

MERDEKA & MALAYSIA DAY 2020 – “INSPIRED CREATIVITY, INSPIRED LIFE” CAMPAIGN TERMS AND CONDITIONS

1. Introduction

1.1 This **Merdeka & Malaysia Day 2020 – “Inspired Creativity, Inspired Life 2020”** campaign (“**Campaign**”) is organized by Huawei Technologies (Malaysia) Sdn. Bhd. (“**Huawei**”). The Campaign consists of the events as detailed in Section 2 below. This Campaign will commence from 20th August 2020, 12:00AM (GMT+8) to 20th September 2020, 11:59PM (GMT+8) (“**Campaign Period**”). 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 20th August 2020 (“**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.

3. Campaign Mechanism

3.1 This Campaign consists of the following three (2) events: -

No.	Event
i.	Lucky Draw Event (“LD Event”)
ii.	1 to 1 Give Away Free Gift (“GA Event”)
lii	Exclusively for Astro Rewards Members

i) Lucky Draw Event (“LD Event”)

Mechanism of LD Event

3.2 Customer who completed the purchase of a (1) unit of the selected LD Huawei Product set out in paragraph 3.3 below from a participating HUAWEI Brand Store, HUAWEI Operator Store or the HUAWEI Online Official Store (<https://shop.HUAWEI.com/my>) within the Campaign Period (“**Eligible Customer**”) is entitled to submit an entry for the Lucky Draw Event (“**LD Event**”).

3.3 The selected LD Huawei Products for the LD Event are as follows (“**LD Huawei Product(s)**”):

- a) Huawei Mate Xs
- b) Huawei Mate 30
- c) Huawei Mate 30 Pro
- d) Huawei Mate 30 Pro (5G)
- e) Huawei P40
- f) Huawei P40 Pro
- g) Huawei P40 Pro +
- h) Huawei P30
- i) Huawei P30 Pro
- j) Huawei Matebook X Pro (i7)
- k) Huawei Matebook 13 (R5)
- l) Huawei Matebook 13 (i5)
- m) Huawei Matebook 13 (i7)
- n) Huawei Matebook D 15 R5
- o) Huawei Matebook D 15 R5 (online)
- p) Huawei Matebook D 15 R7

- q) Huawei Matebook D 14 R7
- r) Huawei MatePad Pro
- s) Huawei MatePad Pro (5G)
- t) Huawei Nova 7
- u) Huawei Nova 7i
- v) Huawei Nova 7se
- w) Huawei Nova 5T
- x) Huawei M5 Lite 10
- y) Huawei M6
- z) Huawei MatePad
- aa) Huawei Sound X
- bb) Huawei Y5 2019
- cc) Huawei Y9 Prime 2019
- dd) Huawei Y9S
- ee) Huawei Y6P
- ff) Huawei Y5P
- gg) Huawei Y7P
- hh) Huawei MatePad T
- ii) Huawei T5 10
- jj) Huawei Watch GT 2
- kk) Huawei Watch GT 2e
- ll) Huawei Freebuds 3
- mm) Huawei Freebuds 3i

