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## **Agreement on Participation in HONOR 50 Vlog Challenge**

“HONOR 50 Vlog Challenge” (hereinafter referred to as “this Competition”) is a vlog competition organized by Honor Technology (Malaysia) Sdn Bhd (hereinafter referred to as “Organizer” or “HONOR”). The terms and conditions hereunder are formulated and implemented based on the principles of fairness, impartiality and openness to select for high-quality works.

Before participation in this Competition, you must confirm that you have carefully read and fully understood the HONOR 50 Vlog Challenge Privacy Statement (hereinafter referred to as “Privacy Statement”) and the Agreement on Participation in HONOR 50 Vlog Challenge (hereinafter referred to as “this Agreement”), and you agree to comply with the relevant rules.

### **Article 1 Qualification for Entry**

1. You must be (1) at least 18 years of age and above and (2) an individual residing in Malaysia to enter this Competition.
2. You are required to ensure that your work has not been publicly published anywhere. Award-winning entries in other competitions are not accepted in this Competition.
3. You will be disqualified from this Competition in the event of any of the following circumstances:
  - (1) The jury considers the works you submit to be copies of works by others;
  - (2) It is discovered during the evaluation that you fail to comply with the regulations of this Competition;
  - (3) You provide false materials or violate relevant laws and regulations;
  - (4) The works you submit infringe any legal rights of a third party, including but not limited to intellectual property rights and personality rights.
  - (5) You submit any works or engage in any activities in this Competition that are false, defamatory, tortious, harmful, pornographic, aggressive, bullying, harassing, scandalous, hateful, inciting, threatening, profane, obscene, invading privacy, or otherwise offensive, including, but not limited to, facilitating illegal activities, having obvious sexual descriptions, promoting violence, and any discriminatory or illegal content and behavior that cause or may cause personal property loss or injury, and may result in civil or criminal liability under applicable laws.

### **Article 2 Rules**

#### **1. Expiration Time**

The submission deadline for this Competition is December 31, 2021, at 23:59 (GMT). The data changes of the vlog you submitted will not be counted in the results after the submission deadline to ensure the fairness of this Competition.

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## 2. How to participate in this Competition

Search for HONOR 50 Vlog Challenge or learn more about this Competition via following the official TikTok accounts of HONOR. You can submit your works through the following platform:

TikTok:

- (1) Follow HONOR's official TikTok account @honormalaysia and search for the event #HONOR50duet.
- (2) Choose one of the following ways to participate in the challenge (a) Tap on the button to shoot on the event page and use the event's designated sticker to co-shoot (b) Co-shoot with the official video pinned on the top of the event page.
- (3) Tag @honormalaysia and use #HONOR50duet when posting the video.
- (4) Other smartphone brand elements, logos, and inappropriate content are not allowed.

## 3. Rules of this Competition

- (1) You need to comply with the specific requirements of the Tiktok platform.
- (2) You shall ensure that the works you submit meet the requirements of the entry guide and relevant rules; otherwise you may not be able to participate in the appraisal due to failure in the examination. If the aforementioned regulations must be changed due to unforeseen circumstances, the Organizer will notify the participants as soon as possible (including but not limited to official website announcements). The most recent rules published by the Organizer prevail at that time.

## **Article 3 Intellectual Property and Other Rights and Interests**

1. You should have independent, complete, clear and uncontested copyrights on your works. All works you submit must not be authorized to any organization or individual for commercial use (whether paid or unpaid), and must be your original work without plagiarizing or misappropriating others' works. You should also ensure that the works you submit will not infringe any rights of a third party, including intellectual property rights, right of portrait, right of reputation, and privacy right, etc. All legal liability for any related disputes caused by violation of the above warranties shall be borne by you and the Organizer and the organization parties assume no responsibility. The Organizer has the right to disqualify you for this Competition and require you to return all prizes received from the Organizer and its affiliated companies based on your work, and compensate all losses caused to the Organizer and its affiliated companies.

2. The Organizer has the legal right to use all the works provided in this Competition. By providing a work, you agree to grant the Organizer, its affiliates and the partner any form of commercial use, copy, amendment, publication and promotion free of charge across the globe for a period of one year from the date of submission, including but not limited to any

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other global media and marketing activities, such as online media, print media, printed materials, photo exhibitions, retail stores, roadshows, digital content, and outdoor media, and the authorization of the above rights to use, copy, modify, and publish to third parties for use. Please note that the Organizer will not notify you of that separately when using the work.

