

Terms and Conditions

HUAWEI FILM AWARDS ("Competition")

1. You shall be fully responsible for your decision to participate in this Competition. Your participation in this Competition in part or in full shall be deemed as you having fully read, understood and accepted all terms and conditions contained herein. If you do not agree to any of these terms and conditions, you must not proceed to participate in the Competition.
2. This Competition is organised by SAATCHI & SAATCHI, Singapore ("**SAATCHI & SAATCHI**") and sponsored by **Huawei Device (Hong Kong) Co. Limited.** ("**HUAWEI**").
3. This Competition is open to everyone in the Asia Pacific ("**APAC**") region currently residing in the following countries: Malaysia, Singapore, the Philippines, Indonesia, Vietnam, Thailand, New Zealand, Cambodia, Bangladesh, Sri Lanka, Laos, Myanmar, and Nepal, (each a "**Territory**" and collectively the "**Territories**"), aged 18 years and above at the time of entry save and except for: -
 - (a) permanent and/or temporary employees of HUAWEI and/or its respective subsidiaries and/or its affiliates, and their immediate family members (defined as parents, siblings, children or domestic partners, regardless of where they live) or households of such officers, directors, employees
 - (b) business partners (including advertising, promotion and public relations agencies) of HUAWEI and/or their immediate family members (defined as parents, siblings, children or domestic partners, regardless of where they live) or households of such officers, directors, employees, agents.
4. The Competition is also open to participants below 18 years of age. However, you will need to obtain parental/guardian consent should your submission be shortlisted for the final.
5. The Competition will commence from **15th December 2019 at 12.00am (GMT+8) and end on 25th Feb 2020 at 11.59pm (GMT+8)** ("**Competition Period**"). Entries submitted out of the Competition Period will be automatically disqualified.
6. There is only (1) Grand Prize to be won in the Competition which will be awarded to the winner in the **APAC Best Film** Category. Each participant can only win one (1) prize. Breakdown of the prizes are as follows:-
 1. APAC BEST FILM: 1x Grand Prize: USD 20,000 **cash or cheque**, Trophy and certificate
 2. APAC Best Director (Male or Female): Trophy and certificate
 3. APAC Best Actor (Male or Female): Trophy and certificate
 4. APAC Best Cinematography: Trophy and certificate
 5. Country Level Best Film: Trophy and certificate

7. HUAWEI' s sole responsibility to the Winners is to arrange for collection of Prizes (with respect to physical prizes only) by the Winners at such location as communicated by HUAWEI (and/or any authorised third party) to the Winners. The Winners shall hereby acknowledge and agree to take full ownership of their Prizes and bear all risks of injury, loss or damage in any form upon collection of their Prizes. HUAWEI reserves the right to dispose of any unclaimed Prize(s) in any manner as deemed fit.
8. All prizes are non-transferable, non-refundable and non-exchangeable for cash or for any other prizes. All prizes are given on an "as is where is" basis. Entries to the Competition will only be accepted once these terms and conditions are agreed to in the submission process.
9. All submissions shall be short films ("videos") captured on HUAWEI phones, without limitation to when you captured the videos and with which HUAWEI phone. You warrant that you have independent, complete, explicit, and uncontroversial copyright of your submissions and that such submissions do not infringe upon the rights of any third party, including but not limited to the copyright and rights of footage, music, reputation, and privacy. Your participation in this Competition shall be deemed that you have agreed to this condition. All legal liabilities for any disputes arising from your breach of the aforementioned warranties shall be borne by you. HUAWEI shall not assume any liability in this regard.
10. Criteria of submission:
 1. All films must be shot exclusively on a Huawei mobile phone. Any film or part of a film shot with DLSR, GoPro, and camcorders that are non-Huawei phones will not be accepted and will be subject to disqualification. However, additional supporting production equipment such as lights, tripods, drones, booms and sound equipment are permitted.
 2. The videos you submit can only be processed on a HUAWEI phone (third-party processing software on HUAWEI phones is acceptable). Editing software can be used for post-production, and audio and visual effects.
 3. Lens attachments are allowed.
 4. All entries submitted must be an original production. It must not infringe on the copyright, trademark or other rights of any individual.
 5. Entries must not exceed ten (10) minutes in duration.
 6. We welcome submissions in any language, but non-English entries must include English subtitles.
 7. Submissions must have full clearance for all content before submitting. Any Issue that may arise due to infringement of copyrights is the Participant' s sole responsibility. The Huawei Film Awards festival and its members will not be responsible for any infringement of copyrights.

