

Conditions of Participation for the “Guess the City”

1. Scope of application

- 1.1 By taking part in the competition, the participant accepts these conditions together with the information explaining the requirements for participating.
- 1.2 For further details regarding the conditions of participation for the competition, please see our website www.hihonor.com.

2. Organizer

- 2.1 The organizer of the competition is (herein: “**Organizer**”) Huawei Technologies Deutschland GmbH.
- 2.2 This competition will be promoted through Facebook. This competition is not sponsored, endorsed or administered by, or associated with, Facebook. Participants shall comply with the terms of service, community guidelines or other applicable policies for user submissions and/or uploads located at: <https://www.facebook.com/legal/terms> for Facebook. Submissions that violate the applicable terms of service or guidelines shall be disqualified. Participants in the competition completely release Facebook from any possible claims. All information regarding the competition is solely provided by the Organizer. If you have any questions, suggestions or complaints, please contact the Organizer by email at myhonor@hihonor.com.

3. Eligibility for Participation

- 3.1 The competition is open to all persons who, at the date of entry, are (1) aged 18 years or over; (2) an EU citizen and (3) permanent resident in one of the following countries: Germany, United Kingdom, Spain, France or the Netherlands.
- 3.2 The Organizer’s employees, their immediate family members, and employees of cooperation partners who are or were involved in creating or implementing the competition, are excluded from participation.
- 3.3 Participation is only possible on one’s own behalf and joint submissions are not allowed. There is a restriction on one entry per person per competition.

4. Participation

- 4.1 Participation in the competition is free of charges and fees and does not require the purchase of goods and/or services.
- 4.2 In order to participate, various cities in Europe will be shown with a blurred filter, users must guess the city depicted in the image in order to qualify to win. All correct guesses will be entered to win.
- 4.3 The raffle will take place on **18.11.2016 starting until 27.11.2016**.
- 4.4 You must submit your guess via the HiHonor campaign page:
 - 4.4.1 www.hihonor.com/uk/campaigns/guessthecity
www.hihonor.com/it/campaigns/guessthecity
www.hihonor.com/fr/campaigns/guessthecity
www.hihonor.com/es/campaigns/guessthecity
- 4.5 The winner will be notified through or private email.
- 4.6 The closing date for submitting your answer is **27.11.2016** at 11:59 p.m. CET. Any submissions after this time will not to be taken into consideration.
- 4.7 The Organizer accepts no responsibility for incomplete, incorrectly completed, lost or delayed entries to the prize draw or for any malfunctions or failures in the software that has been designed to maintain the participant's details.
- 4.8 The Organizer reserves the right to exclude a participant who violates these Conditions of Participation, tampers with the competition, or makes false representations or statements that violate applicable law or infringe third-party rights. If a participant is excluded, prizes and benefits may be subsequently revoked and reclaimed. In this case, a new winner will be determined pursuant to the procedure in section 5.2.

5. Prize, determination and notification of the winners

- 5.1 There will be 5 winners in total who shall each win the following prize:
 - 5.1.1 1 brand-new Honor 8 Smartphone
- 5.2 Once a person has submitted answer via the landing page for a particular image, their information will be collected in a database. Each participant can enter only once and duplicate emails will be disqualified.

- 5.3 The user can then challenge their friends to participate, but this will have no effect on the outcome of submission.
- 5.4 All correct answers will be pooled and the winners will be selected at random.
- 5.5 The winners will be via email within 10 days after the competition has ended. The notified winner must accept the prize within 3 days after receiving the notification of the prize by way of accepting the email that will be sent to the winner. If the winner fails to accept his/her prize within this period, his/her prize shall be forfeited. In this case a new winner will be determined by the judging panel in accordance with the judging criteria.
- 5.6 The winners may be required to participate in publicity connected with this prize draw and it is a condition of entry that the winner agrees to their name being made publicly available if they win.
- 5.7 The winner will be responsible for any taxes or charges incurred in claiming the prize.
- 5.8 Prizes are subject to availability and the Organizer reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Organizer's control make it necessary to do so.
- 5.9 Compensation of the prizes in cash, their exchange, or their transfer to other persons are excluded.
- 5.10 The Organizer does not accept any responsibility if you are not able to take up the prize.

6. Rights of Use

- 6.1 The participant warrants that the submitted **comment** (herein: "**Contribution**") is free of third party rights, in particular free of copyrights and other intellectual property rights (e. g. patents, trademarks, design rights, know-how etc.), and that the participant has the right to grant a license to the Organizer pursuant to section 6.2.
- 6.2 The participant hereby grants the Organizer a non-exclusive, freely assignable right, that is unrestricted in terms of time, geography and content, and for which sublicenses may be issued, to use the Contribution by way of all known and currently unknown types of use. The rights of use include – on a national and international basis – in particular Organizer's right to copy, modify, process, publish and market the Contribution. This grant of rights is free of charge and is royalty-free.

7. Data Protection

By submitting an entry, participants agree to provide their personal information which will be used and disclosed by the Organizer and its authorized agents for the purposes of competition administration and prize fulfillment. Personal information collected by the Organizer is subject to the Organizer's Privacy Policy at: <http://bit.ly/1OqXmJL>

8. Miscellaneous

- 8.1 The Organizer's decisions regarding all promotional matters will be final, and no correspondence will be entered into.
- 8.2 In the event of circumstances outside the reasonable control of the Organizer, or otherwise where fraud, abuse, and/or an error (human or technical) affects or could affect the proper operation of this promotion or the awarding of prizes, the Organizer reserves the right to cancel or amend these terms and conditions at any stage, but will endeavour to minimise the effect to participants in order to avoid undue disappointment.
- 8.3 If any provision of these Conditions of Participation is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.
- 8.4 All legal relationships arising because or in connection with these terms and conditions and the competition are subject to German Law. The application of the regulations on the international sale of goods (CISG) is expressly excluded. Mandatory consumer law of the participant's resident country explicitly applies.