

CONTEST GUIDELINES FOR XIAOMI THEME CONTEST

This theme contest titled “ME BY DESIGN” (hereinafter referred to as “**Contest**”), is presented to you on this website (the “**Website**”) by Xiaomi Technology India Private Limited (hereinafter referred to as “**Xiaomi**”) for the period from 00:00 IST on December, 01, 2015 till 23:59 IST on May, 28, 2016 (the “**Contest Period**”).

Xiaomi hereby invites its users (hereinafter referred to as “**Users**” or “**You/ Your or Designer**”) be part of this magnificent creative endeavor and participate in this Contest by submitting their original work of designs of themes in accordance with provision of this Guidelines (hereinafter collectively referred to as “**Submissions**”) to Xiaomi, through the Website.

However, employees and family members of Xiaomi and its affiliate / associate / subsidiary companies and their suppliers, advertising agencies shall not be considered eligible to participate in this Contest.

In addition to the Xiaomi Privacy Policy and other policies, all Submissions will be subject to these Content guidelines (hereinafter referred to as “**Guidelines**”) herein created specifically for this Contest. However, in the event of any conflict between the Guidelines and any other policy document of the Website, these Guidelines will prevail. These Guidelines may be subject to change, at the sole discretion of Xiaomi. It is Your responsibility to review the Guidelines from time to time.

In order to participate in the contest, You will have to have a designer account in the Website. During registration on the Website, Xiaomi may seek and collect certain personal information of the User, including but not limited to the name, e-mail address, phone number, *etc.* BY PARTICIPATING IN THIS CONTEST, YOU HEREBY EXPRESSLY PROVIDE XIAOMI WITH YOUR CONSENT TO THESE GUIDELINES. DO NOT CLICK ON THE CHECK BOX AT THE END OF THIS DOCUMENT. YOU WILL AUTOMATICALLY BE GUIDED OUT OF THIS PAGE.

The participation in the Contest is voluntary. By participating in the Contest, You agree to comply with Xiaomi Privacy Policy and other policies of Xiaomi in addition to compliance with the Guidelines. Xiaomi reserves the right to immediately disqualify the Participant found using any unfair means. By participating in this Contest, You agree to receive communication(s) from Xiaomi relating to the Contest and You unconditionally agree not to make any claim or raise any complaint against Xiaomi in this respect.

The User will be providing the Submission to Xiaomi in accordance with these Guidelines.

1. Designer Account

Participants needs to have a designer account in the Website to participate in the contest. Here are the steps to get a designer account if you do not have one already:

- i. Create a Mi Account here <http://account.mi.com/>
- ii. Set up designer account
 - a. Go to Designer website - MIUI Theme designer <http://designer.mi.com/> Sign in with your Mi Account
 - b. Choose “Individual designer”.
 - c. Fill in the form and upload a clear photo of yourself.
 - d. If you’ve completed all the previous steps correctly, your application will be approved within 3 working days and You will be considered a Designer.

2. Theme Design and Submissions

2.1 This contest is valid only for the territory of the Republic of India and only for participants aged 18 years and above and resident of India.

2.2 There is no limit on the number of Submissions that a Designer may upload. Accordingly, You may upload multiple Submissions for the Contest on MIUI theme store (“**Theme Store**”) in the Website.

2.3 Use Online Theme Editor <http://theme.mi.com/editor> to create and upload the theme

2.3.1 Open Online Theme Editor page

2.3.2 According to the Online Theme Editor guide, you need to select default lock screen style.

2.3.3 Design and upload theme’s wallpaper, icons and other theme elements.

2.3.4 If you have completed the steps mentioned above, you can click “Submit”.

2.3.5 After we approve it, your theme will be available for download in the Theme Store.

2.3.6 Please go to ‘MIUI Official Forum’ <http://en.miui.com/> to learn more about Theme design standards. You can see all information and related tutorials to theme design there.

