

## “HUAWEI BEYOND A TV 2021” CAMPAIGN TERMS AND CONDITIONS

### 1. Introduction

1.1 The “Huawei Beyond a TV” campaign (“Campaign”) is organized by Huawei Technologies (Malaysia) Sdn. Bhd. (“Huawei”). This Campaign will run from 27<sup>th</sup> April 2021, 12:00AM (GMT+8) to 16<sup>th</sup> May 2021, 11:59PM (GMT+8) (“Campaign Period”). Huawei reserves the rights to shorten or extend the Campaign Period at any time without notice to Customer.

### 2. Eligibility

- 2.1 This Campaign is open to all individuals who are residents in Malaysia, and aged 18 years old and above as of 27<sup>th</sup> April 2021 (“Customer(s”).
- 2.2 Employees of Huawei, their immediate families, Huawei’s dealers, partners, advertising, creative and public relations agencies, program organizer, their employees and immediate families is not eligible to participate in this Campaign.

### 3. Campaign Mechanism

#### Lucky Draw Event (“LD Event”)

3.2 Customer who purchases a (1) unit of the selected LD Huawei Product set out in paragraph 3.3 below from a participating HUAWEI Brand Store, HUAWEI Operator Store or HUAWEI Online Official Store (<https://shop.HUAWEI.com/my>) within the Campaign Period (“Eligible Customer”) is entitled to submit an entry for the Lucky Draw Event (“LD Event”).

3.3 The selected LD Huawei Products for the LD Event are as follows (“LD Huawei Product(s)“):

- a) Huawei Mate 40 Pro
- b) Huawei P40
- c) Huawei P40 Pro
- d) Huawei P40 Pro +
- e) Huawei Mate 30
- f) Huawei Mate 30 Pro
- g) Huawei Mate 30 Pro (5G)
- h) Huawei Matebook X Pro (i5)
- i) Huawei Matebook 13 (i5)
- j) Huawei Matebook 14 (R5)
- k) Huawei Matebook 14 (i5)
- l) Huawei Matebook D 15 (i5 10<sup>th</sup> Gen)
- m) Huawei Matebook D 15 (i5 11<sup>th</sup> Gen)
- n) Huawei Matebook D 14 (i5 10<sup>th</sup> Gen)
- o) Huawei MateStation S
- p) Huawei Display 23.8
- q) Huawei MatePad
- r) Huawei Matepad Pro
- s) Huawei Matepad T 10S
- t) Huawei Nova 7i
- u) Huawei Nova 7se
- v) Huawei Nova 7
- w) Huawei Y6P
- x) Huawei Y7a
- y) Huawei WiFi AX3 Quad Core
- z) Huawei WiFi AX3 Dual Core
- aa) Huawei Band 6
- bb) Huawei Watch GT 2
- cc) Huawei Watch GT 2 Pro

- dd) Huawei Watch Fit
- ee) Huawei Sound X
- ff) Huawei Freebuds Studio
- gg) Huawei FreeLace Pro
- hh) Huawei Freebuds Pro
- ii) Huawei Freebuds 4i
- jj) Huawei Gentle Monster II
- kk) Huawei Vision S 55"
- ll) Huawei Vision S 65"

- 3.4 Huawei reserves the right to change or add on to the list of selected LD Huawei Products set out in paragraph 3.3 above.
- 3.5 To submit an entry for the LD Event, Eligible Customer must complete all the following steps by **23<sup>rd</sup> May 2020, 11:59PM (GMT+8)**: -
- a) Login to <https://huaweibeyondtv2021.com> ("Campaign Site");
  - b) Answer the simple question correctly;
  - c) Select the model of LD Huawei Products purchased on Campaign Site;
  - d) Insert the serial number of the LD Huawei Products purchased on Campaign Site;
  - e) Insert all latest and accurate personal details of Eligible Customer required on Campaign Site;
  - f) Attach an image of the proof of purchase of LD Huawei Product, i.e. purchase receipt to the Campaign Site; and
  - g) Click "Submit" to submit an entry for the LD Event on Campaign Site.
- 3.6 Only entry completed according to paragraph 3.5 above will qualify as an eligible entry for the LD Event ("**Eligible Entry**").
- 3.7 Except for **HUAWEI VISION S 55"** and **HUAWEI VISION S 65"**, each LD Huawei Product (of the same serial number) purchased according to paragraph 3.2 above is eligible as one (1) Eligible Entry only for the LD Event.
- 3.8 Each **HUAWEI VISION S 55"** (of the same serial number) purchased according to paragraph 3.2 above is eligible as two (2) Eligible Entries for the LD Event.
- 3.9 Each **HUAWEI VISION S 65"** (of the same serial number) purchased according to paragraph 3.2 above is eligible as two (2) Eligible Entries for the LD Event.
- 3.10 If Eligible Customer purchased more than one (1) unit of LD Huawei Products in a single receipt or separate receipt, Customer must submit separate entries for each individual serial number and device model of the LD Huawei Products purchased.
- 3.11 Each Eligible Customer of the same identity card (NRIC) or passport number, email address and phone number is only allowed to submit a maximum of five (5) entries throughout the Campaign Period.
- 3.12 If any information submitted to the Campaign Site is found to be incomplete, misleading or inaccurate, the entry shall be deemed invalid and the Eligible Customer will be disqualified from the LD Event automatically.
- 3.13 Each Eligible Customer of the same identity card (NRIC) or passport number, email address and phone number stands a chance to win a maximum of one (1) LD Prize only for the LD Event.

