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## HUAWEI MOBILE SA

### HUAWEI nova 12i Design COMPETITION

#### TERMS & CONDITIONS

15<sup>th</sup> April 2024 to 22<sup>th</sup> April 2024

#### 1. Introduction

- 1.1. This Competition ("**Competition**") is organized and run by Huawei Technologies Africa Proprietary Limited ("**Organiser**").
- 1.2. The Competition is not open for entry by or on behalf of a legal entity. The Competition will be executed in the Republic of South Africa.
- 1.3. By entering the Competition and by complying with the Competition Mechanics below, all Competition Participants stand a chance to win 1 (one) HUAWEI nova 12i valued at approximately R6 999.00 (Six Thousand Nine Hundred and Ninety-Nine rand) ("**Competition Prize(s)**").
- 1.4. There is 1 (one) Competition Prize up for grabs and therefore there will be 1 (one) Competition Winner ("**Competition Winner**").
- 1.5. This Competition will take place from the **15<sup>th</sup> April 2024 to 22<sup>th</sup> April 2024** (the "**Competition Period**") both dates inclusive. Any entries received after the closing date will not be considered for the Competition.
- 1.6. The Competition is open to all persons who are South African residents of 18 years and older with a valid South African identity document or valid permanent residence permit valid for a period exceeding 12 (twelve) months for the Republic of South Africa and valid at the end date of the Competition.

- 1.7. Employees, directors and agents of the Organisers, their immediate families, life partners, business partners and associates and any person directly involved with the sponsoring, devising, production, management or marketing of this Competition are not eligible to participate in this Competition.
- 1.8. The Competition is not open for entry by or on behalf of a legal entity. Entries received from business accounts held by legal persons (amongst others Corporates and SMEs, etc.) are excluded from participating and benefitting from the Competition.
- 1.9. The Competition will be executed in the Republic of South Africa.
- 1.10. Competition Winners will be announced on or before **30<sup>th</sup> April 2024** on the Huawei Mobile Facebook and/or Twitter page.

## **2. Competition Mechanics:**

- 2.1. To enter this Competition, Competition Participants must during the Competition Period:
  - 2.1.1 Mention the 2 colours HUAWEI nova 12i comes in?
  - 2.1.2 Competition Participants must use the following hashtag #HUAWEInova12i #nova12iKeStar in their answer.
- 2.2 Should Competition Participants fail to make use of the aforementioned hashtag their entry will not be considered for the Competition.
- 2.3 To receive an entry into the Competition Draw, Competition Participants must follow steps in clause 2.1 and use the hashtag in point 2.2
- 2.4 The Competition Winner will be selected by way of a random number generator from all entries that comply with the Competition Mechanics above.
- 2.5 The Competition Draw by way of a random number generated draw will take place on or before **26<sup>th</sup> April 2024**.

## **3 Competition Prize/s**

- 3.1 Competition Participants who have successfully complied with the Competition Mechanics as per

clause 2.1.1 will stand a chance to win the Competition Prize.

- 3.2 There is 1 (one) Competition Prize up for grabs and therefore there will be 1 (one) Competition Winner (“Competition Winner”).
- 3.3 The Competition Prize will be delivered to the Competition Winner’s provided delivery address by Ram Couriers within 30 (thirty) business days from the date of the Competition Draw.
- 3.4 Competition Winner will be contacted by way of direct message on Facebook or Twitter.
- 3.5 The Organisers will use reasonable efforts to contact the Competition Winner telephonically on the contact details used to participate in the Competition or by direct message on social media.
- 3.6 The Organisers shall attempt to contact the Competition Winner for a period of 2 (two) working days after his/ her name has been drawn and verified as a Competition Winner.
- 3.7 Should a Competition participant not be available on the contact number during the timeframe stipulated or reject, forfeit or decline acceptance of the Competition Prize, that person's right to the Competition Prize will be deemed to have been waived and the Competition Prize will be forfeited. The Organisers reserve the right to then award the Competition Prize to the next selected entrant.

#### 4 **General Terms and Conditions**

- 4.1 The Competition is valid for the duration of the Competition Period.
- 4.2 There are no additional charges for participating in the Competition.
- 4.3 Competition Participants are only allowed to enter once, multiple entries will not be considered and the first entry from the Competition Participant will be valid only.
- 4.4 The Competition Prize is not exchangeable for cash, and will not be transferable or negotiable.
- 4.5 The Organisers reserve the right to substitute the Competition Prize for an alternative Competition Prize of equal or greater value should the Competition Prize not be available for whatsoever reason.
- 4.6 The Competition Winner agrees to have their names being published as a Competition Winner on the Huawei Mobile SA Facebook <https://www.facebook.com/HuaweimobileZA/> and Twitter

<https://twitter.com/HuaweiZA/>. **The Competition Winner may decline the use of his/her name by the Organisers provided they notify the Organisers before the end of the Competition Period.**

4.7 Personal information of the successful Competition Participants will be strictly made use of to provide the Competition Prize and will be stored in a secure repository and not transferred to any third party save for the purposes of delivery of the Competition Prize.

