

## **TERMS AND CONDITIONS- #Your7Senses**

The following are the Terms and Conditions for the activity '#Your7Senses', (hereinafter referred to as 'Contest'). The Contest is sponsored by Huawei Telecommunications (INDIA) CO. PVT. LTD. 8th Floor, Tower – A Spaze I tech Park, Sohna Road, Sector 49, Gurgaon, Haryana - 122001, hereinafter referred to as "Honor India or Sponsor".

### **ELIGIBILITY CRITERIA**

- The contest is open to residents of India above the age of 18 years having a valid email address and a legitimate Facebook account. Sponsor has the right to verify the eligibility of each entrant. ("Participant")
- Employees of the Sponsor, their subsidiaries and affiliates, or of other companies associated with the promotion of the activity, as well as the immediate family (spouse, parents, siblings, and children, and each of their respective spouses) and household members of each such employee are not eligible.

### **WHAT IS THE CONTEST?**

Tweet with #Your7Senses to unlock the features of our latest mystery flagship device. The activity will be conducted on <microsite>

### **ACTIVITY DATE & TIME**

The Contest starts on October 1, 2015 and ends at 7 pm on October 6, 2015. Entries registered before or after the Contest period will not be taken into account.

Honor India reserves the right to extend the period of the Contest at its discretion. In the event of a revision, Honor India will notify about the same on the Facebook and Twitter account.

For all queries and issues regarding the prize you can email the sponsor on [hihonorindia@gmail.com](mailto:hihonorindia@gmail.com).

### **WHAT IS THE PRIZE?**

- a) Seven winners (one per day) will get our latest flagship device, which will be officially unveiled on October 7.
- b) Prizes are non-transferable and cannot be redeemed for cash.
- c) The prizes will be dispatched to the winners only after October. In the event of a prize being unavailable for any reason, honor India reserves the right to substitute prizes of equal or greater value at any time.
- d) Prizes must be redeemed in a manner set forth by honor India while announcing the winner. In the event that any prize is returned as undeliverable, Honor India reserves the right to disqualify the winner and select another winner.

### **HOW TO ENTER:**

This activity is open only to legal permanent INDIAN residents. Participation constitutes participants' full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**REQUIREMENTS:**

- (a) Contest is open only for a limited period of time
- (b) In order to participate, one must visit <microsite> and tweet using the relevant hashtag - #Your7Senses and mention the official Twitter account - @HiHonorIndia. Responses without the hashtag or without the mention of the brand will not be taken into consideration.
- (c) It is the responsibility of each participant to ensure that any content they submit does not infringe upon the copyright of any third party or any other Intellectual Property rights.
- (d) Participant must not violate any law or regulation; denigrate (or be derogatory towards) any person or group of persons or any race, ethnic group or culture; contain vulgar or obscene language or excessive violence; contain pornography, obscenity or sexual activity or tortuous or defamatory or vulgar; or disparage the Sponsor of the activity. Furthermore, applications must not contain any material or code that is subject to any third-party intellectual property right (copyright, patent or trademark). Such Applications/entries will be immediately disqualified.
- (e) Any costs incurred during the course of the activity such as phone bills are to be borne by the participant.
- (f) The participant has to take part in the contest only during the stipulated time period. Failure to do so will result in disqualification.
- (g) There is no requirement to make any purchase in order to enter the Contest
- (h) honor reserves the right to disqualify any entry which does not meet with the criteria set forth.

**WINNER SELECTION AND DECLARATION**

- a) Seven winners will be chosen on the basis of creativity and engagement. All seven winners will be announced on October 6, 7 pm.
- b) The selection of winners will be at the discretion of honor India. The decision of honor India will be final and binding and no correspondence will be entertained regarding the selection of winners.
- c) The winners will be declared on honor India's Facebook page, Twitter account and <microsite>. All prizes will be dispatched to the winners only after October.
- d) The winners must share their correct postal address to claim the prize. If a winner does not respond to honor India on Facebook or Twitter within 10 days of the winner announcement, his/her prize will be forfeited and another winner will be chosen in accordance with the selection process described above.
- e) If a winning entry is in breach of any of the Terms and Conditions, the winner's prize will be forfeited and another winner will be selected.

**ADDITIONAL LIMITATIONS:**

Unless prohibited by law, entrants agree to allow use of their name, voice, city/state of residence, photograph, and/or likeness for advertising and/or trade and/or any other purpose in any media or format now or hereafter known without further compensation, permission or notification.

The Contest is subject to federal, state and local laws and regulations and is void where prohibited by law. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) cancel or terminate the Event; (b) suspend the Event to address the impairment and then resume the Event in a

manner that best conforms to the spirit of these Official Rules; Honor India reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Honor India to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event Honor India is prevented from continuing with the Contest or the integrity and/or feasibility of the Contest is severely undermined by any event beyond the control of Honor India, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Honor India shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without any further obligation.

By participating in the Contest, participants agree to release and hold harmless the Sponsor, its parent and related companies, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Event or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Event; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Event or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Event or receipt or use of any product. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of participating in the Event, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Entrant agrees that the Released Parties have made no warranty, representation or guarantee, expressed or implied, in fact or in law, relating to any product being subject matter of this event.

**INDEMNIFICATION:**

By entering this event, each Entrant agrees to indemnify, release and hold harmless sponsor, from any liability, damages, losses, claims, demands, costs, suits, judgments, penalties and expenses of any kind or nature whatsoever imposed by or payable to any statutory authority or by any third party to the extent they are attributable to any express or implied act, default or omission of the entrant or to any breach or non compliance by the entrant of any of these terms and conditions. (Or due to use or misuse of any product purchased by the Entrant.)

**LIMITATION OF LIABILITY:**

SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRODUCT. SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE EVENT.

**PUBLICITY**

By participating, each entrant grants Sponsor permission to use the details provided by her/him including the name, email i.d., likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law.

**EVENT SPONSORS**

The Event is sponsored by Huawei Telecommunications (INDIA) CO. PVT. LTD. 8th Floor, Tower – A Spaze I tech Park. Sohna Road. Sector 49 .Gurgaon, Haryana. 122001 the sponsor reserves the right to cancel, terminate or modify the promotion if it cannot be operated, conducted or completed as planned, for any reason.

For any questions regarding the Contest, please contact Huawei on HiHonorIndia@gmail.com. All endeavours shall be made to address your queries. However, it is clarified that no response shall not be construed as a deficiency or an act of omission on the part of Huawei.

**APPLICABLE LAW & JURISDICTION:**

This Contest is governed by the applicable Indian Law and subject to exclusive jurisdiction of the Court at Gurgaon only.