

**Terms & Conditions for “OPPO Reno12 Series 5G- Buy Now & Win International Trip & Other Exciting Rewards\*” Applicable for any new buyer of OPPO Smartphone”**

These terms and conditions ("Terms") govern the conduct of the draw titled as **“OPPO Reno12 Series 5G- Buy Now & Win International Trip & Other Exciting Rewards\*” Applicable for any new buyer of OPPO Smartphone”** Applicable for all new buyers of OPPO Smartphone” ("Contest") organized, conducted, and brought to the Participant(s) by OPPO Mobiles India Private Limited ("Organizer" or "OPPO") for the promotion of **OPPO Smartphones**

“Participants” means the new users who have purchased any new devices and have successfully activated it between the period **from 18<sup>th</sup> July, 2024 till 26<sup>th</sup> July, 2024** (hereinafter referred to as the **“Event Duration”**).

“**User Journey**” shall mean the Participants who activate their OPPO smartphones, access the MY OPPO App, and choose the **“OPPO Reno12 Series 5G- Buy Now & Win International Trip & Other Exciting Rewards\*” Applicable for any new buyer of OPPO Smartphone”** banner on their new OPPO smartphone. Then, they proceed to the My OPPO Raffle section and select "Play now."

“**Rewards**” shall mean.

Reward	Qty
International Trip	3 Winners
Dine with Family	3 winners
Reno12	3 units
<u>Enco Buds 2</u>	20 units
Customized Umbrella	20
Customized Duffle Bag	20
3 <sup>rd</sup> Party Benefit	Unlimited
Customised Sipper	30

**1. Eligibility:**

- a. To be eligible for this Contest, Participants are required to purchase new OPPO Smartphone and activate My OPPO during the Event Duration- 18<sup>th</sup> July, 2024 to 26<sup>th</sup> July, 2024
- b. The Participants must ensure that their OPPO mobile phone is active/ valid during the Event Duration as per the User Journey.
- c. Only one OPPO account/per person will be eligible to participate in the Contest.
- d. The Participants shall ensure that they strictly follow the Eligibility process during the Event Duration and only thereafter the Participants playing the Contest shall be considered eligible.

## 2. Timelines:

- a. The Contest follows a strict timeline therefore Participants failing to adhere with the timeline for Event Duration shall result in cancellation of participation.
- b. Participants are required to fill in only the correct details as required in the form, any information that is found incorrect, invalid, or false shall result in rejection of such Participant from the Contest.
- c. The Participants will be informed about the reward which they have won immediately after taking part in the Contest, however, the redemption of the same shall be as per the sub-heading Redemption Mechanism/Scheme given herein below.
- d. Subject to the availability of the Reward won during the Contest shall be informed to the Participant and he/she shall receive an OPPO E-store or Brand voucher which can be redeemed within 120 days from the date of receiving the aforesaid voucher.

## 3. Reward:

**NOTE: Tax Deducted at Source (TDS) Liability: All Tax Deducted at Source (TDS) liabilities arising from the Reward shall be borne solely by the winner. Failure to bear this responsibility shall result in disqualification from receiving the Reward. The winner agrees to indemnify and hold OPPO harmless from any claims or liabilities arising from their failure to fulfil TDS obligations.**

[a] The Participants playing the Contest may or may not stand a chance to win any Rewards as mentioned above.

[b] The eligible participants for International Trip are limited up to only 03 winners and shall be governed with the following terms as stated below:

1. **Predetermined Itinerary:** The itinerary for the winner shall be pre-determined and the winner is required to adhere to it, including all daily tourist tours and meals. However, the itinerary shall not cover any tourism fees for entering places that require such fees. The winner shall be responsible for covering these additional expenses.
2. **Third-Party Interactions and Disputes:** Any interactions or disputes with third parties during the trip shall not be the liability of OPPO under any circumstances. The winner acknowledges and agrees that OPPO shall bear no responsibility for any third-party actions or conflicts.
3. **Personal Responsibility:** The winner shall have complete responsibility for their health and any personal expenses incurred during the trip due to any illness and injury. The winner shall be fully liable for their own actions, and OPPO shall have no responsibility or liability in this regard.
4. **Trip Schedule and Responsibility:** The winner shall be duly informed of the trip dates and ticket details in advance. If the winner is unable to attend on the specified dates, it shall be entirely their responsibility. No additional guests (plus ones) are allowed on the trip.

