

## **ICICI Bank's Refer a friend Program Terms and Conditions (ICICI Bank's Terms and Conditions of Referral Program)**

This Refer a Friend Program is provided by ICICI Bank UK PLC ("ICICI Bank") in association with Mention Me Limited ("MentionMe").

By participating in this Refer a Friend Program, you agree to ICICI Bank's Terms and Conditions and Mention Me's terms and conditions. If there is any conflict between ICICI Bank's Refer a Friend Program and Mention Me's Full Terms & Conditions, ICICI Bank's Terms & Conditions take precedence.

These are the terms and conditions governing the "Refer a friend Program" ("Program") being offered by ICICI Bank in association with MentionMe. The words "we", "us", "our" and words with a similar meaning refer to ICICI Bank. By participating in the Program, the Participant agrees to ICICI Bank's Terms and Conditions which may be amended or varied by ICICI Bank. Any changes in ICICI Bank's Terms and Conditions will be posted on <http://www.icicibank.co.uk/personal/faqs/terms-and-conditions.html>

### **Definitions:**

1. "UK Current Account" means the HomeVantage Current Account with us
2. "Referrer" refers to a person who holds an existing UK Current Account with ICICI Bank UK Plc.
3. "Referred Person" refers to the persons referred by an UK Current Account holder to us
4. "Successful Transaction" refers to money sent to registered beneficiary in India. Customers can make a transfer using ICICI Bank's Website, mobile banking app, money transfers through a branch or phone banking.
5. "Eligibility Criteria" Referred Person has to open a UK Current Account with us and makes a single or multiple Successful Transaction with a cumulative amount of £500 or more to India in next 60 days from the date of account opening.
6. "Offer" refers to a special credit of GBP 20 being applied in UK Current Account to Referrer and Referred Person when the Eligibility Criteria is met.
7. "Website" refers to the website of ICICI Bank as made available online at [www.icicibank.co.uk](http://www.icicibank.co.uk)

### **Terms of the Program:**

#### **Referrer Rewards:**

- The Offer is only available for Referrer and Referred Person when Successful Transaction is Carried within 60 days of UK Current Account opening date of the Referred Person
- ICICI Bank reserves the right to refuse the issue of any reward to any Referred Person or Referrer at any time.

- ICICI Bank reserves the right to modify/withdraw the Offer at any time without notice. This will be available on the Website at Terms and Conditions page of the Offer.
- The Offer will be received in the UK Current Account within 30 calendar days once the Referred Person meets the Eligibility Criteria

#### **Referred Person Rewards:**

- The Offer will be received in the UK Current Account within 30 calendar days once the Eligibility Criteria is met.
- Referred Person reward cannot be claimed by the same person making the referral.

#### **General:**

- The Program may be available for a limited period and may be withdrawn or discontinued without providing notice. Discontinuation of this Program will not impact the referrals already provided to us by a customer.
- The participation in this Program by the UK Current Account holder is voluntary.
- In all matters relating to the Program outlined hereunder, the decision of ICICI Bank UK shall be final and binding in all respects.
- The Program is governed by and construed in accordance with English law. All disputes arising under this Program are subject to the exclusive jurisdiction of the English Courts.
- ICICI Bank's Terms and Conditions of the Program are in addition to existing terms and conditions of [HomeVantage Current Account](#) and [Money Transfers to India](#). If there is any inconsistency between the Terms and Conditions governing remittances and the Terms and Conditions of this Program, the latter shall prevail.
- Personal information collected from the participant may be used by ICICI Bank or MentionMe for the purpose of administering this Program in accordance with ICICI Bank's privacy statement on our Website.
- This Program is not available for money transfers to India made through Money2India.com, a service operated by ICICI Bank Limited, India.
- Contractual or permanent employees of ICICI Bank UK PLC or its parent company are not eligible for this program

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## **Mention Me Terms and Conditions**

### **1. These Terms and Conditions**

1.1. Mention Me Limited are registered in England and Wales under company number 08382730 with a registered office at 20-22 Wenlock Road, London, N1 7GU ("we", "our" or "Mention Me"). Mention Me's UK VAT number is 177039686. Should you have any questions on these terms please get in contact with us at [legal@mention-me.com](mailto:legal@mention-me.com).

