

HUAWEI nova 9 #BeAnovaStar Vlog Contest Terms & Conditions

HUAWEI nova 9 #BeAnovaStar Vlog Contest (hereinafter referred to as the “**Contest**”) is organized by Huawei Technologies (Malaysia) Sdn. Bhd. a company incorporated under the laws of Malaysia, with its business office at Suite 34-01, Level 34 Integra Tower, The Intermark, 348 Jalan Tun Razak, Kuala Lumpur 50400, Malaysia (hereinafter referred to as the “**Organiser**”).

Contest Period:

From 17th November 2021 to 19th December 2021 (Malaysian Standard Time). Organiser may at its sole and absolute discretion extend the Contest Period at any time without any prior notice to any party.

Prize: One (1) eligible Contestant will be randomly selected by Organiser to win one (1) unit of HUAWEI MateBook 14, one (1) unit of HUAWEI nova 9 and one (1) HUAWEI WATCH GT2 Pro.

Entries:

1. To submit an entry for the Contest, the Contestant must complete within the Contest Period all the following steps: -
 - a) Film a Vlog (video) in the most creative manner for a minimum of 1 minute using a HUAWEI nova series smartphone;
 - b) Upload and post the Vlog on Facebook with hashtag #BeAnovaStarVlog and tag @HUAWEIMobileMY Facebook Page; and
 - c) Copy the link of Facebook post with the Vlog and comment at the bottom HUAWEI Community Campaign Thread (<https://consumer.huawei.com/my/community/nova9-vlog-contest/>).

(Hereinafter referred to as “**Eligible Entry(s)**”)

**Make sure that Facebook profile is set public for verification purposes.*

2. Each Vlog (video) recorded and uploaded and posted according to the above steps within the Contest Period will qualify as one (1) Eligible Entry.
3. One (1) Eligible Entry will be randomly selected by the Organiser on 26th December 2021 as winner of the Contest.
4. Each Contestant of the same identity is allowed to submit a maximum of one (1) entry only for the Contest.
5. Winner of the Contest will be contacted by Organiser via @HUAWEIMobileMY Facebook page. Winner will be required to collect the Prize at designated time and location as informed by Organiser.
6. Use of automated entries, votes or other programs is prohibited, and all such entries (or votes) will be disqualified automatically.
7. By submitting an entry for this Contest, the Contestant warrants that the Vlog submitted is original and that he/she has independent, complete, explicit, and uncontroversial copyright of your submissions and that such submissions do not infringe upon the rights of any third party, including but not limited to the copyright and rights of portrait, reputation, and privacy.

Eligibility:

1. To enter the Contest, you must be:
 - a) A HUAWEI nova series smartphone user;
 - b) A resident in Malaysia;
 - c) 18 years of age and above as of 8th November 2021; and
 - d) A registered user of HUAWEI Community Malaysia <https://consumer.huawei.com/my/community/> (“HUAWEI Community”).
- (Hereinafter referred to as “**Contestant(s)**”)

*Contestant must have a registered Facebook account and a registered HUAWEI Community account through which he/she can participate in this Contest.

2. Employees of Organiser, their immediate families, Organiser's advertising, creative and public relations agencies, program organizer, their employees and immediate families are ineligible to participate in this Contest.
3. To collect the prize, winner of the contest will be required to:
 - a) Send a Private Message to Organiser using his/her Facebook Account, with his/her contact details;
 - b) Provide proof of identification;
 - c) Device S/N number; and
 - d) Provide such other information/document required by Organiser for verification purposes.
4. Organiser reserves all rights to:
 - a) Disqualify entries that are late, misdirected, incomplete, corrupted, lost, illegible or invalid;
 - b) Reject any Contest's entry at its sole and absolute discretion without having to assign any reasons whatsoever; or
 - c) Modify, suspend, cancel or terminate a competition or extend or resume the entry period or disqualify any Contestant or entry at any time without giving advance notice.
5. Only entries that do not contravene any laws and do not feature religious, sexual, violent, pornographic content or drugs will qualify as an Eligible Entry for this Contest.
6. The winner of Prize shall be responsible for all costs in connection with the redemption, collection, delivery and/or perfection of his/her Prize, including but not limited to legal cost, stamp duties, registration and transfer fees, taxes, insurance, spending money and related expenses (such as meals or personal expenses, upgrades, etc.) or fees.
7. Prizes are not exchangeable, transferable or redeemable in any form for whatever reason. Winner of Contest shall collect the Prize personally.

