



Holiday Referral Program Terms and Conditions

These terms and conditions apply to the Holiday Referral 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. Eligibility and Exclusions

The Program is open to U.S. legal residents only who are at least eighteen (18) years old and is 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 December 1, 2022 and ends at 5 p.m. ET on December 31, 2022.

3. How to Refer People

You must disclose your participation in the Omni Holiday Referrer Program in communications with others including the person you are referring to Omni.

An Omni representative will need to be informed of the name and the phone number of the referrer by the loan applicant at the time of the loan application.

Once the referrer's information is received, an Omni representative will make contact with referrer by phone. During this phone conversation the Omni representative will be gathering the required details from referrer, in order to enable a transfer of the gift card from Omni to referrer. The transfer of the gift card may be conducted in person at an Omni branch or by mail to a confirmed address.

Making any false or misleading statements about Omni and its products is a violation of these Terms and Conditions.

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) **Visa Gift Card.** A hard copy gift card will be awarded to you, the referrer, by mail after contact by way of a phone call is made and an address verification process is completed. Two phone calls, followed by one text message will be made when attempting to make contact with referrer.

(c) The gift card reward will be void if the address confirmation not received post January 9th, 2023.

(d) Omni shall not be responsible or liable for failure to contact a potential prizewinner who provides incorrect or incomplete contact information.

5. Cancellation or Termination

Omni may at any time without prior notice, terminate or modify the Holiday Referral 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 Holiday Referral 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 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. Taxes

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.