- 3.4 Huawei reserves the right to change or add on to the list of selected LD Huawei Products set out in paragraph 3.3 above.
- 3.5 To submit an entry for the LD Event, Eligible Customer must complete all the following steps within the Campaign Period: -
 - a) Login to <https://huaweimalaysia2020.com/>(“Campaign Site”);
 - b) Answer one (1) question on Campaign Site;
 - c) Select the model of LD Huawei Products purchased on Campaign Site;
 - d) Insert the serial number of the LD Huawei Products purchased on Campaign Site;
 - e) Insert all latest and accurate personal details of Eligible Customer required on Campaign Site;
 - f) Attach an image of the proof of purchase of LD Huawei Product, i.e. purchase receipt to the Campaign Site; and
 - g) Click “Submit” to submit an entry for the LD Event on Campaign Site.
- 3.6 Each entry completed according to paragraph 3.5 above qualify as one (1) eligible entry only for the LD Event (“Eligible Entry”).
- 3.7 Each LD Huawei Product (of the same serial number) purchased according to paragraph 3.2 above is eligible for one (1) Eligible Entry only for the LD Event.
- 3.8 If Eligible Customer purchased more than one (1) unit of LD Huawei Products in a single receipt or separate receipt, Customer must submit separate entries for each individual serial number and device model of the LD Huawei Products purchased.
- 3.9 Each Eligible Customer of the same identity card (NRIC) or passport number, is only allowed to submit a maximum of five (5) entries throughout the Campaign Period.
- 3.10 If any information submitted to the Campaign Site is found to be incomplete, misleading or inaccurate, the entry shall be deemed invalid and the Eligible Customer will be disqualified from the LD Event automatically.
- 3.11 Each Eligible Customer of the same identity card (NRIC) or passport number stands a chance to win a maximum of one (1) LD Prize only for the LD Event.

Prizes for LD Event

3.12 The lucky draw prizes available to be won for this LD Event are as follows (“LD Prize(s)”):-

Category	LD Prize	Worth (RM)	Quantity Available
Grand Prize	P40 PRO +	4,999	1
1 st Prize	HUAWEI 360 CAMERA	592	3
2 nd Prize	HUAWEI FREELACE	369	5
Consolation Prize	HUAWEI BAND 3	239	500

3.13 Huawei reserves the rights to change the LD Prizes with prizes of similar value without prior notification at its sole and absolute discretion. Decisions by Huawei will be final and no appeals will be entertained.

3.14 All LD Prizes are not exchangeable for cash or item, and are non-transferable.

LD Prize Winners Announcement

3.15 Winners of LD Prize are determined by a randomized draw conducted by Huawei from the Eligible Entries. Huawei’s draw results are final and no correspondence or appeals will be entertained.

3.16 All winners of LD Prize will be announced on the Huawei Mobile MY Facebook <https://www.facebook.com/huaweimobile/> on 30th September 2020 (“**Winner Announcement**”).

LD Prizes Collection /Redemption Method

3.17 The winners of LD Prize will receive a call or a notification email from Huawei within fourteen (14) days from the date of Winner Announcement to inform about the requirements for LD Prize collection and the request for proof of purchase of LD Huawei Product for verification purpose (“**Notification Email**”). The winners of LD Prize are required to reply to the Notification Email within seven (7) days from the date of Notification Email by submitting (i) a copy of their NRIC or passport, (ii) receipt as proof of purchase of LD Huawei Product and (iii) a prize redemption letter duly completed and signed by the winner. In the event that the winner fails to reply to the Notification Email within seven (7) days from the date of Notification Email with all the information/documents required, the LD Prize won will be forfeited automatically and it will thereafter be deemed to have lapsed unconditionally and irrevocably.

3.18 Huawei or its distributor/agent designated by Huawei will contact the winner of LD Prize regarding the delivery or redemption of the LD Prize. Winners of LD Prize will be required and is responsible to make the necessary arrangements with the designated distributor/agent (as notified by Huawei) to collect or redeem his/her LD Prize. Huawei will not bear any accommodation and/or transportation and/or other cost that the winners may incur or have to incur in the course of redeeming or using the LD Prizes. Winner will be required by the designated distributor/agent to take a photo with the LD Prize as proof of collection.

3.19 Proof of purchase of LD Huawei Product submitted by the winner of LD Prize is subject to Huawei’s final verification. Huawei reserves the right to disqualify, cancel or withdraw any winner of LD Prize in the case where there is any inconsistency in the details submitted.

3.20 Any LD Prize not won or unclaimed under this LD Event after 30th October 2020 will be forfeited and be deemed to have lapsed unconditionally and irrevocably. The winner who LD Prize has been forfeited or unclaimed is not entitled to any payment or compensation from Huawei, notwithstanding non-receipt of notification that he is a

winner.

