

Terms and Conditions governing the Emirates Skywards ICICI Bank Emerald Credit Card Features and Offers

These terms and conditions (the "**Terms**") apply to and regulate the '**Emirates Skywards ICICI Bank Emerald Credit Card**' (the "**Credit Card**") issued by ICICI Bank Limited ("**ICICI Bank**") in collaboration with co-brand partner i.e. Emirates, a Dubai corporation established by Decree No. 2 of 1985 (as amended) ("**Emirates**")

These Terms are in addition to and not in derogation to the terms and conditions governing the credit card facilities of ICICI Bank (the "**Primary Terms and Conditions**"), as available at www.icicibank.com. To the extent of any inconsistency between these Terms and the Primary Terms and Conditions, these Terms shall prevail to the extent of such inconsistency. Terms used in capitalized form, however not defined herein under, shall have the meaning assigned to them under the Primary Terms and Conditions.

I. DEFINITIONS

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

- a) "**Anniversary Year**" means the period of twelve months from the date of issue of a Credit Card and each twelve-month period thereafter.
- b) "**Annual Fee**" means the fee that is automatically charged to the credit card account to keep the credit card account open.
- c) "**Applicant(s)**" shall mean a person who applies for the Credit Card.
- d) "**Cardholder(s)**" shall mean a person who holds a valid and subsisting Credit Card.
- e) "**Credit Card**" shall mean the Emirates Skywards ICICI Bank Emerald Credit Card.
- f) "**Emirates Skywards Loyalty Program**" means a loyalty programme operated by Emirates on its own and on behalf of 'flydubai' as one loyalty programme for Emirates and airlines. Emirates Skywards ("*defined hereinafter*") is a trademark or registered trademark of Emirates;
- g) "**Emirates Skywards Membership Account**" means the account in which the Skywards Miles of a Member will be accrued/deducted;
- h) "**flydubai**" means Dubai Aviation Corporation (trading as "flydubai"), a corporation established by Law No. (11) of 2008;
- i) "**Joining Fee**" means the fees that is applicable and charged to the Cardholder(s) at the time of issuance of the Credit Card.
- j) "**Member**" means a person who is a Cardholder.
- k) "**Membership Tier**" means a membership level in the Emirates Skywards Loyalty Programme.
- l) "**Milestone**" is the pre-set condition which may be in terms of spends on the Credit Card, on the achievement of which, some pre-defined benefit may be provided to the Cardholder(s).
- m) "**Partner**" means a provider of goods or services which is participating in Emirates Skywards from time to time, and may include airlines (with the exception of flydubai), hotels and resorts, financial, leisure and lifestyle service providers and car hire companies;
- n) "**Primary Cardholder(s)**" is the person in whose name the credit card account has been opened and to whom Credit Card has been issued.
- o) "**Programme Rules**" refer to the rules governing the Emirates Skywards Loyalty Programme

- p) **"Qualifying Flight(s)"** means a flight(s) on Emirates, or flydubai or flight(s) marketed or identified by Emirates or flydubai as such, but operated by another airline, between the point of origin and point of destination of the outward and/or return journey
- q) **"Reward"** means specified goods or services to be provided by Emirates Skywards or a Partner to a Member in exchange for Skywards Miles;
- r) **"Skywards Miles"** means those miles earned every time a Member takes a flight or purchases qualifying goods and services from any Partner and which can be redeemed for Rewards under the Emirates Skywards Programme Rules;
- s) **"Statement"** means monthly statement/s of account sent by ICICI Bank to a Cardholder(s) setting out the financial liabilities on that date, of such Cardholder(s) to ICICI Bank in respect to their Credit Card account.
- t) **"Supplementary Cardholder(s)" or "Add-on Cardholder(s)"** means the family member of the Primary Cardholder(s) who becomes a Cardholder(s).

