



# Terms and Conditions

## Free HUAWEI Care – Free Airbag Replacement (12 Months)

Participants agree to these terms and conditions (the 'Terms and Conditions'). Any information or instructions published by Huawei Technologies (Czech) s.r.o.

with its registered offices at Greenline Building, Jihlavská 1558/21, Prague 4, Czech republic

or its fully owned subsidiaries about the Promotion

at <https://consumer.huawei.com/cz/support/airbag-replacement-service/> ('Website')

form part of the Terms and Conditions. Participants are advised to save or print these Terms and Conditions for future reference.

## 1. Important Information on Consumer Law

1.1 The Service is separate and in addition to the legal rights of consumers under the laws governing the sale of consumer goods, and, therefore, does not affect, change or replace such rights.

## 2. Service Description

2.1 Subject to these Terms and Conditions, participants who purchase a HUAWEI WATCH D2 via the HUAWEI Online Store (HUAWEI Czech Republic) will be eligible to receive a one-time free airbag replacement service to the purchased HUAWEI WATCH D2.

2.2 Replacement will be limited only to the Airbag.

2.3 The Service is valid for 12 months from the date of activation of HUAWEI WATCH D2

2.4 Only one free airbag shall be permitted per HUAWEI WATCH D2.

2.5 The Service may only be redeemed via HUAWEI Authorised Service Centres in Czech Republic ('Service Centre').

- [Click here for information about your nearest authorized Huawei Authorized Service !](#)

2.6 The Service is subject to availability at designated Service Centres in Czech Republic, during designated service hours, subject to available capacities and the conclusion of a respective service contract at the Service Centre.

2.7 The Qualifying Products are subject to availability while stocks last.

2.8 The Service is not transferrable or exchangeable and applies to the original purchaser only.

2.9 The "Terms and Conditions" shall not be understood as an insurance policy.

### **3. Service Limitations**

3.1 During the Service Period, HUAWEI will under the free airbag replacement service replace only the airbag freely Replacement may involve the use of a functionally equivalent reconditioned unit.

3.2 All replaced defective products, parts are still the property of HUAWEI.

### **4. Service Exclusions**

4.1 The Service does not cover:

4.1.1 all functional problems which is included by HUAWEI's Limited Warranty (for further details about the Limited Warranty see: <https://consumer.huawei.com/cz/support/warranty-policy/>);

4.1.2 damage or defects caused by:

a) abuse or misuse, meaning intentionally-caused damage including knowingly using the Qualifying Product for a purpose or in a manner for which it was not intended;

b) actual, or attempted, modification or alteration of the Qualifying Product; or

c) service or repair (including upgrades) performed by anyone who is not HUAWEI or a Service Centre;

4.1.3 a Qualifying Product with a serial number that has been altered, defaced or removed, or Qualifying Product that has been opened, serviced, modified or altered by anyone other than HUAWEI or an authorized representative of HUAWEI, or Qualifying Product that contains component parts that are not authorized by HUAWEI;

4.1.4 damage caused by fire.

4.1.5 other components, straps or metal parts.

4.2 Where the Qualifying Product is assessed to be within one of the categories listed above, the Service Centre will issue a quotation for the repair or replacement and a notification will be sent to the participant via email.

## 5. How to claim the Service

5.1 To request a replacement under this Service, the participant must visit a Service Centre or contact HUAWEI hotline/ official web within the Service Period. The replacement service is carried out by the Service Centre. To book a service, please:

- [Click here for information about your nearest authorized Huawei Authorized Service](#) .
- [Click here for Postal-service](#)

5.2 HUAWEI may check the serial number of the Qualifying Product in order to assess if the Qualifying Product is covered by the Service is requested.

## 6. Limitation of Liability

6.1 HUAWEI will not be liable for any loss or damage caused wholly or mainly by your breach of these Terms and Conditions.

6.2 HUAWEI is not responsible or liable for the damage to or loss of any programs, data and you are advised to backup your data before delivering your Product to HUAWEI or an Authorized Service Centre for repair or replacement under the Service.

6.3 To the extent permitted by local laws, HUAWEI shall not be liable for any loss which is not a reasonably foreseeable consequence of a breach by

HUAWEI of these Terms and Conditions. As a consumer your use of the Product shall be non-commercial. HUAWEI shall therefore not be liable to you for any loss of profits, revenue, anticipated savings contracts or time arising out of your use of or inability to use the Product.

6.4 Nothing in these Terms and Conditions shall exclude or limit HUAWEI's liability for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation or any other liability that cannot be limited or excluded by law.

6.5 HUAWEI is not responsible for delays outside its control. If our fulfilment of the Service is delayed by an event outside our control then HUAWEI will contact you as soon as possible to let you know and will take steps to minimize the effect of the delay.

## **7. Miscellaneous**

7.1 HUAWEI reserves the right, to the fullest extent permitted by law, to: (a) disqualify any participant; or (b) modify, suspend, terminate, withdraw or cancel the Service, as appropriate.

7.2 HUAWEI shall have the right, where necessary, to undertake all such action as is reasonable to protect themselves against fraudulent or invalid claims including, without limitation, to generate or require further verification as to proof of purchase, deny the Service, or terminate the Service due to excessive fraud. This process may involve HUAWEI sharing information with third parties.

7.3 If any provision of these Terms and Conditions is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

7.4 These Terms and Conditions shall be governed and construed in accordance with Czech Law and subject to the exclusive jurisdiction of the Czech Courts.