

TERMS AND CONDITIONS

1. Introduction

- 1.1 This **ICBC Top Spender Rewards Promotion** (“Contest”) is co-organised by Industrial and Commercial Bank of China (Malaysia) Berhad (“ICBC”), UnionPay International Co., Ltd (“Union Pay”) and Huawei Services (Hong Kong) Co., Limited (“Huawei”) (collectively as “we”, “our” or “us”).
- 1.2 This Contest will run from 12th December 2020, 12:00AM (GMT+8) to 12th March 2021, 11:59PM (GMT+8) (“Contest Period”).
- 1.3 We reserves the rights to shorten or extend the Contest Period at any time with 3 days prior notice to customer via any communication channels that we deemed fit.

2. Eligibility

- 2.1 This Contest is only open to individuals who are cardholders of a valid ICBC UnionPay Dual Currency Credit Card (“Card”) issued by **Industrial and Commercial Bank of China (Malaysia) Berhad** (“Card Account”) (“Customer(s”).
- 2.2 Customer must be aged 18 years old and above as of 12th December 2020.
- 2.3 Customer must have downloaded and installed the Huawei Wallet app from Huawei AppGallery during the Contest Period.
- 2.4 Customer must be registered for Huawei Pay services of Huawei Wallet app using the Card during the Contest Period.
- 2.5 Customer must have spent a minimum of RM500.00 using the Card via Huawei Pay within a Month (as defined below) during the Contest Period to be eligible to enter the Contest.
- 2.6 The period of each Month will be divided as follows: -

1 st Month	From 12 nd December 2020 to 11 st January 2021
2 nd Month	From 12 nd January 2021 to 11 st February 2021
3 rd Month	From 12 nd February 2021 to 12 nd March 2021

- 2.7 The Card must be issued in Malaysia and be one (1) of the following credit cards as issued by **Industrial and Commercial Bank of China (Malaysia) Berhad** (“ICBC”):-

- a) ICBC UnionPay Dual Currency Credit Card

3. Contest Mechanism

- 3.1 Top three (3) Customers who spent the highest accumulated value of transactions using the Card via Huawei Pay with minimum spending of RM 500 in each Month during the Contest Period will be eligible to win Prize(s) as follows: -

- a) 1st Prize: Customer who spent most payments for the Month will win one (1) unit of **Huawei P40**
 - b) 2nd Prize: Customer who spent 2nd most payments for the Month will win one (1) unit of **Huawei Freebuds 3**
 - c) 3rd Prize: Customer who spent 3rd most payments for the Month will win one (1) unit of **Huawei Watch GT 2e**
- 3.2 In the event that 2 or more Customers spent the same amount of highest accumulated value of transactions for the Month, the Customer who first achieved the said most payments for the Month will win the Prize or the higher Prize.
- 3.3 Any qualified payments for Card and winners of Prize will be subject to the data and confirmation of ICBC and ICBC's decisions will be final. No appeal or correspondence will be entertained.
- 3.4 Only payments of the principal Card will be considered. Payment of supplementary Card will not be considered.
- 3.5 Each Customer of the same identity card (NRIC) or passport number is allowed to win a maximum of one (1) Prize only for each month.
- 3.6 If any information submitted is found to be incomplete, misleading or inaccurate, the Customer will be disqualified from winning the Prize automatically.
- 3.7 We reserves the rights to change the Prizes with prizes of similar value without prior notification at its sole and absolute discretion. Decisions by us will be final and no appeals will be entertained.
- 3.8 All Prizes are not exchangeable for cash or item, and are non-transferable.

Prize Winners Announcement

3.9 All winners of Prize will be announced on ICBC Official Website <http://malaysia.icbc.com.cn> & Huawei Mobile Services Facebook <https://www.facebook.com/HuaweiMobileServicesAPAC> on every 1ST Of the month ("**Winner Announcement**").

Prizes Collection /Redemption Method

3.10 The winners of Prize will receive a call or a notification email from Huawei within fourteen (14) days from the date of Winner Announcement to inform about the requirements for Prize collection and the request for proof of purchase of LD Huawei Product for verification purpose ("**Notification Email**"). The winners of Prize are required to reply to the Notification Email within seven (7) days from the date of Notification Email by submitting (i) a copy of their NRIC or passport (ii) a valid delivery address in Malaysia; and (iii) a prize redemption letter duly completed and signed by

the winner. In the event that the winner fails to reply to the Notification Email within seven (7) days from the date of Notification Email with all the information/documents required, the Prize won will be forfeited automatically and it will thereafter be deemed to have lapsed unconditionally and irrevocably.

- 3.11 We or distributor/agent designated by us will contact the winner of Prize regarding the delivery of the Prize. Winners of Prize will be required and is responsible to make the necessary arrangements with the designated distributor/agent (as notified by us) to collect or redeem his/her Prize. We will not bear any accommodation and/or transportation and/or other cost that the winners may incur or have to incur in the course of redeeming or using the Prizes. Winner may be required by the designated distributor/agent to take a photo with the Prize as proof of collection. Collection/delivery of Prize must be within Malaysia only.
- 3.12 We reserves the right to disqualify, cancel or withdraw any winner of Prize in the case where there is any inconsistency in the details submitted.
- 3.13 Any Prize unclaimed within **One Month after announcement** will be forfeited and deemed to have lapsed unconditionally and irrevocably. The winner with Prize that has been forfeited or unclaimed is not entitled to any payment or compensation from us, notwithstanding non-receipt of notification that he is a winner.

