

The Insiders' HUAWEI P smart Campaign

Terms & Conditions

The Insiders – March 2018

By participating in this campaign, you are registered with The Insiders and you accept these terms and conditions.

Registration

You can apply to participate in The Insiders' HUAWEI P smart campaign via the HUAWEI P smart campaign page on The Insiders website. Applicants must complete the list of questions provided within the entry survey truthfully and in full.

Only one participant per household is permitted for this campaign; in the event of a participant's misuse or provision of false information, or if such is suspected by The Insiders, the participant(s) will be banned from participating in the campaign without warning.

Eligibility for the Campaign

To participate in this campaign you must:

- be aged 18 or over and be resident in the United Kingdom;
- have a SIM card and network access; and
- pay a deposit of £114.50 for the HUAWEI P smart you will receive to review (see section below, entitled 'Deposit').

Selection

Participants will be selected for this campaign based on specific criteria set by both The Insiders and HUAWEI. The Insiders shall select participants and their decision is final and binding. If you are not selected for this particular campaign it will have no bearing on any subsequent applications for, or participation in, other campaigns run by The Insiders or its subsidiaries. This manner of selection has been deemed necessary, as the number of applicants is often far higher than the number of available places.

Campaign Actions

Participants will receive a HUAWEI P smart to review over a five-week live campaign period (hereby referred to as the "campaign"). Participants shall:

1. Use the HUAWEI P smart over the campaign period;
2. Write a review about the HUAWEI P smart which must include the following statement at the very beginning of the review "I received this product as part of a review program in return for an unbiased review" ("**Statement**"). The review must be thorough, accurate and honest and not be influenced by any third party including The Insiders' Online Review Coach;
3. Complete the end survey at the end of the campaign, which is the **only** official place where the Insider can inform The Insiders whether they wish to keep or return their device. (see section below, entitled 'Keeping or Returning the HUAWEI P smart').

4. Once their review has been approved by The Insiders' Online Review Coach, the Insider will be able to post their review on the websites listed on the campaign page.
5. Regardless of any restrictions on word and / or character counts, any posts on social media which reference and / or link to a review, or refers to the Huawei P smart reviewed under this campaign must include the Statement or otherwise discloses such is in relation to a product review program, for example by the use of an appropriate # message, for example #Huaweireviewprogram. The Insider is responsible for ensuring they are permitted to post the review on a website / in any social media, in accordance with the applicable host terms and conditions;

If you fail to comply with the requirements set out in points 2 and 5 above, to the maximum extent permitted by applicable law, you will hold harmless and indemnify Huawei Technologies (UK) Co., Ltd and/or its affiliates from any claim, suit or action arising from or related to such failure.

Please note, you will need to complete the end survey in order to inform The Insiders of whether you want to keep or return the HUAWEI P smart at the end of the campaign. The end survey is the only place in which you can tell The Insiders your decision, and this will be made available online at the end of the campaign (we will also remind you by email). **The end survey must be completed by the date provided.**

Your Review

Your review must comply with the terms and conditions of The Insiders 'User and Privacy Policy' and 'Code of Conduct', and upon submitting your review you will grant both HUAWEI and The Insiders rights in respect of the Online Content (as defined below, in the section "Generated Content").

Timing

The duration of the campaign is available on the website and via the blog posts. Participants will be able to use the HUAWEI P smart during the campaign period as set out on the Campaign page.

The Deposit

To participate in this campaign, you will need to pay a deposit of £114.50 using a valid bank or credit card. The Insiders requires a deposit for campaigns like this where you get the opportunity to try out exclusive and expensive products (in this case the HUAWEI P smart) and to cover the costs in the event of you losing or damaging your HUAWEI P smart, or it is stolen. If you lose your HUAWEI P smart or it is stolen, we shall retain your deposit. If The Insiders deems that your HUAWEI P smart is damaged, we shall deduct any costs of repair from the deposit, including any associated shipping costs.

You will not be required to pay a deposit as part of the application process. Once the application period is closed, The Insiders will make a shortlist of the applicants we feel are most suitably given the required profile for the HUAWEI P smart campaign. An email will then be sent to those shortlisted applicants, containing a link to our payment screen where you may pay the campaign deposit of £114.50 for the HUAWEI P smart. No deposit is required until this stage. The first 250 shortlisted applicants who successfully pay their deposit will be automatically selected to participate in the campaign and will receive a HUAWEI P smart.

