

OPPO A79 5G Sertai & Menang
Terms and Conditions

The OPPO A79 5G Sertai & Menang (“**Campaign**”) is organized by Jie Business Sdn Bhd (Company Number: 201301045364 (1075187-D)) (“**JBSB**”).

1. Eligibility

- 1.1. The Campaign is open to the following:
- i. All Malaysians or permanent residents of Malaysia;
 - ii. Aged eighteen (18) and above; and
 - iii. Have completed the respective Qualifying Steps.
 (“**Eligible Participant**”)
- 1.2. The terms and conditions applicable for the use of content and/or service in relation to the Campaign shall apply to the Eligible Participant. Failure to comply with any applicable terms, conditions, rules, regulations, instructions, or methods shall result in disqualification from the Campaign.

2. Campaign Period

- 2.1. The Campaign will be held from 10th November 2023 12:00 (GMT +8) to 15th November 2023 23:59 (GMT +8) (“**Campaign Period**”) on the OPPO Malaysia Official Facebook Page (“**Platform**”).
- 2.2. Any entries submitted out of the Campaign Period will automatically be disqualified. JBSB shall not be responsible for entries that are not received nor processed for whatsoever reason.
- 2.3. JBSB shall retain the right to shorten, change, revise or amend the Campaign Period without any prior notice.

3. Campaign Mechanism

A. Kira & Menang

How to Participate

- Step 1** : Go to the Campaign posts on the Platform throughout the Campaign Period;
- Step 2** : Guess the correct answers for all the Campaign posts; and
- Step 3** : Comment your answers with the hashtag of #OPPOA79_5G #AvolusiKualitiUntukSemua.
(Collectively, the “**Qualifying Steps**”)

Note:

The Eligible Participants must ensure their Facebook Profile is set to public.

4. Winner Announcement and Prizes

- 4.1 JBSB will select one (1) winner randomly for this Campaign.
- 4.2 The winners will be announced under the comment section of the Campaign Posts by 24th November 2023.
- 4.3 The winner for this Campaign shall be entitled to one (1) unit of OPPO A79 5G (“**Prize**”).
- 4.4 The Prize is subject to availability and JBSB reserves the right to substitute the Prize with another of equivalent value without giving notice.
- 4.5 The Prize is given on an “as is” basis and is not exchangeable or sold for cash, credit, other items or voucher in part or in full and is non-transferable to any other person.
- 4.6 Should the winner fail to claim his/her Prize within seven (7) working days after the winner announcement, the Prize will be forfeited. The winner whose Prize has been forfeited or unclaimed shall not be entitled to any payment or compensation from JBSB.
- 4.7 The Prize will be delivered to the winners within thirty (30) working days after the winner announcement.

5. Exclusion of Liability

- 5.1 In no event shall JBSB, its related and affiliated corporations, sponsors, agencies and representatives be liable to the Eligible Participant or to anyone else for:
- i. any loss or injury or any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever, whether in contract, negligence or in tort, arising out of or in connection with the Campaign, including (without limitation) any cancellation or postponement of the rewards by its organizers;

- ii. any loss or damage of whatsoever nature suffered by the Eligible Participant or such other party as a result of participation or non-participation in the Campaign or as a result of any act or omission on the part of JBSB, its related and affiliated corporations, sponsors, agencies and representatives; and
- iii. any default of its obligations under the Campaign due to any force majeure event which includes but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, pandemic, epidemic or any event beyond the reasonable control of JBSB.

5.2 For online Campaign, JBSB, its related and affiliated corporations, sponsors, agencies and representatives shall not be responsible or liable for:

- i. any problem, damage or loss of whatsoever nature suffered by any party due to any delay and/or failure in the Campaign process due to browser errors as a result of any network, communication or system error, interruption and/or failure experienced by participating website service providers and/or resulting from participation in the Campaign howsoever arising;
- ii. any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, destruction, alteration of or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server malfunctions, virus, bugs, human or technical error or other causes outside its control; and
- iii. any other errors, acts or omissions whatsoever by the participating browser service providers.

5.3 JBSB has the right to extract the demographics of the Eligible Participant.

5.4 JBSB reserves the right at any time to replace any Eligible Participant and/or winner subsequently found to be disqualified for any reason.