3. You agree that not only the works awarded in this Competition may be publicized globally on the Tiktok platform, but also the name, picture or video of the works and the nickname of the author may be displayed on our cooperation channels, including HONOR official website, "HONOR Club", HONOR Global Community and the placement channels of other relevant partners.

#### **Article 4 Responsibilities and Obligations**

1. Once the works are submitted during this Competition, it is deemed that you agree and abide by relevant regulations of this Competition. You shall be liable for settling any disputes arising from your violation of this Agreement, and you shall compensate the Organizer and its affiliates for the losses.

2. You are not allowed to submit any works with the following properties or carry out any activities of the following nature in this Competition: false, defamatory, tortious, harmful, pornographic, aggressive, bullying, harassing, scandalous, hateful, inciting, threatening, profane, obscene, invading privacy or otherwise offensive, including, but not limited to, the promotion of illegal activities, the existence of explicit depictions, the promotion of violence, and any discriminatory, illegal content and behavior that causes or may cause loss or injury to person and property and may give rise to civil or criminal liability under applicable laws.

3. During this Competition, you are not allowed to transfer or authorize your entries to any third party, and you are not allowed to use your entries to participate in other activities that are the same as or similar to this Competition; otherwise, the Organizer has the right to disqualify you for this Competition and award.

4. If you fail or waive the obligation to transfer or authorize the copyright to the Organizer, its affiliates, and the partner, you will be deemed to have voluntarily waived the corresponding awards. If you revoke the copyright transfer or authorization halfway, you are aware of and agree that the Organizer and its affiliates are allowed to keep promotional materials regarding your works and self-introduction as it is difficult to remove them from channels after they are published online or offline.

5. The participants of the works awarded must assist and cooperate with the Organizer to use the works awarded for development, production, sales and other commercial purposes, including but not limited to providing written permission, copyright registration certificates or other ownership certification materials of the works awarded.

6. You agree and confirm that your name, contact phone number, email address, personal ID

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card or passport information, mailing address, and other personal information you provide are valid and can be used by the Organizer to contact you and send out prizes. The Organizer collects and processes your personal information only for the above purposes within the scope permitted by applicable laws according to the HONOR 50 Vlog Challenge Privacy Statement of this Competition.

## **Article 5 Prizes**

### 1. Award of Prizes:

- First prize (1 winner): HONOR MagicBook 14 x 1, HONOR 50 x 1
- Second prize (1 winner): HONOR 50 x 1
- Special prize (5 winners): HONOR Earbuds 2 Lite x 1

(Selection criteria: As of 23:59 (GMT), 31 December 2021, the top two unsponsored participants whose video submissions have the highest total number of likes and comments will win the first and second prizes, respectively. The official team will internally select five other participants whose video is outstanding and award them the special prizes.)

### 2. Prize explanation:

(1) Configuration of prizes: HONOR 50 (6G+128G), HONOR MagicBook 14. All prizes are in random colors.

(2) After the announcement of the winners list, we will contact the winners by private message, and the winners should provide personal information to the official account of the Tiktok platform within 3 days after receiving our message. Please ensure that the personal information you provide is complete and accurate. The Organizer has the right to provide the personal information of the winners to third parties such as logistics companies for the purpose of sending prizes. If the prize fails to be sent out due to incomplete or incorrect personal information of the winner, it shall be deemed that the winner automatically waives the right to win the prize, and the Organizer will not re-deliver the prize.

(3) The Organizer will bear the shipping cost of the prizes delivered in this Competition.

## **Article 6 Breach of Agreement and Indemnification**

1. To the fullest extent permitted by applicable laws, you will defend, indemnify and hold harmless HONOR and/or its affiliates from and against any and all liabilities, damages, costs, litigation fees and attorney fees arising out of or resulting from any claims, litigations or propositions (including any claims arising from negligence) arising from or in connection with the following reasons:

- (1) You breach of this Agreement;
- (2) Any dispute between you and other participants; and/or
- (3) You breach of any applicable laws and regulations.

