

Huawei InFocus Awards

Terms and Conditions

1. General terms and conditions

- 1.1. This document, together with Appendixes 1-3 (the “**Terms and Conditions**”) provides general terms and conditions of the photography contest organized under name Huawei InFocus Awards (the “**Contest**”).
- 1.2. The Contest is organized by Huawei Polska sp. z o.o. with its registered office in Warsaw, address: ul. Domaniewska 39A, 02-672 Warsaw, Poland, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under number KRS 0000221936, NIP: 5262800201, share capital of PLN 17,000,000 (“**Huawei Polska**”).
- 1.3. Huawei Polska does not charge any fees for participation in the Contest and does not return any submissions. Huawei Polska accepts electronic submissions only.
- 1.4. Huawei Polska is the sponsor of all Prizes awarded in the Contest.
- 1.5. The Contest starts on **24 June 2019** at 10:00 AM (Central European Summer Time, “**CEST**”) and lasts to **8 September 2019** at 11:59 PM (CEST).
- 1.6. Photos submitted to the Contest may be taken within the territory of the Republic of Poland and abroad.
- 1.7. The Contest is governed by the laws of Poland.

2. Categories of the Contest

- 2.1. The Contest will include the following categories (the “**Categories**”):
 - a) **Faces** – experimenting with identity and the power of portraiture;
 - b) **#Emotional Tag** – expressing instant emotions by means of photography;
 - c) **Hello, Life!** – sharing the emotion or the inspiration in everyday experiences;
 - d) **Going the Distance** – discovering new places and new experiences there by using new features of the phone camera, for instance tele-lens, super wide angle or macro-shooting;
 - e) **Storyboard** – telling a story in 9 (nine) frames, a grid of photos that develop a meaningful or intriguing narrative;
 - f) **Life Now** – filming stories in less than 30 seconds;

Submissions in **Life Now** category may only be in the form of a short video up to 30 seconds, in MP4 format. All provisions of these Terms and Conditions referring to ‘a photo’ apply respectively to ‘a video’.

- 2.2. Notwithstanding item 4.5 below, Huawei Polska or any other person authorized by Huawei Polska has the right to classify a given photo in a Category other than the Category selected by the Participant, if the Category selected by the Participant is considered inadequate for

any reason. Such change of Category does not require the consent and/or notification of the Participant.

3. Participants

- 3.1. Subject to item 3.2 below, all natural persons having full legal capacity are eligible to enter the Contest, subject to the provisions of item 3.6. All persons who have submitted their submissions to the Contest are referred to herein as the “**Participants**”.
- 3.2. Natural persons, being 16 (sixteen) years-old or older and having limited legal capacity are eligible to enter the Contest, provided that they have obtained prior written consent of their legal guardian and/or legal representative required by regulations being in force in a given jurisdiction. Written consent should be prepared in Polish or English or in the official language of one of the following jurisdictions: Lithuania, Estonia, Bulgaria, North Macedonia, Latvia, Austria, Denmark, Serbia, Finland, Greece, Hungary, the Czech Republic, Croatia, Romania, Israel, Turkey, Ukraine, Slovakia, Slovenia, Norway or any other language, provided that a certified translation into Polish, English or any of the official languages of any jurisdiction referred to above shall be attached thereto, in a wording substantially consistent with the draft attached as Appendix no. 1 hereto.
- 3.3. Written consent of the legal guardian and/or legal representative of a natural person having limited legal capacity should also include the approval of the wording of these Terms and Conditions and terms of the license to the submitted photos.
- 3.4. Huawei Polska reserves the right to request a copy or original of the written consent referred to in items 3.2 and 3.3 above. Failure to provide such a document within 5 (five) days from the day of request being sent to the Participant’s e-mail address may result in disqualification of such person from the Contest.
- 3.5. The Participants may be professional and/or non-professional photographers.
- 3.6. Members of any Huawei entity’s staff (either permanent or temporary) and other parties engaged in the organization of the Contest (including their employees and their immediate family members) may not participate in the Contest. The immediate family member includes ascendants, descendants, siblings, spouses, spouses’ siblings and persons being in an adoption relationship with such persons.
- 3.7. Any person who does not meet any of the requirements indicated in these Terms and Conditions and/or provides false, inaccurate and/or misleading information may be automatically disqualified at the sole discretion of Huawei Polska. The disqualification of any person due to breach of any of the provisions of these Terms and Conditions can be made at any time. Should the submissions made by such a person be awarded, such a person is not exempt from later disqualification and Huawei Polska is entitled to reclaim the Prize and publicize such a reclaim on its official website and/or other media.

