

DEFINITIONS

- “Alliance Partner” shall mean “Privilege Rewards (Classic Theme)”, who has entered into an alliance agreement with ICICI Bank for purpose of providing the Offer.
- “Offer” shall mean, that the existing and new ICICI Bank customer who will avail ICICI Bank product services during the offer period shall get upto 60% off on Adidas select merchandise that can be availed by ICICI Bank customer by paying required amount during the Offer Period on the www.privilegerewards.in
- “Offer Period” shall mean the period commencing from **1st July 2019 to 30th September 2019**, both days inclusive
- “Products/Services” shall mean the goods/benefits/facilities offered by the Alliance Partner.
- “Website” shall mean the following website of the Alliance Partner i.e. www.privilegerewards.in
- “Void Transaction” shall mean any transaction wherein the transaction has taken place but has been cancelled /rejected /unsuccessful by Privilege Rewards (Classic Theme).

Offer Details :

- Eligible Customer(s) can avail upto 60% off on Adidas select merchandise that can be availed by the Customer by paying required amount on Privilege Rewards (Classic Theme) website www.privilegerewards.in during the Offer period.
- The Offer is non-transferable, non-binding and non- encashable.
- The Offer is not valid for Void Transactions

Steps to avail the offer:

- Customer who are eligible to said Offer shall follow the below mentioned process:
- Customer has to Log on to the www.privilegerewards.in
 - Customer would use the Promo Code provided by ICICI Bank
 - [Customer shall select Adidas merchandise as per given categories at the website of the Alliance Partner.](#)
 - Customer shall make the payment through the ICICI Bank Credit / Debit card or ICICI Bank Internet Banking only.
 - Product selected by the ICICI Bank customer will be delivered by Alliance partner to the Customer.

Terms and Conditions as prescribed by Privilege Rewards (Classic Theme)

- This offer is brought to ICICI Bank customers solely by Privilege Rewards (Classic Theme)

). ICICI Bank is only communicating this offer on behalf of Privilege Rewards (Classic Theme)

- Offer valid till stock last.
- Once the ICICI Bank customer places an order it will be delivered within 20 working days.
- ICICI Bank customer undertakes to pay on the site through its registered payment gateway only.
- Privilege Rewards (Classic Theme) shall arrange replacement only if the Product(s) delivered has manufacturing defect & it is confirmed by the principal manufacturer / brand.
- ICICI Bank customer has to order through 'Privilege Rewards' only to avail of this offer.
- Products will be delivered only in India.
- ICICI Bank holds no responsibility for Products or services being offered by Privilege Rewards (Classic Theme) alliance with this offer.
- Any dispute shall be subject to the jurisdiction of Mumbai Courts only as the first court of adjudication.
- The Offer shall be subject to these terms and any other terms available on the Privilege Rewards (Classic Theme) website.
- Each Product(s) sold under these terms shall be deemed to be a separate contract. Privilege Rewards (Classic Theme) shall have the right to combine individual contracts for the purpose of making a combined claim, if any.
- ICICI Bank customer shall be responsible for payment of GST and all other duties / taxes as applicable to the sale. If at any time before or after delivery to the ICICI Bank customer of all or any part of the Product(s), any duty / tariff / tax or charge of whatsoever nature is imposed / increased by the Government of India, the State Government or any other authority or railway or shipping freight is increased with retrospective effect, then the ICICI Bank customer shall be liable to reimburse the Privilege Rewards (Classic Theme) the difference in the tax rate to the extent of such increase in respect of the supplies made prior to such change to the extent of the new imposition or increase thereof.
- Delay in delivery or Part Delivery of the Product(s) shall not render the contract voidable and the Privilege Rewards (Classic Theme) will not be liable for damages, compensation or otherwise on account of a delay or partial even if the Privilege Rewards (Classic Theme) is advised of such possibility earlier, whether or not the time is the essence of the contract. The ICICI Bank customer shall not have any right to reject the Product(s) or withhold payment, on account of any delay.
- If the ICICI Bank customer fails to take delivery on arrival of Product(s) at the delivery address, the ICICI Bank customer is liable to reimburse the Privilege Rewards (Classic Theme) all transport, storage and other related expenses including demurrages incurred by the Privilege Rewards (Classic Theme). The Privilege Rewards (Classic Theme) shall have the right to sell off / dispose of the goods at its sole discretion.
- Privilege Rewards (Classic Theme) shall have a general lien on all the Product(s) sold under these terms, whether or not the Products are in the possession of the ICICI Bank customer or any third party, till such time the Privilege Rewards (Classic Theme) is paid all payment due/s under this contract or any other contract with the ICICI Bank customer.

