

Terms and Conditions

Please read these TnCs before entering the Tata Capital Loan Utsav (the “**Loan Utsav**”). You agree that, by registering, you will be bound by these TnCs and you acknowledge that you satisfy all eligibility requirements of the Loan Utsav.

I. ELIGIBILITY:

Only individual legal resident citizens of the India who are of 18 years or older at the time of registration and competent to enter into a contract within the meaning of Indian Contract Act, 1872, will be eligible for the Loan Utsav. Individuals shall avail any of the Loan Products (as defined hereinafter) from Tata Capital and thereafter register at the portal, the link for which is provided hereinbelow in order to become eligible to participate in the Loan Utsav. This Loan Utsav is valid at prescribed locations only. Entries with incomplete or incorrect information will be deemed void and invalid. **Please note that the Loan Utsav is not available and is not being conducted in the State of Tamil Nadu.**

“**Loan Products**” includes Personal Loan, Business Loan, Consumer Durable Loan, Two Wheeler Loan, Loan Against Property, Loan Against Security, Used Car Loan.

II. HOW TO PARTICIPATE:

- (a) Only the individuals who avail disbursement from Tata Capital under any of the Loan Products from 1st October, 2019 to 30th November, 2019 (hereinafter the “**Eligible Customer(s)**”) shall be eligible to participate in the Loan Utsav by registering through the specified links or by giving a missed call to the specified number to convey his/her participation which would be followed by an SMS containing a question which he/she has to answer within the period of 1st October, 2019 to 30th November, 2019 (the “**Loan Utsav Period**”) i.e., the Eligible Customers may participate in the Loan Utsav within the Loan Utsav Period.
- (b) Eligible Customers would reply to the questions along with verification of age and residence (ensuring the eligibility criteria are met) and be eligible for a prize/reward upon providing correct reply to the same.
- (c) Thereafter, in the event more than one Eligible Customer replies with the correct answer, the winner of the Loan Utsav will be selected by way of a lucky draw process. Only the entries received during the Loan Utsav Period shall be considered.
- (d) The customers including Eligible Customers of Tata Capital acknowledge, understand and confirm that Tata Capital is not charging any fee and neither any fee nor charge for entering the Loan Utsav is being covered within the fees, interest and/or other charges being charged to the customers under/for the Loan Products. The Eligible Customers acknowledge, understand and confirm that the Loan Utsav is free of consideration and no payment is required to be done (in any form including as part of the fees or otherwise) by the Eligible Customers for participating in the Loan Utsav.
- (e) Please ensure to use for your loan registration number same mobile number for registration

III. MAILING LIST:

By entering the Loan Utsav, Eligible Customers consent to being placed on a mailing list for promotional and other materials for Tata Capital. The Eligible Customers may update or change your email preferences at the Email preferences page.

IV. PRIZES:

Any graphics of the prize as depicted in any communication regarding the Loan Utsav are for representation purposes only. The actual prizes may differ in colour and appearance. The Eligible Customers acknowledge and agree that Tata Capital does not give any guarantee, assurance, warranty, representation (express or implied) regarding the performance and/or quality of any of the goods and/or services being distributed/offered as prize(s). The voucher(s) and the prize(s) may need to be redeemed within a particular period as mentioned below and all the prizes would be subject to the terms and conditions of the manufacturer(s)/service provider(s).

Eligible Customers are eligible to win any of the below mentioned prizes –

- Car
- Laptop
- Mobile phone(s)
- Croma vouchers
- Mahindra Holiday voucher(s)
- Titan Watches

V. PRIZE DRAW:

All the Eligible Customers that have successfully answered the questions asked to them pursuant to registration shall be eligible for a random draw to select the winner. Tata Capital will pick winners on the following days:

- (i) For daily winners: On the 22nd October, 2019 for the Eligible Customers taking disbursement under the respective Loan Product from 1st October, 2019 to 21st October, 2019. Thereafter, on a daily basis for disbursement on the last business day;
- (ii) For weekly winners: after a week of disbursement for weekly prizes; (all customers of all previous weeks will be considered) and
- (iii) For monthly winners: after a month of disbursement for monthly prize. (all customers of the entire of 2 months will be considered)

Month	October	October	October	October	October	November	November	November	November
Week	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9
Dates	1st to 5th	7th to 12th	14th to 19th	22nd to 26th	28th to 2nd	4th to 9th	11th to 16th	18th to 23rd	25th to 30th
Action	Registrations	Registrations	Registrations	Registrations	Registrations	Registrations	Registrations	Registrations	Registrations
Random Selection & Winner Announcement	NA	NA	NA	Dibursal files from 1st to 3rd week	Dibursal files from 1st to 4th week	Dibursal files from 1st to 5th week	Dibursal files from 1st to 6th week	Dibursal files from 1st to 7th week	Dibursal files from 1st to 8th week

For the daily draws winners of previous all draws will be excluded.