4. Photos

- 4.1. Only photos captured by Huawei brand devices may be submitted to the Contest. The Participant must indicate the model of the device.
- 4.2. A single photo submitted to the Contest may not exceed 25 MB and a single video movie may not exceed 150 MB.

- 4.3. Photos that have been previously published for commercial use, e.g. have been used in any kind of magazines, commercials, journals, exhibitions, blogs, websites or have been previously awarded in any other contest are excluded from participation in the Contest. The above does not apply to photos that have been previously published solely for private use on personal blogs and/or websites, as well as on the Participants' private social media accounts.
- 4.4. Photos may be edited by usage of filters and/or color corrections. Adding and/or removing any objects or changing the original composition of the photo is not permitted.
- 4.5. Each submission shall be made in one of the Categories selected by the Participant.
- 4.6. Submission of each photo must be supplemented with a title at the Participant's discretion.
- 4.7. Each Participant may upload more than one photo, following the instructions on the Site (as defined below). Should 2 (two) or more photos submitted by a given Participant be identical or similar to one another, e.g. present the same or similar object or place, Huawei Polska reserves the right to disqualify any or all such photos from the Contest.
- 4.8. Photos submitted to the Contest, as well as their titles, may not include any illegal content or infringe any accepted moral or social standards, or other rights, in particular it may not present:
 - a) any defamatory, abusive, threatening, racially offensive, sexually explicit, obscene, harmful, vulgar, hateful or otherwise objectionable content;
 - b) any form of profanity;
 - c) any content infringing the right of third parties, including but not limited to the right to an image and the right to personal data;
 - d) any content including advertisements or otherwise focused on the promotion of commercial goods, services, events and/or businesses, or any request for or solicitation of money, goods, or services for private gain.
- 4.9. Submissions that do not meet the requirements indicated in these Terms and Conditions shall not be admitted to the Contest. Should such submissions be awarded, they are not exempt from later disqualification, and Huawei Polska is entitled to reclaim the Prizes and publicize such a reclaim on its official website and/or other media.

5. Submissions

- 5.1. In order to participate in the Contest the Participant must register at the Internet site, default URL:
<https://campaign.consumer.huawei.com/infocusawards/en/> (the "**Site**"), following the instructions available at the Site, and provide all the required information and/or consents. All information and consents provided in the course of registration are provided voluntarily, although these may be necessary to participate in the Contest.
- 5.2. Registration on the Site requires approval of these Terms and Conditions.
- 5.3. Photos may be uploaded by Participants to the Site from **24 June 2019** at 10:00 AM (CEST) to **11 August 2019** at 11:59 PM (CEST).

- 5.4. All Participants must make their submission in person. It is not permitted to make submission on behalf of third parties.
- 5.5. Huawei Polska or any other person authorized by Huawei Polska may at any time request the Participant to provide additional information and/or documents verifying the Participant's identity, in particular to fulfil the obligation referred to in item 9.1 below, and/or fulfilment of all conditions for participation in the Contest. In particular, the Participants may be requested to provide original and unaltered files of the photos submitted to the Contest, in order to verify the fulfilment of the condition referred to in item 4.1 above.
- 5.6. Failure to provide the information and/or documents referred to in item 5.5 above within 5 (five) days from the request being sent to the Participant's e-mail address may result in disqualification of a given Participant from the Contest.
- 5.7. In the period of 72 (seventy two) hours following the successful submission of the photo, the photo may be moderated by Huawei Polska or any other person authorized by Huawei Polska. The moderation may include, in particular:
 - a) changing the Category in which the photo has been submitted, in accordance with item 2.2 above;
 - b) verification whether the Participant, the photo, and/or its title does not violate any provisions of these Terms and Conditions;
 - c) disqualification of the photo or the Participant from the Contest,
 - d) decision to qualify the photo or the Participant for participation in the Contest and voting by users.
- 5.8. Subject to item 5.7 d) above Huawei Polska or any other person authorized by Huawei Polska shall, at its own discretion, qualify each photo to be uploaded into the Site and for voting by users. Qualification shall be based on the photo's quality and artistic value and carried out by two persons authorized by Huawei Polska, giving their opinions on the photos independently. If both persons give a negative opinion on the photo, it will not be qualified into the next stage of the Contest and voting by users. This decision is final, and for the avoidance of doubts the legal review of any such decision is excluded.
- 5.9. Subject to item 5.8 above, following the period of 72 (seventy two) hours from the successful submission of the photo or completion of its moderation, the photos will be presented on the Site (uploaded by Huawei Polska).

