Contest Terms & Conditions of Home Credit India Finance Private Limited

These terms and conditions apply to the contest (hereinafter referred to as "**Contest**") sponsored by Home Credit India Finance Private Limited (hereinafter referred to as "**Home Credit**"), wherein the eligible participants have an opportunity to win Samsung Galaxy Z Flip 4 Offer (hereinafter referred to as "**Samsung Mobile**") as per the terms and conditions laid down herein.

1. Eligibility for Participation and Contest Term

i.

- Participants fulfilling all the below conditions shall be considered eligible for the Contest;
 - Participant has applied for the personal loan through Home Credit mobile applications available at
 Home Credit https://onlineapply.homecredit.co.in/home-credit-personal-loan-contest/

Home Credit - <u>https://onlineapply.homecredit.co.in/home-credit-personal-loan-contest/</u> Home Credit SuperCupo - <u>https://onlineapply.homecredit.co.in/supercupo-personal-</u> <u>loan-contest/</u>

- b. The loan amount is successfully approved and disbursed by Home Credit as per the terms and conditions of the loan Application Form submitted by participant on the Home Credit mobile applications.
- ii. The Contest(s) will be valid from the period starting from 1st September 2022 ("Start Date") till
 30th September 2022 ("End Date") (both dates included) ("Contest Term")
- iii. Home Credit reserves the right to exclude any person from the Contest 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.
- iv. Employees, agents and representatives of Home Credit, its advertising and promotional agencies, suppliers of rewards, material, and services related to this Contest, 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 Samsung Mobile Offer

- i. Home Credit shall conduct the draw out of the pool of eligible participants. The draw will be conducted after the End Date of Contest Term and the winner shall be announced by 15th October 2022 on Home Credit social media channels.
- ii. There will be total two (2) lucky winners during the Contest Term.
- iii. The two lucky winners will get Samsung Galaxy Z Flip 4 each during Contest Term.
- iv. Each participant shall be eligible to participate only once in the Contest.
- v. Home Credit shall communicate the winning participant either by phone call on their mobile number registered with Home Credit or by sending SMS or e-mail at registered e-mail id and mobile number available with Home Credit, as may be decided by Home Credit. Home Credit shall not be held liable, if the winning participant(s) does not receive the information due to the incorrect mobile numbers/ e-mail id.
- vi. The Samsung Mobile would be delivered only at the participant registered address available with Home Credit, within 60 days after the date of winner announcement by Home Credit.
- vii. The Name and photographs of participant getting Samsung Mobile may be used in social media, advertising campaigns/ materials of Home Credit and by participating in the Contest, the participant provides his/her consent for the same.

This item's classification is Internal. It was created by and is in property of the Home Credit Group. Do not distribute outside of the organization.

- viii. No Samsung Mobile will be given if any information given by the participant is found to be false, incorrect, incomplete, misleading, or forged in the opinion of Home Credit.
- ix. Decision of Home Credit will be final and binding with regards to Contest and no correspondence will be entertained in this regard.

3. Indemnification

- i. If the participant is dissatisfied with the Contest Terms and Conditions of Home Credit and the reward, his/her sole and exclusive remedy is not to opt for the Contest.
- 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 Contest or in respect of the Samsung Mobile 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 participant in the above-mentioned circumstances and shall not be accountable/ liable for any disruptions/ stoppages/ interruptions or cancellation of the Contest.
- 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 participants hereby agree and give express consent to Home Credit, its employees, representatives, or agents for the Samsung Mobile 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 Contest.
- vi. It is clarified that in case the participant becomes disqualified for this Samsung Mobile offer on account of any Government restriction, regulations, norms, policy, etc. The participant shall not have any claim against Home Credit.
- vi. The Participants 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 Contest.

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 Contest 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 this Contest.
- ii. In spite of the aforesaid, the participant agrees that the Home Credit, in its sole and absolute discretion, reserves the right;
 - a. to reject the loan application of any participant who is not found eligible for the loan facility.
 - b. to provide alternative reward 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 and acknowledge that no claim shall be made against the Home Credit in such scenarios and the decision of Home Credit shall be final and binding on the participants.

5. Miscellaneous

- i. Any fraudulent conduct on the part of the participant shall disentitle such participant to receive the Samsung Mobile or loan from Home Credit.
- ii. The participant may connect with Home Credit for inquiries related to the Contest on 0124-662-8888 and/or <u>care@homecredit.co.in</u>
- iii. Home Credit reserves the right to change, defer, alter or cancel this Contest 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 Contest 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 participant and Home Credit and the participant 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 Contest, at any time at its absolute discretion, without assigning any reason whatsoever. All decisions of Home Credit in respect of the Contest shall be final and binding.
- v. Home Credit India reserves the right: (a) to disqualify any of the participant, if it has reasonable grounds to believe such participant has breached any of the Terms. No intimation shall be sent to the participant(s) who is disqualified from the Contest.
- vi. The Samsung Mobiles are non-transferable and are on an 'as-is basis. No cash claims or any other claims, whatsoever, can be made in lieu of Samsung Mobile.
- vii. The participant (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.
- viii. This Contest is not applicable on /available to the residents of the state of Tamil Nadu, as per Tamil Nadu Prize Scheme (Prohibition) Act, 1979, and wherever else prohibited by law in force