5. Local OPPO Store/Retailer Confirmation: Upon receiving confirmation of the Trip, the winner must visit or inform the local OPPO Store/Retailer to confirm their place and verify personal details.
6. Travel Destination Options: The winner will be provided with certain options to select the travel destination. The winner must confirm one location from the following options: Dubai, Hong Kong, Thailand, or Malaysia.
7. Round Trip Flight: The winner shall be provided with a round-trip flight for a trip lasting 3 nights and 4 days. The travel dates provided by OPPO shall be final and non-negotiable. The winner must adhere to the specified dates, and no changes or requests for alterations will be entertained.
8. Exclusions from Reward: The trip reward shall not include any materials, gifts, products, or assets purchased by the winner during the planned travel, nor any customs duty related to purchased products. The winner shall arrange, at their own expense, to keep their products safe and carried along. Any visiting tickets or tourism fees shall be borne by the winner.
9. Passport and Visa Requirements: The winner shall be solely responsible for ensuring they hold a valid passport and visa at least 15 days prior to the planned travel. If the winner fails to obtain the required documents before 15 days of the planned travel or does not show up on the planned day/time, OPPO shall not provide any compensation whatsoever.
10. Withdrawal of Consent: In the event the winner withdraws their consent to accept the travel offer, OPPO shall not be liable to provide any compensation, and the winner shall no longer be eligible for any such reward.
11. Medical Liability: The winner agrees and acknowledges that OPPO shall not be liable for any medical issues occurring during the planned travel, including but not limited to pre-existing conditions, allergies, ailments, heart attacks, or death.
12. Criminal Offenses: The winner warrants that they are not involved in any criminal offenses. If the winner is found making false statements, strict actions shall be taken, and the winner shall be liable to compensate OPPO for all liabilities incurred.
13. Indemnification: The winner undertakes and warrants that they shall be absolutely liable for any medical issues, criminal activities, negligence, or other incidents occurring during the planned travel and beyond. The winner agrees to indemnify and hold OPPO harmless from any claims, damages, liabilities, or expenses arising from their actions.

[c] The winners of IoT or Phone products shall receive E-vouchers which they can use to avail their rewards on the OPPO E-Store.

[d] The Winners of physical rewards mentioned (Co-branded merchandize) will be subjected to delivered at winner's place based on the details by winner in My OPPO Application.

[e] The Winners of Dine with Family will be subjected to Customer's local region without any travel inclusions with 1+1 facility at the certain restrants that will be notified by OPPO India for a meal.

[f] Dinner with Family: The winner is allowed to bring one guest (plus one) to the family dinner. A coupon worth INR 999 shall be provided for a restaurant, the details of which shall be communicated to the winner.

[g] Dinner Coupon Limit and Conduct: The winner shall be provided with a coupon worth INR 9999 for the family dinner at a specified restaurant. Any charges for food incurred beyond the coupon limit of INR 9999 shall be borne solely by the winner. The winner shall be responsible for their behavior during the meal, and any third-party conflicts or issues arising at the restaurant shall not be the liability of OPPO. The winner agrees to indemnify and hold OPPO harmless from any disputes or claims arising from their actions during the meal.

[h] The Participants understand and agree that there are no guarantees that the Participants will win any of the Rewards. The Participants further agree that OPPO has the right to change any of the aforementioned rewards at any given point in time, at its own discretion and without any prior intimation to anyone, in any manner whatsoever. The Participants also agree that the decision of OPPO shall be final and non-challengeable in respect of any of the rewards mentioned herein above.

[i] The Participants understand that OPPO reserves the right to exclude/ cancel the participation if he/she is suspected or violates the Terms and Conditions, tampers with the products, engages in abusive, deceit or fraudulent behaviour in relation to the Contest or makes false representations or statements or violates applicable law or regulations.

#### **4. Redemption Mechanism/Scheme:**

[a] To participate in the contest, participants will either receive banner notifications on their OPPO smartphones or can directly access the My OPPO application installed on their devices to participate by clicking on the banner. Afterwards, participants will be directed to the **"OPPO Reno12 Series 5G- Buy Now & Win International Trip & Other Exciting Rewards\*\*" page** and will receive one free chance to play the Raffle.

[b] All Participants agree that if they fail to follow any of the redemption procedures or any additional procedures or processes advised by OPPO then they shall unequivocally and irrevocably forfeit their winnings and OPPO shall disqualify such winners. The Participants shall not raise any dispute or challenge OPPO's decision in this regard and each such Participant shall keep OPPO completely indemnified (including but not limited for all its costs, expenses, penalties, interest, etc.) and hold harmless in this regard.

