

Vivo X50 Lucky Draw
Terms and Conditions of Home Credit India Finance Private Limited

These terms and conditions apply to the Vivo X50 Lucky Draw (hereinafter referred to as "**Lucky Draw**") sponsored by Home Credit India Finance Private Limited (hereinafter referred to as "**Home Credit**") wherein the eligible customers of Home Credit have an opportunity to win Amazon Voucher worth ₹5000/-.

By participating in the Lucky Draw, the customer(s) fully and unconditionally agree(s) to accept and abide by the terms and conditions of Vivo X50 Lucky Draw hereinafter specified (referred as "**Lucky Draw Terms and Conditions of Home Credit**") and available on www.homecredit.co.in.

1. Eligibility for & Participation in Lucky Draw

- i. A customer shall be considered eligible to participate in Lucky Draw only if the customer has an approved loan from Home Credit between the period starting from 1st August, 2020 ("**Start Date**") till 29th August, 2020 ("**End Date**") (both dates included) for the purchase of Vivo X50 mobile phone.
- ii. Home Credit reserves the right to exclude any person from the Lucky Draw at any time on the grounds of him 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 in 3 phases as per the below mentioned table:

Phase	Customer purchasing within below mentioned Dates shall be eligible for Lucky Draw		Lucky Draw Announcement
	Start Date	End date	
1	1 st August 2020	13 th August 2020	15 th August 2020
2	14 th August 2020	20 th August 2020	22 nd August 2020
3	21 st August 2020	27 th August 2020	29 th August 2020

- ii. All the lucky winners will get vouchers worth ₹5000/- during Vivo X50 Lucky Draw.
- iii. Lucky Draw shall be made vide YouTube Live streaming the link of which shall be made available to the customers and dealers. The winners will be shortlisted in Lucky Draw through an electronic draw made on random basis by Home Credit.
- iv. Each customer shall be eligible to participate only once in Lucky Draw.
- v. 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.
- vi. The photographs of winning customers may be used in advertising campaigns/ materials of Home Credit.

- vii. The Amazon Voucher shall be sent through email to the winning customer after verifying the email address of the customer.
- viii. 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.
- ix. 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.

3. Indemnification

- i. If a Customer is dissatisfied with the Lucky Draw Terms and Conditions of Home Credit, and/or the prize, his/her sole and exclusive remedy is to not to participate in the Lucky Draw.
- ii. Home Credit, 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 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.

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. 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. 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.
- 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 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.
- v. 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.