

Terms & Conditions-Tata Capital Customer Testimonials Contest (Scheme/TCCTC)

1. The Tata Capital Customer Testimonials Contest (hereinafter referred to as (“Scheme/TCCTC”) is brought to you by Tata Capital Financial Services Limited (“TCFSL”) for its products (viz. Car Loans, Two-wheeler Loans, Personal Loans, Business Loans, Consumer Durable Loans, and Loan Against Securities (“TCFSL products”) and Tata Capital Housing Finance Limited (“TCHFL”) for Home Loans and Loan Against Property. TCFSL products are originated, serviced by and at the sole discretion of TCFSL. Home Loans and Loan against Property are originated, serviced by and at the sole discretion of TCHFL. Tata Credit Card is a white label card issued, established and operated by SBI Cards and Payment Services Pvt. Ltd. It is marketed and distributed by TCFSL. The aforesaid products are offered under the brand, Tata Capital.
2. This Scheme/TCCTC is available to all existing customers of TCFSL and TCHFL (“Customers”) ONLY.
3. By participating in the Scheme/TCCTC, the Customer agrees to have read, understood and accepted these Terms and Conditions.
4. The Customer hereby agrees to write testimonials which are subject to moderation by Tata Capital.
5. The Scheme/TCCTC wherein the 10 best testimonials received from the Customer will win a Best Testimonial Gift Voucher (hereinafter referred to as “BTGV”) worth Rs.2000/-. BTGV is payable only to the Customer as per the Terms and Conditions of the Scheme/TCCTC and the same is subject to the absolute discretion of Tata Capital. This Scheme/TCCTC is valid at select locations only.
6. Incomplete or incorrect information will be deemed void and invalid.
7. The Customers shall indicate to the prospective customers that they are soliciting Loan/Tata Credit Card facility from Tata Capital and as such they will be receiving Calls or SMS from Tata Capital pertaining to the same. The Customers shall ensure to take due consent of the proposed customer for sharing the information and details of such prospective customer (including his/her/its personal and sensitive data and information) to Tata Capital that the prospective customers will not raise any claim / objections for receiving calls, SMS or Email from Tata Capital or for Tata Capital using their information to offer them products and services.
8. The Customers eligible for the BTGV shall be intimated by email, about the gift voucher and the same can be redeemed at Amazon. It is clarified that this BTGV cannot be set off or adjusted against any amount due and payable by the Customer to TCFSL/TCHFL and nor can be converted into cash.
9. In case of any overdue in the Customer’s account, TATA Capital would not be liable to pay any BTGV to the customer under the Scheme/TCCTC.
10. Tata Capital reserves the right to request the eligible Customers to provide proof of identity to claim the BTGV.
11. The Scheme/TCCTC is valid from 15th November 2016 till 31st December 2016. Any testimonials received on or after 1st January 2017 will not be valid under this Scheme/TCCTC. Tata Capital shall have the sole discretion to discontinue/cancel/modify the Scheme/TCCTC at any point of

time and the Customers shall not raise any claim due to such discontinuation or cancellation. The Customers agree that the offer is at the sole discretion of Tata Capital.

12. Employees of Tata Capital Limited/TCFSL/TCHFL/other subsidiaries of Tata Capital Limited cannot be referred/participate under the above offer.
 13. In case of any dispute, the decision of TCFSL/TCHFL, as the case may be, shall be final and binding.
 14. All ancillary cost /local and other taxes shall be charged as applicable.
 15. The BTGV is subject to taxes and the same shall apply accordingly.
 16. The Customer hereby agrees to indemnify and keep indemnified Tata Capital Limited, Tata Capital Financial Services Limited, Tata Capital Housing Finance Limited and other subsidiaries of Tata Capital Limited against all losses, damages, claims or expenses including claims from third parties arising from any breach by the Customer of any of the terms hereof or if any data furnished by the Customer is found to be untrue or incorrect or if the Customer has failed to procure due consent from the person/entity referred or any claims of whatsoever nature from the person/entity referred or otherwise arising out of this Scheme/TCCTC which is attributable to any act/omission of the Customer.
 17. The decision of TCFSL/TCHFL on all matters related to or arising out of the Scheme/TCCTC shall be final.
 18. The Intellectual Property Rights (IPRs) with respect to all the Testimonials from the Customer arising out of this Scheme/TCCTC shall vest absolutely with Tata Capital and the Customer at no point of time may claim any IPRs over the Testimonials published or shared. Moreover, Tata Capital as part of promotion, branding and marketing purposes shall use the same accordingly and the IPRs shall be retained with Tata Capital.
 19. The Courts of Mumbai shall have exclusive jurisdiction over any dispute arising between TCFSL, TCHFL or its affiliates and the Customer or the prospective customer or otherwise arising out of or related to the Scheme/TCCTC.
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