The sequence in the presentation of photos on the Site may be arranged and/or modified at any time by Huawei Polska at its own discretion.

- 5.10 Huawei Polska will control photos' compliance with the provisions of these Terms and Conditions at any stage of the Contents, but especially during the Jury voting (for example by using available Internet photo databases by comparing similarities, Internet search engine or Photoshop functions or other available tools).

6. Users' voting

- 6.1. Any Internet user, including the Participant, ("**user**"), will be entitled to vote for their favorite photo from among the photos uploaded on the Site by way of voting via the Site ("**Voting**").

- 6.2. The Voting will last from 24th June 2019 to 19 August 2019 at 11:59 PM (CEST).
- 6.3. In order to participate in Voting, each user must follow the instructions on the Site. Voting is free of charge.
- 6.4. Each user may vote for more than 1 (one) photo submitted to the Contest.
- 6.5. Each user may vote for the same photo more than once, provided that there is a 24 (twenty four) hour interval between each vote. Voting by BOTs, other similar devices or in a form that is regarded as dishonest/unrepresentative is prohibited. Huawei Polska reserves the right to remove and/or disregard any vote, with respect to which there is a suspicion that it has been cast in violation of this provision.
- 6.6. The number of votes cast for each photo will be publicly disclosed by 18 August 2019 11:59 PM (CEST). After that date, the number of votes cast will be hidden.
- 6.7. The photo which has received the highest number of votes by the users will be awarded with the audience prize (the **“Audience Prize”**).
- 6.8. In the case of a tie between two or more photos which have received the same highest number of votes, the Winner of the Audience Prize will be selected by Huawei Polska or any other person authorized by Huawei Polska based on the criteria referred to in item 7.3 below.

7. Jury voting

- 7.1. The jury of the Contest (the **“Jury”**) shall be appointed by Huawei Polska. The Jury will consist, in particular, of:
 - a) Huawei representative;
 - b) 4 (four) professional photographers,
 - c) TripAdvisor representative.
- 7.2. From among the top 50 (fifty) photos with the highest number of votes in each Category, the Jury will grant the following Prizes:
 - a) Grand Prix of the Contest;
 - b) 1st Prize in each Category;
 - c) 2nd Prize in each Category; and
 - d) 3rd Prize in each Category(all the above, together with the recipient of the Audience Prize, constitute the **“Winners”**).
- 7.3. While selecting the awarded photos, the Jury takes into account the following features of the photo:
 - a) artistic value;
 - b) quality;
 - c) uniqueness.
- 7.4. The Jury voting will take place between 20 August 2019 and 29 August 2019.

- 7.5. The Jury's decisions are final and binding for all Participants in the Contest.
- 7.6. The announcement of the awarded photos will take place on 8 September 2019 on the Site.

8. Prizes

- 8.1. The following prizes (the "**Prizes**") will be awarded to the Winners:
- a) for the **Winner of the Grand Prix Huawei Matebook 13, Watch GT and EUR 10,000** –; a \$250 worth voucher code for Trip Advisor (the code will be valid for use on any TripAdvisor country point of sale for one year from the date of announcing the winners of the Contest) and publication of the photo for one week as the homepage image on following TripAdvisor domains: Poland, Denmark, Austria, Norway, Finland, Czech Republic, Greece, Hungary, Israel, Serbia, Slovakia, and Turkey (week of publication will be selected at the discretion of TripAdvisor);
 - b) for the Winners of the **1st Prize in each Category - Huawei Matebook 13, Watch GT, Huawei P30 Pro and EUR 2,000** –, a \$250 worth voucher code for Trip Advisor (the code will be valid for use on any TripAdvisor country point of sale for one year from the date of announcing the winners of the Contest);
 - c) for the **Winners of the 2nd Prize** in each Category - **Huawei P30 Pro**;
 - d) for the Winners of the **3rd Prize** in each Category - **Huawei P30**;
 - e) for the Winner of the **Audience Prize - Huawei P30 Pro and Watch GT o.**
- 8.2. Huawei Polska reserves the right to specify details of the Prizes, e.g. technical parameters of device, its color, at its own discretion, at a later date, taking into consideration, in particular, availability of a given Prize.
- 8.3. One person may be awarded more than one Prize. A Photo may be awarded with a Prize in only one Category and may be awarded both the Audience Prize and one of the Prizes listed in items 8.1 a - d.
- 8.4. Each Winner will be informed individually via e-mail that he/she has been awarded and about details concerning the collection of the Prize.
- 8.5. The Winners may not transfer the right to receive the Prize to third parties.
- 8.6. Prizes that are not collected within 14 days from their delivery or – in the case of financial Prizes not collected by 31 December 2019 are forfeited.
- 8.7. The Prizes will be distributed to the Winners within 21 (twenty one) days from the day of providing Huawei Polska with all the required shipment information, bank account number and fulfillment of all the obligations by the Winners, in particular, obligations referred to in items 5.5, 10.11 and 11 of these Terms and Conditions.
- 8.8. The Prizes will be distributed to the Winners by wire transfer of funds or by courier parcel (in the case of non-monetary Prizes). No Prizes will be distributed in cash.
- 8.9. The Prizes are not redeemable for cash equivalent.
- 8.10. The Winners may reject the Prize. A rejected Prize is forfeited.
- 8.11. In the case of disqualification of any of the Winners after the announcement of the Winners of the Contest, the given Winner is obliged to return the obtained Prize at its own

