

Huawei P10 Gift with Pre-Order Purchase

Terms & Conditions

1. Instructions on how to claim and the offer form part of these terms and conditions ("Terms and Conditions"). Participation in this Huawei P10 promotion ("Promotion") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. The Promotion is for a Gift deliverable to each Eligible Claimant who purchases a Participating Product from a Participating Retailer and submits an Online Claim Form in accordance with these Terms and Conditions (capitalized terms are defined).
3. The Promoter is Huawei Technologies (Australia) Pty Ltd ABN 49 103 793 380 of Level 6, Tower B, 799 Pacific Highway, Chatswood NSW 2067.
4. The Promotion commences at 9:00am (AEST) on 15th of May 2017 and closes at 11:59pm (AEST) on the 24th of May 2017 ("Promotional Period"), unless extended by the Promoter. The promotion website will remain active until the 11:59pm (AEST) on the 25th of June 2017.

Definitions

5. For the purposes of these Terms and Conditions:
 - a) "Gift" means a **Huawei Fit - Fitness Band (Orange Band with Moonlight Silver Face)** valued at \$179.00 RRP (*Price correct as at 30th April 2017*)
 - b) "Pre-Order" means a claimant has purchased a Huawei P10 handset (Australian Variant) during the advertised qualifying pre-order period from 9:00AM (AEST) 15th of May 2017 until 11:59 PM on the 24th of May 2017.
 - c) "Participating Product" means the **Huawei P10 – Optus variant**
 - d) "Participating Retailer" means an **Optus retail store, an Optus retail partner (including Harvey Norman), any Optus or partner online retailer in Australia that sells the Participating Product**, and excludes online bidding or auction websites (including www.ebay.com.au) or any unauthorized retailer/operator, or a second hand store. The Promoter recommends that prior to purchasing a Participating Product, the customer verifies that the retailer is a Participating Retailer and is authorized to participate in this Promotion;
 - e) "Proof of Purchase" means either a tax invoice or contract clearly stating the name and model of the Participating Product, the Participating Retailer (including the relevant store details) from which the Participating Product was purchased, the price paid for the Participating Product, and the time and date of purchase;

Eligibility and claims

6. To be eligible to claim a Gift, a claimant must:
 - a) purchase a Participating Product from a Participating Retailer during the pre-order promotional period from 9:00am (AEST) May 15th 2017 until 11:59pm (AEST) 24th May 2017 and visit the Huawei promotions website (www.huaweipromotions.com.au) to lodge a valid claim between the 25th of May 2017 and 11.59pm (AEST) on the 25th of June 2017 and meet the redemption validation requirements listed in clause 6;
 - b) be a natural person aged 18 years or over and ordinarily reside in Australia, and not be an employee of the Promoter, or any agency associated with this Promotion, or any Immediate Family Member of such a person;
 - i. subject to clause 10, provide a copy of the Proof of Purchase in respect of the Participating Product purchased, which may be in the form of a scanned copy or photograph;
 - ii. submit the completed Online Claim Form,(each eligible claim an "Eligible Claim" and each eligible claimant an "Eligible Claimant").

Following submission of an Online Claim Form, a claimant (whether or not an Eligible Claimant) will receive an email confirming a successful submission. Multiple Eligible Claims are permitted, subject to the following:

- a) only one (1) Eligible Claim is permitted per Participating Product;
- b) each Eligible Claim must be submitted separately and in accordance with these Terms and Conditions.

Proof of Purchase

7. The claimant must submit Proof of Purchase when submitting the Online Claim form. If the Proof of Purchase is not submitted, the claim will be invalid and will need to be resubmitted with a valid Proof of Purchase before 11.59pm (AEST) on the 25th June to be eligible for the Gift redemption.
8. Without limiting clause 11, if the Promoter (or its agent) requires any further information in order to validate a submitted Online Claim Form, including where any of the details stated in or submitted with an Online Claim Form are missing, incorrect or illegible, the Promoter (or its agent) will inform the relevant claimant of the required information by email. The claimant will then have fourteen (14) days from the date of the notification email to provide the requested information to the Promoter (or its agent), unless expressly stated otherwise in the notification email. The Promoter may invalidate any claim, or to determine that a claim is not an Eligible Claim, if a claimant fails to provide the further requested information within fourteen (14) days of the notification email from the Promoter (or its agent).

9. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including but not limited to a claimant's identity, age and place of residence, and the Participating Product's Proof of Purchase) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions, who tampers with the claim process, or who is not otherwise an Eligible Claimant. The Promoter's decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. Eligible Claimants will be notified by email to their nominated email address if their claim is valid.

Gifts

11. The Promoter will only deliver a Gift to an Australian address. Eligible Claimants should allow up to sixty (60) days from the date their claim is deemed valid by the Promoter to receive delivery of their Gift to their nominated Australian address. It is the responsibility of each Eligible Claimant to provide the correct mailing address and personal information on the Online Claim Form in order to receive their Gift. Without limiting clause 23, the Promoter is not liable for any Gift not being delivered to, or received by, an Eligible Claimant because that Eligible Claimant has not provided a correct mailing address.
12. Each Eligible Claimant is responsible for all ancillary costs associated with their Gift, including but not limited to costs in connection with accessories, network services of any description, data charges or installation costs.

General

13. Subject to clauses 9 and 10, incomplete, indecipherable or illegible claims will be deemed invalid. Each Eligible Claimant is responsible for ensuring that their correct contact email, telephone number and address are provided in their Online Claim Form, and that any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gift because of a failure to notify the Promoter of a correction or change to their contact details. Errors or omissions may be accepted in the sole discretion of the Promoter.
14. Subject to clause 23, the Promoter may reclaim from an Eligible Claimant the Gift, or take account of the Gift in calculating any refund payable, if the initially purchased Participating Product is returned for a refund or exchange after the Eligible Claim has been processed and fulfilled.
15. If a Gift is unavailable, the Promoter, in its discretion, may substitute that Gift with another gift of not less than equal value.
16. Each Gift is not transferable or exchangeable and cannot be redeemed for cash, and each Gift will only be delivered to the relevant Eligible Claimant whose name appears on the Online Claim Form.
17. If this Promotion 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 the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to: (a) disqualify any claimant or Eligible Claimant; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate.
18. This Promotion may be extended at the Promoter's absolute discretion.
19. Any cost associated with accessing the Promoter's website for the purpose of submitting the Online Claim Form is the responsibility of the Eligible Claimant and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and is not responsible for interruption of service that may interfere with the ability to participate in the Promotion or to receive a Gift. The Promoter is not responsible for any disruption to, or failure of, postage services, and is not responsible in the event of a delayed, lost or misdirected Gift.
20. Subject to clause 23, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any claim, original purchase documentation or Gift that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant or Eligible Claimant; or (f) any use of a Gift.
21. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA") or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into these Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited (at the Promoter's election) to the extent it is able to do so: (a) in the case of supply of goods, the Promoter doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, the Promoter doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.
22. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers, Participating Retailers and, as required, to Australian regulatory authorities. Validity of an Eligible Claim is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an Eligible Claimant. Huawei may share your personal information with its business partners to better fulfill your requests for products and/or services. Certainly, Huawei will only share your personal information with its business partners with your consent. If you do not wish to receive marketing materials from any of Huawei's business partners, please ensure you select the "opt out" tick box. Eligible Claimants should direct any request to access, update or correct information to the Promoter. All claims (whether or not Eligible Claims) become the property of the Promoter. These Terms and Conditions are deemed to incorporate the Promoter's privacy policy and, by making a claim (whether or not an Eligible Claim) under the Promotion, each claimant and Eligible Claimant accepts the terms and conditions of the Promoter's privacy policy, accessible at <http://www.huawei.com/au/about-huawei/legal/index.htm#LEGID1>
23. This Promotion is governed by the laws of New South Wales and each claimant (whether or not an Eligible Claimant) submits to the non-exclusive jurisdiction of the courts of that State.

Consumer promotion support is available at: www.huawei.com/au/
Web: 'Contact Us' page