

OPPO Lucky Draw
Terms and Conditions of Home Credit India Finance Private Limited

These terms and conditions apply to the OPPO Lucky Draw (hereinafter referred to as "**Lucky Draw**") sponsored by Home Credit India Finance Private Limited (hereinafter referred to as "**Home Credit**") and OPPO Mobiles India Private Limited (hereinafter referred to as "**OPPO**"), wherein the eligible customers of Home Credit shall have an Opportunity to win OPPO Enco W11 worth INR 2499/- each. Home Credit and Oppo shall together be called as Organizers.

By participating in the Lucky Draw, the customer(s) fully and unconditionally agree(s) to accept and abide by the terms and conditions of OPPO Lucky Draw hereinafter specified (referred as "**OPPO Lucky Draw Terms and Conditions of Home Credit**" and available on www.homecredit.co.in).

1. Eligibility for & Participation in Lucky Draw

- i. The Lucky Draw is open for all citizens of India only who are above 18 years of age., but excludes employees and the family members of Home Credit & OPPO along with its associate companies, its advertising and promotional agencies and its auditors / executing agencies or anyone else professionally connected with the above. The customer shall be considered eligible to participate in Lucky Draw only if the customer purchases an OPPO F17, OPPO F17Pro, OPPO Reno 4 Pro or OPPO Reno 3 Pro mobile phone which is financed on easy Equated Monthly Instalment (EMI) from Home Credit between the period period ("**Offer Period**") starting from 19th September 2020 ("**Start Date**") till 10th November 2020 ("**End Date**") (both dates included).
- ii. Home Credit reserves the right to exclude any person from the Lucky Draw at any time on the grounds of him/her being the subject of criminal investigation or due to misconduct/ misbehave or criminal record or conviction of any crime.
- iii. Employees, agents and representatives of Home Credit, its advertising and promotional agencies, suppliers of prizes, material and services related to this Lucky Draw, as well as members of their immediate families (brothers, sisters, children, spouse and parents) are not eligible to participate in Lucky Draw.

2. Procedure of Lucky Draw

- i. Home Credit shall conduct the Lucky Draw out of the pool of eligible customers as per Clause 1. The draw will be conducted as per the below mentioned table:

S. No	Customer purchasing within below mentioned Dates shall be eligible for Lucky Draw		Lucky Draw Announcement
	Start Date	End date	
1	19 th September 2020	10 th November 2020	Weekly (Every Monday)

- ii. There will be 2 lucky winners every day in the lucky draw result which shall be announced by Home Credit. The quantity is fixed for 2 prizes per day. All the lucky winners will get OPPO Enco W11 worth INR 2499/- each prize during Lucky Draw Offer Period mentioned above.
- iii. The Lucky draw winners will be announced and informed within 10 days from the day of purchase and the gifts will be dispatched by OPPO at the residential address of the winning customer within 15 days from the date of announcement.
- iv. The Winners shall be selected through a lucky draw and the names of the winning customer's shall be announced on the social media channels and website of Home Credit. The winners will be shortlisted in Lucky Draw through an electronic draw made on random basis by Home Credit.

- v. The Winners shall be announced on all the platforms i.e., Social Media, via Dealer and Network touchpoints including whatsapp groups, sticker etc.
- vi. Each customer shall be eligible to participate only once in Lucky Draw.
- vii. Home Credit shall communicate the winning customers either by phone call on their mobile number registered with Home Credit or by sending e-mail at registered e-mail id of the customer available with Home Credit, as may be decided by Home Credit. Home Credit shall not be held liable, if the winning customer(s) does not receive the information due to the incorrect mobile numbers/ e-mail id.
- viii. The photographs of winning customers may be used in advertising campaigns/ materials of Home Credit.
- ix. OPPO Enco W11 shall be directly delivered by OPPO at the Residential Address of the winning customer, as communicated by the Customer to Home Credit within 15 days from the date of announcement of lucky draw.
- x. No prize will be awarded if any information given by the winning customer is found to be false, incorrect, incomplete, misleading or forged in the opinion of Home Credit.
- xi. In the event of death of the winning customer, no claim from the nominee or his/her legal heirs of the winning customer shall be entertained for receiving the prize.
- xii. Decision of Home Credit will be final and binding with regard to Lucky Draw and prizes and no correspondence will be entertained in this regard.