expense and the Prize is considered forfeited. Such disqualification does not entitle another Participant to advance in the Contest and/or to claim any Prizes.

- 8.12. Huawei Polska does not accept any liability towards any other Participants for awarding any photos that do not meet the requirements specified in these Terms and Conditions.
- 8.13. If any Prize cannot be distributed to the Winner due to the reasons attributable to the Winner (including but not limited to failure to provide contact information and/or providing incomplete contact information (bank account number) so that Huawei Polska is unable to contact the Winner or make a wire transfer of funds) it shall be deemed that the Winner has waived the right to claim the Prize. In the case of the foregoing, Huawei Polska shall not assume any liability arising therefrom, and no Prize shall be distributed to the Winner.
- 8.14. The Winners shall confirm whether the non-monetary Prizes are complete upon delivery by signing a receipt of the shipment. In the case of any abnormalities, the Winner shall inform Huawei Polska directly pursuant to the procedure specified in items 13.4-13.6 hereof. Complaints in this regard can be filed up to 31 December 2019. A complaint filed after this date will be disregarded. Huawei Polska shall not accept any liability for any accidents suffered by the Winners arising from receipt or use of the Prizes.
- 8.15. Huawei Polska shall bear domestic and international freight costs incurred for shipping the Prizes.

9. Taxes

- 9.1. If the value of the Prizes exceeds the statutory tax threshold for the tax exemption, Huawei Polska, acting as a tax remitter, shall collect the lump-sum tax payment from the Participant who has been granted the Prize. In such a case, a cash Prize in the amount of 11.11% of the value of the cash Prize (or the gross value of the non-monetary Prize) will be added to the reward.
- 9.2. The added cash reward shall not be paid to the Winner, but collected by Huawei Polska and paid to the respective tax office in accordance with applicable tax regulations, as a 10% flat-rate income tax, on the total value of the reward (in accordance with art. 30 § 1 point 2 of the Act of 26 July 1991 on personal income tax - consolidated text Journal of Laws of 2018 item 1509 with subsequent amendments).
- 9.3. Huawei Polska is solely responsible for collecting and paying as a remitter the due tax in Poland. Huawei Polska is not responsible for any tax obligations arising in the respective country of the Winner's residency.
- 9.4. The Winner shall bear customs and duty settlements, which may arise with regard to the Union Custom Code (Regulation (EU) No 952/2013 of the European Parliament and of the Council of 9 October 2013, Official Journal of the European Union of 10 October 2013, L. 269) and any other international regulations on international transfer of goods.
- 9.5. Huawei Polska is not obliged to analyze any internal regulations of the respective country of the Winner's residency or any potentially applicable double tax treaties concluded between Poland and the respective country of the Winner's residency in order to mitigate the obligation described in point 9.1 above.

10. Copyright

10.1. The Participant declares that:

- a) he or she exclusively owns the author's moral rights to each photo submitted to the Contest, to the elements presented on the photo, to the title of each photo submitted to the Contest (together referred to as the "Work") or is the coauthor exclusively authorized to perform the author's moral rights to the Work in the name of all coauthors;
- b) he or she is validly authorized to grant further authorizations to perform the author's moral rights to the Work, if the Participant does not exclusively own the author's moral rights to the Work;
- c) the author's moral rights to the Work are neither limited nor encumbered with any third party rights, and that they do not infringe any rights of third parties;
- d) he/she or any other authorized person has not granted any further authorization to perform the author's moral rights to the Work.