The draw will be aggregated at the end of the Loan Utsav Period i.e., 30th November, 2019. The winners will be announced on the Tata Capital website and will also be notified via SMS about the prize won by them.

The Eligible Customer(s) acknowledge and confirm that any voucher(s) won in the Loan Utsav, shall be redeemed by the winner within number of days mentioned on voucher. Further, any prize(s) won by the winner shall be claimed within 60 days number of days from the date of announcement of the winner. In the event the prize(s), including voucher(s) are not claimed within the aforesaid number of days, then Tata Capital shall at its own discretion can decide to give away the prize(s) to the next Eligible Customer by drawing a fresh lucky draw or Tata Capital may choose not to giveaway / distribute the prize(s). The Eligible Customers acknowledge and confirm that the decision(s) of Tata Capital on all aspects relating to the Loan Utsav contest shall be final and binding.

The prizes won under the Loan Utsav may not be transferred, assigned, or redeemed for cash. The Eligible Customers agree that the decisions of Tata Capital related to the Loan Utsav and all drawings are final. It may be noted that if the entry is incomplete or if the Eligible Customer uses robotic, automatic, programmed or similar entry methods, the said entry will be void.

Tata Capital reserves the right to request the Eligible Customers to provide KYC documents and proof of identity to claim the prizes. The Eligible Customers will be required to share a valid proof of identity and age in the form of a copy of Aadhar Card / PAN Card / Driving License / Voter ID / Indian passport. PAN card is mandatory for prizes with MRP greater than or equal to Rs. 10,000.

VI. ODDS OF WINNING:

Odds of winning depend on the number of eligible registrations received. Eligible registrations are ones that satisfy the eligibility criteria outlined above and follow the steps outlined in the 'how to participate' section above. Each Eligible Customer is eligible to win only once.

To become eligible for winning the prize – (i) the Eligible Customers who have registered within the period of 1st October, 2019 till 30th November, 2019 will be considered and (ii) shall have obtained the disbursement within the period of 1st October, 2019 till 30th November, 2019 will be considered.

Only log-in and registration will not suffice for being eligible for the random draw process, the winners will be drawn on the basis of disbursed cases.

VII. ADDITIONAL TERMS:

Employees of Tata Capital and its group companies (i.e., Tata Capital Group) and their relatives (as defined in Companies Act, 2013) as well as directors of Tata Capital are not eligible to participate.

Tata Capital shall have the sole discretion to discontinue/cancel/modify/amend the contest/TnCs as the case may be without any prior intimation, consent or any liabilities whatsoever. The Eligible Customers agree that the offer is at the sole discretion of Tata Capital.

The Eligible Customers agree that the Loan Utsav contest is an additional benefit for the Eligible Customers having a relationship with Tata Capital and is not prejudicial to the interests of the Eligible Customers. The Eligible Customers agree that the terms and condition of the Loan Utsav contest are fair in nature and not meant for merely promoting the products or services of Tata Capital. That the Eligible Customers agree and confirm that they are not availing any of the Loan

Products because of the Loan Utsav contest and their decision to avail the Loan Product(s) from Tata Capital is independent of any offers or contests being held / to be held by Tata Capital.

The Eligible Customers acknowledge and understand that there is no consideration of any nature whatsoever being charged to the Eligible Customers. If any money/consideration of any nature is charged to the Eligible Customers by any employee, the Eligible Customers should bring the same to the notice of Tata Capital and Tata Capital shall endeavour to take action against such person/entity.

The decision of Tata Capital on all aspects relating to the contest shall be final and binding. All disputes are subject to the exclusive jurisdiction of the courts at Mumbai.

All claims, disputes, differences or questions of any nature arising between the parties to the TnCs, whether during or after the termination of the TnCs, in relation to the rights, duties, liabilities of the parties arising out of these TnCs or in relation to the Loan Utsav, shall be referred to the sole arbitrator appointed by Tata Capital. The parties hereto mutually agree and confirm that the arbitration proceedings shall be conducted in English and in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time and the proceedings shall be held at Mumbai. Pending the giving of the award including interim award, the Eligible Customer shall be liable to perform all its obligation under the TnCs. The arbitral award shall be final and binding upon the Eligible Customers. The cost of arbitration shall be borne in such manner as the arbitrator may decide.

The Loan Products are offered at the sole discretion of Tata Capital. Nothing with regard to the Loan Utsav contest/TnCs shall have any nexus or bearing with the Loan Products availed by the Eligible Customers and/or their eligibility or obligations thereunder or any future facility that they may desire to avail.

Nothing contained in the TnCs/ dispute arising out of the TnCs or Loan Utsav shall absolve and/or have any bearing upon the obligation towards repayment of such Loan Products availed by the Eligible Customers. The Eligible Customer agrees to make timely repayments towards the said Loan Products availed/purchased by him/her irrespective of the outcome of the lucky-draw conducted under the Loan Utsav.

All the winners shall be responsible for their taxes and other statutory charges for the prizes won by them including ancillary costs /local and other taxes will be charged and TDS/GST norms as applicable.