

TERMS & CONDITIONS-

#ReflectsYou Selfie contest

With the #ReflectsYou selfie contest, we're giving you a chance to win the Honor 8 Lite smartphone. All you have to do is to generate your own #ReflectsYou image from honor.socialfluence.com and share it on your social media channel (facebook/Instagram) with #ReflectsYou.

Following are the Terms and Conditions for the activity (hereinafter referred to as “Contest”). This Contest is sponsored by **Huawei Telecommunications (India) Co. Pvt. Ltd.** 7th Floor, Tower - A, Spaze I Tech Park, Sohna Road, Sector 49, Gurugram, Haryana - 122001, hereinafter referred to as “**Huawei India**” or “**Sponsor**” or “**Promoter**”. 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.

WHAT DO YOU HAVE TO DO?

- You are required to sign up through your social media account (Facebook/Instagram) and generate the image.
- Share the image generated on either your facebook or instagram profile with #ReflectsYou. Also tag @honorindia in the image and make your post/profile public.
- You can also validate your entry by using #ReflectsYou when you share the image on Honor India's Facebook or Instagram pages.

WHO CAN TAKE PART?

- The Contest is open to residents of India (Except Tamil Nadu) above the age of 18 years, having a valid email address. The Sponsor has the right to verify the eligibility of each entrant (hereinafter referred to as “**Participant**”).
- Multiple entries are permitted. Any Participant reasonably suspected of having created multiple email accounts for the purpose of entering the Prize Draw shall be disqualified. Counterfeit entries like duplicating, copying other entries etc. will not be considered. The entries have to be original.
- 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.

ACTIVITY DATE & TIME

- Participants can participate in the Contest term i.e. commencing from 1100 hours on 14 May, 2017 till 2359 hours 28th May, 2017. The Contest Period is subject to change at the absolute discretion of the Promoter.
- No purchase from, or payment to, of any kind is required by the organisation in order to enter this Contest.
- Any comment submitted after the close of the Contest Period shall be void.
- The Promoter shall not be responsible if some vote is not submitted or is lost due to any network problems such as breakdown of machinery, unclear network, disruption in the network and/or the cost(s) charged by the network operator(s) or non-compliance to pre-requisites (ex. hashtags). Any dispute in connection to the same shall be settled between the Participants and the network operator without involving the Promoters.

THE PRIZE AND WINNER SELECTION

- The winner will be chosen through a randomizer & will stand a chance to win a Honor 8 Lite smartphone.
- The winners shall be selected by Huawei India, and will be notified separately by the representatives of the Promoters.
- The winners will be announced on the FB/TW/IG pages of Honor India. However, the date of announcement of winners is subject to change in light of a change in the schedule of the Contest.
- If the winner's email account is found to be suspicious or suspected of having created multiple email accounts for the purpose of entering the Contest/ prize draw, such winners shall be disqualified and the Promoter has the rights to forfeit the prize of the winner.
- The winners will have to claim the prize within 48 hours of winner announcement. Failure to do so will lead to forfeiture of prize.
- The details and terms and conditions of the same will be at the discretion of the Promoter and shall be shared in advance with the winners. The same can be subject to alterations or amendments at any point of time.
- The Prize is subject to variation at the discretion of the

Promoter and the Promoter may substitute a Prize of equal or lesser value or any merchandise as suitable to the promoter. Any change will be final and binding upon every entrant in the Contest, and may not be communicated to the Participants.

- The Prize for the Contest will be given to the winners as set out in the terms. The winners must accept their Prize in that form. The Prize is non-negotiable, non-transferable, non-refundable, and not exchangeable for cash credit or kind, either in part or in full except at the sole and absolute discretion of the Promoter. The Prize cannot be sold or bartered.
- The Promoter shall not be liable in any way for any failure or breach by any party in connection with the Contest and/or Prize and accepts no responsibility for any loss suffered by an entrant arising from the Contest or Prize.
- Winners of previous contests conducted by Huawei India or its affiliates will not be eligible to win a prize for at least a year from the date of winning a contest. If a person is found to have won more than one contest, he/she will be disqualified and another winner will be chosen in his place.
- Blacklisted users will NOT be able to win any prize. If we deduce that a counterfeit or duplicate account of same ownership has been made by the blacklisted user, then we hold the right to disqualify him/her without any official notice or without proving the subsequently made fake account.
- Non-Serviceable pin codes shall be deemed invalid for prize delivery via couriers along with no responsibility on the organisation's part to inform/notify the receiver on the same. However, upon verifying their identity through e-mail verification (from the ID used while participating) one can choose to pick up the device in person. Additional identification measures may apply.
- The immediate family (spouse, parents, siblings, and children) of winners of any contest conducted by Huawei India or its partners are not eligible to win a prize for a year from winning a Contest. In case of non-compliance with these rules, the said winner will stand to get disqualified and his prize will be forfeited.
- The Prize is subject to:
 - any rules and regulations pertaining to where the winners are a resident; and - the terms and conditions of any third party supplier of the Prize, if any.
- The winners may be liable for any expenses not specified on the description of the Prize, if any.
- The Promoter reserves the right in its sole and absolute discretion to deal with the Prize in any manner if it is unclaimed or for any reason the winner is unable to avail the same.

