

## **HUAWEI P30 PRO & Mate 20 Pro PROMOTION TERMS AND CONDITIONS**

**FROM 1 MAY 2019 – 31 MAY 2019**

**(LIMITED TO THE FIRST 20 000 CUSTOMERS / APPLICATIONS RECEIVED)**

### **Introduction**

1. This promotion (“**Promotion**”) is organised and run by Huawei Technologies Africa (Pty) Ltd (“**Huawei**”), including its affiliates, partners, associates and agents together with Telkom (and other authorized network/ cellular operators being the authorized cellular operators within South Africa) (the “**Organiser/s**”).

The Promotion is open for entry by all South African residents of 18 years and older with a valid South African identity document or valid permanent residence permit, except employees of the Organisers and its advertising and/or promotion agencies, outlet owners, retailers and wholesalers that form part of the Promotion and their immediate families.

2. The Promotion is not open for entry by or on behalf of a legal entity. The Promotion will be executed in the Republic of South Africa.
3. By entering the Promotion, all participants agree to be bound by these terms and conditions, which will be interpreted by the Organisers and the Organisers decision regarding any issue that may arise from this Promotion will be final, binding and non-negotiable.
4. This Promotion will run from **1 MAY 2019 to 31 MAY 2019** (the “**Promotion Period**”) or up until the date that 20 000 (twenty thousand) participants (“**Promotion Participants**”) have purchased the Huawei P30/ Huawei P30 Pro or Huawei Mate 20 Pro device (the “**Qualifying Devices**”) and successfully registered their purchase as more fully described hereunder.
5. Promotion Participants are required to purchase the Qualifying Devices and claim the Promotion gift by following the claim process outlined below during the Promotion Period.
6. The Promotion deals with purchases made with Telkom AND other authorized network/ cellular

operators (“**Promotion Operators**”).

7. The first 20 000 participants that purchase a Qualifying Device from one of the Promotion Operators during the Promotions Period **AND** successfully register their purchase on this site: [www.huaweipromo.co.za](http://www.huaweipromo.co.za) (the “**Promotions Website**”) will each receive a promotions gift consisting of the **HUAWEI FreeLace valued at R2499** [two thousand four hundred and ninety-nine rand including VAT]) (the “**Promotions Gift**”)

### **Promotion Mechanics**

8. To enter this Promotion, Promotion Participants must:

- 8.1 purchase a Qualifying Device from the Promotion Operators during the Promotions Period; and

- 8.2 register the purchase information as listed below at clause 9 after purchasing a Qualifying Device from the Promotion Operators on the Promotions Website. Promotion Participants will receive an SMS or email from the Organisers to notify them that their information was successfully registered; and

- 8.3 be one of the first 20 000 (twenty thousand) people to register their purchase information on the Promotions Website during the Promotion Period.

- 8.4 Huawei will conduct a verification exercise to authenticate whether the Promotion Participants have complied with the Promotion criteria. Once successfully verified and authenticated, the first 20 000 Promotion Participants –

- 8.4.1 will receive their Promotions Gift within 30 Business Days from the date of successful registration.

- 8.4.2 personal details of the successful Promotion Participants will be stored by Huawei on an internal database so that Huawei can ship/ deliver the Promotional Gift;

- 8.4.3 personal information of the successful Promotion Participants will be strictly used solely for the purpose of arranging the delivery/ shipping of the Promotional Gift and will be stored in a secure repository and not transferred to any third party save for the purposes of delivery of the Promotional Gift.

- 8.5 For further information, please refer to the Huawei Privacy Policy located at <https://consumer.huawei.com/za/legal/privacy-policy/>.

9. Customer Journey:

(1) Step 1: Load Your Device Information:

register the purchased Qualifying Device with the below required details for the promotion:

- correct device IMEI number → which is from the store invoice.
- upload the correct, clear and full Tax/Transaction invoice from store.