General:

1. Organiser has full rights to use and publish all photos/videos submitted in this Contest without any prior notice to the relevant Contestants and the Contestants shall not be entitled to claim ownership or other forms of compensation on any such materials used by the Organiser.
2. By participating in this Contest, Contestant agrees for the Organiser, its affiliates and strategic partners to use any photos/Videos submitted for this Contest, with or without modification, for their products, marketing campaign and brand marketing worldwide, perpetually for free, including but not limited to using photo/Video submitted for this Contest in network media, print media, printings, photography exhibitions, retail stores, road shows, digital content, out of home media and other marketing activities worldwide, without any further notice to the Contestant.
3. Organiser, its employees, promoters, program organizer shall not be liable for any loss, damage, or any injury that may be sustained by the Contestants or by any person in connection with the Contest. All Contestants assume liability for any loss, injury, damage or claim that may arise from participating in the Contest or use or redemption of any Prize.
4. The Contestant agrees and provides consent to Organiser to the use of any personal data as provided by the Contestant for the purpose of participation in this Contest in line with the Personal Data Protection Act 2010 and other applicable laws, to the extent that any personal data provided shall only be processed and be used by Organiser for lawful purpose directly related to the running of this Contest including but not limited to the purposes of promotional

events, advertising, marketing and any administrative matters to facilitate the management and organizing of this Contest.

5. By providing personal data, the Contestants indicate that they have read, understood and agreed to be bound by Huawei's Privacy Policy as stated at <https://consumer.huawei.com/my/legal/privacy-policy>. The Contestants agree that Organiser 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.
6. In the event any Prizes are being awarded to the Contestant having provided false or mistaken identity or information, Organiser shall have the right to revoke the Contestant's eligibility for the said Prizes.
7. All Prize images are for reference only. Prizes shown and/or represented for the running of this Contest shall be subjected to availability and change at the discretion of Organiser. Prizes given are non-refundable. Quality issues with regards to the condition of the Prizes are subject to the standard warranty process provided by the relevant supplier/manufacturer of the said Prize items which includes repairs, replacement and/or exchange for new or equivalent item.
8. Prize winner(s) shall not substitute any prizes won or exchange the said Prizes for money. Organiser reserves all rights in its sole discretion to substitute any Prizes (or prize component, if applicable) with one of equal or greater value. Organiser is responsible only for the delivery of the Prizes and is not responsible for the condition, quality and fitness of the said Prizes. Any imposition of taxes, fees, and any other costs associated with the acceptance and use of the Prizes are the sole responsibility of the prize winner(s).
9. By participating in the Contest, Contestants agree to be bound by the Terms and Conditions of this Contest and Organiser'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 Contest.
10. By participating in the Contest, the Contestants agree to participate and co-operate as required in all editorial activities relating to the Contest. The Contestants agree 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 winners will not be entitled to any fee for such use.
11. Organiser assumes no responsibility for late entries due to any reasons including, but not limited to, network transmission failure.
12. Organiser shall not be responsible for any losses or damages directly or indirectly incurred by any party including the Contestants in connection or arising from acts or omissions or in any way related to this Contest.
13. The Contestant 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 contest or to the Contestant's entry in the contest.
14. The Contestant further agrees to discharge and release any third party which is related to and connected with this Contest, 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 contest or to the Contestant's entry in the contest.

15. Without prejudice to the foregoing and save where otherwise prohibited by law, in no event shall Organiser be liable to any party including the Contestant for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, howsoever remote even if such losses were foreseeable or if Organiser were advised of the possibility of such damages.
16. By entering into this Contest, the Contestant agrees to indemnify and keep Organiser and its affiliates, their officers, directors, shareholders, predecessors, successors in title, employees, agents and representatives indemnified and 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 Contest.
17. If Contestants are discovered to be using or have used improper means to participate in this Contest, 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.
18. This Contest and the Terms and Conditions herein shall be governed by the laws of Malaysia. Any disputes, controversy or claim arising out of this Contest shall be subjected to the exclusive jurisdiction of the courts in Malaysia.
19. Organiser reserves all the rights at all times to modify or amend the Terms and Conditions of this Contest or to cancel it with immediate effect without giving any prior notice to any party.
20. Please be advised that all materials posted on Facebook platform are subjected to public downloading and viewing by third party viewers.