II. INTERPRETATION

1. Any term referenced but not defined herein would be interpreted in accordance with the agreement pertaining to Card(s) entered into between Primary Cardholder(s) and ICICI Bank (the **"Credit Card Agreement"**).
2. These terms and conditions governing the Card supplement, but does not in any way amend or contradict the terms and conditions of the Credit Card Agreement

III. GENERAL TERMS

1. Cardholders hereby authorise ICICI Bank to share the following data or information associated with their Emirates Skywards ICICI Bank Credit Card application (i) Name; (i) registered e-mail ID; (ii) registered Mobile Number; (iii) Card variant availed (Rubyx/Sapphiro/Emeralde); and (iv) Credit Card account number, with Emirates to provide them services, rewards and benefits with respect to the Emirates Skyward ICICI Bank Credit Card and they shall not hold ICICI Bank responsible or liable for sharing such information.
2. Cardholders understand and agree that in case the EK Account (Emirates Skywards Loyalty Programme Account/Membership) number provided by them is not a part of/active in the Emirates Skywards Rewards Programme, Emirates will create a new Emirates Skywards account on their behalf with their e-mail ID and/or mobile number provided in the Card Application. Emirates shall update them with details of the new Emirates Skywards account and steps to access the Emirates Skywards account by way of an SMS and/or e-mail.
3. Cardholders agree and acknowledge that if they are not an existing Member, they will be automatically enrolled by Emirates into the Emirates Skywards Rewards Programme. Also, if they do not mention their existing Emirates Skywards Rewards Programme membership number in the application form, a new Emirates Skywards Rewards Programme membership number will be allotted to them and linked to the Credit Card. Please note that by applying for the Emirates Skywards ICICI Bank Credit Card, the Terms and Conditions of membership of the Emirates Skywards Programme and privacy policy of Emirates shall also become applicable. These can be found at <https://www.emirates.com/in/english/skywards/emirates-skywardsprogramme-rules/>

4. Cardholders agree and understand that ICICI Bank is the issuer of the Emirates Skywards Credit Cards and at its discretion can (i) issue the credit card and (ii) add or debit Skywards Miles in case of any error entries. For detailed terms and conditions, refer to www.icicibank.com.

IV. BENEFITS AND FEATURES

Subject to the Terms specified herein, the Cardholder(s) can avail the following benefits:

1. Joining benefits on the Credit Card

- a. The Primary Cardholder will receive 10,000 Skywards Miles* subject to the payment of Joining Fee.
- b. The Primary Cardholder will receive complimentary Emirates Skywards Silver Tier membership till Credit Card is active, subject to the payment of Joining Fee.

2. Skywards Miles as Joining and Annual Benefit

- a. Cardholder(s) will qualify for bonus 10,000 Skywards Miles as joining and annual Benefit if he/she is an Emirates Skywards ICICI Bank Emerald Credit Cardholder.
- b. Only Primary Cardholder(s) are eligible for Skywards Miles as joining and annual benefit.
- c. The Cardholder(s) should make the payment of the Joining Fee and Annual Fee post fee levy and before the subsequent statement cycle due date, where the first statement will be the one in which the Joining Fee is levied.
- d. The payments made against the required statements should be greater than or equal to the Joining Fee or Annual Fee excluding applicable taxes. The payment can happen in parts but should meet the above mentioned criteria.
- e. Skywards Miles as joining benefit shall be credited to the Cardholder(s)' designated and linked Emirates Skywards membership account within 48 hours post payment of the Joining Fee and Annual Fee and if the Cardholder's account is not delinquent or cancelled at the time of such credit.

3. Complimentary Emirates Skywards Tier Membership

- a. The Emirates Skywards Silver tier membership is available for the Primary Cardholder(s) of the Credit Card upon payment of Annual Fee.
- b. The Emirates Skywards Silver tier membership is valid as long as the Emirates Skywards ICICI Bank Emerald credit card is active.
- c. Cardholder(s) who are existing Emirates Skywards Gold or Emirates Skywards Silver members will retain their current status respectively.
- d. Emirates Emerald Credit Card holders will be eligible for Skywards Gold Tier membership on spends of INR Rs. 15 lakhs overall and INR 50,000 spend on Emirates (inclusive of 15 Lakhs)
- e. In case the customer spends INR Rs. 15 lakhs earlier than 12 months, upgrade will only happen post completion of 1 year from card issuance date & upon payment of the annual fee in subsequent year.
- f. The customer must be regular without any defaults.

g. For detailed rules on Skywards Miles tier membership and benefits, refer to [Emirates Skywards Programme Rules](#).