[c] Winners of IoT & Phone products as reward will receive a redemption coupon on their registered email id's which can be redeemed for purchasing the said IoT at the online OPPO E-Store.

[d] The Participants can use the redemption code at the latest by 120 days from the date of receiving e-store voucher code, thereafter, the redemption code will expire.

[e] For redemption of the rewards the winners must provide the details as required by OPPO for enabling the winners to get the rewards.

[f] Upon winning the Membership Rewards Points, the said Reward Points will be automatically reflected in the user account of their My OPPO APP. The Winner can check the Points by visiting 'Me' and then clicking on 'My Points' in My OPPO APP. The Rewards Points can be used by the winner for IN-APP activities (for e.g.: for buying in Points Mall on their MY OPPO App or participating in any other contest organized by OPPO, etc.)

[g] All Participants agree that if they fail to follow any of the redemption procedures or any additional procedures or processes advised by OPPO then they shall unequivocally and irrevocably forfeit their winnings and that OPPO shall disqualify such winners. The Participants shall not raise any dispute or challenge OPPO's decision in this regard and each such Participant shall keep OPPO completely indemnified (including but not limited for all its costs, expenses, penalties, interest, etc.) and held harmless in this regard.

## **5. Taxes:**

The TDS (Tax Deducted at Source) required to be paid / deposited on the prize money mentioned herein shall be borne by OPPO India. The Participants shall provide all the requisite information for enabling Organizer / OPPO India in making necessary statutory compliance. The participant shall be completely indemnified (including but not limited for all its costs, expenses, penalties, interest, etc.), defend and hold harmless OPPO India, its employees, its directors, and shareholders in case of furnishing incorrect / false information.

OPPO India reserves the right to recover all amounts including taxes / duties deposited by it along with all legal and other cost and expenses incurred by OPPO India in case it is found that the Participant has fraudulently benefitted from the contest and / or has provided wrong / incorrect information to the OPPO."

The Participants further agree that a refusal or reluctance, explicit or implicit or whether directly or indirectly, to share information (including personal information) for discharging statutory obligations of OPPO in respect of the distribution of prizes shall give an unequivocal right to OPPO India to disqualify the Participant without the Participant having any claim on OPPO India, in any manner, whatsoever.

## **6. Data Privacy:**

a. By participating in this Contest the Participant hereby unequivocally and irrevocably grant the Organizer its free consent and a right to collect, store, process, use, share, transfer, publish the personal data (including images, videos, documents, etc.) provided by the Participant on any medium and mode and in the manner as may be desired by the Organizer in accordance with the data privacy notice of OPPO available at <https://www.oppo.com/in/privacy/>.

b. All personal information, images and documents collected by the Organizers from the Participants shall also be used by the Organizers for the purposes connected with this Contest including but not limited to conducting verification (including third party verification), etc and all such documents and information so collected shall become the property of the Organizer. The Participants hereby agree that they are providing their personal information and documents to the Organizers out of their own will, and they shall have no claims against the Organizers or

anyone associated with the Organizer for using their personal information, images and documents for any purpose connected with the Contest or in the manner prescribed under OPPO' data privacy policy mentioned herein above. Further, the Participants absolve the Organizer, and anyone associated with the Organizer in case any personal information and documents of the Participants are misused by any third party whose actions cannot be effectively controlled by the Organizers.

c. Participants acknowledge and agree that they have the option to deny, refuse, or retract their consent to share any provided data by contacting the Organizer in writing. In such instances, participants forfeit their right to take part in the Contest, including any potential winnings, and the Organizers retain the right to disqualify the Participants/Winners. Participants may initiate this process by calling **18001032777**.

d. The Participants hereby, unequivocally, and irrevocably accept all the Data Privacy clauses/terms as explicitly mentioned <https://www.oppo.com/in/privacy/>.

## **7. Confidentiality:**

Participants who have won any rewards must maintain the confidentiality of their "Winner" status until they are contacted by the Organizers. The confidentiality regarding winning in the Contest should be upheld by the Participants until the Winners are publicly announced by the Organizer. Otherwise, OPPO reserves the right, at its discretion, to disqualify the Participants, forfeiting their rewards, with the decision being final and binding. No correspondence regarding this matter shall be entertained.

## **General Terms:**

a. By participating in this Contest, the Participants unequivocally and irrevocably accept the Terms of the Contest as specified herein or as may be as updated/ amended by the Organizer from time to time.

b. The Organizer reserves the right to verify on its own or through any third party, at any time whether the Participants actually made any pre-booking during the Event Duration or not, and in case the Organizer finds that the product was not pre-booked during the Event Duration, or the Participants has not complied with these terms and conditions, then the Organizer has the right and liberty to disqualify any Participant.

c. The Organizers may contact the Participants on their registered number or Email ID as provided by the Participants at the time of enrollment for the Contest and the Organizers may, as a pre-requisite, ask the Participants to submit documents like proof of ID, Age etc., on such terms as may be required by the Organizers before any of the reward can be released in favor of the winner. Any default in submitting the required documents or submission of illegible, false, or forged documents shall automatically disqualify the winner without any further intimation required from the Organizers and the Organizer, unconditionally, shall be at liberty to forfeit the reward. After verification, the winner may be informed about the entire process of redemption of the reward. Organizer assumes no liability or responsibility for (i) any errors, omissions or inaccuracies in the personal information including contact details and documents provided by the Participants; (ii) any unauthorized access to or use of the Organizer secure servers and/or any and all personal information and/or financial information that may be contained therein.

(iii) Any deletion of data or interruption or discontinuance of transmission to or from or through the Promotion.

d. Reward is subject to the verification of the documents of the Participants by the Organizers or any third party appointed by the Organizers and the Participants hereby give their consent to the Organizers for the use of their documents and personal information for the said purposes.

e. It is clarified that in case the Participant becomes disqualified on account of any Government restriction, winner regulations, norms, policy etc., in such case Winner shall not have any claim against Organizer for the same and shall be deemed to have availed of his/her reward.

f. At the Organizer's request, winners must participate in all promotional activities (such as publicity and photography) surrounding or connected with the Contest and winning of the reward, and they unequivocally provide their consent to the Organizer for making and/ or using their name, likeness, video, image and/or voice in promotional material or in any media for an unlimited period without remuneration for the purpose of promoting this Contest (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Organizer.

g. Decisions of Organizers will be final and binding with regard to the Contest and reward and no correspondence shall be entertained in this regard.

h. Rewards are non-transferable. No cash or any other claim can be made in lieu of reward.

i. Any costs or expenses incurred to participate in the Contest and/or to claim the reward, if any and as applicable shall be solely borne by the Winner and Organizer shall not be liable for any such costs or expenses.

j. Organizers reserve the right to cancel, modify, extend, or withdraw the Contest at its sole and absolute discretion without giving prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms from time to time.

k. The Organizer accepts no responsibility for any tax implications that may arise from the reward winnings. Winners will have to bear incidental costs, if any, that may arise for redemption of the reward.

l. The Organizer shall not be liable for any direct or indirect loss or damage whatsoever that may be suffered as a result of participating in this Contest.

m. This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, lock down, pandemic, government orders political unrests, technical snags, act of God or any circumstance beyond the reasonable control of the Organizer (the "Force Majeure Event"). The Organizer shall not be liable for any delay or adverse effect which may be caused to this Contest and its Participants as a result of a Force Majeure Event.

n. The Participants agree and acknowledge that the Organizer do not provide any warranties or guarantees in respect of merchantability, quality of the goods or services being offered in connection with the gratification nor are the Organizers liable for any defect or deficiency of goods or services so obtained/ availed by the Participants and winners in

pursuance of this Contest. The reward is not supported with any warranties or guarantees offered by OPPO.

o. By participating in the Contest, each Participant confirms and waives the applicability of rules and regulations of TRAI pertaining to the National Do Not Call Registry and Unsolicited Commercial Communication pertaining to activities conducted by the Organizer in connection with this Contest and that each Participant agrees to receive engagement messages, calls and alerts including without limitation any updates pertaining to this Contest from and/ or on behalf of the Organizers as they may, in their sole and absolute discretion, decide.

p. All disputes relating to this Contest shall be subject to the exclusive jurisdiction of Courts at Gurugram (Haryana) only.

q. Participants shall comply with these terms and conditions and waive any right to claim ambiguity in these terms and conditions and release, indemnify and hold harmless Organizer and its respective affiliates, advertising and promotion agencies, and its respective agents, representatives, officers, directors and employees from and against any injuries, losses, damages, claims, actions, or any liability of any kind resulting from or arising from this Contest or in redemption of any reward under this Contest.

r. This Contest is not applicable to OPPO employees and their immediate relatives, OPPO distributors and dealers and their respective employees and their immediate relatives.

s. This Contest is not applicable in the State of Tamil Nadu or any other State or Territory of India, where Contest is subject to prohibited.