

## **Xiaomi Bunny Design Contest – Terms & Conditions**

The Xiaomi Bunny Design Contest (“Campaign”) is organized by Xiaomi H.K. Limited, a company incorporated in Hong Kong with company number [1439251], having its registered office at Unit 1310A, 13/F, Cable TV Tower, No. 9 Hoi Shing Road, Tsuen Wan, N.T. Hong Kong (“Organizer”). This Contest is applicable for Mi Community users (“User”) within the Philippines. Please read the Terms & Conditions carefully to fully understand the contest and acknowledge that you agree to be legally bound by these Terms & Conditions.

### **1. Introduction**

- 1.1 The Campaign will be held in Mi Community Philippines.
- 1.2 We reserve the right to cancel or amend these Terms and Conditions without notice.
- 1.3 Entry into the Campaign will be deemed as acceptance of all of these Terms and Conditions.

### **2. Eligibility and Entry Restrictions**

2.1 To be eligible to enter a Campaign:

- (a) The Campaign is open to all Filipino Citizens of 18 years old and above (during Campaign Period) with Filipino Identity Card (hereinafter, the "**Participant**").
- (b) Organizer’s employee, officer or agent, or an employee, officer or agent of any person or organisation involved in the running of the Campaign, and their family members may not participate in the Campaign.
- (c) Participants must have a genuine account in Mi Community (<https://c.mi.com/ph>) as part of the entry process.

2.2 The Participant must be able to demonstrate, at the request of the Organizer, and within a reasonable period of time, that they meet the necessary requirement specified in these Terms and Conditions to participate in the Campaign before they participate and/or at any time during the duration of the Campaign. Any insufficient, inaccurate or erroneous information demonstrated by the Participant shall not be accepted in the Campaign and the Organizer may accordingly disqualify the Participant at any time during or after the Term or withdraw the prize if it has been awarded.

### **3. Participation Mechanism and Duration**

3.1 Participation mechanism are stated as below:

- a) Users download the guideline & template from the link provided in our website (<https://c.mi.com/ph>)
- b) The design shall be posted on the comment section of the Campaign thread.

3.2 Unless otherwise stated or modified on our website (<https://c.mi.com/ph>) and/or social media channels, the Campaign times and dates are set to as below:

Submission period: 21st June 2021 5:00 PM to 14th July 2021 23:59

Voting Period: 15th July 2021 00:00 to 17th July 2021 23:59

3.3 Any entries received before the opening or after the closing of the Campaign specific period will be invalid and will not be entered into the voting period.

3.4 The Organizer is not responsible for any technical problems or other unforeseeable situation that may cause the Participant’s submitting not received, nor for the costs that may arise therefrom.

## 4. Winner Selection

4.1 Winners will be selected by two stages:

a) First Stage: Selection of 3 most popular entries by Xiaomi Philippines

b) Second Stage: 50% from poll votes by Mi Community Members and 50% from Xiaomi Philippines and Mi Community Global

4.2 If a Participant does not meet the eligibility requirements or is subject to any entry restrictions, violate the originality requirement in the Terms and Conditions that entrant shall not be entitled to be adjudged a winner, and will not be entitled to a prize in any circumstances.

4.3 The decision in respect of all matters to do with the Campaign will be final and no correspondence will be entered into.

## 5. Winners and Prizes

5.1 Campaign prizes for this Campaign are stated as below:

Prizes: Mi Air Purifier 3H, Mi Air Fryer , Mi Bunny Toys and Xiaomi x PUBG Shirt

5.2 Prize winners will be notified of the Campaign result by email (if address is asked for/provided) or by direct message on social media during 30 days following the closing date of the Campaign, and will receive their prizes not more than 60 days after the Winner Publish Period.

5.3 Reasonable efforts will be made to contact the prize winner for 14 days after the Winner Announcement Period but if the winner fails to respond to our notification attempts within this time or provide an address for delivery of the prize or fails to meet any of the eligibility and Originality requirements or is otherwise unable to comply with the Campaign Terms and Conditions, we reserve the right to disqualify that Participant and offer the prize to the next eligible Participant.