10.2. The Participant also declares that:

- a) he or she exclusively owns all the author's economic rights to the Work, in particular the right to use the Work and to dispose of its use throughout all the fields of exploitation and to receive remuneration for the use of the Work;
- b) he or she has an exclusive right to grant permission for performance of the derivative copyrights;
- c) the author's economic rights, as referred to in points a and b above, are neither limited nor encumbered with any third party rights, and that they do not infringe any rights of the third parties;
- d) he/she or any other authorized person has not granted any license to use the Work within any scope.

10.3. By and along with submitting each photo to the Contest, the Participant grants Huawei Polska non-exclusive licence (the "**Licence**") to use the Work within the fields of exploitation specified below:

- a) production and reproduction of copies of the Work with the use of specific technology, including printing, reprographics, photographic, optical, magnetical and digital technology, regardless of the standard, system and format;
- b) production and reproduction of copies of the Work in a digital form in particular within IT systems, on computer drives, network drives and all servers, including networks based on cloud computing or blockchain / DLT, without creating a material copy at the same time;
- c) dissemination of the Work by publicly displaying, public performance, exhibition, screening, presentation, broadcasting and rebroadcasting, sending via e-mail, as well as making the Work publicly available in such a manner that anyone could access it at a place and time selected thereby, including disseminating within the Internet network, mobile networks and other electronic communication networks, including social media;
- d) use of the Work as a whole or in parts, including as part of a compilation with other works, phonograms or videograms, in any form of commercial or marketing message, in particular by making the Work available on an Internet website, a intranet or in social media, as well as by placing the Work in marketing and advertising materials;

e) transmission through cable or wireless networks (air or satellite), in a coded or uncoded, analog or digital manner.

10.4. By and along with submitting each photo to the Contest, the Participant:

- a) agrees not to exercise the author's moral rights, regardless if directly attributable to him/her or performed in the name of coauthors, without the prior consent of Huawei Polska expressed in writing under pain of nullity;
- b) authorizes Huawei Polska to perform the author's moral rights to the Work, as referred to in item 10.1 above, in particular making any changes and alterations to the Work, including the use of the Work in parts and combining the Work with other works, disseminating and use of the Work and derivative works without signing them with the name of the Participant or coauthors, deciding about making the Work available to the public for the first time, controlling the manner of use of the Work, pursuing claims for infringement of the author's moral rights on behalf of the Participant or coauthors;
- c) authorizes Huawei Polska to grant further authorizations to perform the author's moral rights to the Work.

10.5. By and along with submitting each photo to the Contest, the Participant agrees not to submit the Work to any other contests, until the announcement of the Winners of the Contest. A Participant who shall not meet this requirement or who grants anyone a licence to use the Work before the announcement of the Winners of the Contest or who transfers any of the author's economic rights to any person other than Huawei Polska before the announcement of the Winners, without the prior written consent of Huawei Polska, is automatically disqualified from the Contest.

10.6. Granting the Licence within all fields of exploitation specified in item 10.3 above is free of charge.

10.7. The Licence is granted with no territorial restrictions or limitations.

10.8. The Licence is granted free of charge for a period of 5 (five years). After the lapse of that period, the Licence shall be deemed as granted for an indefinite time.

10.9. Huawei Polska may grant any other person further licence to use the Work within the scope of the Licence received.

10.10. Huawei Polska may use and dispose of the derivative works, without any further permissions of the Participant, with no territorial or time limits.

10.11. In the case of becoming qualified as the potential Winner, the Participant without undue delay but no later than within 14 (fourteen) days agrees to transfer all the author's economic rights to the Work to Huawei Polska within all known fields of exploitation, in particular those specified in item 10.3 above, in the form of a written contract in Polish or in English consistent with the draft attached as Appendix no. 3 hereto and (if applicable) written consent referred to in item 11 consistent with the draft attached as Appendix no. 2 hereto and deliver this to Huawei Polska. The Prize shall be considered as a remuneration for the abovementioned transfer. If the potential Winner fails to provide the written contract confirming the transfer of all the author's economic rights to the Work to Huawei Polska and/or (if applicable) the written consent referred to in item 11, it shall be deemed that the potential Winner has waived the expectancy/right to win the Contest. If the Winner's photo is disqualified from the Contest (due to infringement of the Terms and Conditions), Huawei may waive the author's economic rights to the Work and/or transfer them back to the disqualified person.

10.12. Huawei Polska reserves the right to decide if the Participant is obliged to transfer the author's economic rights to the Work, as referred to in item 10.11 above.