11. In the event your video is selected, you are required to submit a 30-second raw footage from your video as proof of HUAWEI phone usage.
12. You shall not, in part or in full, adopt any means to use images, videos or accompanying materials belonging to others in your submissions. All legal liabilities for any disputes arising from your violation of the aforementioned condition shall be borne by you.
13. HUAWEI does not pay any fee or return any submission, and accepts electronic submissions only. Unless otherwise specified, you shall be solely responsible for all ancillary costs in connection with your participation in this Competition.
14. You agree to abide by the laws and regulations of the APAC region that covers the following countries: Malaysia, Singapore, the Philippines, Indonesia, Vietnam, Thailand, New Zealand, Cambodia, Bangladesh, Sri Lanka, Laos, Myanmar, and Nepal, and shall not release or upload any form of subversive, pornographic, violent, terrorist, or other illegal and/or inappropriate information. Submissions that violate any applicable law and regulation regarded as disrupting social order or public ethics shall be automatically disqualified from the Competition.
15. Submissions that do not comply with any of these terms and conditions shall be automatically disqualified from this Competition. HUAWEI is entitled to reclaim the awarded prizes in the event that the submission violates any of these terms and conditions.
16. You hereby expressly, unconditionally and irrevocably authorise HUAWEI to use your submissions for campaigns and product and brand marketing for free, including but not limited to using your submissions in network media, TVC, print media, printings, photography or videography exhibitions, retail stores, road shows, digital content, out-of-home media and other marketing activities without further reference and/or payment to you.
17. All materials on the Competition' s website are protected by copyright laws and you are strictly prohibited from using any material contained therein (including duplication, modification, uploading, presentation, transmission, distribution, licensing, sales, and publication) unless otherwise permitted by HUAWEI in writing.
18. While HUAWEI will use reasonable effort to include accurate and up-to-date information in the Competition' s website, HUAWEI makes no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such information, and assumes no liability or responsibility for any omission or error (including, without limitation, typographical errors and technical errors) in the content.
19. Use of and browsing on the Competition' s site is done at your own risk. Neither HUAWEI, nor any other party involved in creating, producing, or delivering the Competition' s site, nor any naming right sponsors, event sponsors and third parties affiliated with HUAWEI and/or its partners shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, or browsing the Competition' s site, or downloading of any material, data, text, image,

video, or audio from the Competition' s site, including, without limitation, damage to, or viruses that may infect, your computer equipment or other property as a result thereof. Without limiting the foregoing, everything on the Competition' s site is provided to you "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

20. Winners will be notified via email or phone. If a winner is not contactable within three (3) attempts, then his/her position shall be granted to the participant who ranks immediately below the said winner.

21. All personal data shall be protected in accordance with applicable laws and regulations on personal data protection:

- a) Purpose: All information (including Personal Data) submitted by you in the course of your participation in the Competition shall belong to SAATCHI & SAATCHI and HUAWEI, and you irrevocably and unconditionally consent and permit SAATCHI & SAATCHI and HUAWEI to use, publish or feature your identity and/or pictures (which may include your name, statements about the Competition or any of its related matter) without further notice or compensation for publicity, advertising or any other related purpose in any manner whatsoever, including but not limited to in any of the publications, websites and/or any promotional material connected to the Competition.
- b) Transfer: Personal Data will be kept confidential by SAATCHI & SAATCHI and HUAWEI but you agree that for the Purposes set out herein above, SAATCHI & SAATCHI and HUAWEI may transfer or disclose such Personal Data to the following parties within or outside of Malaysia:
 - i. Other partners or any participating partner which owe a duty of confidentiality to SAATCHI & SAATCHI and HUAWEI;
 - ii. SAATCHI & SAATCHI and HUAWEI' s agents or contractors under a duty of confidentiality to SAATCHI & SAATCHI and HUAWEI providing administrative, telecommunications, data processing or other services to SAATCHI & SAATCHI and HUAWEI in relation to the Competition (such as but not limited to professional advisers, customer call centre providers, gift redemption centres or data entry companies);
 - iii. Any affiliate that owe a duty of care to SAATCHI & SAATCHI and HUAWEI;
 - iv. Any law enforcement agency and/or regulatory body for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom SAATCHI & SAATCHI and HUAWEI is under a binding obligation to make disclosure under the requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies.
- c) Access: You have the right to request access to and to request correction of your Personal Data. Nothing herein contained shall limit your rights under the PDPA.
- d) Click here <https://consumer.huawei.com/en/privacy/privacy-policy/> to view the full Privacy Statement of HUAWEI. If you do not wish to receive the latest information about products, news and events updates, rewards and promotions, special privileges and initiatives from HUAWEI, kindly contact filmawards@huawei.com

22. Intellectual Property

The Participant acknowledges and agrees that copyrights and all intellectual property rights to HUAWEI including visuals, photos, names and likenesses of programme characters and/or performers appearing in the Competition and/or on Huawei websites (collectively, "HUAWEI Property") belong to its parent companies, subsidiaries, affiliated, associated and related companies (collectively, "Affiliates" and each, an "Affiliate"). The Participant shall not and has no right to use any HUAWEI Property in any way whatsoever.

23. Non-Compliance or Breach

Non-compliance with or breach of any of these Competition Terms and Conditions and/or any Rule, or dishonesty, fraud or any other illegal activity shall immediately disqualify the Participant from further participation at any stage of the Competition, and the Prize won shall be forfeited, withheld or withdrawn.

24. Amendments/Changes

(a) HUAWEI reserves the right to amend or vary any of these Competition Terms and Conditions and/or Rules by posting the amendments on the Competition Page.