3. Indemnification

- i. If a Customer is dissatisfied with the Lucky Draw Terms and Conditions of Home Credit, and/or the prize delivered by OPPO, his/her sole and exclusive remedy is to not to participate in the Lucky Draw.
- ii. Home Credit or OPPO 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 Lucky Draw or in respect of the prize 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 OPPO Lucky Draw.
- 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 participate hereby agree and give express assent to Home Credit, its employees, representatives or agents for the Lucky Draw 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 Lucky Draw.
- vi. It is clarified that in case the winner become disqualified on account of any Government restriction, winner regulations, norms, policy etc., in such case Winner shall not have any claim

against Organizer for the same and shall be deemed to have availed of his/her prize.

- vii. Customers 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/OPPO and its 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 Lucky Draw.

4. Dispute Resolution

- i. Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of these terms and conditions of Lucky Draw or the subject matter thereof shall be referred to the sole arbitrator to be appointed by Home Credit for arbitration in the territory of Gurugram (Haryana, India) as per the provisions of the Arbitration and Conciliation Act, 2015 with such modification and amendments as may be in force for the time being and the decision of the arbitrator shall be final and binding on the parties.
- ii. In spite of the aforesaid, the participants agree that the Organizers, in their sole and absolute discretion, reserves the right to provide alternative prizes to the winners for an equivalent value, if such winner is not disqualified as per the Terms mentioned herein. The participants and winners expressly agree that no claim shall be made against the Organizers, if alternative prizes of an equivalent value are provided and acknowledge that no participant shall be entitled to more than one prize for this Lucky Draw.
- iii. All dispute arises between the Parties relating to application, interpretation, implementation or validity of this Lucky Draw shall be governed and construed in accordance with the laws of India. The Courts of competent jurisdiction at Gurugram (Haryana) shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Lucky Draw.

5. Miscellaneous

- i. Mere participation in this Lucky Draw does not entitle a customer to a prize unless all other terms and conditions are fully complied with. Any fraudulent conduct on the part of the customer shall disentitle such customer to receive the prize under this Lucky Draw.
- ii. By participating in this lucky draw, the customer provides his consent that Home Credit shall be sharing the Name, Address and mobile number of the winning customer only with OPPO for the purpose of dispatching and delivering the prize to the winning customer.
- iii. The participants and the winners agree that they are providing their personal information and documents to Home Credit & OPPO out of their volition and they shall have no claims against them or anyone associated with Home Credit & OPPO for using their personal information and documents for any purpose connected with this Lucky Draw. Further, the participants and the winners absolve Home Credit & OPPO and anyone associated with them in case their personal information and documents are misused by any third party whose actions cannot be effectively controlled by them.
- iv. The customer may connect with the customer care team of Home Credit for inquiry related to the announcement of the Lucky Draw on 0124-662-8888 and/or care@homecredit.co.in
- v. The customer may connect with the customer care team of OPPO for inquiry related to OPPO Enco W11 or any services related to the product on email service.in@oppo.com Facebook- **OPPO Care India**, Twitter- **@OPPOCareIN**.
- vi. Home Credit reserves the right to change, defer, alter or cancel this Lucky Draw 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 Lucky Draw 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 Lucky Draw, at any time at its absolute discretion, without assigning any reason whatsoever. All decisions of Home Credit in respect of the Lucky draw and the prizes therein shall be final and binding.
- vi. Home Credit India reserves the right: (a) to disqualify any of the customer / winning 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.
- vii. Notification of the Winner status must be kept confidential until the Winners are publicly revealed by Home Credit, otherwise the prize shall be forfeited and the same shall be final and binding and no correspondence in this regard shall be entertained.
- viii. Prizes are non-transferable and are on an 'as is' basis. No cash claims or any other claims, whatsoever, can be made in lieu of prizes.
- ix. Any costs or expenses incurred to participate in the Lucky Draw and/or to claim the Prize, if any and as applicable shall be solely borne by the Winner and the organizers shall not be liable for any such costs or expenses.
- x. 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.