1.2. Mention Me provides the technology, support and administration services (the "Services") to enable merchants (the "Merchant") to run programmes (each a "Programme") through which they can offer their customers or clients rewards ("Rewards"). These Programmes may include the following services:

1.2.1. refer-a-friend services where customers or clients are offered Rewards in exchange for those customers or clients ("Referrers") referring their friends ("Referred Friends") to the Merchant's products or services (the "Merchant Goods or Services"); and

1.2.2. such other services where customers or clients are offered Rewards or the option to provide feedback to Merchants.

1.3. These terms apply to individuals who are accessing or using a Programme as a Referrer, a Referred Friend and/or otherwise a customer and the use of "User" or "you" shall be a reference to any of these terms as the context permits.

1.4. By participating in a Programme and using the Services, Users agree to these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety you should not participate in the Programme in any manner. Users may not participate in the Programme where doing so would be prohibited by any applicable law or regulations.

1.5. We reserve the right to modify or amend at any time these Terms and Conditions. Any amendments or new terms and conditions will be available on our website and/or via the landing page of the website where the relevant Programme is being offered. The Terms and Conditions that apply to you shall be the Terms and Conditions published at the time you participate in the relevant Programme.

## **2. The Programme**

2.1. The Programme, and your participation in it, is also subject to the Programme Terms and Conditions which are made available on the webpage where the relevant Programme is being offered.

2.2. You acknowledge and agree that the Programme is being offered and made available by the relevant Merchant. Mention Me's role and responsibility is limited to providing technology, administration and support services to the Merchant in connection with the Programme.

2.3. By agreeing to these Terms and Conditions and participating in a Programme you confirm that:

2.3.1. You are at least the minimum age permitted by applicable law to enter into these Terms and Conditions;

2.3.2. all of the information you have or will provide to Mention Me during your receipt of the Services is true and accurate, to the best of your knowledge; and

2.3.3. You are responsible for configuring and maintaining your hardware, software and network connection to enable you to access any Mention Me Platform (as defined below).

2.4 You agree that you will not, whilst using the Mention Me Services or accessing the Mention Me Platform:

2.4.1. use the Services for any illegal or immoral purposes, or for any purpose other than your participation in a Programme;

2.4.2. use the Services in any way that interrupts, damages or impairs them, or otherwise renders the Services less efficient;

2.4.3. impersonate any other person (living or dead), misrepresent your connection with a person or entity, or provide false or otherwise misleading information; and

2.4.4. access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the security measures of the Mention Me Platform.

2.5. When you send a communication to a Referred Friend, you confirm that:

2.5.1. any such Referred Friend is personally known to you;

2.5.2. You have, where reasonably practical, obtained the consent of the Referred Friend before contacting them;

2.5.3. You understand that you are the sender of all communications under the Services, and you should comply with all applicable laws in relation to the sending of electronic communications; and

2.5.4. You will not enter or otherwise use information of any third party or Referred Friend in order to use the Services for any bulk email distribution, distribution to strangers, or any other promotion of a personal link in a manner that would constitute or appear to constitute (in Mention Me's sole discretion) unsolicited commercial email or "spam".

2.6. For a User to qualify for a Reward, a Referred Friend must:

2.6.1. not be a current customer and have never been a customer of the Merchant under any email address or alias;

2.6.2. have purchased goods or services from the Merchant having accessed the Programme; and

2.6.3. comply with any other criteria notified to it.

2.7. If we reasonably believe that you have breached any of these Terms and Conditions, we reserve the right to immediately suspend or terminate your use of the Services without notifying you, and without further liability to you, including without any liability in respect of you no longer being able to participate in or benefit from any Programme.

2.8. We will not charge you a fee for receiving the Services. We may receive a payment from the relevant Merchant for your participation in the Programme.

### **3. Our Obligations to you**

3.1. Our obligations to you under these Terms and Conditions are limited to Mention Me using commercially reasonable endeavours to provide the Services to you in respect of your selected Programme.

3.2. All Programmes are independently operated by Merchants under separate Merchant Terms and Conditions. To benefit from any Programme, you must enter into an independent agreement between

you and the relevant Merchant, which Mention Me will not be a party to and under which we will have no rights or obligations.