(b) For the avoidance of doubt, HUAWEI reserves the right to cancel, change, vary or add to the details (e.g. date, time) of the Competition and/or the Prize at any time within a specific Territory. In such event, additional terms and conditions with respect to the Competition and/or the Prize shall apply. Such additional terms and conditions shall be notified to the affected Participants and/or Winners accordingly.

25. Indemnity

By participating in the Competition and/or accepting the Prize, the Participant/Winner shall release, discharge and indemnify and keep HUAWEI, its Affiliates and Representatives indemnified against any and all death, injury, harm, incapacity, trauma, theft or loss (including theft or loss of property), damage, claims and costs, tax liabilities, in any manner whatsoever, suffered and/or incurred by (a) HUAWEI, its Affiliates and/or Representatives as a result of the Participant / Winner' s breach of these Competition Terms and Conditions and the Rules and (b) the Participant / Winner and/or any person related to them as a result of participation in this Competition and/or utilisation/enjoyment of the Prize and/or any act or omission pertaining thereto.

26. Waiver

Further, by participating in the Competition, the Participant/Winner shall waive her/his right to file in person and/or through any family member and/or any third party any application, criminal and/or civil proceedings in any court or forum against HUAWEI, its Affiliates and/or Representatives, or to claim any damage or relief or otherwise.

27. Taxes

If the Participant / Winner is required to pay any kind of tax, including personal income tax, withholding tax, gift tax, duties, charges, levies in relation to the Prize as required under any applicable law, the same shall be solely and exclusively borne by the Participant/Winner.

28. Severance

Any one or more clauses, stipulations and/or provisions of these Competition Terms and Conditions, or any part thereof, which is declared or adjudicated to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction

shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating, vitiating or rendering unenforceable the remaining clauses, stipulations or provisions of this Agreement, and any such illegality, invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate, vitiate or render unenforceable any such clause, stipulation or provision in any other jurisdiction nor invalidate the remaining provisions of these Competition Terms and Conditions.

29. Acknowledgement

By submitting an entry to the Competition, the Participant acknowledges that he/she:

(a) has read and understood these Competition Terms and Conditions which include information on how to enter, how the Winner will be determined, the Prize, and how personal data will be collected, retained, used and shared;

(b) expressly agrees to be bound by these Competition Terms and Conditions, including in particular those relating to the collection, retention, use and sharing of personal data; and

(c) confirms that he/she is not in breach of any law in his/her country of residence regarding the legality of entering the Competition.

30. Translations

In the event of any conflicting interpretation between any translated version of these Competition Terms and Conditions and the English version, the English version shall prevail.

31. You agree and acknowledge that you shall provide authentic and complete personal information, such as your name, contact number, email address, and correspondence address, for the purposes of this Competition and award distribution. SAATCHI & SAATCHI and HUAWEI will contact you to verify your registration information after the announcement of winners. If an award cannot be distributed to you due to incomplete personal information, it shall be deemed that you have waived the right to claim the award, and no award shall be distributed to you.

32. If an award cannot be distributed to you due to your own fault (including but not limited to failure to respond within the Grace Period or provision of inaccurate or incomplete contact information such that SAATCHI & SAATCHI and HUAWEI is unable to contact you), it shall be deemed that you have waived the right to claim the prize. In case of the foregoing, SAATCHI & SAATCHI and HUAWEI shall not assume any liability arising therefrom, and no prize shall be awarded to you.

33. All images of the prizes are for your reference only. The actual awarded prizes may vary. In case of quality issues, you shall contact the prize manufacturer or designated distributor directly and follow their return, replacement, and repair rules/policies. By participating in this Competition, you acknowledge and agree that HUAWEI excludes all warranty and/or liability in connection with the awarded prizes and/or the Competition. You shall assume full liability and responsibility in case of any

liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from your participation in the Competition, redemption and/or usage of the prizes. HUAWEI shall not be held responsible for any liability, mishap, loss, damage, claim or accident (including personal injury and/or death) in any manner whatsoever suffered by you as a result of your participation in the Competition and/or the use of the prizes.

34. The organiser shall bear domestic and international freight costs incurred for shipping the prizes.
35. HUAWEI reserves the right to amend any of these terms and conditions at any time without prior notice and the amended terms and conditions will be uploaded onto the Competition' s website. Please visit the Competition' s website regularly to ensure that you are aware of any amendment made by HUAWEI. Your continued usage of the Competition' s website and/or your participation in the Competition after amendments are posted onto the Competition' s website means you agree to be legally bound by these terms as amended.
36. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of HUAWEI, then HUAWEI reserves the right, in its sole discretion, to amend the terms and conditions for this Competition, modify the Competition, suspend, terminate or cancel the Competition, as appropriate, without prior notice.
37. HUAWEI' s decisions are final and there shall be no appeal entertained and/or allowed. All participants shall not resort to court proceedings to review HUAWEI' s decisions.
38. For further information, please email your enquiries to filmawards@huawei.com