

HUAWEI FREEBUDS Pro 2 “My Music Q&A” TERMS AND CONDITIONS

1. INTRODUCTION

This HUAWEI FREEBUDS Pro 2 “My Music Q&A” campaign (“Campaign”) is organized by HUAWEI Technologies (Malaysia) Sdn. Bhd. (“Organiser”) on Malaysia Huawei Official Website <https://consumer.huawei.com/my/>.

This Campaign will commence from 18th August 2022, 12:00 AM (GMT+8) to 25th August 2022, 11:59 PM (GMT+8) (“Campaign Period”). Organiser shall reserve the right to shorten or extend the Campaign Period at its sole discretion without prior notice.

2. CONTEST MECHANISM

a) In order to participate in this Campaign, Participants must have an Instagram account set to public and complete **all the steps below** within the Campaign Period, in order to be considered as a valid entry:

- i. Follow [HUAWEIMobileMY](https://www.instagram.com/huaweimobilemy/) Instagram Account (<https://www.instagram.com/huaweimobilemy/>)
- ii. Share the following visual (https://www.instagram.com/s/aGlnaGxpZ2h0OjE3OTc2NDA5Njk5NjUyMzAx?story_media_id=2893548086186459966&igshid=YmMyMTA2M2Y=) to the Participant’s Instagram Story (set to public) and **answer all the questions posed within the visual:**



- iii. Tag HUAWEIMobileMY and one (1) other friend on the post
- b) One (1) Participant will stand a chance to win one (1) unit of HUAWEI FreeBuds Pro 2.

3. ELIGIBILITY

- a) This Campaign is only open to individual who is 18 years old and above as of 18th August 2022 and resident in Malaysia only.
- b) Employees of Organiser, their immediate families, Organiser's dealers, partners, advertising, creative and public relations agencies, program organizer, their employees and immediate families are not eligible to participate in this Campaign.
- c) Only one (1) entry will be accepted per individual. Multiple entries from the same individual will be automatically disqualified.
- d) Submissions containing any defamatory, obscene, illegal, offensive, or any other unsuitable material will be disqualified and withdrawn by the Participant. Submissions sent in through agents, third parties or multiple accounts will be disqualified.
- e) If a Participant's entry is found or reported to plagiarize other's content, this Participant will be disqualified to receive the Prize.
- f) Organiser reserves the rights to disqualify any Participant at its sole and absolute discretion without having to assign any reasons whatsoever.
- g) By participating in this Campaign, Participants are deemed to have reviewed, read and accepted the Terms and Conditions.

4. JUDGING CRITERIA

- a) Winner of this Campaign will be selected by the Organiser by way of random draw amongst the valid entries, and announced on HuaweiMobileMY Instagram account <https://www.instagram.com/huaweimobilemy/> on 29th August 2022 ("Winner Announcement"). It is the responsibility of the Participant to follow this announcement.
- b) HUAWEI Customer Service Team will contact the winners within fourteen (14) days from date of Winner Announcement for verification and to inform about the requirements for prize collection ("Notification"). The winners of this Campaign are required to reply to the Notification within seven (7) days from the date of Notification. In the event that the winner fails to reply to the Notification within seven (7) days from the date of Notification with all the information/documents required, the Prize won will be forfeited automatically and it will thereafter be deemed to have lapsed unconditionally and irrevocably. Any prize not won or unclaimed under this Campaign by 19th September 2022 will be forfeited and be deemed to have lapsed unconditionally and irrevocably. The winner whose prize has been forfeited or unclaimed is not entitled to any payment or compensation from the Organiser, notwithstanding non-receipt of Notification that he is a winner.
- c) The decision of Organiser is final, and no enquiries, verbal or written, shall be entertained.

5. PRIZE

- a) One (1) Customers will stand a chance to win one (1) unit of HUAWEI FreeBuds Pro 2 ("Prize").
- b) Prize shown on the Campaign form or any communication materials may differ in terms to colour, specifications or design.
- c) The winner shall be responsible for all costs in connection with the redemption, collection, delivery and/or perfection of his/her Prize.
- d) The Prize is not exchangeable, transferable or redeemable in any form for whatever reason.

- e) Prize won are not covered by warranty of Huawei.
- f) Prize not claimed by 19th September 2022 shall be forfeited. The Prize will thereafter be deemed to have lapsed unconditionally and irrevocably. The Prize shall be claimed personally by the Campaign winner. The winner whose Prize has been forfeited or unclaimed is not entitled to any payment or compensation from Organiser notwithstanding non-receipt of notification that he/she is a winner.
- g) Winner shall accept the Prize as it is. Organiser makes no representation, warranty or undertaking as to any implied terms and conditions with respect to the Prize in this Campaign.
- h) Organiser assumes no liability or responsibility in respect to defect or deficiency of the Prize or the nature/consumption of the Prize and will not entertain any direct correspondence with anyone in this regard.

