# OPPO Trade-In Campaign Terms and Conditions

JIE BUSINESS SDN BHD (Company No.: 201301045364 (1075187-D)) ("**JBSB**") and SPRING STREAM COMPANY LIMITED (Company No.: 3233845) ("**Spring Stream**") hereby agree to jointly organise the OPPO Trade-In Campaign ("**Campaign**").

#### 1. Eligibility

- 1.1. The Campaign is open to the following:
  - i. All Malaysians; and
  - ii. Aged eighteen (18) and above,

("Eligible Participants").

1.2. This Terms and Conditions applicable for the use of content and/or service in relation to the Campaign shall apply to the Eligible Participants. Failure to comply with any applicable terms, conditions, rules, regulations, instructions, or methods stipulated herein shall result in disqualification from the Campaign.

# 2. <u>Campaign Period</u>

- 2.1 The Campaign will run from 6<sup>th</sup> November 2023 00:00 (GMT +8) to 30<sup>th</sup> November 2023 23:59 (GMT +8) ("Campaign Period") or while promotional stocks last, whichever is earlier at all OPPO Brand Stores in Malaysia ("Participating Stores").
- 2.2 JBSB and Spring Stream shall retain the right to shorten, change, revise or amend the Campaign Period without any prior notice.

# 3. <u>Campaign Mechanism</u>

- 3.1 During the Campaign Period, Eligible Participants may trade in any device at a trade-in value determined by Spring Stream via its digital application, ESWOP App and utilise the trade in value of the said device to purchase OPPO FIND N3 and OPPO FIND N3 FLIP ("**Products**") at the Participating Stores.
- 3.2 In addition to the trade-in value of the said device, each Eligible Participant is entitled to extra one (1) time rebate of RM600 upon purchase of OPPO FIND N3 or extra one (1) time rebate of RM400 upon purchase of OPPO FIND N3 FLIP.

# 4. Terms and Conditions

- 4.1 Each Eligible Participant is entitled to trade-in only one (1) device in a single transaction for every purchase of the Products.
- 4.2 Eligible Participants are required to present their trade-in device to any OPPO Brand Store prior to the purchase of the Products to check for the trade-in eligibility.
- 4.3 In the event that the trade-in value of the device exceeds the cost of the product purchased, the excess amount is not exchangeable for cash nor offset other item in the same transaction.
- 4.4 The values provided in the list are indicative, and subject to the condition of the trade in device, the model and brand of the trade-in device, and the purchased product model. The values will differ if there is any physical or functional damage identified, or when market value of the devices fluctuate. The accurate

- value of the trade-in device will be determined after being assessed using the provided Spring Stream's ESWOP app.
- 4.5 The ESWOP App shall compute and provide a quotation through a series of tests and user-declared conditions. The actual trade-in value quotation shall be computed according to the types and quantity of defects found. During the device inspection by sales staff, should the sales staff find any mismatch between the actual and declared condition of the device, a revised trade-in value will be offered. If Customer is agreeable, the trade-in transaction shall be completed with this revised trade-in value. Otherwise, the device will be returned without any charges/ payment.
- 4.6 Personal device locks (PIN, passcode, fingerprint, facial) and accounts shall be removed or deleted before the trade-in transaction occurred.

#### 5. Exclusion of Liability

- 5.1 In no event shall JBSB and Spring Stream, its related and affiliated corporations, sponsors, agencies and representatives be liable to the Eligible Participants 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 by its organizers;
  - ii. any loss or damage of whatsoever nature suffered by the Eligible Participants 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 and Spring Stream, 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 and Spring Stream.
- 5.2 For online Campaign, JBSB and Spring Stream, 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 and Spring Stream have the right to extract the demographics of the Eligible Participant.
- 5.4 JBSB and Spring Stream reserve the right at any time to replace any Eligible Participant and/or winner subsequently found to be disqualified for any reason.

# 6. <u>Disqualification</u>

Without prejudice to any right which JBSB may have in law, JBSB and Spring Stream reserve the right at its sole discretion to disqualify any Eligible Participant(s) who:

- i. JBSB and Spring Stream determine 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 and Spring Stream believe 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 and Spring Stream reserve 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. Decision

All decisions made by JBSB and Spring Stream 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. General Terms

- 9.1 JBSB and Spring Stream reserve 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 and Spring Stream of this campaign shall not entitle the participant to any claim or compensation against JBSB and Spring Stream for any or all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- 9.2 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.
- 9.3 This Campaign can only be used for single transaction, normal priced items and cannot be bundled with other ongoing promotions.
- 9.4 This Campaign cannot be stacked with other voucher, or promotion codes.
- 9.5 This Campaign is non-refundable and cannot be exchanged for cash.
- 9.6 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)