Participants and winners will keep the Promoter indemnified in respect to any and all such claim.

- The Prizes must be redeemed in a manner set forth by Huawei India while announcing the winner. In the event that any prize is returned as undeliverable, Huawei India reserves the right to disqualify the winner.
- In the event of a dispute concerning any aspect of the Contest, the decision of Huawei India will be final and binding, and no correspondence whatsoever will be entertained.
- Abusive comments made on caste, creed, and gender will be disqualified from the contest.
- If the winner cannot be contacted (for confirmation purposes) or the prize is unclaimed or not able to be delivered (owing to a limitation of PIN code serviceable areas from ecommerce platform) or for any whatsoever reason that Huawei India may choose not to disclose within 48 hours from the date when the list of winners has been published on Honor brand, Huawei India reserves the right to withdraw the prize from the winner or award the prize to the next eligible participant and/or dispose of the prize in any manner it deems fit, at its sole discretion.
- Delivery of prizes might be subject to change due to unforeseen delay on product shipment or customs inspection. Should there be any delay, Huawei India will inform winners in prior via email.
- Prize winners cannot choose specifications including color or model of phone.
- Prize color may vary from the illustrated photo(s), depending on the computer/devices screen resolutions.
- No cash alternative to the prizes will be offered. The prizes are not transferable and/or exchangeable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
- The winner will be required to provide relevant IDs and evidence to prove that she/he is the rightful winner. The winner will fully coordinate with Huawei India in providing her/his identification proof.

OTHER REQUIREMENTS:

- No purchase is necessary to enter the Contest.
- Huawei India reserves the right to use the winners' Facebook/ Twitter/Instagram profile pictures for the winner announcement on social media platforms. They may be re-developed or used in

future on commercial platforms and winners share their undisputed consent for the same.

- Huawei India doesn't claim responsibility for any content uploaded or shared throughout the contest. Participants are bound to be accountable for any activity that reaches beyond the tenets of the Contest.
- Huawei India reserves the right to change the Terms and Conditions of this Contest at any time without prior notice.
- Huawei India reserves the right to use the images posted by the Participants on social media and website without any clause of rights.

ADDITIONAL LIMITATIONS:

- Unless prohibited by law, Participants agree to allow the 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 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 Contest; (b) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; Huawei 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 Huawei India to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event that Huawei 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 Huawei 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 the Sponsor (each a “Force Majeure” event or occurrence), Huawei 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 Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (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 Contest 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 Participants’ participation in the Contest or receipt or use of any product. Participants further agree that in any cause of action, the Released Parties’ liability will be limited to the cost of participating in the Contest, and in no event shall the Released Parties be liable for attorney’s fees. The Participants waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, business, profit or loss, direct, or indirect damages. The Participants 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 Contest.
- Any inappropriate comment will be removed, and the user will be banned from making any further comments. No explanation for such an action will be required to be provided by Huawei India.

INDEMNIFICATION:

By entering this Contest, each Participants agrees to indemnify, release, and hold harmless the Sponsor and its parent, affiliate and subsidiary companies, 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 Participants or to any breach or non-compliance by the Participants of any of these terms and conditions. (Or due to the use or misuse of any product purchased by the Participants.)

LIMITATION OF LIABILITY:

The 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. The 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 this Contest.

PUBLICITY:

By participating, each Participants grants the 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.

CONTEST SPONSORS:

This Contest is sponsored by Huawei Telecommunications (India) Co. Pvt. Ltd., 7th Floor, Tower - A, Spaze I tech Park, Sohna Road, Sector 49, Gurugram, 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 India on honorcontest@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 India.

APPLICABLE LAW & JURISDICTION:

This Contest is governed by the applicable Indian laws and subject to

exclusive jurisdiction of the Court at Delhi only. All disputes, controversies or claims in relation to this Contest, whether *contractual or tortious*, shall be submitted to arbitration as per the Arbitration and Conciliation Act, 1996 and any amendments thereof and the Rules framed there under. The place of the arbitration shall be in New Delhi, India. The arbitration proceedings shall be conducted by a sole arbitrator appointed by Huawei India and language shall be in English. The award of the arbitration shall be final and binding against the parties. All costs and expenses in respect of the arbitration shall be borne by the non-prevailing party.