

Cash Back Offer Terms & Conditions of Home Credit India Finance Private Limited

These terms and conditions apply to the Cash Back Offer (hereinafter referred to as "**Cash Back**") sponsored by Home Credit India Finance Private Limited (hereinafter referred to as "**Home Credit**"), wherein the Ujjwal Card customer(s) of Home Credit wherein the customers shall have the opportunity to earn Cash Back of upto INR 3000/- based on the loan amount financed by Home Credit to the customer while transacting on Flipkart platform. The details of Cash Back offer as per loan amount is annexed as Annexure - 1

1. Eligibility for & Participation for Cash Back Offer

- i. A customer shall be considered eligible to earn the cashback only if the customer has an approved loan from Home Credit and has successfully completed the post loan approval process of KYC Verification including Signing of Loan application and or Loan Summary for the purchase of commodity on Flipkart platform during the period starting from 19th Day of August, 2021 ("Start Date") till 30th Day of September, 2021 ("End Date"), both dates included ("Offer Period"). Home Credit at its sole discretion may extend the Offer Period without any subsequent notice.
- i. Home Credit reserves the right to exclude any person from the Cash Back Offer at any time on the grounds of him/her being the subject of criminal investigation or due to misconduct/ misbehavior or criminal record or conviction of any crime.
- ii. Employees, agents and representatives of Home Credit, its advertising and promotional agencies, suppliers of rewards, material and services related to this Cash Back Offer, as well as members of their immediate families (brothers, sisters, children, spouse and parents) are not eligible for this offer.

2. Reward and Procedure of Cash Back Offer

- i. Each customer shall be eligible to get only 1 cashback during the Offer Period.
- ii. The Customer shall be eligible for Cash Back only after successful repayment of first three Monthly Instalment on or before due date as mentioned in loan documents.
- iii. The Customer is required to download the HC Money App and complete the registration and KYC verification process as prescribed in HC Money App within 2 months of paying Monthly Instalments as per clause 2 (ii) above in order to receive Cash Back.
- iv. The Cash Back will be credited to HC Money wallet once the customer downloads the HC Money App in accordance with clause 2(iii) above.
- v. The Name and photographs of customers getting Cash Back may be used in advertising campaigns/ materials of Home Credit.
- vi. No Cash Back will be given if any information given by the customer is found to be false, incorrect, incomplete, misleading, or forged in the opinion of Home Credit.
- vii. Decision of Home Credit will be final and binding with regard to Cash Back Offer and no correspondence will be entertained in this regard.

3. Indemnification

- i. If a Customer is dissatisfied with the Cash Back Terms and Conditions of Home Credit, and/or the cash back credited by Home Credit, his/her sole and exclusive remedy is to not to opt for the Cash Back Offer.
- ii. Home Credit and its employees, representatives or its agencies shall not be liable for any loss or damage or pay compensation due to:

- a. Act of God including fire, earthquake, tempest, flood, lightning or any other act of God,
 - b. Governmental action including change of policy or law by the Government, acts of violence by any army or mob or enemies of the country or by any terrorist group or by any other irresistible forces, and
 - c. Other Force Majeure circumstances including outbreak of a pandemic/ epidemic situation, any kind of lockdown/ restrictions announced by Government.
- iii. Neither, Home Credit nor any of its affiliates shall be liable to perform any of its/their respective obligations under the terms and conditions of this Cash Back offer or in respect of the Cash Back where it is unable to do so as a result of circumstances beyond its/their control in the nature of explosions, natural calamities, state emergency, riots, or any other Force Majeure condition etc.
 - iv. Home Credit shall not be liable to compensate the customers in the above-mentioned circumstances and shall not be accountable/ liable for any disruptions/ stoppages/ interruptions or cancellation of the Cash Back Offer.
 - v. Home Credit, its employees, representatives or agents, will not be responsible for any NDNC (National Do Not Call) Registry regulation that comes into play. All customers who hereby agree and give express consent to Home Credit, its employees, representatives or agents for the Cash Back Offer that even if they are registered under NDNC, DND (Do Not Disturb), Home Credit, its employees, representatives or agents will have the valid authority to call and communicate with such shortlisted participants, by virtue of them having voluntarily participated in the Cash Back Offer.
 - vi. It is clarified that in case the Customer who becomes disqualified for this Cash Back offer on account of any Government restrictions, regulations, norms, policy etc., in such case the customer shall not have any claim against Home Credit .
 - vi. The Customer shall comply with these terms and conditions and waives any right to claim any ambiguity in these terms and conditions and release, indemnify and hold harmless Home Credit, and their respective affiliates, advertising and promotion agencies, and its respective agents, auditors, representatives, officers, directors and employees from and against any injuries, losses, damages, claims, actions, or any liability of any kind resulting from or arising from this Cash Back offer.

4. Dispute Resolution

- i. Any dispute, difference, or question relating to application, interpretation, implementation or validity of this Cash Back offer Terms and conditions, shall be governed and construed in accordance with the laws of India. The Courts at Gurugram (Haryana) shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Cash back offer.
- ii. In spite of the aforesaid, the customer agrees that the Home Credit, in its sole and absolute discretion, reserves the right to reject the loan application of any customer who is not found eligible for the loan facility.

5. Miscellaneous

- i. Mere application of loan facility in this Cash Back offer does not entitle a customer to receive cash back unless all other terms and conditions to avail loan facility including successfully completion of the post loan approval process of KYC Verification and or Signing of Loan application and sanction letter for the purchase of commodity by the customer. Any fraudulent conduct on the

part of the customer shall disentitle such customer to receive the Cash Back or loan from HOME CREDIT .

- ii. The customer may connect with the customer care team of Home Credit for inquiry related to the Cash Back Offer on 0124-662-8888 and/or care@homecredit.co.in
- iii. Home Credit reserves the right to change, defer, alter or cancel this Cash Back in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Any decision of Home Credit in this regard and in general with respect to this Cash Back and the terms and conditions thereto shall be final and binding.
- iii. The decision of Home Credit shall be final in all regards and no communication shall be entertained in this regard. None of the provisions of these Terms and Conditions shall be deemed to constitute a partnership or agency between any customer and Home Credit and the customers shall not have the authority to bind Home Credit in any manner whatsoever.
- iv. Home Credit reserves the right to terminate, modify or extend the date of the Cash Back, at any time at its absolute discretion, without assigning any reason whatsoever. All decisions of Home Credit in respect of the Cash Back Offer and the rewards therein shall be final and binding.
- v. Home Credit India reserves the right: (a) to disqualify any of the customer if it has reasonable grounds to believe such customer has breached any of the Terms. No intimation shall be sent to the customers who are disqualified and/or not amongst the winners.
- vi. Cash Backs are non-transferable and are on an 'as is' basis. No cash claims or any other claims, whatsoever, can be made in lieu of Cash Back.
- vii. Customers acknowledge and agree that they shall not imply or construe any term or condition unless the same is explicitly mentioned by the Home Credit.

Annexure – 1

Details of Cashback Offer

Eligibility for earning the cash back by a customer is as mentioned below:

- <10000 Loan Amount = ZERO
- 10000 – 14999 Loan Amount = INR 200
- 15000 – 19999 Loan Amount = INR 500
- 20000 – 29999 Loan Amount = INR 1000
- >30000 Loan Amount = INR 3000