6. Disqualification

Without prejudice to any right which JBSB may have in law, JBSB reserves the right at its sole discretion to disqualify any Eligible Participant(s) and/or forfeit any reward from the Eligible Participant who:

- i. JBSB determines to be tampering with the entry process or the operation of the Campaign, or to be acting in breach or potential breach of this Terms and Conditions; or
- ii. JBSB believes has undertaken fraudulent practice and/or activities or other activities harmful to this Campaign or the Campaign submission process. Fraudulent activities are deemed to include but not be limited to any act of deceit and/or deception and/or cheating.

7. Variation

JBSB reserves the right to change, amend, delete or add to these Terms and Conditions without prior notice at any time and the Eligible Participants agree that he/she shall be bound to such changes.

8. JBSB's Decision

All decisions made by JBSB relating to or in connection with the Campaign including and without limitation, the process and manner the entries are judged shall be final and no appeal, query or correspondence shall be entertained.

9. Usage of Eligible Participant's Details and Pictures

9.1 By participating in this Campaign, Eligible Participant agrees to be bound by these terms and conditions and consent to allow his/her personal data being collected, processed and used by JBSB in accordance with JBSB Privacy Notice stipulated in the Appendix 1 ("Privacy Notice").

9.2 Subject to the Privacy Notice, by participating in this campaign, each Eligible Participant agrees that all details submitted pursuant to this Campaign, including without limitation personal data/information being collected, processed and used by JBSB for:

- i. The purpose of this Campaign such as marketing and promotional activities conducted in such manner as JBSB sees fit nationwide or worldwide in any media including without limitation to the internet, without further express consent from, and payment or consideration to the relevant Eligible Participants.
- ii. Marketing and promotional activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interview material as well responses and related photographs.

9.3 The winner expressly grant permission to JBSB and its agencies or partners to use the winner's name, photograph and/or likeness for purposes of advertising, editorial, promotional, marketing, trade and/or other purposes without further compensation and notice.

10. General Terms

- 10.1 JBSB reserves the right to cancel, terminate or suspend the Campaign without any prior notice and reason. For the avoidance of doubt, any cancellation, termination or suspension by JBSB of this campaign shall not entitle the participant to any claim or compensation against JBSB for any or all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- 10.2 In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Campaign, these Terms and Conditions shall prevail.
- 10.3 This Campaign can only be used for single transaction, normal priced items and cannot be bundled with other ongoing promotions.
- 10.4 This Campaign cannot be stacked with other voucher, or promotion codes.
- 10.5 This Campaign is non-refundable and cannot be exchange for cash.
- 10.6 For any enquiries, please contact JBSB's Customer Service at 1800-88-6776.
- 10.7 The Terms and Conditions stated herein shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

(End of Terms and Conditions)

OPPO MALAYSIA PRIVACY NOTICE

Jie Business Sdn Bhd (Company Registration No.: 201301045364 (1075187-D) (“OPPO Malaysia”) recognizes and acknowledges the utmost importance of your privacy rights. Hence, OPPO and its affiliates (hereinafter referred to as "**OPPO**", "**we**", or "**us**") are committed to safeguard your personal data which could be accessed by us across all OPPO products, including but not limited to smart phones, watches, accessories and other devices (“**Products**”) and services provided by us in-store, on the websites or applications, including registration, redemption, survey, promotion, contest, after sales support and other relevant services (“**Services**”). Personal data shall refer to any information relating to an identified or identifiable natural person which data is being processed wholly or partly by means of equipment (e.g. computer), is recorded (e.g. on paper) with the intention of being processed by means of such equipment (either wholly or in part), or is recorded as part of a filing system (“**Personal Data**”). In other words, information that directly identifies you (e.g. your name) or indirectly leads to your identification (e.g. device’s serial number) shall constitute as Personal Data.