- 2.3.7** If you want to create a theme with a completely unique lock screen or even cooler special effects, you can download ‘MIUI Theme Editor’ from the forum <http://en.miui.com/thread-37054-1-1.html>, use our tutorials <http://designer.xiaomi.com/doc/en/> and create a more complex and integrated MIUI theme.
- 7.1** All creative Submissions, provided by You should be an original work, which shall include any content created originally by You, not based on any third party content and does not incorporate or rely on any third party intellectual property. If the submission features any individuals, please ensure that you have obtained the necessary consents, no-objections and permissions from such individuals. You hereby waive any claims against Xiaomi and agree to keep Xiaomi indemnified for any claims brought against Xiaomi as a result of such Submission not being an original work or for unauthorized use of any Third party design or copyright.
- 2.4** Designers or other participants of the Contest may create and upload Submissions that may be similar to Your Submissions. In order to prevent legal claims that could be disruptive to other Designers and Xiaomi’s business, You agree to irrevocably and forever waive any legal claim You may have under any law, that Your rights were infringed due to any similarity between Your Submission and any other Submission that is, or may become available, on the Website.
- 2.5** Submissions that are used for participation in similar contests or used for any commercial purposes will not be considered. Xiaomi shall have the right to withdraw awards and the Designer shall be responsible for all legal consequences.
- 2.6** All global users will be able to download the submissions free of charge permanently without any restriction.
- 2.7** All submissions should be approved by Xiaomi expert team and uploaded to the Theme Store in order to become a valid submission. The time when the theme was approved and uploaded to the Theme Store will be considered as the “upload time” and Xiaomi expert team shall start counting orders from this time.
- 2.8** The Designer may use any software. All original design drafts must be kept in order, so that Xiaomi expert team can assist the Designers in adding the screens to the theme. (Eg: Layers should be kept in *.psd files for objects like icons, backgrounds etc.,)

- 2.9** If a submission is designed or developed by several people, all contributors should agree to participate in the Contest. The prize(s) will be given to the owner of the design account from which the submission was uploaded.
- 2.10** The content of the submission must be presented in accordance with local laws and regulations of the Designer.
- 2.11** Any themes which contain maps of disputed areas, flags, religious symbols, pornographic elements, scenes of excessive violence, politically incorrect and controversial statements or any explicit content which will potentially offend some ethnic groups or a nation's feelings will be considered as an invalid Submission and shall not be uploaded onto the Theme Store.
- 2.12** If Xiaomi expert team finds any invalid submission on the Theme Store, then Xiaomi expert team shall remove such invalid Submission from the Theme Store with immediate effect.

3. Rights in the Submissions

- 3.1** On uploading of the Submissions, Xiaomi will have the right to use, redesign, produce, exhibit, publish, advertise the Submissions without any limitation as Xiaomi may in its own discretion deem appropriate. Xiaomi shall be at liberty to use the Submissions received for the Contest for any purpose including for its media coverage, advertisement or publicity in any form which is existing today or in future, without any further consideration to the participants including, promotion of any products manufactured, distributed and/or supplied by it. Xiaomi reserves the rights to further modify, amend, adapt or otherwise make changes to the Submissions. Upon Xiaomi's request, you may also be required to unconditionally and without any additional compensation, execute such undertaking, forms and documents as may be required for assigning all rights (including moral rights) in the Submissions to Xiaomi. The Designer shall be solely liable for any legal dispute concerning commercial use arises from the Submission.
- 3.2** The Submissions, including any written messages submitted by any participant under this Contest, or otherwise, shall be treated as his / her own independent personal views. Xiaomi shall not be liable to any one in any manner whatsoever, for the Submissions and views of the Designers or Users of the Website.

4. Prize

Definition of Orders: Number of times a theme is uniquely downloaded i.e number of unique Mi accounts used for downloading this theme. We count the orders for each theme submitted during the Contest Period, the orders of these themes will be updated every 48 hours on the Contest website.