4. **Skywards Miles earned on card spends**

Spends category	Skywards Miles (per ₹ 100 spent)
All Categories	2.5
Insurance and Utility	1
Fuel, Cash advance, ATM withdrawal, Expenditure in form of EMI, Balance transfer, PLCC, Fees and other charges	0

- Skywards Miles will be credited to the Primary Cardholder(s) Emirates Skywards Membership Account within 48 hours of the statement generation date by the bank.
- Cardholders will not earn Skywards Miles on transactions that have been subsequently reversed.
- If there are any Supplementary Cardholder(s) linked to the card account, any Skywards Miles they earn by spending on their cards will also be credited to the Primary Cardholder's Emirates Skywards membership account.
- Skywards Miles earning is up to the credit limit assigned to the credit card for each statement cycle.
- The number of Skywards Miles earned from Credit Card spends will be displayed on the Primary Cardholder's monthly credit card statement.
- Where a refund is made on a Credit Card, the Skywards Miles total will be adjusted accordingly by ICICI Bank from subsequent Miles earnings
- Current Emirates Skywards members have the responsibility to enter their existing Emirates Skywards membership number when applying for the card.
- Please note, the Emirates Skywards membership number entered must be for an Emirates Skywards membership account in the Cardholder(s) name.
- If the Cardholder is not an existing Emirates Skywards member, the personal information such as, but not limited to, applicant name, registered email ID, registered mobile number, card variant availed and credit card account number will be shared by the Bank with Emirates to enroll the cardholder in Emirates Skywards.

5. Milestone Linked Tier Upgrade

- a. Cardholder(s) will qualify for Milestone linked tier upgrade when the Cardholder(s) crosses pre-defined qualifying retail spends threshold. Transactions that have been subsequently reversed will not be considered towards milestone benefit calculation.
- b. One Cardholder will be eligible only once per anniversary year for each pre- defined milestone benefit
- c. Qualifying spends towards milestone benefit calculation for the 1st year when the Cardholder(s) joins the Emirates Skywards ICICI Bank Credit Cards Programme will be considered for the period starting from the Primary card set up date till the end of the Anniversary Year. For the 2nd year, the spends will be considered from the 1st anniversary date till the 2nd anniversary date of the Credit Card and so on. The cumulative spends will be reset post the completion of each anniversary cycle.
- d. The following spends shall not be considered towards Milestone benefit:
 - i. Cash advance including but not limited to such other transaction which may be considered as cash advance(s) to the sole discretion of ICICI Bank;
 - ii. Service charge or interest levied for non-payment or part payment of the amount due on the Credit Card;
 - iii. Late payment charges and any other fees/charges in relation to and/or connected with the Credit Card;
 - iv. Joining Fee and Annual Fee for the Emirates Skywards ICICI Bank Credit Card and Emirates Skywards ICICI Bank Add-on Credit Card, if any;
 - v. Expenditure in the form of equated monthly installments (EMI) payments, balance transfer (BT), personal loan on credit cards (PLCC).
- e. Qualifying retail spends on Primary Cardholder(s) as well as add-on credit card(s) will be considered for determining the eligibility towards milestone achievement.
- f. Once the Cardholder qualifies for a milestone benefit, the Emirates Skywards Gold tier membership will be active upon payment of the annual fee in the subsequent year and if the Cardholder's account is not delinquent or cancelled at the time of such credit.

6. Airport Lounge and Spa Access

- a. As part of Dreamfolks Lounge Access Programme, Cardholder(s) shall have access to airport lounges across 115 countries around the world, regardless of the class or airline or frequent flyer membership
- b. Cardholder(s) can also access domestic and international airport lounge visits and spa sessions at selected airports in India every year, through complimentary Dreamfolks membership, as per eligibility of the card variant.
- c. For details on Dreamfolks Lounge Access Programme, please visit www.dreamfolks.in.

7. Emirates Skywards Rewards Programme

- a. A Member may earn Skywards Miles for flights or earn Skywards Miles using the qualifying services of Partners on or after his or her enrolment date. Partner transactions prior to enrolment date are not eligible for Skywards Miles.
- b. Skywards Miles are valid for a period of three years from the date on which a Member undertakes the relevant flight or enters into the applicable transaction with a Partner.

