

OLD OPPO SMARTPHONE USER OFFERS

These terms and conditions ("Terms") govern the conduct of the Old Customer Campaign titled "Old OPPO Customer Offer" ("Offer") organized, conducted and brought to you by OPPO Mobiles India Private Limited ("Organizer")

- I. **Provided by-:** OPPO Mobiles India Private Limited ("Company/OPPO").
- II. **Eligibility Criteria:** This offer shall be applicable only on purchase of new device (i.e. "OPPO RENO5 Pro") through authorized offline stores or online platforms and activated during the offer period as intimated by the Company."
- III. Participation in this Offer is voluntary. The Offer is open for all citizens of India only and who are above 18 years of age, should not have been convicted of any criminal offence or be debarred or incapacitated by law or any order of the court or competent authority but excludes employees and the family members of the Organizer, its associate companies, its advertising and promotional agencies and its auditors / executing agencies or anyone else professionally connected with the above.
- IV. By participating in this Offer, the participants unequivocally and irrevocably accept the Terms and Conditions of entry as specified herein or as may be updated/ amended by the Organizer from time to time.
- V. **Benefits of the Offer :**
 - This Offer will provide an additional warranty of 180 days (hereinafter referred to as "Extended Warranty") along with the original warranty of the product as offered at the time of the purchase of product.
 - This offer is covering the technical and mechanical problems occurred to the product during the Extended Warranty Period without any additional charge.
- VI. **Offer period, Place, Products coverage, Outlet Coverage**
 - Device shall mean new "OPPO RENO5 Pro".
 - The Offer shall be valid on Pan India basis. Participants may purchase the Device both via Online and Offline platforms within the offer period and activate the same within activation period.
 - **Offline-** Device can be purchased from any offline store which shall include all the authorized OPPO Store, General Trade outlets and Chain stores.
 - **Online-** Device can also be purchased from Flipkart, Amazon, PayTM, Snapdeal, and tatacliq (hereinafter referred to as "Online Outlet/Online portal").

- **Offer Period:**
 - a) For Online purchase of device: From 18th January 2021 to 22nd January 2021 (both days inclusive).
 - b) For Offline Purchase of device: From 22nd January 2021 to 24th January 2021 (both days inclusive).
- **Activation Period:**
 - a) For Online purchased device: From 18th January 2021 to 22nd January 2021 (both days inclusive).
 - b) For Offline Purchased device: From 22nd January 2021 to 24th January 2021 (both days inclusive).

VII. **Eligibility Criteria**

- **Purchase(s) and activation of the Device from both Online portal & Offline Outlets** shall be completed during the respective Offer Period and activation period, failing which the participant shall not be eligible for the benefits of the Offer.
- Only one Device can be purchased against one mobile number to avail the benefits of the offer.
- The Offer shall be valid on Pan India basis. This Offer shall be applicable only on new Device purchased & activated during the offer and activation period respectively.
- This Offer shall be applicable only for the participant who matches the eligibility criteria as mentioned hereunder:-
 - Must be an old OPPO Smartphone user and have purchased the device from offline stores or other online portals and activated the same during the Offer and activation period respectively.
 - Old OPPO Smartphone must be purchased before 31st Dec 2020 (23:59:00hrs).
 - Old OPPO Smartphone shall mean an OPPO Smartphone having MRP (maximum Retail Price, inclusive of all taxes) more than Rupees 14,990/-, at the time when it was purchased mentioned in the invoice.
 - Old OPPO Smartphone should be in working condition and should be owned by participant and/or his/her family members.
 - Family member in relation to participant shall mean:
 - a) Father (excludes step-father);
 - b) Mother (excludes step-mother);
 - c) Brother (excludes step-Bother); and
 - d) Sister (excludes step-Sister).
 - Shall have proof of ownership of the Old OPPO Smartphone (i.e. invoice, bill etc.) and family relation.
 - Old OPPO Smartphone could be within warranty period or otherwise as well.
 - Old OPPO Smartphones shall not be a Demo phone provided to Dealers and/or Distributor of OPPO.

VIII. **Process to claim the Benefits of the offer is as mentioned hereunder:-**

For the redemption of the Benefits of the Offer, Participant has to use the same mobile number to activate the Device and to do first sign-in to OPPO Upgrade app (to be downloaded from Google Playstore).

Followed by below process:-

1. Tap the Banner displayed in the OPPO Upgrade app which highlight OPPO RENO5 Pro;
2. Next Step, Fill in the details of your new Device IMEI number on Application page to register for ABB and claim extended warranty.
3. Further Step, Fill in the details of your old Device IMEI number in application page to claim the benefits of the offer
4. If OPPO Upgrade application is installed in the old device of OPPO, the app will detect the model of old phone automatically and IMEI of old device won't be asked. Confirmation for extended warranty will be provided for SMS

A. Extended Warranty Offer

1. Redemption of Extended warranty

- In the event of any technical and manufacturing defect, except as mentioned hereunder in the Exclusion, the Participant is required to submit the device (Not later than 48hours) to OPPO Authorized service center and make sure that digital Repair/ Receiving sheet is generated failing which no claims shall be entertained by OPPO.
- 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 Participant.