- 4.1** Three winners will be selected every 15 days based on the number of orders. The prizes will be [•] (**15 days cycle prize**). First cycle ends on 15 Dec 2015 (00:00 IST, 1 Dec - 23:59 IST, 15 Dec), second cycle starts on 16 Dec 2015 (00:00 IST, 16 Dec) and continue likewise. Orders of each theme will be counted in each cycle and the themes having top 3 orders in a 15-day cycle will be declared as winners, provided if the theme has not won a prize before in a 15-day cycle. However, a Designer will still be eligible to win prizes for other themes, which he submitted that has not won any prize in earlier 15-day cycles.
- 4.2** Three winners will be selected every 30 days based on the number of orders. The prizes will be [•] (**30 days cycle prize**). First 30-day cycle ends on 30 Dec 2015 (00:00 IST, 1 Dec - 23:59 IST, 30 Dec), second cycle starts on 31 Dec 2015 (00:00 IST, 31 Dec) and continue likewise. Orders of each theme will be counted in each cycle and the themes having top 3 orders in a 30-day cycle will be declared as winners, provided if the theme has not won a prize before in a 30-day cycle. However, a Designer will still be eligible to win prizes for other themes, which he submitted that has not won any prize in earlier 30-day cycles.
- 4.3** One winner will be selected every 90 days based on the number of orders. The prizes will be [•] (**90 days cycle prize**). First cycle ends on 28 Feb 2016 (00:00 IST, 1 Dec - 23:59 IST, 28 Feb 2016), second cycle starts on 29 Feb 2016 (00:00 IST, 29 Feb) and continue likewise. Orders of each theme will be counted in each cycle and the theme having the most orders in a 90-day cycle will be declared as winner, provided if the theme has not won a prize before in a 90-day cycle. However, a Designer will still be eligible to win prizes for other themes, which he submitted that has not won any prize in earlier 90-day cycles.
- 4.4** We select 3 winners at the end of 180 days based on the number of orders. The prizes will be [•] (**180 days cycle prize**). The Contest ends on 23:59 IST, 28 May 2016. The total orders for each theme will be counted from the date the theme is uploaded on the market until 23:59 IST, 28 May 2016. Based on the number of orders in this span (Theme upload date to 23:59 IST, 28 May 2016) the top 3 winners will be announced.
- 4.5** All the entries, which did not win during a certain period, will be eligible to win in the upcoming cycles, as per the above-mentioned rules.

- 4.6** Any submission of a designer who is not a resident of India shall not be considered for the Contest prizes however his/her submission shall reflect the orders and we will keep the ranks as it is but the prize will be given to the next Indian winner.
- 4.7** The decision of the jury will be final and binding. The 15 days cycle prize, 30 days cycle prize, 90 days cycle prize and 180 days cycle prize shall be together referred to as “**Prize**”.
- 4.8** All applicable taxes in relation to the Prize shall be borne by the winner. The winner will be solely responsible for any other expense related to the acceptance of Prize and Xiaomi shall not in any manner be liable or responsible for the same.
- 4.9** Xiaomi will send the winners e-mail intimation about the Prize. All winners shall be subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by Xiaomi and complete compliance with these terms and conditions. Xiaomi reserve the right to verify the winner’s details either on their own or through any authorized agency / person and the winners shall provide all necessary assistance in such verification. In exercising this right, Xiaomi may ask the winners to provide any documentary or other form of evidence for verifying the identity of each winner, and if this evidence does not establish the same then Xiaomi, in its sole discretion, will have the right to disqualify such a winner.
- 4.10** Winners will be announced within 7 working days after the end of each cycle. Winners will be required to provide the necessary details within 15 days from intimation of winning by Xiaomi. In the event a winner is unreachable, ineligible, or fails to claim the Prize in the time provided, the winner shall forfeit his / her Prize.
- 4.11** Upon verification of the information provided by each winner, the Prize will be dispatched to the address mentioned on the address proof submitted by the winner and the winner shall be intimated about the courier details either by providing the winner with the Proof of Delivery (POD) number or the Airway Bill Number (AWB), enabling the winner to track the courier. However, Xiaomi will not be liable for any delay in delivery of the Prize for any other reason whatsoever.
- 4.12** Xiaomi reserve the right to change the Prize at any time without any prior notice. The Prize is non-transferable and cannot be exchanged by the winners with any