This Privacy Notice (“**Notice**”) sets the Personal Data we collect from you, how we use, manage and share your Personal Data which shall be applicable to all the Products and Services. **Please read this Notice carefully before using our Products and Services.**

I. How We Collect and Use Your Personal Information

We strive to provide to you great Products and Services with best user experience, while respecting your privacy. To achieve this, we collect only the required Personal Data. The Personal Data we collect depends on the actual Products and Services you are using, the environment in which you interact with us, the choices you make, including your privacy settings. When you directly provide the information to us, for instance when you purchase our Products, creating an OPPO ID in My OPPO app, registering warranty for the Products, connect to our Services, participating in an online survey, contest and other promotional activities organized by us or our business partners (including service providers, suppliers, vendors and agents) and contact us (including by social media); or (ii) when you use the Products, we may collect variety of information, including:

- **Account Information.** Your OPPO ID and related account details, including email address, devices registered, account status and age;
- **Device Information.** Data from which your device could be identified, such as device serial number and device model or about your device, such as device name, region and language settings, hardware information and status, IP address, operating system version and configuration of device used;
- **Contact Information.** Data such as name, email address, physical address, phone number or other contact information;
- **Personal Information.** Data related to you such as identification number or date of birth or biometric data including facial, fingerprint or voice information. Please note that we may work with a third-party service provider to provide speech-to-text conversion services on our behalf. Hence, the provider may receive and store certain voice commands. Such third parties shall be subjected to confidentiality obligations under the respective Non-Disclosure Agreement to be executed by OPPO and the third party prior to disclosure of information to them;
- **Payment Information.** Data about your billing address and method of payment, such as bank details, credit, debit, or other payment card information;
- **Transaction Information.** Data about purchases of OPPO Products and Services or transactions facilitated by OPPO, including purchases on OPPO platforms;

- **Usage Data.** Data about your activity on and use of our offerings, such as app launches within our services, including but not limited to browsing history, search history, product interaction, click events, session data, crash data, performance and other diagnostic data and other usage data. Such information will only be used for error log analysis, but not for individual identification or any other purposes. We also clear the logs we collect on a regular basis;
- **Location Information.** Information such as device GPS signal or nearby Wi-Fi access points and cell towers, device location ID, network service provider ID and latitude and longitude of photo and video taken. You will be prompted on applications to enable location-based services. You can modify the location settings from the device settings, for example, changing or disabling location-based services or modify the accuracy of location information for applications in use; and
- **Other Information You Provide to Us.** Details such as the content of your communications with OPPO, including interactions with customer support and contacts through social media channels.

Provision of Personal Data is not mandatory. However, if you choose not to provide us with certain type of information, in many cases this will limit your ability to use some of the Products and Services.

Information obtained from third parties

To the extent permitted by law, we may obtain your data from public or commercial sources or other third parties acting at your direction, and may combine that information with other information received or related to you to better understand your needs, interest and preferences. We may also receive information about you if other individuals sent you a product of gift card, invites you to participate any OPPO service or forum or shared content with you. If you choose to sign up and use our Services via a third-party account (such as HeyTap, QQ, WeChat, Alipay, Weibo, Facebook, etc.), we may obtain your information, such as your username and avatar.

II. How We Use Your Personal Data

We will process your Personal Data, with your consent and for the purposes stated in this Notice, when we need to fulfill our obligations to you under the user agreement and/or service contract, to protect your or other person interests, to comply with law or when we believe that such processing is required to protect the legitimate interests of ours or third parties after evaluation. We will strictly use your Personal Data in accordance with this Notice and its updated content.

We use your Personal Data for the following purposes:

To process orders or any transactions. We will use the data (such as name, payment information, address) to process orders or any transaction made on our website or mobile devices.

To provide notification and push services. We may use your data to provide you with OPPO content push or notification services, including update and installation of operation system or apps, sales and promotional information.

To provide location-based services: We or third parties will use location information to provide you with more targeted services to offer you the best possible user experience, such as weather information, geographically targeted OPPO message push service, and automatic time proofreading function.

To improve products and user experience: We use information about errors or crash events to conduct error log analysis. We may also ask you for your opinions on the Products or Services by carrying out surveys, with your separate consent if required. Through the User Experience Program, we will collect information about your device, operational behavior, location, log and more for statistical analysis in order to improve the user experience and performance of the product.

