, HARDWARE OR SOFTWARE; (3) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY SERVICE; (4) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE SUBMISSION PROCESS OR THE PROGRAMME; (5) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROGRAMME OR THE PROCESSING OF SOLUTIONS/ SUBMISSIONS; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING YOUR COMPUTER, WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR PARTICIPATION IN THE PROGRAMME OR FROM DOWNLOADING OR USING ANY MATERIAL PROVIDED BY ICICI BANK.**

**15.3. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, ICICI BANK WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PROGRAMME OR THESE TERMS.**

## **16. PERSONAL INFORMATION CONSENT**

- 16.1. Participant consents to ICICI Bank using and disclosing and permitting a Programme Partner to use or disclose the Participants' personal information to third parties (whether in or outside your location of residence) for the purposes of administering the Programme; advertising the Programme and any future events or programs and any of ICICI Bank's products and services; and for the other purposes described in these Terms or otherwise. Note that there is no legal obligation on Participant to provide us with personal information and any information collected by us is provided by Participant at her/his own will and consent.

## **17. LAW**

- 17.1. **THIS PROGRAMME AND THESE TERMS ARE GOVERNED BY LAWS OF REPUBLIC OF INDIA.**

- 17.2. In the event of any claim, difference or dispute in connection with the Programme, the disputing parties shall attempt, in the first instance, to resolve such dispute through amicable discussion. If any such dispute is not resolved within 30 (thirty) days of the commencement of the discussions, then either of the disputing parties shall have the right to refer such dispute to courts at Mumbai.

- 17.3. Courts at Mumbai shall have sole jurisdiction over all disputes in relation to this Programme.

- 17.4. Unless otherwise prohibited by applicable Law, if any provision of these Terms or any other terms provided by ICICI Bank in connection with the Programme is held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intention of the parties underlying the invalid, legal or unenforceable provision.

- 17.5. **TO THE EXTENT THESE TERMS ARE TRANSLATED INTO ANY LANGUAGES OTHER THAN ENGLISH, THE ENGLISH LANGUAGE VERSION SHALL PREVAIL.**

## **18. FURTHER INFORMATION**

- 18.1. For more information, please email the Programme team at:  
Technical/Programme related Support:  
[appathontech@icicibank.com](mailto:appathontech@icicibank.com) / [iciciappathon@icicibank.com](mailto:iciciappathon@icicibank.com)