product, item or money, under any circumstances. The Prize cannot be resold or retransferred by the winners under any circumstances and is meant only for each winner's personal use. The decision of Xiaomi in respect of color/ model of the prize shall be final and no dispute shall be entertained in this regard. Xiaomi or its affiliates / subsidiaries shall not be responsible for any misuse of the Prize by third parties.

5. Representations and Warranties

5.1 Original Work

If will contribute only original works as Submissions for the Contest, You represent and warrant that You are the sole author and creator of the original work and the sole owner of all intellectual property rights in the original works on a perpetual and worldwide basis.

5.2 General Representations and Warranties

You further represent and warrant the following with respect to the Submissions uploaded by You as a part of the Contest:

- 5.2.1** Neither Your Submissions nor the exercise of the rights granted herein, infringe or will infringe or violate any rights of any third party including, any copyright, contractual rights, rights of privacy or other rights of any person or defame any person;
- 5.2.2** Xiaomi exercise of the rights granted hereunder will not give rise to any obligation to pay You, or any third party any royalty or other payment;
- 5.2.3** There is no claim or litigation threatened, instituted or pending against Your Submission or Your use of the Submission in any manner;
- 5.2.4** You will not upload on the Website, any material as part of the Submission, that is contrary to the Privacy Policy or any other policy of Xiaomi, as updated from time to time, or any content that is contrary to applicable local, national, and international laws and regulations;
- 5.2.5** You will not infringe any intellectual property rights belonging to Xiaomi or any third parties; and

- 5.2.6** While participating in the Contest, You will not circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Submission provided to You. You agree that Xiaomi shall have no liability for, and You agree to defend, indemnify and hold Xiaomi harmless against any claims, losses or damages arising out of, or in connection with, Your uploading of the Submission on the Website and broadcast, display and exhibition of the same on the Website.
- 5.3** Each participant unconditionally agrees that he/ she shall not:
- 5.3.1** Make any misrepresentation;
 - 5.3.2** Do anything that does not comply with generally accepted Internet etiquette including (without limitation) the excessive use of inflammatory or antagonistic language, or wastefully and unnecessarily including previous communications in any postings;
 - 5.3.3** Perform System Abuse;
 - 5.3.4** Propagate, distribute or transmit destructive code, whether or not damage is actually caused thereby;
 - 5.3.5** Post abusive, obscene, threatening, harassing, defamatory, libelous, offensive or sexually explicit material;
 - 5.3.6** Intentionally make false or misleading statements;
 - 5.3.7** Offer to sell or buy any product or service;
 - 5.3.8** Post material that infringes copyright; or
 - 5.3.9** Post information that he/ she knows to be confidential or sensitive or otherwise in breach of the law.

6 Additional Documents

If Xiaomi requests You to sign any additional documents to evidence Xiaomi's absolute right in the Submission, You will do so within 15 business days of making of the request. You hereby irrevocably appoint Xiaomi as Your attorney-in-fact with full power to execute such documents on Your behalf if You do not sign them within 15 business days after You receive the written request, as the case may be.