**4.8 The Organisers shall request the Competition Winners' consent in writing to their image and/or likeness being used and published by the Organisers in connection with the Competition for a period of 12 (twelve) months after they have been announced as the Competition Winner. The Competition Winner may decline the use of his/her image and/or likeness by the Organisers.**

**4.9 The Competition Winner's name may be displayed on the Organisers Social Media Assets.**

4.10 Competition Participants acknowledge that any personal information including but not limited to name, contact number and delivery address supplied to the Organisers for purposes of this Competition is provided voluntarily.

4.11 User data collected via the Competition will not be used for any other purpose other than for the Competition only. Unless a Competition Participant has consented, the Organisers will not sell, exchange, transfer, rent or otherwise make available any Personal Information to other parties and Participants indemnify the Organisers from any unintentional disclosures of such information to unauthorized persons.

4.12 User data collected via the entry for this Competition will be stored for as long as it is legally required to and in accordance with the Organisers' Privacy Policy –

Huawei <https://consumer.huawei.com/za/legal/privacy-policy/>.

4.13 If there is no legal requirement, the collected information will only be stored for as long as it is needed.

4.14 This Competition is advertised on the Huawei Facebook <https://www.facebook.com/HuaweimobileZA/> and Twitter <https://twitter.com/HuaweiZA/> pages.

4.15 The Competition, the Competition Prize, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Competition, and will be applied and

interpreted in the sole discretion of the Organisers. Such altered terms and conditions shall become effective immediately after being altered or on such date as may be determined by the Organisers. No Competition Participants shall have any recourse against the Organisers as a result of any alterations of the terms and conditions.

4.16 All risks and ownership of the Competition Prize shall pass to the successful Competition Winner on transfer/delivery thereof and all of the Organiser's obligations in regard to the Competition as well as in regard to the Competition Prize shall terminate. The Organisers will not be held liable for any incorrect cell phone number ,delivery address and any incorrect email address provided by the Competition Winner.

4.17 Notwithstanding the fact that the Competition Prize vests on the successful Competition Winner immediately upon the determination of the results, any successful Competition Prize that remains unclaimed/ undeliverable after a month of transfer or no reasonable effort is made on the part of the successful Competition Winner to claim the Competition Prize, despite having been advised of the results of the Competition, will be forfeited.

4.18 In the event of a dispute in regard to any aspect of the Competition and/or the Terms and Conditions, the Organisers decision will be final and binding and no correspondence will be entered into.

4.19 The Organisers are not liable for any technical failures affecting participation in the Competition.

4.20 Neither the Organisers, nor any other person or party associated with the Competition, their associated companies, agents, contractors and sponsors and any of its personnel involved in the Competition , shall be liable whatsoever for any loss or damage incurred or suffered (including but not limited to direct or indirect or consequential loss), death or personal injury suffered or sustained arising from either participation in the Competition or from claiming the Competition Prize or after claiming the Competition Prize.

4.21 The Organisers reserve the right to extend, reasonably shorten or suspend the time period of the Competition for technical or commercial or operational reasons or for the greater public good or due to a "*force majeure*" event or generally for any reason whatsoever within its sole discretion, on condition that it notifies the participants in a manner that is expedient according to its best ability.

4.22 The Organisers reserve the right to amend the rules and/or terminate this Competition immediately at any stage, whether required as a result of changes in legislation, or if required by any national, provincial or municipal authority, or within the sole discretion of the Organisers for

any reason (recognized in law). Notice of such termination shall be published on the Organisers Facebook page. In such event, all Participants waive any rights that they may have/purport to have in terms of this Competition, and acknowledge that they will have no recourse against the Organisers whatsoever.

4.23 All Participants indemnify the Organisers, its associated and subsidiary companies, and its directors, officers and employees, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from their participation in any way whatsoever in this Competition.

4.24 All information relating to the Competition which is published on any marketing material will form part of these Terms and Conditions. In the event of any conflict between such marketing material and these Terms and Conditions, these Terms and Conditions shall prevail.

4.25 South African law shall govern these Competition rules and the courts of South Africa shall have exclusive jurisdiction.

I hereby agree to clauses 4.6 ,4.8 and 4.9