Terms & Conditions for OPPO Find X8 Magic Box

Applicable for OPPO Store (web & app) account user who purchases the Find X8 Magic Box

These terms and conditions ("Terms") govern the conduct of the draw titled as **OPPO Find X8 Magic Box** (hereinafter "Contest") organized, conducted, and brought to the Participant(s) by OPPO Mobiles India Private Limited ("Organizer" or "OPPO") for the promotion of **OPPO – Products**

"Participant/s" or "User/s" shall mean OPPO Store (web & app) account user who purchases the Find X8 Magic Box by paying the amount mentioned herein these Terms and then becomes eligible to get assured prize and a chance to win the contest's main prize (as mentioned hereinbelow) between 25th Oct, 2024 till 11th Nov,2024, (hereinafter referred to as the "Event Duration").

1. Reward shall mean

a) Free OPPO Find X8 5G Coupon: Exclusive to the Smartphone OPPO Find X8 5G,

limited to 2 units. (After announcement date mentioned herein these terms, the coupon

shall expire on **December 31**st, **2024**)

- b) **50,000 Points**: Redeemable for any phone, audio equipment, or accessory. (Valid for one year after redemption).
- c) There is no limit to the number of OPPO Find X8 Magic Box a participant can purchase. However, participant can only avail one coupon of Free OPPO Find X8 5G on one order (multiple coupons of Free OPPO Find X8 5G cannot be applied on one order)
- d) The participants will have to be as fast as they can due to limited quantity of Free OPPO Find X8 5G Coupon.

2. Eligibility:

The Participants need to fulfill the following eligibility criteria to enter the Contest:

- a) Participant should be an individual legal resident of the Republic of India;
- b) Participant should have set India as Participant current country in Participant account settings on https://www.oppo.com/in/store or OPPO Store App;
- c) Participant must have a billing address within the territory of India;
- d) Participant should be of an age 18 years or above at the time of entry into the Contest; and
- e) Participant should have a valid proof of identity and age in the form of a copy of PAN Card / Driving License / Voter ID / Indian passport.
- f) Employees of OPPO, their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), and OPPO's affiliates, advisors, advertising/Contest agencies are not eligible to enter the Contest
- g) To join the contest, participants must purchase OPPO Find X8 Magic Box by paying ₹99 within the said timeframe of each round to become a participant of that round.
- h) Only one OPPO account per person will be eligible to participate in the Contest.

3. Timelines:

- a) The Contest follows a strict timeline, therefore Participants failing to adhere to the timeline of Event Duration shall not be considered and eventually result in cancelling of the participation.
- b) The campaign has two rounds (as mentioned hereinbelow) for the participants to participate in the contest. The overall duration of the campaign is from 25th October, 2024 starting from 12 PM till 10th November, 2024 ending at 11:59 PM.

c) Round One:

Free OPPO Find X8 5G Coupon will be unlocked when OPPO has sold 3,000 units Magic Box by 11:59PM on 3rd November, 2024. Those who have purchased OPPO Find X8 Magic Box between 25th October, 2024 12:00 PM till 3rd November, 2024 11:59 PM, selected participants will receive a link on their WhatsApp number associated with their order on 4th November, 2024 to grab limited quantity Free OPPO Find X8 5G Coupon.

If the quantity purchased does not reach 3,000 units sold by **11:59 PM** on **3rd November**, **2024** this round of activity fails. However, users who have purchased the OPPO Find X8 Magic Box, will receive 50,000 points, which will be credited to their OPPO accounts.

d) Round Two:

Free OPPO Find X8 5G Coupon will be unlocked when OPPO has sold 6,000 units Magic Box from 25th October 2024 till 10th November, 2024 by 11:59 PM (Participants who have purchased OPPO Find X8 Magic Box between 25th October 2024 12 PM till 3rd November 2024 11:59 PM are not eligible for this round), selected participants will receive a link on their WhatsApp number associated with their order on 11th November, 2024. If the quantity purchased does not reach 6,000 units sold by on 10th November, 2024 11:59 PM, this round of activity fails. However, users who purchased the OPPO Find X8 Magic Box will still receive 50,000 points, which will be credited to their OPPO accounts.

- e) Points and coupons included in the contest will be credited within 24 hours of the end of the event.
- f) If target mentioned in **Round 1** and **Round 2** is reached ahead of the schedule, the link will still be released as scheduled. For example, if the sales volume reaches 3,000 units sold on 1st **November**, 2024 the link will still be sent to the selected participant on 4th **November**, 2024.

4. Reward Terms:

- a) The Participants playing the Contest may or may not stand a chance to win any Rewards as mentioned above.
- b) Users who purchased the OPPO Find X8 Magic Box will get an assured reward of 50,000 points.
- c) The rewards will be issued only once per user, irrespective of number of OPPO Find X8 Magic Box purchased.
- d) The Participants understand and agree that there are no guarantees that the Participants will win Free OPPO Find X8 5G Coupon. The Participants further agree that OPPO has

- the right to change any of the 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 and the terms and conditions mentioned in this Agreement shall be final and non-challengeable in respect of any of the rewards.
- e) The Participants understand that OPPO reserves the right to exclude/ cancel the participation if the participant is suspected or is in violation of any of the Terms and Conditions, tampers the products, engages in abusive, deceitful or fraudulent behavior in relation to the Contest or makes false representations or statements or violates any applicable law or regulations.