10.13. The Participant is responsible for any infringement of copyrights to the Work. In the case of any claims of a third party against Huawei Polska related to any copyright infringements to the Work, the Participant undertakes to release Huawei Polska from any liability or obligation to discharge any claims of third parties related to the infringement of copyright and to pay claims of those third parties in their full amount, at every request of Huawei Polska. If the photo presents an object/element that can be regarded as a protected work or creation, Huawei Polska or any other person authorized by Huawei Polska may at any time request the Participant to provide additional information and/or documents verifying the Participant's declaration to possess rights of its exploitation. Failure to provide the information and/or documents referred to above within 5 (five) days from the request being sent to the Participant's e-mail address may result in disqualification of a given Participant from the Contest.

11. Dissemination of an image

11.1. By and along with submitting a photo including the image of the Participant to the Contest, the Participant consents to the dissemination of his/her image by Huawei Polska, for the purpose of organization and settlement of the Contest, as well as the promotion and marketing activities of Huawei Polska. The consent above includes such forms of dissemination as disseminating within the Internet network, mobile networks and other electronic communication networks, including social media, public displaying, public performance, exhibition, screening, presentation, broadcasting and rebroadcasting. The consent is granted for indefinite period of time and can be revoked.

11.2. By and along with submitting a photo including the image of a person other than the Participant, the Participant confirms that the person has consented for an indefinite period of time, to the dissemination of his/her image by Huawei Polska for the purposes and within the scope specified in item 11.1 above, provided that in the case of the lack of such consent, the provisions of item 3.4 shall apply accordingly.

11.3. Huawei Polska or any other person authorized by Huawei Polska may at any time request the Participant to provide a copy of the written consent referred to in item 11.1 and 11.2 above in Polish or in English consistent with the draft attached as Appendix no. 2 hereto and/or additional information. Failure to provide such a document and/or information within 5 (five) days from the day of request being sent to the Participant's e-mail address may result in disqualification of a given Participant from the Contest. The written consent of a person other than the Participant should also include the approval of the wording of these Terms and Conditions and terms of the license to the submitted photos.

12. Data Protection

12.1. In accordance with article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (GDPR), this section lays out the processing of personal data of data subjects related to organizing the Contest, in particular of the Participants (the "**Participant's Personal Data**") such as [name,

surname, country of residence, e-mail address necessary to submit the photo at the Site and other data referred to in the Terms and Conditions].

12.2. The provision of the Participant's Personal Data is voluntary, although necessary to participate in the Contest.

12.3. Huawei Polska is the data controller of the personal data collected during the Contest and processes personal data on the following legal bases:

- a) legitimate interests under art. 6.1.(f) of the GDPR - Legitimate interests of Huawei Polska includes raising Huawei brand awareness, promoting Huawei products and building relationship with Huawei customers by organizing the Contest. Under this legal basis Huawei Polska processes Personal Data for the purposes of:
 - enabling data subjects to take part in the Contest and ensure the Contest management including i.e. compliance of the submissions with Terms and Conditions, voting, awarding Prizes, Winner announcements, complaint handling, archiving results;
 - coordinating efficient organization of the Contest with relevant Huawei subsidiaries which might require sharing data subjects between these entities (i.e. for the purpose of facilitating communication with a data subject from a specific country);
 - direct marketing purposes to promote and strengthen marketing strategies in the form of sending newsletters; protecting Huawei Polska's legal rights, including establishing, exercising and defending against legal claims;
- b) legal obligations under art. 6.1.(c) of the GDPR – where processing is necessary for compliance with legal obligations which Huawei Polska is obliged to comply with, such as any obligations arising from the tax, accounting and customs regulations, GDPR or other legal provisions (e.g. sharing personal data with authorities);

Further information on processing of personal data may be found in the following privacy statements: <https://consumer.huawei.com/en/legal/privacy-policy/> (English version), <https://consumer.huawei.com/pl/legal/privacy-policy/> (Polish version).

12.4. To the extent required by applicable data protection regulations, the data subjects have the following rights:

- a) request to access to personal data;
- b) obtain a copy of personal data;
- c) rectify inaccurate or incomplete personal data;
- d) erase personal data;
- e) restrict the processing of personal data;
- f) portability of personal data;
- g) object to processing of personal data based on legitimate interest of Huawei Polska relating to particular situation of the data subject

12.5. The data subjects may object to processing of personal data for direct marketing purposes (receiving newsletters) at any time. After receiving such a demand, Huawei Polska shall no longer process the data for such purpose.

