# DH Partner App Global Promotion Plan - Terms and Conditions

"I Use DH Partner APP Every day!"

Take a video to earn prizes

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## 1 The promotion

The DH Partner App Global Promotion Plan is being organized by Zhejiang Dahua Technology Co., Ltd. ("Dahua" or "Promoter" or "We") having its registered address at No. 1187 Bin'an Road, Binjiang District, Hangzhou, P.R. China.

In order to promote the using of DH Partner App and provide more useful and convenient services to our partners all over the world, we organize this Global Promotion Plan - Take a Video to Earn Prizes - "I Use DH Partner APP Every Day!" ("Promotion")

Eligible entrant ("Entrant" or "You") **MAY** earn prize by making a 60-second video ("Entry") on the theme "I Use DH Partner APP Every Day!"

30 eligible entrants will be selected as winners in total and each can earn a HUAWEI Watch GT2 or a MI Electric Scooter or a reasonable equivalent of equal value not exceeding 300 dollars.

#### 2 How to enter

- 2.1 You can enter this promotion in the following steps:
- 2.1.1 Create a 60-second video on the theme "I Use DH Partner APP Every Day" and make sure that the APP logo is displayed for at least 10 seconds. Please make sure that the content shall be centered on the introduction of APP functions and operations and the content shall be positive and healthy.
- 2.1.2 Upload your video on Facebook or LinkedIn and Make sure to Follow and Mention us by @Dahua Technology Co., Ltd (Facebook) or @Dahua Technology Co. LTD (LinkedIn).
- 2.2 You may submit several entries to this promotion. However, we will choose **only one entry** that received the most likes as the eligible entry.
- 2.3 No payment is necessary to enter this promotion.
- By submitting your entry, you confirm that you have read and understood these terms and conditions and agree to be bound by them.

#### 3 Start date

This promotion will start on September 1, 2020, Beijing Time.

#### 4 Closing date

- 4.1 The closing date for entries to this promotion is October 31, 2020 at 12:00 noon Beijing Time. Entries received by us after this time (whether or not they were sent before) will be void and will not be entered into this promotion.
- 4.2 Judging will take place as soon as possible after the closing date.

#### 5 Eligibility

To enter this promotion, you must be aged 18 or over at the time of entry and must have a registered and enrolled account on the DH Partner APP.

To enter this promotion, you must approve us to use your account and account name for purpose defined in this terms and conditions. <u>If you do not agree us to use your account and account name, you shall</u> not participate this promotion.

5.3 The following persons are not eligible to enter:

Our employees or workers, or the employees or workers of any company in our group;

5.3.2 Employees or workers of any organization involved in the operation or administration of this promotion including prize suppliers and advertising agencies; and

5.3.3 Members of their immediate families.

5.4 Entries will be void if they:

5.3.1

5.4.1

5.5

6.2

Do not comply with these terms and conditions;

5.4.2 Are incomplete or illegible; or

5.4.3 Are considered by the promoter to be part of an attempt to manipulate or unfairly influence the outcome of this promotion.

Our decision as to whether an entrant (or their entry) is eligible for this promotion is final and we are not obliged to provide any reasons for disqualification.

#### 6 Prize

6.1 The prize is supplied by local Dahua sales team and comprises HUAWEI Watch GT2 and MI Electric Scooter or a reasonable equivalent of equal value not exceeding 300 dollars. Each winner can choose 1 from these options.

To the extent permitted by law, Promoter shall not be liable for any tax or local, state, or federal levy that arises from the award of the prize. The winners shall be solely responsible for payment of such taxes and levies, and therefore by participating in this Promotion they agree to respond to and hold the Promoter harmless for any sum or additional requirement that the authorities of any order of government could lodge against the Promoter for any tax or contribution generated in the terms described above.

The winner is responsible for any costs or expenses involved in using the prize other than those that are expressly stated as being included as part of the prize.

#### 6.3 Specification of the prize:

<b>Product Name:</b>	HUAWEI Watch GT2	MI Electric Scooter
	HUAWEI WATCH GT 2 (46 mm)	Model: M365
Specifications	<b>Size:</b> 45.9 x 45.9 x 10.7 mm	Weight: Approx. 12.5kg
Specifications:	Wrist coverage range 14 ~ 21 cm	Frame: Aerospace-grade aluminum
	Weight: Approximately 41 g (without the strap)	Tire size: 8.5 inches

	HUAWEI WATCH GT 2 (42 mm):	Motor size: 6.7 inches
	<b>Size:</b> 41.8 x 41.8 x 9.4 mm	Colors: White, Black
	Wrist coverage range 13 ~ 20 cm (Sport Edition)	*Product size, product weight, and related specifications are theoretical values only.
	13 ~ 19 cm (Classic / Elegant Edition)	Actual measurements between individual products may vary. All specifications are subject to the actual product.
	<b>Weight:</b> Approximately 29 g (without the strap)	
	*Product size, product weight, and related specifications are theoretical values only. Actual measurements between individual products may vary. All specifications are subject to the actual product.	
Link:	If you want find more information about the product, please refer to HUAWEI website ( <a href="https://www.vmall.com/">https://www.vmall.com/</a> ) or XIAOMI website ( <a href="https://www.mi.com/">https://www.mi.com/</a> ).	

If the winner prefers a reasonable equivalent of equal value not exceeding 300 dollars, he/she shall contact us within reasonable time and we will try to provide it for him or her.