- c. Skywards Miles may be redeemed for Rewards only by that Primary Cardholder(s) or his or her travel co-ordinator (or by a parent or guardian on behalf of a Member under 18 years of age). To claim a Reward, a Primary Cardholder must have accumulated the required amount of Skywards Miles in his or her account. Primary Cardholder(s) may redeem Skywards Miles for Rewards at any time while the Skywards Miles are valid, subject to availability and applicable conditions as set out in these Programme Rules, the link to which has been provided below, or in terms and conditions imposed by Partners. Emirates Skywards may at any time without notice alter the number of Skywards Miles required to obtain a particular Reward, withdraw a Reward supplied or impose additional restrictions on a Reward or conditions of obtaining it.
- d. For further details on the programme kindly visit the below links:
 - About Emirates Skywards www.emirates.com/ae/english/skywards/
 - Emirates Skywards Programme Rules www.emirates.com/ae/english/skywards/emirates-skywards-programme-rules/
 - Membership benefits www.emirates.com/ae/english/skywards/about/membership-tiers/membership-benefits.aspx

V. NOTIFICATION OF CHANGES

1. ICICI Bank shall have the absolute 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 by hosting the same on ICICI Bank's website or in any other manner as decided by ICICI Bank. The Cardholder(s) shall be responsible for regularly viewing these Terms, including amendments thereto 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 or substitute the benefits, offers or eligibility parameters for such benefits or offers, computation methods for calculating the benefits or the terms and conditions applicable thereto at any time, with notice to the Cardholder(s), without assigning any reason(s) to the Cardholder(s).

VI. TERMS AND CONDITIONS GOVERNING THE CREDIT CARDS

1. This co- brand agreement includes revenue sharing between two parties as a part of terms agreed by Emirates Skywards and ICICI Bank
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 purpose only.
7. If the Cardholder(s) ceases to be Cardholder(s) at any time during the subsistence of the offers/benefits, all the benefits under the Offer shall lapse and shall not be available to the Cardholder(s).
8. All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.
9. All communication / 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".
10. In all matters relating to the offers/benefits, the decision of ICICI Bank shall be final and binding in all respects.
11. ICICI Bank reserves the right to modify/ change all or any of the terms applicable to the Credit Card without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the Credit Card without assigning any reasons or without any prior intimation whatsoever.
12. 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(s) and ICICI Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
13. The Cardholder(s) shall be bound by the terms and conditions stipulated by the third parties where services/offers are provided by such third parties.
14. No substitutions or exchange of offer, other than what is detailed in the communication sent to the Cardholder(s) shall be allowed. However, ICICI Bank reserves the right to substitute and/or change the offer or any of them, without any intimation or notice, written or otherwise to the Cardholder(s).
15. 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 / offer availed by the Cardholder(s) under the alliance offered by the third parties.
16. ICICI Bank reserves the right to disqualify the third party alliance partners or Cardholder(s) 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.
17. ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the goods and services offered by third parties.
18. The offers/benefits are not available wherever prohibited and / or on products / services for which such alliances cannot be offered for any reason whatsoever.
19. ICICI Bank would be deemed to have acted in good faith in response to any oral or electronic instruction or inquiry by the Cardholder(s) in respect of any matter in relation to this product and the provision of any offer or benefit hereunder.
20. The Cardholder(s) shall not be entitled to claim or allege any loss, damage, liability, expense attributable, directly or indirectly, to any such good faith action of ICICI Bank and the Cardholder(s) shall indemnify and hold ICICI Bank harmless in respect thereof.
21. On the termination of this Credit Card program, ICICI Bank may decide to either continue the Credit Cards with an alternate program or replace such Credit Cards with any other credit card(s) as issued by ICICI Bank from time to time.
22. 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 program, creation, to third-party entities.
23. Notwithstanding anything contained in this document, ICICI Bank shall not be held liable for any default or delay in performance of any obligation pertaining to the features and benefits of the Credit Card, 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 disputes, industrial action of any kind, unavoidable accident, national calamity, riot, pandemic, 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.