

## **Omni Referral Program Terms and Conditions**

These Terms and Conditions apply to the Omni Referral Program ("Program") of Omni Financial of Nevada, Inc. ("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. 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.

New Applicants being referred must be Active Duty and must have a minimum of 12-months remaining on their current contract (applicants in North Carolina must have 18-months remaining). These requirements will be confirmed upon LES submission.

Respective immediate family members of the new applicant (defined as spouse, sibling, parent, child or grandparent and the spouses of such persons) are not eligible referrers.

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. The campaign begins at 12:01 a.m. ET on June 1, 2023 and ends at 5 p.m. ET on June 30, 2023.

**3. How to Refer People.** You must disclose your participation in the Omni Referral 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. Omni representative will make contact with the referrer by phone. During this phone conversation the Omni representative will be gathering the required details from the referrer, in order to enable a transfer of the gift card from Omni to the referrer. 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.** An individual who refers a new qualified applicant, as described in section 1, and who receives a loan application decision, will receive a \$20 Omni Gift Card. A limit of ten (10) qualified application decisions per referrer.

**b.** Gift Card. A hard copy gift card will be awarded to the referrer, either by in person pick up or by mail, after contact via telephone. Address verification will be completed, as necessary. When attempting to contact the referrer, two telephone calls followed by one text message, if they are an Omni customer, will be made.

**c.** Void. The gift card reward will be void if the address confirmation is not received post July 7th, 2023. Omni shall not be responsible or liable for failure to contact a potential prize winner for which incorrect or incomplete contact information was provided.

**5.** Cancellation or Termination. Omni may at any time without prior notice, terminate or modify the Omni 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 ineligible to participate in the Program, 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.

6. Governing Law. The laws of the State of Nevada, without regard to its choice of law provisions, will govern the Omni 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.

7. Limitation of Liability. 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 (\$20.00) TWENTY DOLLARS.

**8.** 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.