(2) Step 2: Supply personal information correctly as per below:

- customer name and surname
- customer physical/delivery address: including Unit Number/Complex Name/Street Name
- customer contact number
- customer email address
- Special Instruction: alternate contact person name and number for when the Participant is not at home, to help to receive and sign for delivery of the Gift.

(3) Step 3: Click submit to complete registration of the IMEI:

- once IMEI is registered, and system correctly confirmed IMEI number, customer will receive SMS or Email notification
- after IMEI has been verified by Huawei, customer will be qualified for the gift
- **customer will receive a final SMS or Email notification for delivery of the gift**

**Promotion Mechanics**

10. The first 20 000 participants that purchase a Qualifying Device from one of the Promotion Operators during the Promotions Period and successfully register their purchase on the Promotions Website will each receive a Promotions Gift consisting of –

***1 (one) HUAWEI FreeLace valued at R2499***

**General Terms and Conditions**

11. The Promotion is **valid for the Promotions Period or up until 20 000 Promotion Participants have successfully registered their purchase of a Qualifying Device on the Promotions Website and have been verified by Huawei whichever occurs first.**

12. There are no additional charges for participating in the Promotion.

13. The Promotional Gift is not exchangeable for cash, and will not be transferable or negotiable.

14. The Organisers reserve the right to substitute the Promotion Gift for an alternative gift of equal or greater value should the Promotion Gift not be available for whatsoever reason.

15. This Promotion is advertised on the Organisers Promotions Website on [www.huaweipromo.co.za](http://www.huaweipromo.co.za).

16. The Promotion, the Promotion Gift, and any terms and/or conditions pertaining to it may be amended by reasonable notification at any time during the Promotion, 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 and published accordingly on Huawei's website. Once such altered terms and conditions are published they are deemed accepted by the Participants. No Participants shall have any recourse against the Organisers as a result of any alterations of the terms and conditions.

17. All risks and ownership of the Promotion Gift shall pass to the successful Promotion Participant on transfer/delivery thereof and hence all of the Organisers obligations in regard to the Promotion as well as in regard to the Promotion Gift shall terminate.

The Organisers will advise of arrangements in respect of the Promotion Gift distribution at the time of contacting the selected successful Promotion Participant.

18. The first two shipments of the Promotional Gift will be free of charge and the successful Promotion Participant will not bear any costs for delivery. However if the courier ships the Promotional Gift for the 3<sup>rd</sup> time to the same successful Promotion Participant, there will be a fee charged from the courier company for that particular shipment, if the Participant could not be reached.

19. Notwithstanding the fact that the Promotion Gift vests on the successful Promotion Participant immediately upon the determination of the results, any successful Promotion Participants Promotional Gift that remains unclaimed/ undeliverable after 30 (thirty) working days of transfer or no reasonable effort is made on the part of the successful Promotion Participant to claim the Promotion Gift despite having been advised of the results of the Promotion will be forfeited.

20. In the event of a dispute with regards to any aspect of the Promotion and/or the Terms and Conditions, the Organiser's decision will be final and binding and no correspondence will be entered into.

21. The Organisers are not liable for any technical failures affecting participation and / or Promotion Gift redemption process of the Promotion.

22. Neither the Organisers, nor any other person or party associated with the Promotion, their

associated companies, agents, contractors and sponsors and any of its personnel involved in the Promotion , 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 Promotion or from claiming the Promotion Gift or after claiming the Promotion Gift.

23. In addition, neither the Organisers, nor its agents shall be responsible for any loss or misdirected entries, including entries that were not received due to any failure of hardware, software, or other computer or technical systems affecting participating and/or Promotion Gift redemption process of the Promotion.
24. The Organisers reserve the right to extend, reasonably shorten or suspend the time period of the Promotion 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.
25. 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 Promotion.
26. All information relating to the Promotion 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.
27. South African law shall govern these Promotion rules and the courts of South Africa shall have exclusive jurisdiction