6. GENERAL

- a) To participate in this Campaign, the Customer also consents to the collection, use, disclosure, transfer, storage and such other processing of the personal data provided, including name, contact details, address, by Huawei Technologies (M) Sdn Bhd (Huawei) for the purposes relating to the Campaign pursuant to all applicable personal data protection laws in Malaysia, including the Personal Data Protection Act 2010. Huawei will use and process the personal data provided 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. The personal data provided may further be disclosed and/or transferred to Huawei's principal head of office in China and to any of its offshore affiliates or group of companies as well as other 3rd party service provider for the purpose of facilitating and supporting Huawei based on the similar purposes stated above. Whenever Huawei discloses and/or transfers such personal data to 3rd party or outside Malaysia, Huawei will ensure that appropriate security measures are taken. Huawei will retain the personal data provided for this Campaign for no longer than is necessary for the purposes of the Campaign, unless extending the retention period is required or permitted by law. If Customers objects to the processing of personal data for the purposes stated herein, he/she cannot participate in this Campaign. For more information on how Huawei protects personal data and how you can exercise your rights to access, correct and limit the personal data provided herein, please visit and read: <https://consumer.huawei.com/my/privacy/privacy-policy> .
- b) Untuk mengambil bahagian dalam Kempen ini, Pelanggan dengan ini membenarkan pengumpulan, penggunaan, pendedahan, pemindahan, penyimpanan dan pemprosesan lain data peribadi yang diberikan, termasuk nama, butiran hubungan, alamat, oleh Huawei Technologies (M) Sdn Bhd (Huawei) untuk tujuan yang berkaitan dengan Kempen menurut semua undang-undang perlindungan data peribadi yang terpakai di Malaysia, termasuk Akta Perlindungan Data Peribadi 2010. Huawei akan menggunakan dan memproses data peribadi yang diberikan untuk tujuan yang sah yang berkaitan secara langsung dengan perjalanan Kempen ini termasuk tetapi tidak terhad kepada tujuan promosi acara, pengiklanan, pemasaran dan sebarang urusan pentadbiran untuk memudahkan

pengurusan dan penganjuran Kempen ini. Data peribadi yang diberikan mungkin selanjutnya didedahkan dan/atau dipindahkan kepada ketua pejabat utama Huawei di China dan kepada mana-mana sekutu atau kumpulan syarikat luar pesisirnya serta penyedia perkhidmatan pihak ketiga yang lain untuk tujuan memudahkan dan menyokong Huawei berdasarkan tujuan serupa yang dinyatakan di atas. Setiap kali Huawei mendedahkan dan/atau memindahkan data peribadi tersebut kepada pihak ketiga atau luar Malaysia, Huawei akan memastikan langkah keselamatan yang sesuai diambil. Huawei akan mengekalkan data peribadi yang disediakan untuk Kempen ini tidak lebih daripada yang diperlukan untuk tujuan Kempen, melainkan melanjutkan tempoh pengekalan diperlukan atau dibenarkan oleh undang-undang. Jika Pelanggan membantah pemprosesan data peribadi untuk tujuan yang dinyatakan di sini, dia tidak boleh menyertai Kempen ini. Untuk maklumat lanjut tentang cara Huawei melindungi data peribadi dan cara anda boleh menggunakan hak anda untuk mengakses, membetulkan dan mengehadkan data peribadi yang disediakan di sini, sila lawati dan baca: <https://consumer.huawei.com/my/privacy/privacy-policy> .

- c) The Customer further 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.
- d) In the event any Prize is being awarded to the Participant having provided false or mistaken identity or information, Organiser shall have the right to revoke the Participant's eligibility for the said Prize.
- e) By participating in the Campaign, Participants agree to be bound by this Terms and Conditions and Organiser's decisions are final and binding. No correspondence or appeals will be entertained. Organiser reserves the right to the final and ultimate interpretation of this Campaign.
- f) In accepting the Prize, the winner agrees to participate and cooperate as required in all editorial activities relating to this Campaign. The winner agrees to grant Organiser 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 winner will not be entitled to any fee for such use.
- g) Organiser assumes no responsibility for late entries due to any reasons including, but not limited to, network transmission failure.
- h) Organiser shall not be responsible for any losses or damages directly or indirectly incurred by any party including the Participant in connection or arising from acts or omissions or in any way related to this Campaign.
- i) The Participant agrees to discharge and release Organiser 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 Participant's entry in the Campaign.
- j) The Participant further agrees to discharge and release any third party which is related to and connected with this Campaign, including Huawei Technologies (M) Sdn. Bhd., 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 Participant's entry in the Campaign.

- k) By entering into this Campaign, the Participant agrees to indemnify and hold Organiser and the Huawei 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 Organiser due to or in any way arising from this Campaign.
- l) If Participants are discovered to be using or have used improper means to participate in this Campaign, Organiser 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.
- m) The Organiser reserves the rights to amend or cancel the Terms and Conditions herein without further notice.
- n) This Campaign and the Terms and Conditions herein shall be governed by the laws of Malaysia.