To provide customer support. We use data to troubleshoot product problems, repair customers' devices, and provide other customer care and support services. The unique identification code of your mobile device may be used to activate your warranty service and particular software license. We may also collect your email address to respond to the questions or comments that you post in the "Contact Us" section of our website.

To provide you with customized contents and personalized services. We may use your personal information for user profiles and behaviors analysis, in order to display for and recommend to you the information, commodities or services that suits your preference. For example, we use records regarding your downloading and un-installing of apps to the App Market in order to recommend you apps or products that you may be interested in. We can also provide you customized advertising, promotions, and offers that might interest you on our websites, third-party websites, and online platforms such as social media.

To analyze, audit and prevent fraud. We may use the data you provide to verify your identity, analyze business efficiency, review transactions and prevent fraud. We only use statistical data. The use of such data will not be linked to you personally.

To carry out commercial promotion activities: If you participate in lucky draws, competitions contests, redemptions or other similar promotion activities held by OPPO, we will use the personal information that you provide to carry out such activities.

To comply with law. Comply with applicable law for instance reporting obligation under the law or with a lawful governmental request.

Provide other OPPO services. When you use other OPPO services, we may use your data to perform the functions of the services. For example, in the Breeno Feed service, we can read your contact information, calendar information and provide you with smart recommendations, one-click direct access and other functions after obtaining your consent.

We will acquire your separate consent in advance when the data is used for any purpose that is not specified in this Notice or when the data collected for a specific purpose is to be used for other purposes. Without your consent, we will not provide third parties with your personal information and behavior data.

III. How We Retain Your Personal Data

The Personal Data will be retained by us in the minimum period of time required to fulfill the purposes of which it was collected, including purposes outlined in this Notice or as required by law. In the event if certain Products or Services have been ceased, we will stop collecting and/or processing your Personal Data through the said Products or Services. We will also delete or anonymize any Personal Data we collected when it is no longer required.

We take appropriate measure to assess the retention periods, firstly to examine whether it is necessary to retain the Personal Data collected and, if retention is required, exercise our best

efforts to retain the Personal Data for the shortest period necessary and permissible under the applicable laws and regulations.

IV. How We Disclose Your Personal Data

OPPO may, from time to time, share your Personal Data with its associated companies, strategic partners and service providers who act on our behalf in order to provide to you the Products and Services. Your Personal Data will not be shared with third parties for their marketing purposes.

Affiliates: Your Personal Data may be shared with our affiliated companies, but only those data that is necessary for purposes stated in this Notice.

Business Partners (including service providers, suppliers, vendors and agents): We may partner with or engage third parties to provide services or other offerings for or on behalf of us. For this, we will share certain Personal Data with them. Our authorized partners include, but are not limited to, carriers, regional agents of OPPO, logistics companies, cloud service providers, and technical service providers. For example, when you use the security center app, a third-party service provider is used to scan your phone for viruses and clear up storage space. When analyzing your error logs, we may need to provide your log information to third-party service providers or professional technical service providers. These authorized partners or service providers cannot use the Personal Data we share for their own purposes and must return or delete the data upon fulfilling our request.

When we are involved in a merger, acquisition or sale or in the event of liquidation, we may be required to disclose or share your data to the new management, company or organization that shall hold your personal information and shall continue to be bound by this Notice. If it does not involve any transfer or sharing of personal information, we will delete or anonymize all Personal Data collected and stored by us.

Legal disclosure: Should we be legally required to comply with subpoenas or other legal procedures, litigations, or mandatory requirements of government authorities, we may disclose your Personal Data if such disclosure is necessary to protect our rights, protect your or other's safety, investigate fraud or respond to government requests.

Others. We may share Personal Data with third parties at your direction or with your consent, such as when we share information with your carrier to activate your account.

We will communicate our privacy and security guidelines to the above-mentioned third parties and take appropriate confidentiality and security measures to enforce the privacy safeguards with the third parties.

V. How We Protect Your Personal Data

1. We trust that great privacy comes from great security. We take all reasonable and practical steps to protect and to prevent any unauthorized access, disclosure, use, modifications, damage or loss of your Personal Data, including:
 - (i) using SSL and other security measure in line with international and industry standards to encrypt any data transmitted or stored when you use the Products and Services. We will regularly examine our practice of information collection, storage, and processing (including physical security measures) to prevent unauthorized system access.

