

## **“#MaxYourCity” social game terms and conditions**

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The promoter of “#MaxYourCity” (the “Contest”) is organized and promoted by Honor Smartphone (the “Promoter”) and is subject to the following conditions. By entering the Promotion, each entrant (the “Participant”) unconditionally accepts and agrees to comply with and abide by these Terms and Conditions and the decision of the Promoter, which shall be final and binding in all respects.

#### **Who May Enter:**

- 1) Be a registered member of Instagram and follow @Honorglobal.
- 2) Set their “Profile” as public.
- 3) Participants must be at least 18 years of age at the time of entry. Children must obtain the permission of their parent or legal guardian before entering.
- 4) Directors, officers, and employees of the Promoter and their immediate family members, the Promoter’s respective parent, affiliated, or subsidiary companies, agents, and representatives (collectively “Promotion Entities”) are not eligible to enter or win.

#### **How To Enter:**

Each Instagram post that has entered into the Contest must meet ALL of the “Submission Requirements” set forth below to be considered; any Instagram post that meets all such requirements will be referred to as a “Submission”.

#### **Post Submission Requirement**

Participation on Instagram: All submissions should be photos of your city and be publicly posted on participant’s Instagram timeline, with hashtags #MaxYourCity and #Honor7X, as well as optionally #[city name] (example: #Berlin). Each profile will be limited to 1 submission only.

The Contest (the “Contest Period”) commences on 9 December, 2017 at 11:45 PM [Beijing Time] and runs until 27<sup>th</sup> of December 2017 at 12:00AM [Beijing Time], which is the closing date for the Contest.

The Promoter will choose three winners who have met the Submission Requirements by 27<sup>th</sup> of December 2017 at 12:00AM [Beijing Time].

The Winners will be announced on 30<sup>th</sup> December, 2017 in an Instagram post and Facebook note on honorglobal’s online profiles: <https://www.instagram.com/honorglobal/> & <https://www.facebook.com/honorglobal/> . It is the Winners’ responsibility to follow the online

instructions and provide their full name, contact information and full mailing address to honorglobal via Instagram direct message.

Inbox message from the Winners with the required personal information (Email address, full name, nationality, current living place, complete shipping info, mobile no, post code) must be received before 5th January, 2018 at 12:00am [Beijing Time]. By failing to do so, the prize will be forfeited without prior warning.

### **Judging Criteria**

The Promoter will choose three winners on Instagram based on creativity, interestingness and authenticity – and has met the Submission Requirements by 27<sup>th</sup> of December 2017 at 12:00AM [Beijing Time].

The Promoter will monitor and review the initial Submissions. Based on the Contest post, the Promoter will judge all eligible Submissions.

Each Participant is only eligible to be chosen once as a winner.

The decision of the Promoter shall be final based on the criteria set out in the Promotion and no correspondence will be entered into over this decision.

Submissions containing any defamatory, obscene, illegal, offensive, or any other unsuitable material will be disqualified and withdrawn from participation.

The Promoter 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.

The Promoter 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

### **The Prizes**

Three prizes are available to be won during the Contest, consisting of an Honor 7X (North America: 3GB RAM+ 64GB ROM, Other regions: 4GB RAM + 64GB ROM, random color) per Winner (the "Prize").

The prizes are as stated, are not transferable to another individual, and no cash or other alternatives will be offered. The Promoter reserves the right to substitute prize(s) of comparable value if the prize listed is unavailable for any reason.

Warranty for the Honor smartphone that is won from the Contest will not be provided as it is being provided to the winner as a prize and not as a retail item.

## **Prize Delivery**

The honor smartphone (the “Prize”) will be delivered to the addresses provided by the Winners.

Failure to respond and/or provide an address for delivery, or inaccuracy in mailing address may result in delay or failure of delivery of the honor smartphone.

## **Duty Tax Cost on Prize Delivery**

Honor will cover all duty tax and courier charge for prize shipping.

## **Privacy and Personal Information**

Personal information collected from entrants will be used by Honor Smartphone for the purpose of delivering prizes to the Winners, as well as future promotional purposes, in connection with the honorglobal Facebook page and Instagram page. Other than announcing the names of the Winners, honorglobal shall not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by Honor Smartphone to fulfill the above purposes.

## **Rights of Use**

### **1. Rights of Use**

1.1 The participant warrants that the submitted entry (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.), privacy, or any other rights of any third party and will not contain anything that is libelous, defamatory, obscene, harassing, or threatening and that the participant has the right to grant a license to the Organizer pursuant to section 6.2.

1.2 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 the Organizer’s right to copy, modify, process, publish and market the Contribution. This grant of rights is free of charge and royalty-free.

### **2. Miscellaneous**

2.1 The Promoter is Honor Smartphone. (Shenzhen, China PRC).

2.2 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 endeavor to minimize the effect on participants in order to avoid undue disappointment.

2.3 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.

2.4 All legal relationships arising because or in connection with these terms and conditions and the competition are subject to Chinese 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.