5. Redemption Mechanism/Scheme:

- a) Participants will visit OPPO Store and discover the OPPO Find X8 Magic Box banner, when they visit the web page, they can purchase the OPPO Find X8 Magic Box.
- b) The coupon will be credited to their OPPO account which they can access on https://www.oppo.com/in/store/customer/coupons. The participants can check the Points by visiting 'Me' and then clicking on 'My Points' in OPPO Store App or My OPPO APP. Points and coupons included in the OPPO Find X8 Magic Box will be credited within 24 hours of the end of the event.
- c) Free OPPO Find X8 5G Coupon link will be sent to user on their WhatsApp number, which was used to place the order, at the prescribed time mentioned above. Users must display speed to grab the limited quantity coupon before other participants.
- d) That for redemption of the rewards the winners must provide the details as required by OPPO for enabling the winners to avail the rewards.
- e) 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.

6. 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 completely indemnify (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 of 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.

7. Data Privacy:

- a) By participating in this Contest the Participant hereby unequivocally and irrevocably grant the Organizer its free consent and the 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 the personal information, images and documents collected by the Organizers from the Participants shall also be used by the Organizers for the purposes with regards to 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) The Participants agree and accept that they can deny, refuse, or withdraw their consent from sharing any data provided by them, by contacting to the OPPO customer care using Toll Free number 1800 103 2777 (9:00am-7:00pm 24*7) in writing in which case the Participants forfeits its right to participate in the Contest including any winnings and the Organizers, too, reserve the right of disqualifying the Participants/Winners.
- d) The Participants hereby, unequivocally, and irrevocably accept all the Data Privacy clauses/terms as explicitly mentioned https://www.oppo.com/in/privacy/,

https://www.oppo.com/in/store/contents/legal/user-agreement/

8. Confidentiality:

Notification of the 'Winner' status must be kept confidential by the Participants who have won and may be contacted/ intimated by the Organizers. The Confidentiality of winning in the Contest shall be maintained by the Participants until the Winners are publicly revealed by the Organizer otherwise OPPO, at its discretion, reserves the right to disqualify the Participants and the Participants reward shall be forfeited and the same shall be final and binding and no correspondence in this regard shall be entertained.

9. 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 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 favour 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 prior intimation required from the Organizers and the Organizer, unconditionally, shall be at the liberty to forfeit the reward. After such verifications, 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.
- c) Reward shall 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.
- d) It is clarified that in case the Participant become 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.
- e) 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.
- f) Decisions of Organizer's will be final and binding with regard to the Contest and reward and no correspondence shall be entertained in this regard.
- g) Rewards are non-transferable. No cash or any other claim can be made in lieu of reward.
- h) 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.
- i) Organizers reserve the right to cancel, modify, extend, or withdraw from the Contest at its sole and absolute discretion without giving any prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms from time to time.

- j) 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.
- k) 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.
- 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.
- m) The Participants agree and acknowledge that the Organizer does 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.
- n) 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.
- o) All disputes relating to this Contest shall be subject to the exclusive jurisdiction of Courts at Gurugram (Haryana) only.
- p) Participants shall comply with these terms and conditions and waives 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.
- q) This Contest is not applicable to OPPO employees and their immediate relatives, OPPO distributors and dealers and their respective employees and their immediate relatives.
- r) This Contest is not applicable in State or Territory of India, where contest is prohibited under law.

10. Additional Terms

That beyond Oppo's control, security, fairness or proper play of the Contest or submission of entries. Oppo is not responsible for:

a) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused We may, to the maximum extent permitted by applicable law and in our sole discretion, change the T&Cs or cancel the Contest at any time; or modify, terminate, or suspend the Contest should viruses, worms, bugs, unauthorized

human intervention or other causes by Participant or by any of the equipment or programming associated with or utilized in the Contest, or by any technical human error that may occur in the processing of entries;

- b) any printing or typographical errors in any materials associated with the Contest;
- c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or
- d) injury or damage to Participant or any other computer or mobile resulting from downloading any materials in connection with the Contest.

OPPO may, in its sole discretion, disqualify any individual found to be:

- a) tampering with the entry process or the operation of the Contest or website or mobile application;
- b) acting in violation of Terms and Conditions of this Agreement; or
- c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. If Participant entry is incomplete or if Participant use robotic, automatic, programmed or similar entry methods, Participant entry will be void. The authorized subscriber of the e-mail account used to enter the Contest at the actual time of entry will deemed to be the participant and must comply with these Terms and Conditions of this Agreement in the event of a dispute as to entries submitted by multiple users having the same e-mail account. The authorized account subscriber is the natural person who is assigned e-mail address by an internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail addresses. No benefits greater than those described in the "Description of the Contest and How to Enter" above in these Terms and Conditions of this Agreement will be awarded.