

TERMS AND CONDITIONS NOKIA CONTEST

Following terms and conditions (the “**Terms and Conditions**”) shall apply to the Nokia Slogan contest (the “**Contest**”) detailed below. For the purposes of these Terms and Conditions, the term Organizer, when used with reference to a legal entity, shall mean HMD Mobile India Private Limited (“**Organizer**”).

1. The Nokia Slogan Contest shall run from **31st July 2021** until **14th August 2021** (“**Contest Period**”). All Entries must be received **14th August 2021 11:59PM IST**. Organizer can curtail or extend the Contest Period, as it deems necessary.
2. Winner will be announced and informed on **21st August 2021** via the email id provided by the Participant in the Survey. Organizer may postpone/prepone the announcement of the Winners at its discretion without any prior announcement.
3. Only individual legal residents of India who meet the following eligibility criteria shall be eligible to participate in the Contest (“**Participant**”):
 - i. Participant must be at least 18 years of age as on **31st July 2021**.
 - ii. Participant must not be an employee of the Organizer or any entity related to the Organizer at the time of Contest.
 - iii. Participant must not be involved in any part of execution or administration of the Contest.
 - iv. The Contest is void outside of India and wherever else prohibited by law.
 - v. The Participant must be a registered user of Community <https://community.phones.nokia.com/categories/india> (“**Platform**”) and must submit their Entries only on the Platform for the Entries to be valid. Entries submitted on any other platform or otherwise will not be valid and shall not be eligible for the Contest. Platforms are not responsible for this Contest in any manner and disclaims all liability in relation to the same.
 - vi. It is clarified that immediate family members (parent, sibling, spouse/domestic partner, child) or household member of any employee of the Organizer may participate but will not be eligible to be declared winners or for any prizes or benefits under this Contest.
4. By participating, the Participant agree to be fully unconditionally bound by these Terms and Conditions specified herein, and the Participant represent and warrant that he/she meets the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Organizer, as final and binding as it relates to the content.
5. It is hereby clarified that any Entry which is on any social media platform other than the Platform, and on any other website will not be valid and will not be eligible for the benefits

under this Contest.

6. There is no entry fee to enter this Contest.
7. In order to be eligible to participate in the Contest Participant must:
 - i. have completed the applicable Research Survey questionnaire via google forms <https://forms.gle/Qj3VuoDXGeEqTy3LA> available on the Platform (“Survey”) within the specified time frame;
 - ii. have answered all questions marked as required in the Survey;
 - iii. only have completed the Survey once and
 - iv. have completed the following sentence with an original slogan where specified in the Survey;

I Loved, Trusted and Kept my Nokia device for a long time, because.....

(Hereinafter referred to as “Entry”)

8. Submission of a completed Survey with a relevant slogan shall be deemed as Participation in this Contest. Participation in the Contest shall be construed as an acceptance of the Terms and Conditions stipulated herein. Any breach or default by a Participant of any of the Terms and Conditions herein shall result in immediate disqualification without notice.
9. The Entry must fulfill all Contest requirements, as specified, to be eligible to win a Benefit. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Organizer.
10. If any Participant submits more than one Entry in respect of this Contest, each shall be considered as a Multiple Entry. In case of Multiple Entries, the Organizers shall have the right to consider, reject or disqualify any or all multiple entries submitted by any Participant.
11. Participant may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If Participant uses fraudulent methods or otherwise attempt to circumvent the rules, Participant’s submission may be removed from eligibility at the sole discretion of Organizer.
12. Only original slogans by the Participant themselves should be shared for the Contest (“Original Content”). The Original Content shared by the Participant to enter the Contest shall not be submitted for any other contest. Original Content that has won previous awards will not be accepted as a valid Entry.
13. Original Content that includes inappropriate and/or offensive content, including provocative nudity, violence, human rights and/or environmental violation, and/or any other contents

deemed to be contrary to the law, religious, cultural & moral traditions and practices are strictly prohibited and will be immediately discarded.