**Prizes for LD Event**

3.14 The lucky draw prizes available to be won for this LD Event are as follows ("**LD Prize(s)**"):-

Category	LD Prize	Worth (RM)	Quantity Available to be won
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Customers of HUAWEI Brand Store, HUAWEI Operator Store (Offline)	Huawei Vision S 65''	RM3,999	14
Customers of Huawei Online Official Store (( <a href="https://shop.HUAWEI.com/my">https://shop.HUAWEI.com/my</a> ))	Huawei Vision S 65''	RM3,999	1

- 3.15 Huawei reserves the rights to change the LD Prizes with prizes of similar value without prior notification at its sole and absolute discretion. Decisions by Huawei will be final and no appeals will be entertained.
- 3.16 All LD Prizes are not exchangeable for cash or item, and are non-transferable.
- 3.17 Huawei reserves the right to disqualify Eligible Customer that does not comply with the terms and conditions herein.

#### **LD Prize Winners Announcement**

- 3.18 All Winners of LD Prize are determined by a randomized draw conducted by Huawei from the Eligible Entries. Huawei's draw results are final and no correspondence or appeals will be entertained.
- 3.19 A total of 14 winners of LD Prize will be randomly selected by Huawei from Eligible Entries by Customers who purchased LD Huawei Product from participating HUAWEI Brand Stores and HUAWEI Operator Stores wherein 1 winner will be randomly selected from Eligible Entries by Customers who purchased LD Huawei Product from a participating Huawei Brand Store and Huawei Operator Store in each of the states/territories/region as set out below:-

No.	States/Territories/Region
1	Sabah
2	Labuan
3	Sarawak
4	Johor
5	Melaka
6	Negeri Sembilan
7	Selangor
8	Kuala Lumpur
9	Pahang
10	Terengganu
11	Kelantan
12	Perak
13	Penang
14	Perlis & Kedah

- 3.20 1 winner of LD Prize will be randomly selected by Huawei from Eligible Entries by Customers who purchased LD Huawei Product from Huawei Online Official Store (<https://shop.HUAWEI.com/my>).
- 3.21 All winners of LD Prize will be announced on the Huawei Mobile MY Facebook at <https://www.facebook.com/huaweimobile/> on 31<sup>st</sup> May 2021 ("Winner Announcement").

#### **LD Prizes Collection /Redemption Method**

- 3.22 The winners of LD Prize will receive a call or a notification email from Huawei within fourteen (14) days from the date of Winner Announcement to inform about the requirements for LD Prize collection and the request for proof of purchase of LD Huawei Product for verification

purpose (“**Notification Email**”). The winners of LD Prize are required to reply to the Notification Email within seven (7) days from the date of Notification Email by submitting (i) a copy of their NRIC or passport, (ii) receipt as proof of purchase of LD Huawei Product and (iii) a prize redemption letter duly completed and signed by the winner. In the event that the winner fails to reply to the Notification Email within seven (7) days from the date of Notification Email with all the information/documents required, the LD Prize won will be forfeited automatically and it will thereafter be deemed to have lapsed unconditionally and irrevocably.

- 3.23 Huawei or its distributor/agent designated by Huawei will contact the winner of LD Prize regarding the delivery or redemption of the LD Prize in Malaysia. Winners of LD Prize will be required and is responsible to make the necessary arrangements with the designated distributor/agent (as notified by Huawei) to collect or redeem his/her LD Prize. Huawei will not bear any accommodation and/or transportation and/or other cost that the winners may incur or have to incur in the course of redeeming or using the LD Prizes. Winner will be required by the designated distributor/agent to take a photo with the LD Prize as proof of collection. Delivery/collection of LD Prize must be within Malaysia only.
- 3.24 Proof of purchase of LD Huawei Product submitted by the winner of LD Prize is subject to Huawei’s final verification. Huawei reserves the right to disqualify, cancel or withdraw any winner of LD Prize in the case where there is any inconsistency in the details submitted.
- 3.25 Any LD Prize not won or unclaimed under this LD Event after 18<sup>th</sup> June 2021 will be forfeited and be deemed to have lapsed unconditionally and irrevocably. The winner who LD Prize has been forfeited or unclaimed is not entitled to any payment or compensation from Huawei, notwithstanding non-receipt of notification that he is a winner.
- 3.26 All LD Prizes under this LD Event is not covered by warranty of Huawei.
- 3.27 Huawei assumes no liability or responsibility in respect to defect or deficiency of the LD Prizes or the nature/consumption of the LD Prizes and will not entertain any direct correspondence with anyone in this regard.
- 3.28 All LD Prizes under this LD Event is not exchangeable for cash or other items, and are non-transferable.