3.21 All LD Prizes under this LD Event is not covered by warranty of Huawei.

3.22 All LD Prizes under this LD Event is not exchangeable for cash or other items, and are non-transferable.

1 to 1 Give Away Free Gift ('GA Event')

3.23 Upon purchase of the LD Huawei Product listed in paragraph 3.3 above from a participating HUAWEI Brand Store, HUAWEI Operator Store or the HUAWEI Online Official Store (<https://shop.HUAWEI.com/my>) within the Campaign Period, Customer is entitled to redeem from the same store the corresponding Premium Gift as follows ("GA Event(s)":-

Product Category	Price Category (RM)	Premium Gift
Mate30 series, P Series, Matebook Series & Matepad Pro series	Only for purchase of a unit of Huawei Product with price of RM2000 and above.	Mini Humidifier
Nova Series & Mediapad series, Matepad series, Sound X	Only for purchase of a unit of Huawei Product with price in the region of RM1000 - RM1999.	Portable Fan
Y series, T Series, Matepad T series, Watch GT series & Freebuds series	Only for purchase of a unit of Huawei Product with price in the region of RM300 - RM999.	Canvas Shopping Bag

3.24 Each LD Huawei Product (of the same serial number) purchased is entitled to receive one (1) unit of the corresponding Premium Gift only.

3.25 Huawei reserves the right to change the Premium Gift with gifts of similar value without prior notification at its sole and absolute discretion. Decisions by Huawei will be final and no appeals will be entertained.

3.26 All Premium Gifts is not exchangeable for cash or item, and are non-transferable.

3.27 All Premium Gifts is available on a first-come-first-served basis, while stocks last.

3.28 All Premium Gift available under this GA Event is not covered by warranty of Huawei.

3.29 Huawei assumes no liability or responsibility in respect to defect or deficiency of the Premium Gift or the nature/consumption of the Premium Gift and will not entertain any direct correspondence with anyone in this regard.

3.30 Huawei reserves the right to disqualify Customer that does not comply with the terms and conditions herein.

Exclusively for Astro Rewards Members

3.31 Customers who is an Astro Rewards Member and completed a purchase of Huawei Products with minimum spend of RM1000.00 (in a single transaction or receipt) from a participating HUAWEI Brand Store within the Campaign Period is entitled to redeem from the same store the corresponding Free Gift as follows: -

Free Gift
Huawei CM510 Mini Speaker
1-time Instant rebate of RM100 for the purchase of Huawei Watch GT 2e (with one (1) free strap)

3.32 All Free Gifts is not exchangeable for cash or item, and are non-transferable.

3.33 All Free Gifts is available on a first-come-first-served basis, while stocks last.

3.34 All Free Gift available under this Astro Rewards Member Event is not covered by warranty of Huawei.

3.35 All Free Gift must be redeemed within sixty (60) minutes from the completion of purchase

of Huawei Products required by paragraph 3.33 above.

3.36 Huawei reserves the right to disqualify Customer that does not comply with the terms and conditions herein.

3.37 To redeem the Free Gift, Customer is required to complete all steps as follows:-

- a) Complete the purchase of Huawei Products with minimum spend of RM1,000 (in a single transaction or receipt) at a participating Huawei Brand Store;
- b) Upon payment of the Huawei Product, login to his/her Astro ID at <https://id.astro.com.my/> and search for Huawei Merdeka deal from <https://rewards.astro.com.my/>; and
- c) Present the Huawei Merdeka Deal to the counter of the Huawei Brand Store to receive a Huawei C510 Mini Speaker and to purchase a Huawei GT 2e watch at RM499.

4. General

- 4.1 The Customer agrees and provides consent to Huawei to the use of any Personal Data 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 the prizes or gifts, the winners of the prizes or gifts agree to participate and cooperate as required in all editorial activities relating to the Campaign. The winners of the prizes or gifts agree to grant Huawei 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 said winners 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 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 This Campaign and the Terms and Conditions herein shall be governed by the laws of Malaysia.