14. One Entry shall be selected as a Winner of this Contest and the winner shall receive a **Nokia G20 (“Benefit(s)” or “Benefit”)**. The Organizer will arrange for the shipment of the Benefit. Winners will be informed of details via the email id provided by the Participant in the Survey.
15. The specifics of the Benefit(s) shall be solely determined by the Organizer. No cash or other Benefit(s) substitution permitted except at Organizer's discretion. The Benefit is nontransferable and cannot be clubbed with the Benefit(s) under any other Contest, offer or Contest organized by the Organizer. Any and all Benefit related expenses, including without limitation any and all taxes shall be the sole responsibility of the winner. No substitution of the Benefit or transfer/assignment of the Benefit to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Organizer to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. The odds of winning depend on the number of eligible entries received.
16. Each Participant must ensure that his/her participation in the Contest is in accordance with all applicable laws including being in accordance with Platforms and the Forum’s rules and policies at all times. The Participant will ensure that any materials or content uploaded by them is original and not unlawful and not a violation of any third party’s intellectual property rights. The Organizer shall not be responsible in any manner for any matters pertaining to violation of any third party’s intellectual property rights. The Platform is not responsible in any manner for this Contest.
17. Where the original content shared by the Participants includes a person(s) then the Participant is required to obtain requisite consents from the person(s) prior to submitting such content to the Contest. Organizer shall not be responsible for any matters/disputes of such nature arising out of the Original Content entered into the Contest by the Participant.
18. Disclaimer: Winner of the Contest will be selected in a random drawing from amongst the Entries to the Contest on the basis of creativity, originality and relevance under the supervision of the Organizer. Organizer shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within seventy-two (72) hours from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, Benefit may be forfeited and an alternate winner may be selected by the Organizer at its discretion.
19. Any violation of these Terms and conditions by any Participant or winner (at organizer's sole discretion) will result in such winner's disqualification as winner of the contest and all privileges as winner will be immediately terminated.
20. The Organizer reserves the right to judge Winners based on criteria agreed upon by the

Organizers of the Contest. Entries will be evaluated on the basis of T&Cs and the creativity involved in the submitted materials. Winners shall be picked based on the quality of their Entries. The decision of the Organizer in relation to the Winner(s) will be final and as determined by the Organizer, and all other matters relating to the Contest shall be final and binding on all Participants, and no review or correspondence shall be entertained in this regard.

21. The Winner will be required to provide to the Organizer or any third party it nominates to issue and manage the Benefit(s) within a period of seventy-two (72) hours of being requested for the required, the following information:
 - i. Complete name,
 - ii. Age,
 - iii. Phone number;
 - iv. residential address;
 - v. any other required details/documents
22. If the Winner does not respond to the Organizer's intimation of the Participant being selected as a winner within the specified period of time from such communication, or is not able or available to accept the Benefit(s) for any reason or refuses to participate in any activities concerning the Benefit(s) to the satisfaction of the Organizer or for any reason which is beyond the Organizer's reasonable control, then the Organizer may at its discretion award the Benefit(s) to another Participant or cancel the Benefit(s) entirely.
23. By entering this Contest, you understand that Organizer may without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
24. Any personal data relating to the winner or any other entrants or relating to this Contest shall be processed and be used solely in accordance with current data protection legislation and the with [HMD Privacy Policy](#).
25. In addition to these Terms and Conditions, other specific terms may be imposed by the Organizer any time to deal with any unforeseen situation. The Organizer also reserves the right to change the Terms and Conditions contained herein and, or, any other rules and regulations in respect to the Contest at any time without any notice, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be displayed on-line or intimated separately as the Organizer considers fit.
26. The Organizer also reserves the right to cancel, terminate, modify or suspend, withdraw or discontinue with the Contest at any stage without any liability whatsoever to the Participant and, or, anyone.

- 27.** The Contest shall be governed by and construed in accordance with the laws of India. Any disputes, differences and, or, any other matters in relation to and arising out of the Contest and, or, pertaining to the Terms and Conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Organizer. The venue of arbitration shall be New Delhi. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.
- 28.** Subject to any applicable law: (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Organizer including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any Contest, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, prizes or awards acquired or obtained through the Contest or any transactions effected through the Contest; (b) The Participant expressly agrees that his/her participation in the Contest offered by Organizer is at the Participant's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Contest shall be construed to mean the giving of any warranty of any kind by the Organizer.
- 29.** Nothing in the Contest shall affect any intellectual property rights of the Organizer in any product or service, which may be the subject matter of the Contest.
- 30.** The Organizer will not accept any liability or responsibility for any damage, loss, injury or disappointment suffered by any Participant as a result of entering the Contest or accepting any benefit(s).
- 31.** The Participant undertakes to indemnify and keep the Organizer and its representatives harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by the Organizer due to breach of any Terms and Conditions contained herein by the Participant and/or infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right of a third party by the Participant and, or, arising from participation in the Contest.
- 32.** By entering you agree to release and hold harmless Organizer and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v)

electronic or human error which may occur in the administration of the Promotion or the processing of entries.

- 33.** Any attempt by a Participant to deliberately damage any website, post unlawful or infringing material or undermine the legitimate operation of the Contest is a violation of Criminal and Civil Laws, and should such an attempt be made, the Organizer reserves the right to seek damages from any such Participant to the fullest extent permitted by law.
- 34.** The Organizer may assign any or all of its rights under these Terms and Conditions to its Affiliates without the consent of the Participants.
- 35.** An 'Affiliate' means any legal entity owned or controlled by the Organizer, which owns or controls the Organizer, or which is under common ownership or control with the Organizer. The term 'ownership' means more than 50% direct or indirect ownership/shareholding and the term 'control' means direct or indirect control of the management or the board of directors.