- (ii) limiting access of your Personal Data to authorized person such as OPPO employees on a need-to-know basis and for the purposes stated in this Notice.
 - (iii) implement the requirements for Personal Data protection to the business contracts or audits and assessments between both parties.
 - (iv) conduct security and privacy protection training courses, testing and publicity activities to enhance employees' awareness of the importance of protecting Personal Data.
2. The security of your information is important to us and we will continue to take reasonable and feasible technical security and organizational measures to protect your Personal Data. However, please note that although we have taken reasonable steps to protect your data, no website, internet transmission, computer system, or wireless connection is absolutely secure.
 3. In the event of a Personal Data security breach, we will, in accordance with the requirements of relevant laws and regulations, promptly inform you of the following: details of the situation and possible impact of the breach, disposal measures we have taken or will take, suggestions for your self-protection and risk mitigation, remedies for you, by email, letter, telephone or push notification. When it is difficult to inform the subjects concerned individually, we will issue an announcement in a reasonable and effective manner. Meanwhile, we will also actively report the handling of the Personal Data security breach incident in accordance with the requirements of the regulatory authorities.

VI. Your Rights to Your Personal Data

OPPO respects your rights to your Personal Data, which include the following:-

1. **Right to be informed:** We publish this Notice to inform you of how we process your Personal Data as we are committed to being open and transparent about how we use your Personal Data.
2. **Right to access:** You may directly access to your Personal Data via the interface of the Products or Services (for instance by logging into your account to browse the historical orders placed by you in our official mall). If you are unable to access to your Personal Data or if you encounter any problems while exercising your right to data access, you can request access by contacting us. See Contact Us section below.
3. **Right to correct:** If you find or believe that any of your Personal Data we store is inaccurate or incomplete, you can update any inaccurate or incomplete data which is available for your modification directly on the relevant function page of the Products or Services, otherwise you can request us to update it by contacting us. See Contact Us section below.
4. **Right to delete:** When you find our collection and/or use of your Personal Data is in violation of relevant laws, administrative regulations or this Notice, you can delete the data or request us to delete it by contacting us. See Contact Us section below.
5. **Right to withdraw consent:** You can deny our access to or restrict our further collection of your data by withdrawing your consent at any time. The restriction on further collection of your data will not affect the processing of your Personal Data collected by us based on your previous consent.

If you chose to exercise your right to delete and/or right to withdraw consent, you will not be able to access to your account and/or we will no longer be able to provide certain Services to you.

Please note that, due to security reasons, we may verify your identity before processing your request. In principle, we do not charge any fees if your request is reasonable. However, we may charge you a certain fee (if permitted by law) to cover our costs for repeated requests or requests that extend beyond reasonable limits. We may reject requests that are unreasonable, repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), may be detrimental to the legal rights and interests of others, or are very impractical. In addition, we may not be able to respond to your request if your request is directly related to matters involving national security, national defense, public health, criminal investigation and other public interests.

VII. How We Process Personal Data of Children

The Products and Services are typically intended for general audiences and we understand the significance to safeguard the Personal Data of children (which we regard to be a person under the age of 18), thus we have implemented additional processes and protections to help keep children's Personal Data safe. A child shall not use the Products and Services without the consent of his/her parents or guardians. We will only collect and use the children's Personal Data to the extent permitted by law, with the express consent of the parents or guardians, or when it is necessary to do so in order to protect the children concerned. We will not be responsible for any data released without having obtained an express and verifiable parental or guardian consent. If we inadvertently collected the Personal Data of a child without having obtained an express and verifiable parental or guardian consent, we will take steps to delete the relevant data as soon as possible.

VIII. Third-Party Service Providers and their Services

The Products and/or Services may contain links to third-party websites, products and/or services or any available third-party apps for download in the app store. You can choose whether to visit or accept such websites, products and services offered by the third parties. For example, the "follow us" feature on our official website will guide you to our official social media accounts on third party platforms, where you can find marketing or promotional information posted by OPPO. This Notice does not apply to how third parties define personal data or how they use it. We encourage you to read their privacy policies and know your privacy rights before interacting with them.