Keeping or Returning the HUAWEI P smart

At the end of the campaign, you will have two options:

- To **keep** (purchase) the HUAWEI P smart; we will retain your £114.50 deposit as payment for your purchase of the HUAWEI P smart, at a considerable discount from the RRP of £229.00. The warranty letter you receive from The Insiders as part of the VIP pack will be valid for any

in-warranty claims in respect of the HUAWEI P smart if you decide to keep the HUAWEI P smart;

- To **return** the HUAWEI P smart; whereby you will follow the returns procedure (set out below) and we will return your deposit of £114.50 in full, provided:
 - a) we receive the HUAWEI P smart within the specified timeframe after the campaign; and,
 - b) the HUAWEI P smart is not damaged (see return policy below) whereby if it is, we shall retain your deposit of £114.50.

Returning your deposit: Debit / credit card details must be completed correctly and in full upon registration. After the campaign your debit / credit card details will be erased.

Privacy

All your personal information will be treated with the utmost confidentiality and in accordance with The Insiders' privacy policy. The Insiders will share your Insiders identification number; a copy of your review; copies of all your posts of the review on websites and in social media which include and / or reference your review, with HUAWEI, its affiliates and their respective authorised agents so that they can monitor, analyse and review the Online Content for marketing and internal auditing purposes. HUAWEI shall process your personal data in accordance with HUAWEI's Privacy Policy <https://consumer.huawei.com/uk/legal/privacy-policy/>

If you are not selected, we will remove all your debit / credit card details from the system immediately.

Looking after your HUAWEI P smart

It is the participant's responsibility to keep their HUAWEI P smart clean and in good working order whilst it is in their possession. The participant should not, under any circumstances, sell - or attempt to sell – the HUAWEI P smart during the period of the campaign. In the event you breach this requirement and The Insiders **will not** return your deposit of £114.50.

Returning the HUAWEI P smart

When the campaign ends, if you chose to return the HUAWEI P smart, you must follow the process specified below:

- Fill out the end survey and confirm your intention to return the HUAWEI P smart. The end survey will be available on The Insiders' website and communicated via email at the end of the campaign by The Insiders.
- You will then receive instructions about how to return the HUAWEI P smart free of charge. The instructions will be provided by The Insiders at the end of the campaign once all of the end surveys have been collated.
- Ensure that the HUAWEI P smart is returned undamaged, clean and complete in the original packaging (including the box, inside packaging, any accessories and The Insiders box).

If your HUAWEI P smart is returned through a method different to the method required in the instructions, this will be at your expense and your risk. If you do not follow The Insiders return instructions and your HUAWEI P smart is lost, stolen or damaged, then you will be liable and The Insiders will not return your deposit of £114.50.

General Terms & Conditions

The Insiders and / or HUAWEI is not responsible for technical or other problems with this campaign arising from it or caused by elements that cannot be controlled by either The Insiders or HUAWEI. It is the responsibility of each individual participant to ensure that the device is kept in good working condition.

The Grapevine, trading under the name "The Insiders" and / or HUAWEI, cannot be held liable for direct, indirect or incidental damage resulting from use of the website or information obtained via the website.

The Insiders and / or HUAWEI cannot be held liable in any way whatsoever for potential damage incurred by the registered member as a result of using the product or service during the campaign.

HUAWEI's liability under this campaign is limited to liability for the HUAWEI P smart you receive in order to participate in this campaign which is subject to the limited warranty provided and you observing the user instructions and / or complying strictly with the instruction leaflet included with the HUAWEI P smart.

The website, as well as the content of its texts, images, graphics, sound files, animations, video recordings, data organisation and databases which may have been included (i.e. the information) remain the intellectual property of The Insiders. The information is protected under the Act of 30 June 1994 covering its copyright and related rights, and by the entirety of the regulations applicable to intellectual property.

You have the right to consult the information on the website for private and personal use and / or to download it. Any other use including but not limited to the reproduction, dissemination, making available to the public and / or re-use in any form, in whole or in part, temporarily or permanently, of the site or the details of The Insiders is strictly forbidden without the prior written permission of The Insiders.

Generated content

When participating in this campaign you will have the opportunity to demonstrate your ambassador activity by posting content online about HUAWEI and HUAWEI's P smart which includes but is not limited to images, videos, reviews, testimonials, posts, tweets and all other media formats (hereafter called "the Online Content"). By participating in this campaign, you agree that both HUAWEI and The Insiders can use or utilise all or any of the Online Content in marketing activities (which includes but is not limited to all and any media including printed publications, presentations, promotional materials, in the advertising of the party's goods or services or on the party's websites) whether for or related to this campaign, or for or related to any other marketing activities whatsoever throughout the world and free of charge and you hereby waive any intellectual property rights, to include but not limited to, copyright of the Online Content. There is no time limit for this, and the Online Content can be used by HUAWEI and The Insiders indefinitely.

If any provision of these terms and conditions 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.

All legal relationships arising because or in connection with these terms and conditions and the campaign are subject to the laws of England and Wales.