12.6. The rights described in item 12.4 above are not absolute and are subject to such considerations as allowed under the applicable law.

12.7. In order to exercise the data subject's rights or in the case of any questions or requests regarding personal data, please contact us using the webform <https://consumer.huawei.com/pl/legal/privacy-questions/>

12.8. Huawei Polska retains the data subject's personal data for as long as necessary for the purposes they were collected for, as long as necessary to safeguard Huawei Polska's rights, or as long as required by the applicable law. Huawei Polska shall retain personal data as follows:

- a) in accordance with the maximum limitation period for claims, for a maximum of 6 (six) years from the end of calendar year when the claim falls due;
- b) in accordance with tax and accounting regulations, Huawei Polska may retain billing information for 5 (five) years as of the end of the financial year in which the information was provided to Huawei Polska;
- c) for marketing purposes for 3 (three) years from the day of granting a consent to receiving by electronic means marketing information or until performing the right to object to such a processing;

12.9. Huawei Polska might share the Participant's Personal Data with:

- a) Other Huawei entities based in the European Economic Area countries,
- b) Other Huawei entities based outside the European Economic Area, such as Ukraine, Turkey, Serbia, North Macedonia and Israel,
- c) Partners which co-organize or provide support in organizing the Contest,
- d) Courier and shipment companies,
- e) Companies providing IT maintenance services.

12.10. If the Participant resides in one of the following countries: Ukraine, Turkey, Serbia, North Macedonia or Israel, Huawei Polska might share his/her data such as e-mail address or query regarding the Contest with relevant Huawei subsidiary in this country for purposes of facilitating the communication with the data subject. While sharing this data Huawei Polska acts in accordance to provisions of Articles 44 – 48 of the GDPR. Transfer of personal data will be based on the legal safeguards such as, but not limited to, standard contractual clauses as well as on the basis of adequacy decisions according to art. 45 of the GDPR. Upon data subject's request, made according to the point 12.7 above, Huawei Polska will provide a relevant copy thereof.

12.11. All data subjects have the right to lodge a claim with the Polish Data Protection Authority (*Prezes Urzędu Ochrony Danych Osobowych*) - <https://uodo.gov.pl/>. The list of relevant Data Protection Authorities and their contact information may be found on the website: https://edpb.europa.eu/about-edpb/board/members_pl

or https://edpb.europa.eu/about-edpb/board/members_en

13. Final provisions

13.1. These Terms and Conditions of the Contest are available at the Site and at the office of Huawei Polska.

13.2. These Terms and Conditions come into force on 24 June 2019 at 10:00 AM (CEST).

- 13.3. All communication made to Huawei Polska with respect to the Contest should be made in any language referred to in item 3.2. Any communication made in any other language may be disregarded by Huawei Polska.
- 13.4. Each Participant has a right to file complaints in matters connected with the Contest. The complaints can be filed up to 7 days from the date of the act being the ground of the given complaint (the date on which the person filing a complaint learnt of the act or could have learnt by acting with due diligence) – but no later than up to the 14th (fourteenth) day after the announcement of the Winners. A complaint filed after this date will be disregarded.
- 13.5. A complaint should be made to the following address: complains@huaweiinfocus.com. Each complaint should indicate:
- a) the name and surname of a person filing a complaint;
 - b) a description of a complaint;
 - c) the requested manner of handling the complaint.
- 13.6. Complaints will be handled within 15 (fifteen) days from the day of receiving them by Huawei Polska.
- 13.7. The Contest is not a game of chance, a lottery or any other game referred to in the Act of 19 November 2009 on Gambling Games.

Appendix no. 1
Draft consent of the legal guardian / representative

I, _____, hereby undersigned, acting as a legal guardian / legal representative of _____ (the “**Person under Authority**”), hereby grant consent for the participation of the Person under Authority in the Huawei InFocus Awards contest organized by Huawei Polska Sp. z o.o. with its registered seat in Warsaw the “**Contests**” carried out in accordance with the terms and conditions available at www.campaign.consumer.huawei.com/infocusawards/pl and rules specified in the FAQ published on the website: www.campaign.consumer.huawei.com/infocusawards/en the “**Terms and Conditions**”).

I hereby represent, that I have read and accept the Terms and Conditions, in particular provisions of the License (as defined in the Terms and Conditions).

