

## 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 customers eligible for a loan facility under Ujjwal Card from **Super Cupo – Ujjwal EMI Card Mobile Application** (POS) shall have the opportunity to earn **Flat 3% Cash Back of the loan amount subject to the maximum amount of INR 1500/-**, subject to below mentioned conditions, which is financed by Home Credit to the customer.

### 1. Eligibility for & Participation in Cash Back Offer

- i. A customer shall be considered eligible to earn the Cash Back only if the customer has successfully completed the post loan/transaction approval process of KYC Verification and/or Signing of Loan / Transaction Documents for the purchase of Flipkart Gift Card under Ujjwal Card issued by Home Credit during the Cash Back Offer period starting from 2<sup>nd</sup> May, 2022 ("**Start Date**") till 31<sup>st</sup> August, 2022 ("**End Date**"), both dates included, only at **Super Cupo – Ujjwal EMI Card Mobile Application** (POS) with a minimum transaction of INR 5000/-.
- ii. 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 a criminal investigation or due to misconduct/misbehaving or criminal record or conviction of any crime.
- iii. 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. The cashback offer is exclusively for new customers subject to applicable terms and conditions and KYC guidelines mentioned on the website of Home Credit, i.e., [www.homecredit.co.in](http://www.homecredit.co.in)
- ii. The Customer is required to download the **Super Cupo – Ujjwal EMI Card Mobile Application** and complete the registration & Minimum KYC verification (PAN Card details) process as prescribed in **Super Cupo – Ujjwal EMI Card Mobile Application**.
- iii. The Cash Back Offer is applicable only on Flipkart Gift Card financed by Home Credit having a minimum transaction of INR 5,000/-.
- iv. The Customer shall be eligible for Cash Back only after successful purchase of Flipkart Gift Card through **Super Cupo – Ujjwal EMI Card Mobile Application**.
- v. **The Cashback amount would be credited to the customer's bank account registered with Home Credit within 48 working hours of successful transaction as per Clause 1(i) mentioned herein above.**
- vi. The Name and photographs of customers getting Cash Back may be used in advertising campaigns/ materials of Home Credit and by participating in the Cash Back Offer, the customer provides his/her consent for the same.

- vii. 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.
- viii. Decision of Home Credit will be final and binding with regards 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 Offer Terms and Conditions of Home Credit, and/or the Cash Back credited by Home Credit, his/her sole and exclusive remedy is 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 Other Force Majeure circumstances including the 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 such shortlisted participants, by virtue of them having voluntarily participated in the Cash Back Offer.
- vi. It is clarified that in case the Customer becomes disqualified for this Cash Back offer on account of any Government restriction, regulations, norms, policy, etc. The customer shall not have any claim against Home Credit.
- vii. 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 Cashback offer.

#### 4. **Dispute Resolution**

- i. Any and all dispute(s), the difference(s), or question(s) relating to the 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 Cashback offers.
- 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 under Ujjwal Card including successful completion of the post loan/transaction approval process of KYC Verification and or Signing of Loan / Transaction documents for the purchase of any mobile handset & Home Appliance 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 inquiries related to the Cash Back Offer on 0124-662-8888 and/or [care@homecredit.co.in](mailto: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.
- iv. 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.
- v. Home Credit reserves the right to terminate, modify or extend the date of the Cash Back Offer, at any time at its absolute discretion, without assigning any reason whatsoever. All decisions of Home Credit in respect of the Cash Back Offer shall be final and binding.
- vi. Home Credit India reserves the right: (a) to disqualify any of the customers if it has reasonable grounds to believe such customer has breached any of the Terms. No intimation shall be sent to the customer(s) who is disqualified from the Cash Back Offer.
- vii. The 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.
- viii. The customer(s) acknowledge and agree that they shall not imply or construe any term or condition unless the same is explicitly mentioned by the Home Credit.

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