

TERMS & CONDITIONS The #NeverMissABeat Contest

Following terms and conditions (the “**Terms and Conditions**”) shall apply to the **#NeverMissABeat contest** (or “**Competition**”) 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 Pvt Ltd.** (“Organizer”)

1. The **#NeverMissABeat** contest shall run from 12 Noon IST on 24 June 2019 till 4:00 PM IST on 22 July 2020 (“**the Competition Period**”).

2. Organizer can curtail or extend the Competition Period, as it deems necessary.

3. Only Individual Legal residents of India who meet the following eligibility criteria shall only be eligible to participate in the Competition (“**Participant**”).

a) Participant must be at least 18 years of age as on 1st January 2020.

b) Participant must not be an employee of Organizer or any entity related to the Organizer at the time of Competition

c) Participant must not be involved in any part of execution or administration of the Competition

d) The Competition is void outside of India and wherever else prohibited by law.

e) The Participant must be a registered user of www.Facebook.com, www.twitter.com and www.instagram.com (“**Select Social Media Platforms**”), and community.phones.nokia.com (“Nokia Phones Community Forum”, or “the Forum”) and must submit their entries only on the Select Social Media Platforms or on the Nokia Phones Community Forum. Entries submitted on any other platform or otherwise will not be valid.

f) 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 Competition.

g) The Participant must like/follow Nokia Mobile India handles on Facebook, Twitter and Instagram in order to qualify for the contest.

4. The objective for each Participant in this Competition is to submit an answer in written form to the question “**What do you do to #NeverMissABeat?**” on the Forum as comments on the official discussion thread, or as comments under the official competition post on the Nokia mobile India official social media handles on the Select Social Media Platforms using #NeverMissABeat.

a) Entries will then be evaluated based on the T&Cs and the creativity involved in the submitted materials.

b) The Organizer reserves the right to judge Winners based on criteria agreed upon by the Organizers of the Competition.

c) Winners will be announced on 03 August 2020 via the Select Social Media Platforms and the Forum.

5. It is hereby clarified that any entry which is on any social media platform other than the Select Social Media Platform, and on any other website other than the Nokia Phones Community Forum will not be valid and will not be eligible for the benefits under this Competition.

6. Only one entry per Participant shall be considered for the purposes of each challenge in this Competition. If any Participant submits more than one entry in respect of the same challenge in this competition, 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.
7. Up to 20 Winners will be chosen for this competition. Each winner will receive a Nokia 5310 phone (Benefit(s)). The Organizer will arrange for the shipment of the phone. Winners will be informed of details via Direct Message. Select winning entries may be showcased on the official Nokia mobile India social media profiles.
8. Winners shall be picked based on the quality of their entries. The Organizer may appoint Panelist/Judges/Third Party to review all contest entries and shortlist the entities for deciding the Winners in this Competition. 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 Competition shall be final and binding on all Participants, and no review or correspondence shall be entertained in this regard.
10. No participation or other fee is required to be paid for participating in this Competition.
11. Each Participant must ensure that his/her participation in the competition is in accordance with all applicable laws including being in accordance with Select Social Media Platforms and the Forum's rules and policies at all times. The Participant will ensure that any materials or content uploaded /posted by them is original and not unlawful and not a violation of any third party's intellectual property rights. The Select Social Media Platforms are not responsible in any manner for this Competition.
12. The Winner agrees to the use of his/her name and image, social media handle in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current data protection legislation and the Privacy Policy of the Organizer as available on its website.
13. 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 Competition or accepting any benefit(s).
14. The Benefit(s) under this Competition are non-transferable and cannot be clubbed with the benefits under any other Contest, Offer or Competition organized by the Organizer. The Benefit(s) under this Competition cannot be exchanged for cash or kind, and no such requests will be entertained.
15. All other costs, taxes if any, including insurance and incidental costs that may be levied or incurred on the Benefit(s) shall be fully borne by the Winner/selected Participant.
16. 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 competition, 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 competition or any transactions effected through the competition; (b) The Participant expressly agrees that his/her participation in the competition 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 competition shall be construed to mean the giving of any warranty of any kind by the Organizer.

17. Nothing in the competition shall affect any intellectual property rights of the Organizer in any product or service, which may be the subject matter of the competition.

18. The competition 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 competition 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.

19. 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 competition.

20. 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 competition 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.

21. The Organizer also reserves the right to withdraw or discontinue with the competition at any stage without any liability whatsoever to the Participant and, or, anyone.

22. Any attempt by a Participant to deliberately damage any website, post unlawful or infringing material or undermine the legitimate operation of the competition 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.

23. Submission of eligible Entry shall be deemed as Participation in this Competition. Participation in the competition 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.

24. The Organizer may assign any or all of its rights under these Terms and Conditions to its Affiliates without the consent of the Participants.

25. 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.