- Sale under these terms is subject to force majeure events. The Privilege Rewards (Classic Theme) shall not be liable for delay or non-delivery for reasons beyond the control of the Privilege Rewards (Classic Theme).
- All payments for the Product(s) must be made through the online payment gateway of “Privilege Rewards” by the ICICI Bank customer. The Privilege Rewards (Classic Theme) shall process the order only after receipt of full payment of the Products/services in advance on the on line platform.
- ICICI Bank customer acknowledges that Product(s) are sold AS IS received from the manufacturer or the third-party suppliers of the manufacturer. Privilege Rewards (Classic Theme) does not make any representations towards warranty or fitness for particular purpose in respect of the Product(s) sold. ICICI Bank customer explicitly agrees not to hold the Privilege Rewards (Classic Theme) (not being the manufacturer) responsible and liable for quality, functionality or defect in workmanship of the Product(s) sold under these terms including intellectual property infringement claims arising out of the Products. All claims of warranty / DOA should be addressed only to the manufacturer of the Product(s). Privilege Rewards (Classic Theme) will not accept any return of Product(s) unless agreed earlier in writing.
- Privilege Rewards (Classic Theme) statement as to weight, measures, quantity and quality shall be presumed to be correct and final and their responsibility for the Product(s) shall cease as soon as the Product(s) are handed over to the ICICI Bank customer / ICICI Bank customer representatives or to the carrier appointed by the ICICI Bank customer, as the case may be. The ICICI Bank customer explicitly acknowledges receipt of the Product(s) and packages in good condition with MRP label and other declaration required under the applicable provisions of the Legal Metrology Act and its related Central / State Rules, as amended from time to time. No dispute regarding the quantity, quality, fitness of Product(s) or issues relating to declarations in the packages can be raised, without the prior written consent of the Privilege Rewards (Classic Theme).
- Any notice or documents shall be deemed to be validly served on the ICICI Bank customer if sent by ordinary post / reputed courier to the last known address of the ICICI Bank customer or the place where the Product(s) are delivered under this contract or to the registered email address of the ICICI Bank customer.
- All or any dispute arising herein shall be resolved through the administrator appointed by the Privilege Rewards (Classic Theme) only. Either of the Party may notify the Dispute to the other party, enabling them to find an amicable settlement of the Dispute within 30 days of such notification. In the event of no amicable settlement is arrived within 30 days as stated supra, either of the party(s) shall refer the dispute to administrator of M/s. Classic Themes. The decision by the administrator shall be final and binding. ICICI Bank customer explicitly agrees and waives off any right to question the appointment of administrator as above. The Privilege Rewards (Classic Theme) shall also have the right to initiate the appropriate civil / criminal proceedings.
- It is acknowledged and confirmed that the Privilege Rewards (Classic Theme) shall have the right to transfer or assign any of its rights arising out of these terms / invoice including without limitation, the right to transfer and assign the receivables to any third party, without having to secure any consent from the ICICI Bank customer.

- The Privilege Rewards (Classic Theme) shall not be responsible for any wrong / mis-representation made by the ICICI Bank customer with respect to the Product(s). The total cumulative liability of the Privilege Rewards (Classic Theme) to ICICI Bank customer or to any third party, under any circumstances shall not exceed the purchase price received by the Privilege Rewards (Classic Theme) against the particular Product giving rise to such claim subject to return of the Product(s) to the Privilege Rewards (Classic Theme). The Privilege Rewards (Classic Theme) shall not be liable for indirect, special or consequential damages even if advised of such possibilities earlier.
- The ICICI Bank customer shall ensure strict compliance of the Product specific terms and conditions as published on the Privilege Rewards (Classic Theme)'s website www.privilegerewards.in which may be amended from time to time.
- ICICI Bank customer shall purchase the Product for personal use / consumption only.

Terms Prescribed by ICICI Bank for Adidas Offer

- ICICI Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the discount / benefit or of the Products/Services under the Offer provided by "Privilege Rewards (Classic Theme) . "
- The existence of a dispute, if any, regarding the Offer shall not constitute a
 - Any claim against ICICI Bank and shall be addressed directly by Privilege Rewards (Classic Theme). In the event of any customer claims arising due to any acts and omission on the part of ICICI or claims or fraud related to the net banking, ICICI shall be liable to address such disputes.
 - All communication / notices with regard to the said claims attributable to Privilege Rewards (Classic Theme) should be addressed to , **Privilege Rewards (Classic Theme)** Mumbai
 - All issues / queries / complaints / grievances relating to the Offer, if any , shall be addressed to Alliance Partner directly at the below mentioned email id without any reference to ICICI Bank. The same shall be addressed by Privilege Rewards (Classic Theme) within 15 working days of transaction.
Email: support@privilegerewards.in
- ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the products and services or the assured gifts / prizes.
- The Offer is not available wherever prohibited and / or on products / services for which such offers cannot be made available for any reason whatsoever.

- ICICI Bank and Privilege Rewards (Classic Theme) together reserve the right to modify/ change all or any of the terms applicable to the Offer without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the Offer without assigning any reasons or without any prior intimation whatsoever after the offer period.
- If the ICICI Bank customer ceases to be so at any time during the Offer Period , then all the benefits under the Offer shall lapse and shall not be available to such ICICI Bank customer.