5.4 The results will be announced on our website ([c.mi.com/ph](https://c.mi.com/ph)) within the Winner Announcement Period. The announcement may include the name and photograph and prize details of each prize winner.

5.5 No cash alternative to the prizes will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

## 6. Copyright and moral rights

6.1 You warrant that you created your Campaign entries, that you own all of the copyright in those entries, and that our use of the entries in accordance with these rules will not infringe any person's intellectual property rights or other legal rights.

6.2 You agree that your entries not plagiarize, copy, remix, mix, reverse engineer, reuse, and reproduce any other Intellectual Property right owner's works or have obtained or their permission or authorization to use their works. The works including but not limited to, designs, metadata, text, photographic works, pictorial representations, graphics, photographs, logos, buttons, icons, images, audio files, videos, directories, sounds, listings, digital downloads, code, processes, documents, data compilations, databases, software, 3D Data, interactions, experiences, illustrations, lyrics, and images.

6.3 You agreed to grant Xiaomi and its affiliates an exclusive, worldwide, royalty-free, perpetual and irrevocable licence to use, reproduce, distribute, publish, transmit, display, alter, modify, edit, change and retain your Campaign entries.

## 8. Publicity

8.1 We may undertake publicity activities relating to Campaign and prize awards. The winner therefore agrees to the use of their name, photograph and disclosure of town or region of residence in any post-prize-winning publicity and prize details.

8.2 Entries of Campaign winners will be uploaded to Mi Wear APP for public usage.

8.3 Organizer reserves the right to do the publicity in any mass media or marketing materials for advertising and publicity purposes without payment or compensation.

8.4 All other personal details collected as part of the Campaign will be used in conjunction with our Privacy Policy.

## 9. Personal Data

9.1 The Participant in the Campaign agrees to provide the Organizer with the collection of the following personal data: Mi ID number, name and surname, residence, phone number and email address for the sole purpose of organizing and conducting the Campaign.

9.2 Personal data will be kept for the time necessary to guarantee the Participant the exercise of their rights and actions in relation to the Campaign. The Organizer shall only collect and store the above information to: (a) comply with Organizer's obligations under law; and (b) conduct the Campaign and deliver the prize in accordance with these Terms and Conditions. The Organizer assumes or undertakes no liability for any loss or damage suffered as a result of the use or misuse of non-requested information the Participant submitted.

9.3 If the Participant has any concerns about the data management practice outlined in the Privacy Policy (<https://www.mi.com>).

## 10. Liability and Indemnification

10.1 The Participant is entirely responsible for any breach of the obligations under

(i) The Terms and Conditions; and

(ii) Any applicable law or regulation in the relevant jurisdictions, including the jurisdiction where you are a resident or from where you are participating in the Campaign.

10.2 The Participant shall be entirely and exclusively responsible for the entries, contents, messages and/or comments that they incorporate or communicate through the Mi community in relation to this Campaign. In this sense, each Participant will be responsible in any case for any claim related, directly or indirectly, to the violation of the rights of Intellectual Property, data protection, honor, privacy and any other right owned by a third party that may have been violated by reason of entries, contents, messages and/or comments submitted to and participating in the Campaign and keep the Organizer harmless from any liability arising from such violations.

10.3 Each of the Participants hereby agrees to release and hold harmless Organizer, its employees, agents and representatives against any and/or all losses, damages, rights, claims and actions of any kind in connection with the Campaign (including resulting from acceptance, possession, use or misuse of any prizes).

## 11. Miscellaneous

11.1 Participation in the Campaign constitutes the Participant's unconditional agreement to and acceptance of these Terms and Conditions. Each Participant therefore agrees to be bound by and abide to these Terms and Conditions including any amendments, modifications and/or interpretation thereof.

11.2 Organizer's failure to enforce any of these Terms and Conditions shall not constitute a waiver of that provision.

11.3 If any of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such Terms and Conditions shall not affect the other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.