- 6.4 If necessary due to circumstances beyond our control, we may (at our option) substitute the prize for a reasonable equivalent of equal value not exceeding 300 dollars.
- 6.5 The prize is for the named winner only and cannot be given or transferred to any other person.

#### 7 Selection of the winner

- 7.1 30 winners in total will be selected from all eligible entrants. The details of the criteria used to select the winner are as below:
- 7.1.1 20 entrants whose entries gain more than 30 likes and rank within the overall Top 20 will be selected as winners out of all entrants.
- 7.1.2 10 entries with the highest comprehensive scores by content, creativity and aesthetics of the videos will be selected as the "Most Creative Award" out of all entries and the corresponding entrants will be selected as winners.
- 7.2 The winners of this promotion will be the entries chosen by [a panel of judges from Dahua] out of all entries correctly submitted in accordance with these terms and conditions.
- 7.3 The decision of the judges is final.

#### 8 Contacting the winner

8.1 We will announce the list of prize winners on November 13, 2020 on Dahua's official Facebook and LinkedIn account.

8.2 Reasonable efforts will be made to make contact over a period until December 1, 2020. If it has not been possible to contact the winner in that time, the prize will be forfeited and awarded to the next eligible entrant.

# 9 Receiving the prize

- 9.1 Where the prize is capable of physical delivery, the winner will receive it on or before December 31, 2020.
- 9.2 We are not liable for any damage or loss to a prize caused by any third party. If a prize is damaged or fails to be delivered, we have no obligation to provide a replacement prize.

# 10 Publicity and use of personal information

- We will use your personal information only in accordance with these terms and conditions and our <a href="https://www.dahuasecurity.com/aboutUs/privacy-policy">https://www.dahuasecurity.com/aboutUs/privacy-policy</a>.
- The winners' Facebook or LinkedIn [account and account name] will be published at Dahua's Facebook or LinkedIn page for at least 5 years after the closing date. If you want us to delete your account or account name, please contact us according to clause 13.1, otherwise we may keep it for a longer time due to applicable legislation requirement.
- Entrants who do not want their [account and account name] included on the list of winners referred to above must notify us within a reasonable period of time before the closing date of this promotion. See clause 13 below for our contact details. Please kindly noted that if you do not agree us to use your account and account name, you shall not participate this promotion.
- The winner of this promotion may be asked to participate in publicity.

#### 11 Ownership and use of entries

- 11.1 You will retain ownership of all intellectual property rights (including copyright) in your entry, but you agree to grant us a licence to use it for promotion purpose and for any other purpose connected to this promotion all over the world.
- The licence will last for the duration of the relevant intellectual property right and includes the right for us to:
- 11.2.1 edit or modify your entry (including resizing, adjusting the colour and adding elements such as text);
- adapt it or incorporate it into other materials;
- 11.2.3 sub-licence it to third parties or companies in our group to use for the purposes described in clause 11.1; and
- 11.2.4 republish it (or any version modified in the way described above) on any media anywhere in the world.
- 11.3 You confirm that your entry:
- is your own original work and does not breach any third party's intellectual property rights (for example, by including a company's trade mark without permission);

- 11.3.2 is not defamatory, offensive, threatening, discriminatory, distasteful, pornographic or illegal;
- 11.3.3 can be submitted to us and used without breaching any contractual obligation to any person; and
- does not contain anything which may be confidential or commercially sensitive.
- If your entry contains photographs or video images of people, you must ensure that you inform them that you intend to use the material for the purposes of this promotion and obtain their consent.
- We may ask you for evidence of any such consent and reserve the right to disqualify your entry if you are unable to provide it or if we have doubts about its adequacy.
- To the extent permitted by applicable laws, you are not entitled to any fees for granting the licence and you are not entitled to terminate it unless we agree in writing.
- If any applicable law has other legal requirements for copyright transfer/license, such as a written consent or by a public deed, we will obtain your authorization separately.

#### 12 Our liability

To the extent not prohibited by applicable laws, in no event shall Dahua, its affiliates, agents or principals be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss or profits, corruption or loss of data, failure to transmit or receive any data, business interruption or any other commercial damages or losses, arising out of or related to your participant to the Promotion. Some jurisdictions do not allow the exclusion or extension of limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event shall Dahua's total liability to you for all damages (other than may be required by applicable laws in cases involving personal injury) exceed the amount of money we spent on this Promotion. The forgoing limitations will apply even if the above stated remedy fails of its essential purpose.

Notwithstanding the foregoing, we will not be legally responsible to entrants or winners for any losses that were not foreseeable to us or to you at the time of entry to this promotion or which are caused by a third party.

## 13 Complaints and disputes

- 13.1 If you want to contact us about this promotion or have a complaint, you can reach us by chen tian@dahuatech.com.
- These terms and conditions shall be governed by and construed in accordance with the laws of the People's Republic of China and any disputes shall be subject to the non-exclusive jurisdiction of the Chinese courts.

#### 14 Accessibility

If you have any difficulty accessing or entering this promotion, please contact us at chen tian@dahuatech.com.

#### 15 About us

The promoter of this promotion is Zhejiang Dahua Technology Co., Ltd. ("Dahua" or "We") having its principal business address at No. 1199 Bin'an Road, Binjiang District, Hangzhou, P.R. China.

# 16 Interpretation of the Promotion

Dahua reserves all interpretation rights for this event.