

ONE COLOR, ONE MOOD EXPERIENCE ACTIVITY TERMS AND CONDITIONS

1. INTRODUCTION

1.1 This ~~HUAWEI AUTUMN CAMPAIGN~~ ONE COLOR ONE MOOD EXPERIENCE ACTIVITY ("Campaign") is organized by Huawei Technologies (Malaysia) Sdn. Bhd. ("Huawei"). The Campaign consists of the event as detailed in Section 3 below. This Campaign will run from 28th October 2021, ~~00:00AM (GMT+8)~~ to 30th November 2021, ~~11:59PM (GMT+8)~~ ("Campaign Period") at participating Huawei Experience Stores in Malaysia. Huawei reserves the rights to shorten or extend the Campaign Period at any time without notice to Customer.

2. ELIGIBILITY

- 2.1 This Campaign is open to all individuals who are residents in Malaysia, and aged 18 years old and above as of 28th October 2021 ("Customer(s)").
- 2.2 Employees of Huawei, their immediate families, Huawei's dealers, partners, advertising, creative and public relations agencies, program organizer, their employees and immediate families is not eligible to participate in this Campaign.
- 2.3 To participate in the Campaign or any activity of the Campaign, Customer must visit a participating Huawei Experience Store within the Campaign Period.

3. CAMPAIGN MECHANISM

- 3.1 During the Campaign Period, designated Huawei Device Experience ~~Activities~~ Activity will run at selected Huawei Experience Stores.
- 3.2 Customer who completed a designated Huawei Device Experience Activity at selected Huawei Experience Store will receive a random Free Gift from the same Huawei Experience Store. The random Free Gift will be determined by the representative of Huawei Experience Store at its sole discretion.
- 3.3 The designated Huawei Device Experience ~~Activities~~ Activity under this Campaign ~~are is~~ as follow:

One Color, One Mood Activity

- i) Customer shall use the designated Huawei Nova 9 smartphone to complete the below steps according to the guidance of Huawei Experience Store's representative: -
 - a) Open the colour animation app;
 - b) Take a random screenshot of a colour; and
 - c) Find an item in the Huawei Experience Store with the same colour as the screenshot and takes a photograph with it.
 - ii) Customer who completed the above steps will receive a random Free Gift from the Huawei Experience Store.
 - ~~iii) Time: From 8th November 2021, 00:00AM (GMT+8) to 30th November 2021, 11:59PM~~
- 3.4 Free Gift available to be received will be determined by the Huawei Experience Store at its sole discretion based on the Huawei Experience Store's existing inventory. Customer is not allowed to choose the Free Gift. Free Gift is not covered by any warranty of Huawei.
 - 3.5 Each Customer (of the same identity) is allowed to receive a maximum of one (1) Free Gift only throughout this Campaign.

4. GENERAL

- 4.1 The Customer agrees and provides consent to Huawei to the use of any personal data, including of the photograph taken under this Campaign, as provided by the Customer for the purpose of participation in this Campaign in line with the Personal Data Protection Act 2010, to the extent that any personal data provided shall only be processed and be used by Huawei for lawful purpose directly related to the running of this Campaign including but not limited to the purposes of promotional events, advertising, marketing and any administrative matters to facilitate the management and organizing of this Campaign.
- 4.2 By providing the personal data, Customer indicates that you have read, understood and agreed to be bound by Huawei's Privacy Policy stated at <https://consumer.huawei.com/my/legal/privacy-policy>. The Customer agrees that Huawei 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.
- 4.3 Recipient of any prize or gift under this Campaign may be required to participate in a photo taking session during the issuance of the prizes or gift as collection proof upon collecting the prize or gift.
- 4.4 In the event any prizes or gift are being awarded to the Customer having provided false or mistaken identity or information, Huawei shall have the right to revoke the Customer's eligibility for the said prizes or gift.
- 4.5 All prize and gift images are for reference only. Prizes and gifts shown and/or represented for the running of this Campaign shall be subjected to availability. Prizes and gifts given are non-refundable.
- 4.6 Recipients of prize and gift shall not substitute any prize or gift won or exchange the said prize or gift for money. Huawei reserves all rights in its sole discretion to substitute any prizes or gifts (or their component, if applicable) with one of equal or greater value. Huawei is responsible only for the delivery of the prizes or gifts and is not responsible for the condition, quality and fitness of the said prizes or gifts. Any imposition of taxes, fees, and any other costs associated with the acceptance and use of the prizes or gifts are the sole responsibility of the recipients.
- 4.7 By participating in the Campaign, Customers agree to be bound by this Terms and Conditions and Huawei'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 Campaign.
- 4.8 In accepting any prizes or free gifts under this Campaign, Customers agree to participate and cooperate as required in all editorial activities relating to the Campaign. Customers agree to grant to Huawei and its business partner, including the operator of the Huawei Experience Store 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 Customer will not be entitled to any fee for such use.
- 4.9 Huawei assumes no responsibility for late entries due to any reasons including, but not limited to, network transmission failure.
- 4.10 Huawei shall not be responsible for any losses or damages directly or indirectly incurred by any party including the Customer in connection or arising from acts or omissions or in any way related to this Campaign or to the nature/consumption of the prizes, gifts or vouchers.
- 4.11 The Customer agrees to discharge and release Huawei 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 Campaign or to the Customer's entry in the Campaign or to the

nature/consumption of the prizes, gifts or vouchers.

- 4.12 The Customer further agrees to discharge and release any third party which is related to and connected with this Campaign 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 Campaign or to the Customer's entry in the Campaign or to the nature/consumption of the prizes, gifts or vouchers.
- 4.13 By entering into this Campaign, the Customer agrees to indemnify and hold Huawei and the Huawei's group of companies, their officers, directors, shareholders, predecessors, successors in title, employees, agents and representatives harmless from any claims, losses, damages, liability, claims or expenses (including any legal fees), suffered or incurred by Huawei due to or in any way arising from this Campaign.
- 4.14 If Customers are discovered to be using or have used improper means to participate in this Campaign, Huawei 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.
- 4.15 Customers shall accept the prizes, gifts or vouchers under this Campaign as they are. Huawei makes no representation, warranty or undertaking as to any implied terms and conditions with respect to the prizes, gifts or vouchers under this Campaign. Huawei assumes no liability or responsibility in respect to defect or deficiency of the prizes, gifts or vouchers or the nature/consumption of the prizes, gifts or vouchers and will not entertain any direct correspondence with anyone in this regard.
- ~~4.16 In the event where any product purchased is allowed to be returned by the Customer to Huawei according to Huawei's standard return policy, Campaign Gifts and/or prizes given together with the product purchased must also be returned to Huawei together.~~
- ~~4.174.16~~ 4.16 Huawei reserves the rights to amend, modify and/or cancel the terms and conditions herein at any time without any further notice.
- ~~4.184.17~~ 4.17 This Campaign and the terms and conditions herein shall be governed by the laws of Malaysia.