IX. Cookies and Other Similar Technologies

Cookies are small text files that are stored on your computer, mobile phone or other devices when you browse our websites. OPPO websites, online services, interactive apps, emails and advertisements may use cookies and other similar technologies (such as pixel tags and web beacons) to better understand user behaviour in order to provide you with smooth and customized website experience.

1. **Basic Function.** These cookies are vital for operating our websites and are essential to providing you a seamless usage experience. You may navigate the website uninterruptedly e.g. by remembering language and country choices you've made and

remembering the product of interest when you are redirected to our website for purchase.

2. **Improvement of Website.** These cookies help us enhance our website by telling us how you use our website. We do analytical profiling to understand e.g. particular article read by user or if a video is watched or abandoned half way through. We also look at which parts of our website people have visited or where it was accessed to arrange our website for optimal user experience. These cookies do not collect information that identifies you as the information these cookies collect is aggregated.
3. **Personalized Content.** These cookies help us to customize contents which suit your preference, for instance, your geographic location ensure that we show you our website localized for your area or showing you targeted banners and relevant recommendations.
4. **Advertising.** These cookies help us measure the effectiveness of advertisements and web searches. We may work with third parties to display advertisements on our websites or to manage our advertisements on other websites. Our partners may use cookies or similar tracking technologies to provide advertisements to you based on your browsing activities and interests. If you wish to opt out of receiving interest-based advertising, you can refer to "Disable Cookies" below. However, you will continue to receive general advertising that does not target any specific person when you visit our or other websites.

Cookies may be stored temporarily (e.g. for as long as you are on the website) or for a longer period permitted under the law or until deleted by you. We cannot access cookies that are not set up by us. Most of the web browsers have Do Not Track feature which sends "Do Not Track" requests to websites. If your browser has Do Not Track turned on, all our sites will respect this preference.

Disable Cookies

If you prefer OPPO not to use cookies, you may disable them through the browser setting and certain features of our website may not be available if cookies are disabled. Below are guides for managing cookies in some popular browsers:

Microsoft Internet Explorer

Microsoft Edge

Mozilla Firefox

Google Chrome

Safari for macOS

Safari for iOS

More information about cookies

For more information about cookies and instructions on how to configure your browser to accept, delete or disable cookies, see www.allaboutcookies.org

X. Transfer of Personal Data Globally

As a globally operating company, we provide to you the Products or Services through resources and servers around the world. We have established data centers in different countries like China, France, Singapore, India and Indonesia so that your Personal Data may, with your express consent and in compliance of local laws, be transferred to or accessed from the jurisdictions outside the country/region in which you use the Products or Services. Different jurisdictions

have their own laws in protecting personal data and we will use our best effort to ensure that the way we collect and handle the data is in accordance with this Notice and applicable local laws, and that your Personal Data is equally protected in the country/region where you use the Products or Services. For example, we will implement security measures such as encryption and/or de-identification of data, and signing necessary data transmission agreements with data recipients or relevant regulators prior to cross-border data transfer.

XI. How this Notice is Updated

We reserve the right to update or modify this Notice from time to time. If there is any material changes to this Notice, we will notify you in advance by:- (i) posting a notice on this website; (ii) sending push notification through the Products; or (iii) by email.

XII. Contact Us

If you have any questions or doubts about our Privacy Notice or privacy practices or would like to submit a request or complaint to us, please contact us at customerservice@oppo-aed.my

If you are dissatisfied with our response, especially if our handling of Personal Data damages your legal rights, you may file a complaint or report to the relevant regulatory authorities. We will also endeavour to provide you, upon request, with information on relevant complaint avenues which may be applicable to you.

XIII. Related Services - OPPO Cloud

We do permit you to use certain internet services, including storing your personal content (such as photos, notes, documents, contacts, messages, etc.) and making it accessible throughout your compatible devices and computers, known as OPPO Cloud. This Notice shall apply to OPPO Cloud service. If OPPO Cloud is enabled by you, such personal content will be automatically sent to our servers for storage and you can access these data through your devices or computer that enabled OPPO Cloud services.