Exclusions

The Extended Warranty Offer will not cover:

- Any device which is not purchased & activated during the offer period.
- Any device which is purchased during the offer period but not activated within the activation period.
- Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty.
- All man-made damages including but not limited to the accidental or liquid damages and any of the following conditions are out of free warranty, but a repair can be still implemented at your own cost.
- Accessories used in or with the covered product.
- Normal wear and tear of items not integral to the functioning of the Product.
- Defect caused by unauthorized repair, theft, burglary and accident including earthquake, storm and or hurricane, abuse, misuse, sand, dust, water, negligence, fire, flood, lightning, malicious defect, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion.
- Defect resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current.
- Breakdowns caused by virus or realignments to the product.
- The product is not used in accordance with the manufacturer's guidelines for products including but not limited to regular maintenance & up keep of the product.
- Accessories provided with the device like charger, data cable, stylus, cosmetic/aesthetic parts and any other accessories supplied in the box are not covered in the extended warranty plan.

- Product 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.
- Cosmetic damage to the product including but not limited to scratches.
- Issues that could be resolved by upgrading latest software version.
- Third-party products or their effects on or interactions with the products or the software.
- Your use of a computer or operating system that is unrelated to consumer software or connectivity issues with the product.
- Damage to, or loss of any software or data residing or recorded on the product.
- Recovery and reinstallation of software programs and user data are not covered under this Plan.

2. **Verification of the documents**

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

3. **Forfeiture clause**

- If the Participant doesn't avail this offer during the stipulated time as mentioned above in the eligibility criteria column, the offer shall stand forfeited and no claims shall be entertained in this regard by OPPO later on.

4. **Conditions related to Extended Warranty Offer**

- Extended warranty offer shall be based on parts availability and conditions listed above. OPPO shall not be responsible for its non-availability due to various reasons like climatic conditions, labor unrest, insolvency, business exigencies, Government decisions, operational & technical issues or any other force majeure conditions etc.
- Offers cannot be exchanged with any other product/device or item, are non-transferable & cannot be en-cashed under any circumstances.

5. **Publicity**

Participants unconditionally consent to accessing/use of information and/or images of Participant (if any, clicked or shared by Customer) by OPPO or its authorized 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.

6. General Conditions

- By participating in this Offer, the participants unequivocally and irrevocably accept the Terms and Conditions of entry as specified herein or as may be updated/ amended by the Organizer from time to time.
- Organizer reserves the right, at any time, to verify the validity, accuracy and truthfulness of the entries and participants (including a participant's identity, age and place of residence, family relations etc.) and to disqualify any participant who submits an invalid, false and/ or inaccurate information, or an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
- Each participant must be careful in providing their information. In case the participant provides inaccurate and false information, the benefits of the offer would be forfeited. The Organizers shall have the sole discretion in this regard.
- Decision of Organizer's and Auditors will be final and binding with regard to eligibility of the offer to customer and no correspondence will be entertained in this regard.
- All personal information and documents collected by the Organizers from the participants shall be used by the Organizers for the purposes connected with this Offer including but not limited to conducting verification (including third party verification, if any), etc and all such documents and information so collected shall become the property of the Organizer.
- The participants agree that they are providing their personal information and documents to the Organizers out of their volition and they shall have no claims against the Organizers or anyone associated with the Organizers for using their personal information and documents for any purpose connected with the Offer. Further, the participants absolve the Organizers and anyone associated with the Organizers in case their personal information and documents are misused by any third party whose actions cannot be effectively controlled by the Organizers.
- Entries are deemed to be submitted at the time of receipt of the entry into the Organizers database, and not at the time of transmission by the participants. The database maintained by the Organizer shall be considered final and no correspondence in this regard shall be entertained.
- Any costs or expenses incurred to participate in the Offer and/or to claim the benefits of the Offer, if any and as applicable shall be solely borne by the participant only and Organizer shall not be liable for any such costs or expenses.
- Organizers reserve the right to cancel, modify, extend or withdraw the Offer 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.
- Participants shall comply with these terms and conditions and waives any right to claim any 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, auditors, 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 Offer.
- This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, and act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of the Organizers (the Force Majeure Event"). The Organizers shall not be liable for any delay or adverse effect which may be caused to this Offer and its participants as a result of a Force Majeure Event.

- The participants acknowledge and agree that they shall not imply or construe any term or condition unless the same is explicitly mentioned by the Organizer.
- OPPO shall not be liable for any technical, physical delay in transmission or submission of the entries by the customer or any disruptions, losses, damages, computer related malfunctions/ failures which affect the participation of the customer or any force majeure conditions or damages caused by Act of God, Governmental actions.
- 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.
- Benefits of this offer shall remain limited to the territory of India.
- Failure by OPPO to enforce any of its right at any stage does not constitute a waiver of those rights.
- 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.
- All disputes shall be governed by the laws of India. These Terms shall be governed by exclusive laws of India and the courts located at Gurgaon shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.
- In case of any queries about the Offer, please send your queries to service.in@oppo.com or check it on our official website-: www.oppo.com/in and you can also connect us through Facebook- OPPO Care India, Twitter- @OPPOCareIN.

7. How to get service?

- To get service please walk in to the closest OPPO Authorized Service center.
- To know the details of the nearby service center please call on 1800-103-2777 or check it on our official website-: www.oppo.com/in and you can also connect us through Facebook- OPPO Care India, Twitter- @OPPOCareIN, WhatsApp- +919871502777

8. Jurisdiction

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