Each month	Announcement date	Prize redemption period
1 st Month	1 st February 2021	From 1 st February 2021 to 28 th February 2021
2 nd Month	1 st March 2021	From 1 st March 2021 to 31 st March 2021
3 rd Month	1 st April 2021	From 1 st April 2021 to 30 th April 2021

- 3.14 All Prizes under this Contest is not covered by warranty.
- 3.15 All Prizes under this Contest is not exchangeable for cash or other items, and are non-transferable.

4. General

- 4.1 The Customer agrees and provides consent for the use of any Personal Data as provided by the Customer for the purpose of participation in this Contest in line with the Personal Data Protection Act 2010, to the extent that any personal data provided shall only be processed and be used by for Huawei for lawful purpose directly related to the running of this Contest including but not limited to the purposes of promotional events, advertising, marketing and any administrative matters to facilitate the management and organizing of this Contest.
- 4.2 By providing the personal data, you indicate that you have read, understood and agreed to be bound by ICBC Credit Card Policy stated at <http://malaysia.icbc.com.cn> , Huawei's Privacy Policy stated at <https://consumer.huawei.com/my/legal/privacy-policy>.

You agree that we and/or our service providers may contact you by telephone, email or such other method in connection with this Promotion.

- 4.3 Recipient of any prize or gift under this Contest may be required to participate in a photo taking session during the issuance of the prizes or gift as collection proof upon collecting the prize or gift.
- 4.4 In the event any prizes or gift are being awarded to the Customer having provided false or mistaken identity or information, we shall have the right to revoke the Customer's eligibility for the said prizes or gift.
- 4.5 All prize and gift images are for reference only. Prizes and gifts shown and/or represented for the running of this Contest shall be subjected to availability. Prizes and gifts given are non-refundable.
- 4.6 Recipients of prize and gift shall not substitute any prize or gift won or exchange the said prize or gift for money. We reserve all rights to substitute any prizes or gifts (or their component, if applicable) with one of equal or greater value. We are responsible only for the delivery of the prizes or gifts and is not responsible for the condition, quality and fitness of the said prizes or gifts. Any imposition of taxes, fees, and any other costs associated with the acceptance and use of the prizes or gifts are the sole responsibility of the recipients.
- 4.7 By participating in the Contest, Customers agree to be bound by this Terms and Conditions and our decisions are final and binding. No correspondence or appeals will be entertained. We reserves the right to the final and ultimate interpretation of this Contest.
- 4.8 In accepting the prizes or gifts, the winners of the prizes or gifts agree to participate and cooperate as required in all editorial activities relating to the Contest. The winners of the prizes or gifts agree to grant us a perpetual and non-exclusive license to use such footage and photographs, voice, biographical information and/or statements, at any time or times, in all media types worldwide for advertising, trade, publicity and promotional purposes and the said winners will not be entitled to any fee for such use.
- 4.9 We assume no responsibility for late entries due to any reasons including, but not limited to, network transmission failure.
- 4.10 We shall not be responsible for any losses or damages directly or indirectly incurred by any party including the Customer in connection or arising from acts or omissions or in any way related to this Contest or to the nature/consumption of the prizes, gifts or vouchers.
- 4.11 The Customer agrees to discharge and release us from any liabilities and claims (including from breach of contract, tort, negligence or any other cause of actions at law or equity) arising out of or in any way connected to this Contest or to the Customer's entry in the Contest or to the nature/consumption of the prizes, gifts or vouchers.
- 4.12 The Customer further agrees to discharge and release any third party which is related to and connected with this Contest, including our affiliates from any liabilities and claims (including from breach of contract, tort, negligence or any other cause of actions at law or equity) arising out of or in any way connected to this Contest or to the

Customer's entry in the Contest or to the nature/consumption of the prizes, gifts or vouchers.

- 4.13 By entering into this Contest, the Customer agrees to indemnify and hold us and our group of companies, our officers, directors, shareholders, predecessors, successors in title, employees, agents and representatives harmless from any claims, losses, damages, liability, claims or expenses (including any legal fees), suffered or incurred by us due to or in any way arising from this Contest.
- 4.14 If Customers are discovered to be using or have used improper means to participate in this Contest, we reserves the right to cancel the eligibility without notice including without hesitation, the commencement of legal proceedings under the full extent of the applicable laws.
- 4.15 Customers shall accept the prizes, gifts or vouchers under this Contest as they are. Huawei makes no representation, warranty or undertaking as to any implied terms and conditions with respect to the prizes, gifts or vouchers under this Contest. Huawei assumes no liability or responsibility in respect to defect or deficiency of the prizes, gifts or vouchers or the nature/consumption of the prizes, gifts or vouchers and will not entertain any direct correspondence with anyone in this regard.
- 4.16 This Contest and the Terms and Conditions herein shall be governed by the laws of Malaysia.
- 4.17 Credit card is not protected by Perbadanan Insurans Deposit Malaysia ("PIDM")