

# **Friendship Rewards Terms and Conditions**

These terms and conditions apply to the Friendship Rewards program ("Program") of Omni Financial and its subsidiaries and affiliates ("Omni"). By participating in the Program, you agree to be bound by these terms and conditions. Information collected through the Program is subject to Omni's Privacy Policy in addition to the terms and conditions set forth herein.

# 1. <u>Eligibility and Exclusions</u>

The Program is open to U.S. legal residents only who are at least eighteen (18) years old and <u>is</u> not available and voided where prohibited by law.

Employees, officers, directors, affiliates, subsidiaries, licensees, judging, and promotion agencies involved in the development and administration of this program, distributors and fulfillment agencies of Omni, and respective immediate family members (defined as spouse, sibling, parent, child or grandparent and the spouses of such persons) and other persons living in their same households are not eligible to participate.

# 2. Effective Period:

Campaign begins at 12:01 a.m. ET on November 16, 2022 and ends at 5 p.m. ET on February 15, 2023

### 3. How to Refer People

Omni has provided digital tools which allow you to download and print Omni Friendship Rewards Coupons through omnimilitaryloans.com/friendship-rewards. Filled in coupons can be uploaded to Omni's customers' account page digital interface. Your use of this digital tool is governed by our website Terms of Service.

You may also obtain an Omni Friendship Rewards Card at any participating Omni office.

You may share the Friendship Rewards cards with any of your friends or other persons who are new to Omni 1 | P a g e

and refer them to Omni to apply for their first loan with Omni. They must present the Friendship Rewards Card to the Omni representative at the time of the loan application.

Making any false or misleading statements about Omni and its products is a violation of these Terms and Conditions. You must disclose your participation in the Friendship Rewards Program in communications with others including the person you are referring to Omni.

## 4. Rewards for Eligible Referrals.

- (a) Reward. You are rewarded with a \$25 Omni Gift Card for each Eligible Referral you refer to Omni who applies for and receives their first loan with Omni. Omni reserves the right to void any award if it determines in its sole discretion that you are ineligible to participate in the Program or you violated any of the Program Terms and Conditions.
- (b) <u>Gift Card.</u> A hard copy reward card will be awarded to you, the referrer, by mail after an address verification process. An email will be sent to referrer to verify address usually within 30 days of the referred person's loan approval.
- (c) The reward will be void if the address confirmation not received 60 days after Omni's first attempt to verify address.
- (d) Omni shall not be responsible or liable for failure to contact a potential prize winner who provides incorrect or incomplete contact information.

# 5. Cancellation or Termination

Omni may at any time without prior notice, terminate or modify the Friendship Rewards program and these Terms and Conditions. Omni may also change the number or types of rewards offered.

Omni reserves the right to cancel rewards if it believes, in its sole discretion that you are abusing the Program, misrepresenting information provided to Omni, or have earned rewards in a manner that is fraudulent, that violates applicable law or in any manner not otherwise intended by Omni.

All questions or disputes regarding eligibility for this program, the eligibility of rewards, or terms and conditions of the program will be resolved by Omni in its sole discretion.

# 8. Governing Law

The laws of the State of Nevada, without regard to its choice of law provisions, will govern the Omni Friendship Rewards program and its terms and conditions. Any causes of action arising out of or connected with your use of the Program or its terms and conditions shall be resolved exclusively before a court located in Clark County, Nevada.

#### 9. Liability Limit

OMNI, ITS AFFILIATES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS EXPRESSLY DISCLAIM AND SHALL HAVE NO LIABILITY AND 2 | P a g e

WILL BE HELD HARMLESS FROM AND AGAINST ANY LIABILITY, ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, REGARDLESS OF THE TYPE OF CLAIM OR LEGAL THEORY ASSERTED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) THE PROGRAM (II) THE USE OF OR INABILITY TO USE THE SITE OR ANY MATERIALS, OR (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE OR ANY MATERIALS. YOU FURTHER ACKNOWLEDGE THAT NEITHER OMNI OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS, HAS MADE OR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY RIGHT OR REWARD, INCLUDING, BUT NOT LIMITED TO, THE VALUE, QUALITY, CONDITION OR FITNESS OF ANY REWARD. ALL REWARDS ARE PROVIDED "AS IS" AND OMNI DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT THERETO. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF OMNI ARISING OUT OF OR RELATING TO THE PROGRAM EXCEED (\$5.00) FIVE DOLLARS.

# 10. <u>Taxes</u>

Rewards redeemed under the Program are subject to applicable federal, state and local taxes. You are solely responsible for payment of taxes. Omni will report earnings under this program to the extent required by applicable law.