#### **4. General**

- 4.1 The Customer agrees and provides consent to Huawei to the use of any Personal Data as provided by the Customer for the purpose of participation in this Campaign in line with the Personal Data Protection Act 2010, to the extent that any personal data provided shall only be processed and be used by Huawei for lawful purpose directly related to the running of this Campaign including but not limited to the purposes of promotional events, advertising, marketing and any administrative matters to facilitate the management and organizing of this Campaign.
- 4.2 By providing the personal data, Customer indicates that you have read, understood and agreed to be bound by Huawei’s Privacy Policy stated at <https://consumer.huawei.com/my/legal/privacy-policy>. The Customer agrees that Huawei and/or its agent and/or its third party service providers may contact them by telephone, email or such other method in connection with this Campaign.
- 4.3 Recipient of any prize or gift under this Campaign may be required to participate in a photo taking session during the issuance of the prizes or gift as collection proof upon collecting the prize or gift.
- 4.4 In the event any prizes or gift are being awarded to the Customer having provided false or mistaken identity or information, Huawei shall have the right to revoke the Customer’s eligibility for the said prizes or gift.

- 4.5 All prize and gift images are for reference only. Prizes and gifts shown and/or represented for the running of this Campaign shall be subjected to availability. Prizes and gifts given are non-refundable.
- 4.6 Recipients of prize and gift shall not substitute any prize or gift won or exchange the said prize or gift for money. Huawei reserves all rights in its sole discretion to substitute any prizes or gifts (or their component, if applicable) with one of equal or greater value. Huawei is responsible only for the delivery of the prizes or gifts and is not responsible for the condition, quality and fitness of the said prizes or gifts. Any imposition of taxes, fees, and any other costs associated with the acceptance and use of the prizes or gifts are the sole responsibility of the recipients.
- 4.7 By participating in the Campaign, Customers agree to be bound by this Terms and Conditions and Huawei's decisions are final and binding. No correspondence or appeals will be entertained. Huawei reserves the right to the final and ultimate interpretation of this Campaign.
- 4.8 In accepting the prizes or gifts, the winners of the prizes or gifts agree to participate and cooperate as required in all editorial activities relating to the Campaign. The winners of the prizes or gifts agree to grant Huawei a perpetual and non-exclusive license to use such footage and photographs, voice, biographical information and/or statements, at any time or times, in all media types worldwide for advertising, trade, publicity and promotional purposes and the said winners will not be entitled to any fee for such use.
- 4.9 Huawei assumes no responsibility for late entries due to any reasons including, but not limited to, network transmission failure.
- 4.10 Huawei shall not be responsible for any losses or damages directly or indirectly incurred by any party including the Customer in connection or arising from acts or omissions or in any way related to this Campaign or to the nature/consumption of the prizes, gifts or vouchers.
- 4.11 The Customer agrees to discharge and release Huawei from any liabilities and claims (including from breach of contract, tort, negligence or any other cause of actions at law or equity) arising out of or in any way connected to this Campaign or to the Customer's entry in the Campaign or to the nature/consumption of the prizes, gifts or vouchers.
- 4.12 The Customer further agrees to discharge and release any third party which is related to and connected with this Campaign from any liabilities and claims (including from breach of contract, tort, negligence or any other cause of actions at law or equity) arising out of or in any way connected to this Campaign or to the Customer's entry in the Campaign or to the nature/consumption of the prizes, gifts or vouchers.
- 4.13 By entering into this Campaign, the Customer agrees to indemnify and hold Huawei and the Huawei's group of companies, their officers, directors, shareholders, predecessors, successors in title, employees, agents and representatives harmless from any claims, losses, damages, liability, claims or expenses (including any legal fees), suffered or incurred by Huawei due to or in any way arising from this Campaign.
- 4.14 If Customers are discovered to be using or have used improper means to participate in this Campaign, Huawei reserves the right to cancel the eligibility without notice including without hesitation, the commencement of legal proceedings under the full extent of the applicable laws.
- 4.15 Customers shall accept the prizes, gifts or vouchers under this Campaign as they are. Huawei makes no representation, warranty or undertaking as to any implied terms and conditions with respect to the prizes, gifts or vouchers under this Campaign. Huawei assumes no liability or responsibility in respect to defect or deficiency of the prizes, gifts or vouchers or the nature/consumption of the prizes, gifts or vouchers and will **not entertain any direct** correspondence with anyone in this regard.

- 4.16 In the event where any product purchased is allowed to be returned by the Customer to Huawei according to Huawei's standard return policy, free gifts and/or prizes given together with the product purchased must also be returned to Huawei together.
- 4.17 Huawei reserves the rights to amend, modify and/or cancel the terms and conditions herein at any time without any further notice.
- 4.18 This Campaign and the terms and conditions herein shall be governed by the laws of Malaysia.