At Honor's reasonable request, you promise and agree to immediately and completely help

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and cooperate with Honor in defending against the aforementioned claim or request. Honor has the right to defend it at its own expense, and also have full power to deal with matters related to your indemnification.

2. To the fullest extent permitted by applicable laws, your participation in this Competition is at your own risk. Honor's maximum and full liability to you and your only remedy for any and all indemnifications, claims, legal procedures, liabilities, obligations, losses, damages, costs and/or property losses caused by your participation in this Competition under this Agreement is based on the actual losses you have suffered, and whether in contract, tort (including negligence) or otherwise, the indemnification to you shall not exceed the benefits that Honor obtains in accordance with this Agreement. You clearly understand and agree that Honor will not be liable for any loss or damage to internal information, loss of profit, loss of business or goodwill, business interruption, and/or any indirect, incidental, special, derivative or punitive damages (even if Honor has been notified the possibility of such damage).

#### **Article 7 Disclaimer**

1. You acknowledge that the ideas and/or concepts used in other participants' submissions may be similar to those in your submissions. You understand and agree that you will not claim compensation from this Competition Organizer for any such creative and/or conceptual similarity.

2. You use and browse the website at your own risk. Honor or parties, title sponsor, event sponsor and the related parties and partners of Honor involved in the creation, production or delivery of the website shall not be liable for any direct, incidental, consequential, indirect or punitive damage caused by accessing, using, browsing or downloading any materials, data, texts, photos, videos or audio on the website, including but not limited to damage to computer equipment or virus infection, or damage to other property. Save as aforesaid, all contents contained on the website are provided "as is" without warranties of any kind, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

#### **Article 8 Applicable Law and Jurisdiction**

1. Any dispute arising from or in connection with this Agreement shall be resolved through amicable negotiation. If no settlement is achieved through negotiation within 30 days, both parties have the right to file a lawsuit at the court of Futian District, Shenzhen, where this Agreement is signed.

2. Any dispute arising from or in connection with this Agreement shall be governed by the laws of the People's Republic of China, without consideration to the conflict of laws.

#### **Article 9 Miscellaneous**

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1. This Competition does not charge any fees or return any entries. Only electronic submissions are accepted. If the work is not submitted or approved due to the reason on the part of the participant, all losses and consequences shall be borne by the participant.

2. Generally, the Organizer will send the prize within 120 working days after the end of this Competition. Participants are required to provide valid information within the time limit specified by the Organizer. Any participant who fails to provide the information within the specified time limit will be deemed to waive the prize, but this does not affect the right of the Organizer and its affiliated companies to use their works in accordance with this agreement.

3. If the Organizer needs to suspend or cancel this Competition due to unforeseen reasons in technical, safety, business or other areas, we will do what we can to notify you before the suspension or cancellation, including but not limited to announcements or emails.

4. If the Organizer makes adjustments to this Agreement (including material changes, etc.) and such adjustments will have a material impact on your rights and obligations, the Organizer will notify you in an appropriate way. We recommend that you review this Agreement regularly to keep abreast of such adjustments made by HONOR. If you still participate in the "HONOR Vlog Challenge" after the relevant adjustments are released, you will be deemed to agree and accept the relevant adjustments and updates made by the Organizer, and are willing to be bound by these.

5. All materials on HONOR's official website are protected by copyright laws of all countries or regions in the world. Everyone is forbidden to use any of the above materials for commercial purposes in any way (including copying, modifying, uploading, posting, transmitting, distributing, licensing, selling and publishing) except with written permission. If you need to use the information on Honor's official website for purposes other than reasonable personal use, you need to obtain Honor's written consent in advance.

6. Nothing herein shall be construed as establishing a partnership or principal-agent relationship between you and Honor. Neither party shall have the right to incur any liabilities or costs, or enter into any contract or other agreement in the name of or on behalf of the other party.

7. HONOR will not be liable for any failure or delay in fulfilling its obligations hereunder due to events beyond the reasonable control of HONOR. Honor shall have the right to transfer, subcontract or replace its rights and obligations hereunder.

8. If any provision hereof is held to be invalid, illegal or unenforceable by a court or any other competent authority with jurisdiction, such provision shall be deemed to have been deleted from this Agreement, but any other provisions shall survive.

9. If you have any doubts about this Competition, please consult the Organizer.