3.3. Whilst we take reasonable steps to ensure Merchants operate responsibly and in compliance with applicable laws, Mention Me has no control over the operation of any Programme, and will not be liable for:

3.3.1. the performance of any Merchant under any Merchant Terms and Conditions;

3.3.2. the variation, suspension or cancellation of any Programme;

3.3.3. the offer, redemption or fulfilment of any Reward to you or any Referred Friend under any Programme; or

3.3.4. the supply of any Merchant Goods or Services to you or any Referred Friend by a Merchant under or in relation to a Programme.

3.4. We reserve the right to suspend or terminate the provision of some or all Services to the Merchant in respect of any Programme (whether generally or in respect of a specific User) at any time upon receipt of a request to do so by the Merchant or if we reasonably consider that such suspension of the services is necessary in the interests of Mention Me, the Merchant or any User.

3.5. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using any Mention Me Platform may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3.6. Users will be provided with a unique and personal Mention Me "sharing dashboard" page or account to view their referrals and any Rewards to which they are entitled.

#### **4. Data Protection**

4.1. You agree that Mention Me (in its capacity as data processor for the Merchant) may receive and use your personal data (including, without limitation, your name, telephone number, email address and postal address) in connection with and for the purposes of administering the Programme (the "Personal Data").

4.2. All Personal Data held by Mention Me is dealt with strictly in accordance with our Privacy Policy, a copy of which can be viewed [here](#).

4.3. We do not knowingly process personal data from children. If you are a child do not use or provide any information about yourself including without limitation your name, address, email address or screen name or user name you may use. If we learn that we have collected or received personal data from a child without verification of parental consent, we will delete that information. If you believe that we may have any information from or about a child, please contact us at the email address above.

## **5. Web pages hosted by Mention Me**

5.1. Certain of the web pages you visit or IT infrastructure you use in connection with the Programme may be hosted or operated by Mention Me (the "Mention Me Platform"). We do not guarantee that the Mention Me Platform will be secure or free from bugs or viruses.

5.2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

5.3. You must not misuse the Mention Me Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

5.4. Web pages we operate, including the Mention Me Platform, may contain links to other independent web pages which are not operated by Mention Me, including those operated by Merchants. Such independent sites are not under Mention Me's control, and we are not liable for, and give no warranty or guarantee of any sort, that we have checked, screened or approved their content or their privacy policies in any way.

5.5. You will need to make your own independent judgement about whether to use any such third party sites, including whether to buy any products or services offered by them.

## **6. Intellectual Property Rights**

6.1. The Services, the Mention Me Platform, and all information and materials contained on or in them, and all intellectual property rights which are expressed or embodied in any of them are the property of Mention Me or our licensors, and nothing in these Terms and Conditions is intended to transfer any rights in any of them.

6.2. You agree that any comments, communications, ideas or other materials or information ("Customer Suggestions") that you may provide to us through or in relation to the Services and the website is provided on a non-confidential basis. Furthermore, you agree that any Customer Suggestions you provide will be deemed to be our property once supplied to us and you assign all and any intellectual property rights that may exist in the Customer Suggestions to us. We will be under no restriction in relation to the Customer Suggestions and may use it as we see fit.

## **7. Our liability**

7.1. No part of these Terms and Conditions are intended to exclude or limit in any way our liability to you where it would be unlawful to do so. This includes our liability for:

7.1.1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or

7.1.2. fraud or fraudulent misrepresentation.

7.2. We will not be liable to you for any financial or economic loss or for any consequential or indirect loss such as loss to reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of or in connection with your participation in the Programme (whether suffered or incurred as a result of our negligence or otherwise).

7.3. For the avoidance of doubt, the liability excluded under clause 7 includes any loss arising from your dealings with any Merchant or arising from the Merchant Goods or Services and we shall have no liability to you whatsoever for any act or omission of the Merchant in connection with the Merchant Goods or Services or any of the matters set out in clause 3.3 above.

7.4. No part of these Terms and Conditions are intended to affect your legal rights.

## **8. General**

8.1. No term of these Terms and Conditions will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.

8.2. We may assign or sub-contract any of our rights or obligations under these Terms and Conditions.

8.3. If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

8.4. The agreement between you and Mention Me under these Terms and Conditions is personal to you and may not be transferred by you to any third party.

8.5. These Terms and Conditions shall be governed by English law and you agree that any dispute (contractual or non-contractual) arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of England.