

Huawei Technologies South Africa (Pty) Ltd

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HUAWEI MOBILE SERVICES SA

HUAWEI / TELKOM APP GALLERY P40 CAMPAIGN

TERMS & CONDITIONS

29 July 2020 – 16 August 2020

1. Introduction

- 1.1. This Competition ("**Competition**") is organized and run by Huawei Technologies South Africa Proprietary Limited ("**Organiser**"), together with Telkom SA SOC Limited ("**Telkom**") including their affiliates, partners, associates and agents (together to be referred to as the "**Organiser/s**").
- 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, Participants stand a chance to win 1 (one) of 5 (five) Huawei Competition Prize combos consisting of the following;
 - 1.3.1. Huawei Watch GT: R3, 499 (Three thousand four hundred and ninety nine rand); and
 - 1.3.2. Huawei Frealace: R1, 999 (One thousand nine hundred and ninety nine rand).

("Competition Prize")
- 1.4. There are 5 Competition Prize/s up for grabs and therefore, there will be 5 winners of the Competition ("**Competition Winner**")
- 1.5. This Competition will run on **29 JULY 2020 (UTC+2) to 15 AUGUST 23:59 PM (UTC+2)** both dates inclusive (the "**Competition Period**"). 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.

2. Competition Mechanics:

2.1. To enter this Competition, Competition Participants must during the Competition Period:

2.1.1. Purchase a Qualifying Device from a Qualifying Outlet during the Competition Period;

Qualifying Device	Qualifying Outlet
Huawei P40	Telkom Store
Huawei P40Lite	Online from Telkom
Huawei P40 Pro	

2.1.2. Register their purchase on www.huaweipromo.co.za (the “**Competitions Website**”).

[Competition Participants will receive an SMS or Email from the Organisers to notify them that their information has been successfully registered]

2.1.3. provide the following information on the Competitions Website

Personal Information	Qualifying Device Information
Name, Surname, ID number, Cell Phone Number and email address	IMEI number, Picture of the proof of purchase,

2.1.4. For further clarity on the Competition Participant journey – please refer to Annexure “**A**” below.

2.2. The Competition Winners will be selected by way of a random number generator from all entries that comply with the Competition Mechanics above.

2.3. The Competition Draw will take place on or before **30 August 2020**.

3. Competition Prize/s

3.1. Competition Participants who have complied with the Competition Mechanics successfully will stand a chance to win 1 (one) of 5 (five) Huawei Competition Prize combos consisting of the following;

3.1.1. Huawei Watch GT: R3, 499 (Three thousand four hundred and ninety nine rand); and

3.1.2. Huawei Freelace: R1, 999 (One thousand nine hundred and ninety nine rand).

3.2. There are 5 Competition Prize/s up for grabs and therefore, there will be 5 Competition Winner/s of the Competition.

3.3. The Competition Prizes will be sent to the Competition Winners **within 30 (thirty) business days from the date of draw.**

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. Participants are only allowed to enter once for each Qualifying Device purchased from a Qualifying Outlet during the Competitions Period, multiple entries will not be considered and the first entry from the 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.**

4.7. Personal information of the successful Competition Winners will be strictly made use of to provide the Competition Prizes and will be stored in a secure repository and not transferred to

any third party save for the purposes of delivery of the Competition Prizes.

4.8. User data collected via the Competition will not be used for any other purpose than for the Competition only. 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 –

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

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

4.10. This Competition is advertised on the Huawei Facebook <https://www.facebook.com/HuaweimobileservicesZA/>

4.11. 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.

4.12. 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 and any incorrect email address provided by the Competition Winners.

4.13. 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.

4.14. 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.

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

- 4.16. 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.
- 4.17. 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.
- 4.18. 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.
- 4.19. 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
- 4.20. 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.
- 4.21. South African law shall govern these Competition rules and the courts of South Africa shall have exclusive jurisdiction

Competition Participants' Journey:

(1) Step 1: Purchase your Qualifying device during the Competition Period

(2) Step 2: Load Your Device Information on:

The Competitions Website and register the purchased Qualifying Device with the below required details for the Competition Period between 29 July and 15 August 2020 (both dates inclusive):

- Correct device IMEI number → which is from the store invoice.
- Upload the correct, clear and full Tax/Transaction invoice from store. (The invoice date needs to fall within the Competition Period)

(3) Step 3: Supply personal information correctly as per below:

- Customer Name and Surname
- Customer contact number
- Customer email address

(4) Step 4: Click submit to complete registration of the IMEI: