

# OPPO F27 Pro+ 5G: 6 Months Accidental & Liquid Damage (Pre-Booking Offer)

- I. Provided By: OPPO Mobiles India Private Limited ("Company/OPPO").
- II. Powered By: Acko Technology and Services Private Limited, (ACKO)

#### III. Benefits of Offer:

- This offer covers accidental damage/physical damage/liquid Damage and/or such damage to the product creating hindrances in the normal usage of the Products other than manufacturing defects.
- The Plan term is 180 days from the date of activation of the Phone or until a repair request has been raised within the Plan term

# IV. Offer period, Place, Outlet Coverage & Product coverage:

- This offer is valid only on purchase of F27 Pro+ 5G (128 GB & 256 GB) during the Prebook period.
- Offer shall be valid only across the territory of India and devices activated during the offer period.
- Offer shall begin from 06<sup>th</sup> June'24 till 19<sup>th</sup> June'24 both days are inclusive (hereinafter referred to as "Offer period").
- Customers need to collect their devices from the authorised OPPO dealer/Retailer before 26<sup>th</sup> June'24
- OPPO reserves the right to extend or annul the offer period at its sole discretion.

## V. Eligibility Criteria:

- This offer shall be applicable only on new devices ("Products") activated during the offer period, however.
- Any bulk sale to corporate(s), firm(s) or any other institute or individual shall not be eligible for this Offer.
- The customer cannot benefit from a similar offer twice.
- For offline consumers this offer shall apply only to new Products activated during the offer period.
- The Plan is not valid if the purchase date is a mismatch against the select eligible purchase date or activation date.



## VI. How to get service?

- To avail of repair request benefits customer, need to register their details such as the IMEI number of the damaged phone, name, contact number, and email ID repair request by reaching out on the hotline number: 1860-2662-256 any time between 09 a.m. 06 p.m. all 7 days.
- Acko will assist the customer thereafter to raise a repair request. The customer will
  have to answer a few questions to raise the repair request. Once the repair request is
  registered customer needs to pay the applicable processing fee of INR 499/-.Post that
  Acko will redirect the customer to the nearest service center or provide an alternate
  mode of settlement of the damaged device at its discretion.
- In the event of any damage as captioned above, the user is required to register the repair request (Not later than 48 hours from the time of damage) and Acko will guide the customer to submit the device to the OPPO Authorized service center and make sure that the digital Repair/ Receiving sheet is generated failing which the Company shall entertain no repair requests.
- All original items replaced in the performance of services shall become the property of OPPO and the new or replacement parts will become the property of the Customer

## **Exclusions**

#### The Plan will not cover:

- Any loss under mysterious circumstances including lost or stolen.
- Loss due to Intentional acts or wilful neglect.
- Loss arising before/after the Coverage Period.
- Any loss due to the hire or loan of the Covered device to a third party or if ownership is transferred.
- Any damages occurred to the Covered Device before the activation.
- Loss arising due to unlawful acts including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, and Chemical, Biochemical, Biological, Electromagnetic, Cyber Attacks.
- Consequential loss of any kind or description including wear & tear, and manufacturing defects.
- Loss covered by supplier, dealer, or manufacturer's limited warranty.
- Any loss affecting to SIM card and any ancillary products even if equipment results in complete stoppage of working.
- Damage caused by
  - (a) A product/accessory that is not the Covered Equipment
  - (b) Operating the Covered Equipment outside the permitted or intended uses described by OPPO.



- (c) Service (including upgrades and expansions) performed by anyone who is not an Authorized Service Provider (ASP) of OPPO, or any failure/damage caused outside the Indian Territory.
- Covered Equipment with a serial number that has been altered, defaced, or removed, or has been modified to alter its functionality or capability without the written permission of OPPO.
- Minor scratches, dents or any other cosmetic damage not impacting the regular functioning of the Mobile Device.
- Defects caused by normal wear and tear or otherwise due to normal product ageing.
- Issues that could be resolved by upgrading to the latest software version.
- Third-party products or their effects on or interactions with the Covered Equipment or the software.
- Your use of a computer or operating system that is unrelated to consumer software or connectivity issues with the Covered Equipment.
- Damage to or loss of any software or data residing or recorded on the Covered Equipment.
- Recovery and reinstallation of software programs and user data are not covered under this Plan.
- Any loss or damage to accessories and panels even if forming part of the standard pack or to any complimentary or ancillary product/s made available under any promotional scheme.

#### VII. Verification of the documents:

- Before availing of the Offer, the customer will be required to hand over a copy of the invoice to the authorised service center, issued by the respective Online or Offline Outlet at the time of purchase of the Product and produce the original invoice along with the same for verification.
- The user must carry and hand over a copy of ID Proof (Self-attested) to the Authorized service center issued by the government of India. Customer Information on invoice and ID card should match failing, which no repair requests shall be entertained by the Company.
- In case any documents/invoice are prima facie found to be false & fabricated or the original invoice is either lost or torn, the customer shall not be eligible for the Offer, the same shall stand forfeited, and no repair requests shall be entertained in this regard.

#### VIII. Forfeiture clause:

 Also, if the customer doesn't avail of this offer within 180 days (i.e. during the stipulated time as mentioned above in the eligibility criteria column) the offer shall stand forfeited and no repair requests shall be entertained in this regard by the Company later.



## IX. Conditions related to Accidental & Liquid Damage:

- Accidental & Liquid Damage protection shall be based on parts availability and conditions listed above. Company shall not be responsible for its non-availability due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies, Government decisions, operational & technical issues or any other force majeure conditions etc.
- Offers cannot be exchanged with any other product or item, are non-transferable & cannot be en-cashed under any circumstances.
- Only one Repair Request raised per Device is allowed during the Plan term of 180 days.
  Any other repairs during the Plan Term or all subsequent repair requests shall be
  considered as paid repairs only, and the Customer is liable to make payments for such
  repairs.

## X. Publicity:

 Customers unconditionally consent to access/use of information or images of Participant (if any, clicked or shared by Customer) by OPPO or its authorised agency for media coverage, advertisement, or publicity for present & future communications without any further consideration to the Participant including promotion of its products anywhere in the World.

#### XI. General Conditions:

- Customer agrees that OPPO shall not be liable for any repair requests, costs, injuries, losses, or damages of any kind arising out of or in connection with the Offer or with the acceptance of this offer.
- In case of device repair cost exceeds or is equal to 100% of the device purchase price or the authorized service center and Acko determines that the device is unrepairable then it will be subjected to BER (Beyond Economic Repair). The authorised service center will proceed with the conditions as per BER. **Kindly refer to the point XII**.
- OPPO reserves the right to change/alter & modify the terms & conditions of this Offer
  or extend or annul any part or whole offer at any given point at its sole discretion
  without giving any reason whatsoever.
- OPPO reserves the right to substitute the accidental & liquid damage protection and other offers with some other gift(s) of equivalent value under this Offer at its sole discretion without giving any reasons.
- OPPO shall not be liable for any technical, or physical delay in transmission or submission of the entries by the customer or any disruptions, losses, damages, computer-related malfunctions/ failures that affect the participation of the customer, or any force majeure conditions or damages caused by Acts of God, or Governmental actions.



- Customers shall comply with these terms and conditions and waive any right to repair request ambiguity in these terms and conditions and release, indemnify and hold harmless OPPO and its respective affiliates, advertising and promotion agencies, and its respective agents, auditors, representatives, officers, directors, and employees from and against any injuries, losses, damages, repair requests, actions, or any liability of any kind resulting from or arising from this OFFER.
- Benefits of this offer shall remain limited to the territory of India only.
- Failure by OPPO to enforce any of its rights at any stage does not constitute a waiver of those rights.
- In no event shall OPPO be liable for losses or any incidental or consequential damages arising out of or in connection with the Offer, its services these Terms (however arising, including negligence). OPPO shall not be responsible for any product or service liability of any kind.
- In the event of any conflict or inconsistency regarding any instructions, rules, and conditions on any advertising or promotional material relating to the Offer, these Terms shall prevail over all such other instructions, rules, and conditions.

## XII. BER (Beyond Economic Repair):

- Provided that our authorized technician confirms that your BER Mobile Device is an
  original device for example, based on an assessment of your IMEI (e.g. printed in your
  Mobile Device), liquid crystal display (LCD) and motherboard, ACKO will give you a
  replacement or reimbursement of the BER Mobile Device with a Like-To-Like Model of
  Your Mobile Device provided you pay additional charges, i.e. the depreciation (in
  addition to service fee already paid at the time of logging the repair request) based on
  the day the repair request is logged with us as provided above.
- For Total loss or BER cases repair benefits and settlement will be subject to the below applicable depreciation grid.

Days	Depreciation % of Invoice Value
0-90	20%
91-180	30%

- You will be required to surrender the BER Mobile Device to ACKO, and it shall be automatically deemed that you transfer all rights of the BER Mobile Device to ACKO
- The Mobile Device replacement or reimbursement will be provided to you after you surrender to ACKO your BER Mobile Device
- If you are not agreeable to ACKO to provide the replacement/reimbursement of your Mobile Device or if you do not pay the additional charges for replacement within 7 days of the offer, your BER Mobile Device will be returned to you in unrepaired condition
- Mode of settlement will be at the sole discretion of Acko for BER cases.



## XIII. Jurisdiction

• Decision of the Company to the Offer and matter incidental thereto shall be final and binding on the customer. The laws of India shall govern all disputes. These Terms shall be governed by exclusive laws of India and the courts located in Mumbai shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.

## XIX. Force Majeure:

 Any delays in or failure of performance of any obligations by either Acko or you under this Plan shall not constitute a default hereunder if and to the extent caused by a force majeure event, which is defined to be occurrences beyond the control of the party committing default, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, sabotage and noncooperation of third parties, provided, however, that such defaulting party shall give prompt notice to the other and shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed

## XX. Miscellaneous:

- This Repair Contract may be amended from time to time, without Your prior written consent, by ACKO which amendment will be notified to You through the email You listed at the beginning of this Repair Contract. Any salvage remaining from the repairs carried out shall be retained and considered owned by ACKO. You consent to ACKO recording Your phone calls on the helpline number to enable ACKO to:
  - a) Provide a record of the instructions received from You and share the same with the service partners, if required
  - b) Allow itself or its service partners to monitor quality standards
  - c) Enhance training content.
  - d) Meet legal and regulatory requirements.
  - e) This Repair Contract may be amended from time to time by the Service Provide

# XXI Limitation of Liability

- In the event of any loss due to negligence of ACKO while carrying out its obligations under this Repair Contract, ACKO's liability under this Repair Contract shall not exceed the Mobile Device Purchase Price specified at the beginning of this Repair Contract.
- In any case ACKO shall not be held responsible/liable for any loss of data, software, or contents including but not limited to pictures/images, videos, downloads, music and/or any content stored in the Mobile Device.