

**This LUCKY DRAW is brought to you by:
Mobitech creations Pvt Ltd (“OnePlus”) with its registered address at
[D 13/1,, MODEL TOWN II, NEW DELHI, North West, Delhi, India, 110009]**

Terms and Conditions

Entrants into the “OnePlus Watch Notify Me” (the “LUCKY DRAW”) shall be required to accept these Terms and Conditions. Please do not enter into THE LUCKY DRAW if you do not agree to these terms and conditions.

The window to enter into the Lucky Draw is live from **09:00 PM (IST) on 23rd Mar 2021 to 08:59 PM (IST) on 15th April 2021** in the Indian region.

ELIGIBILITY:

1.You should be an individual aged above 18 years and legal resident of the Republic of India.

DETAILS OF THE LUCKY DRAW:

(a) Th window to subscribe for notifications is valid from March 23rd, 00:01 AM IST to Apr 30th, 11:59 PM IST.

(b) When you click on the Notify Me button on the OnePlus Watch purchase page , you shall stand a chance to win a OnePlus Watch

(c) One lucky winner shall be chosen and announced on the OnePlus Friday Page on 16th April, 2021.

ODDS OF WINNING:

Odds of winning depend on the number of eligible entries. Only one lucky winner shall be chosen from all the eligible participants who click on Notify Me button from **09:00 PM (IST) on 23rd Mar 2021 to 08:59 PM (IST) on 15th April 2021**.

PRIZE:

OnePlus Watch.

If won, your prize will be added to your OnePlus account as a voucher.

Prize vouchers are valid until **May 14th 2021, 11:59 PM IST**.

ADDITIONAL TERMS:

Every Prize will be awarded \“AS IS\” and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). There are no cash or other prize alternatives available in whole or in part. However, in circumstances beyond our control, we may substitute a similar alternative prize of equal or greater value in our sole discretion. If selected participant rejects the prize or the entry is invalid or in breach of these Terms and Conditions, the selected participant's prize will be forfeited and OnePlus shall be entitled to select another selected participant.

We may, to the maximum extent permitted by applicable law and in our sole discretion,

change the T&Cs or cancel the Lucky Draw at any time; or modify, terminate, or suspend the Lucky Draw should viruses, worms, bugs, unauthorized human intervention or other causes beyond our control corrupt or impair the administration, security, fairness or proper play of the Lucky Draw or submission of entries. We are not responsible for: (a) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Lucky Draw, or by any technical or human error that may occur in the processing of entries; (b) any printing or typographical errors in any materials associated with the Lucky Draw; (c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or (d) injury or damage to your or any other computer or mobile resulting from downloading any materials in connection with the Lucky Draw. We may, in our sole discretion, disqualify any individual found to be: (a) tampering with the entry process or the operation of the Lucky Draw or website or mobile application; (b) acting in violation of these T&Cs; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. If your entry is incomplete or if you use robotic, automatic, programmed or similar entry methods, your entry will be void. No benefits greater than those described these T&Cs will be awarded.

MISCELLANEOUS:

The Lucky Draw is governed by the laws of the Republic of India. No requests for transfer or assignment or redemption of the benefits shall be entertained. You agree that all our decisions related to the Lucky Draw are final and binding on you. Failure by OnePlus to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any person. The decision of OnePlus shall at all times be binding and final. These T&Cs are subject to Indian laws and the courts at Bangalore shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.

FORCE MAJEURE:

This Lucky Draw is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of OnePlus ("Force Majeure Event"). OnePlus shall be not liable for any delay or adverse effect caused to the participants in the Lucky Draw including the winners as a result of a Force Majeure Event.

PUBLICITY RELEASE:

By accepting the Lucky Draw, you give OnePlus and/or its affiliates permission to use your name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Lucky Draw and any promotions, events, or Lucky Draw to follow. OnePlus shall use and take care of any personal information you supply to it as described in its privacy policy,

a copy of which can be seen here <https://www.oneplus.in/legal/privacy-policy> that OnePlus and/ or its affiliates have the right to publish your saved item details for any communication, promotions, events, or Lucky Draw that follow. You agree that OnePlus and/ or its affiliates have complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation, etc. for the use of such pictures, etc., and hereby release OnePlus and/ or its affiliates and its agents and assigns from any and all claims which arise out of or are in any way connected with such use. You give your consent to OnePlus and/or its affiliates, agents and assigns to use your name and likeness to promote the Lucky Draw and any promotions, events, or Lucky Draw to follow.

LIABILITY RELEASE:

OnePlus accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Lucky Draw or accepting the prize. Nothing in these Terms and Conditions shall exclude the liability of OnePlus for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence. Please read the terms and conditions mentioned carefully. Not reading or not knowing any of the clauses will not absolve of any liability incurred. In no event shall OnePlus, including its officers, directors, and employees, be liable to you, or any third party, for any special, indirect, consequential losses, including but not limited to, damages for loss of use, loss of time, inconvenience, commercial loss, lost profits, lost business opportunities.