Signature

Appendix no. 2

Draft consent to dissemination of an image

I, _____, hereby undersigned, hereby declare that the image of a person included on the photo/video submitted to the Huawei InFocus Award Contest presents _____,

Signature of the Participant

I, _____, hereby undersigned, hereby grant consent to **disseminate my image** by Huawei Polska, for the purpose of organization and settlement of the Huawei InFocus Award Contest, organized by Huawei Polska Sp. z o.o. with its registered seat in Warsaw, carried out in accordance with their terms and conditions available at www.campaign.consumer.huawei.com/infocusawards/pl and rules specified in the FAQ published on the website: www.campaign.consumer.huawei.com/infocusawards/en (jointly, the “**Terms and Conditions**”) I hereby represent, that I have read and accept the Terms and Conditions.

I hereby grant consent to disseminate my image by Huawei Polska for promotion and marketing activities of Huawei Polska. The consent includes such forms of dissemination as disseminating within the Internet network, mobile networks and other electronic communication networks, including social media, public displaying, public performance, exhibition, screening, presentation, broadcasting and rebroadcasting. The consent is granted for indefinite period of time and consent can be revoked.

Signature

(for the Winners of the Contest)

Draft the contract confirming the transformation of all author's economic rights to the Work to Huawei Polska

1.

I, _____, hereby undersigned, hereby confirm and declare that:

- a) I exclusively own author's moral rights to the photo(description/title) submitted to the Contest Huawei Awards contest, elements presented on the photo and the title of the photo (together referred to as the "**Work**") or I am the coauthor exclusively authorized to perform and grant further authorizations to perform author's moral rights to the Work in the name of all coauthors,
- b) author's moral rights to the Work are neither limited nor encumbered with any third party rights, and that do not infringe any rights of the third parties; Neither I nor any other authorized person has granted any further authorization to perform author's moral rights to the Work.
- c) I agree not to exercise author's moral rights to the Work without the prior consent of Huawei Polska expressed in writing under pain of nullity;
- d) I hereby authorize Huawei Polska to perform author's moral rights to the Work, in particular making any changes and alterations to the Work, including the use of the Work in parts and combining the Work with other works, disseminating and use of the Work and derivative works without signing them with the name of the author or coauthors, deciding about making the Work available to the public for the first time, controlling the manner of use of the Work, pursuing claims for infringement of author's moral rights on behalf of the Participant or coauthors;
- e) I hereby authorize Huawei Polska to grant further authorizations to perform author's moral rights to the Work.

2

I, _____, hereby undersigned, hereby declare that:

- a. I **exclusively own all author's economic rights** to the photo(description/title) submitted to the Contest Huawei Awards contest, elements presented on the photo and the title of the photo (together referred to as the "**Work**"), in particular the right to use the Work and to dispose of its use throughout all the fields of exploitation;
- b. I have an exclusive right to grant permission for performance of the derivative copyrights;
- c. author's economic rights to the Work, are neither limited nor encumbered with any third party rights, and that do not infringe any rights of the third parties;
- d. I hereby **transfer all of the author's economic rights to Huawei Polska** within all known fields of exploitation, in particular the fields of exploitation specified below:
 - production and reproduction of copies of Work with the use of specific technology, including printing, reprographics, photographic, optical,

magnetical and digital technology, regardless of the standard, system and format;

- production and reproduction of copies of Work in a digital form in particular within IT systems, on computer drives, network drives and all servers, including networks based on cloud computing or blockchain / DLT, without creating a material copy at the same time;
 - disseminating Work by publicly displaying, public performance, exhibition, screening, presentation, broadcasting and rebroadcasting, sending via e-mail, as well as making the Work publicly available in such a manner that anyone could access it at a place and time selected thereby, including disseminating within the Internet network, mobile networks and other electronic communication networks, including social media;
 - use of Work as whole or in parts, including as part of compilation with other works, phonograms or videograms, in any form of commercial or marketing message, in particular by making available on Internet website, intranet or in social media, as well as by placing in marketing and advertising materials;
 - transmission through cable or wireless networks (air or satellite), in a coded or uncoded, analog or digital manner.
- e. Huawei Polska may use and dispose of the derivative works, without my further permissions, with no territorial or time limits.
- f. The Prize received for winning the Contest shall be considered as a remuneration for the abovementioned transfer of all author's economic rights to the Work.
- g. In the case of any claims of a third party against Huawei Polska, related to any copyright infringements to the Work, I undertake to release Huawei Polska from any liability or obligation to discharge any claims of third parties related to the infringement of copyright and to pay claims of those third parties at their full amount, at every request of Huawei Polska.

Signature