7 Indemnification and Liability

- 7.1** You will indemnify and hold harmless Xiaomi, its licensees, its sub-licensees, its distributors, its producers, and their affiliates, successors, assigns, and each of

- their directors, officers, members, shareholders, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, judgments and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of any claim arising in connection with (i) any breach or alleged breach of Your obligations, representations, or warranties hereunder; or (ii) any violation by You of applicable law, (iii) any breach of the Guidelines or the acceptance, possession, or use of any Prize hereof.
- 7.2** Further, You will indemnify Xiaomi from and against any liabilities and claims arising in connection with Your breach of the Privacy Policy or any other policies of Xiaomi or breach of any licenses or other contracts in connection with the Submission or Your grant or exercise of rights herein.
- 7.3** This Contest is subject to event of force majeure. You will not hold Xiaomi liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and Xiaomi shall not be liable to pay to You any amount as compensation or otherwise for any such loss.
- 7.4** You will not hold Xiaomi liable for any loss or damage for any system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or other technological difficulties or any other force majeure event that may prevent a Designer from participating in the Contest. Further, Xiaomi will not be responsible or liable for: (a) any of Your failure to submit/receive the Submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or entries or Prizes; (c) any computer or communications related malfunctions or failures; or (d) any printing or typographical errors in any materials associated with the Contest.
- 7.5** In no event shall Xiaomi, its officers, directors, employees, partners or agents be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of information, User data or profits, whether or not foreseeable or whether or not Xiaomi has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out, of or in connection with your participation in the Contest.

7.6 IN CASE THE LAW PROHIBITS COMPLETE EXCLUSION OF LIABILITY, XIAOMI'S AGGREGATE LIABILITY (WHETHER UNDER CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE) AND THAT OF ITS AFFILIATES SHALL BE LIMITED TO RUPEES FIVE THOUSAND ONLY (Rs. 5,000/-) OR THE AGGREGATE AMOUNT PAID BY YOU FOR ACCESS TO THE WEBSITE OR THE SERVICES, WHICHEVER IS LESSER.

7.7 This Section will survive the termination/conclusion of the Contest Period, and the Contest.

8 Removal of Submissions

Once You have uploaded the Submissions, Xiaomi has no obligation to make any Submission available on the Website or otherwise. Without limiting any legal or equitable remedies Xiaomi may have, Xiaomi may remove, take down or delete the Submission, at any time, with or without reason or prior notice to You. Your representations, warranties and indemnification obligations will continue to be in force, even after the removal of such Submission from the Website.

9 General Provisions

9.1 By participating in the Contest, each Designer represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws.

9.2 This Contest is based on the skill and designing expertise of the participant.

9.3 You understand and agree that Xiaomi does not exercise any control on the quality, originality, authenticity, legality, security or validity of the Submissions / messages accompanying the Submissions or have the means for exercising such control.

9.4 All trademarks displayed on the Website are the exclusive property of Xiaomi and cannot be copied or used by any third party for any purpose whatsoever.

9.5 Xiaomi reserves the absolute right to amend the terms and conditions of the Contest or extend the Contest Period or cancel or discontinue the Contest or any part thereof without giving any reasons or prior notice. Xiaomi reserves the right to substitute the prizes under this Contest with prizes of equivalent value, at its sole discretion. The Contest shall be void, if prohibited by law. In such case,

- Xiaomi shall not be liable to provide any prize(s) or compensation to the winner on any account.
- 9.6** The Contest shall be void in any state where prohibited by law. In such case, Xiaomi shall not be liable to provide any free cashback, gift(s) or compensation to the participant on any account.
- 9.7** Failure by Xiaomi to enforce any of its right at any stage does not constitute a waiver of those rights.
- 9.8** This Contest shall be governed by Indian law. Any disputes arising from this Contest shall be subject to the sole jurisdiction of the courts at Bangalore, Karnataka, India.
- 9.9** Participants have to read and agree to the Contest rules before submitting the first theme. The organizer has the right to disqualify the entries in case any violation of the Contest rules occurs.
- 9.10** If you have any questions regarding the Contest, contact Xiaomi theme-india@xiaomi.com

I ACCEPT THE GUIDELINES