

Summary Terms and Conditions:

FR, BE, DK, DE, NE, SE, UK, ES, RO, US (Exc Florida & NY) & IN, 18+ only. 29/03/2021 – 27/04/2021. Upload a picture you have taken that matches the theme of the week to Instagram and include the hashtag #TrueColors AND/OR the hashtag #TrueColors[*your country of residence*], for example #TrueColorsFrance (plus #TrueColoursComp for US only or #TrueColours and TrueColoursUK for UK) to enter. **Main Prize Draw Prizes:** 6 x holiday world tour to Asia, Africa, Antarctica, Australia, Europe or USA. Location allocated randomly. **Weekly Competition Prizes:** 1 x OnePlus 9 Pro & OnePlus Swag/week. **SP & RO excluded from Multi-National Main Prize Draw. USA & IN excluded from Weekly Competition.** 1 entry per unique photo per person. **Promoter:** OnePlus.

Full Terms and Conditions

1. This Promotion is open to residents of France, Belgium, Denmark, Germany, the Netherlands, Sweden, the United Kingdom, Spain, Romania, the USA (excluding residents of Florida and New York) and India aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion.
2. This Promotion is split into two elements; the Multi-National Prize Draw and Weekly Competitions. Please see table below for which elements you may enter, dependent on your country of residence:

Residents of:	Multi-National Prize Draw	Weekly Competition
France	✓	✓
Belgium	✓	✓
Denmark	✓	✓
Germany	✓	✓
Netherlands	✓	✓
Sweden	✓	✓
United Kingdom	✓	✓
Spain		✓
Romania		✓
USA (Exc. Florida & NY)	✓	
India	✓	

3. No purchase necessary; however, stable internet access and a valid Instagram account are required to enter.
4. **Promotion Periods:**
 - a. **Multi-National Prize Draw:** Enter between 00:01 BST on the 29th of March 2021 and 23:59 BST on the 30th of April 2021 inclusive.
 - b. **Weekly Competition:** Enter weekly between 00:01 BST on the 2nd of April 2021 and 23:59 BST on the 29th of April 2021 inclusive.

5. Weekly Competition Themes & Promotion Periods:

Theme Name	Dates
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True Attitude	02/04/2021 – 08/04/2021
True Love	09/04/2021 – 15/04/2021
True Freedom	16/04/2021 – 22/04/2021
True You	23/04/2021 – 29/04/2021

6. To Enter:

a. Multi-National Prize Draw:

- i. To enter the Multi-National Prize Draw, log onto your Instagram account (or create one for free) and upload a picture you have taken that shows your true colors and includes the hashtag #TrueColors AND/OR the following hashtag:

DK	RO	FR	BE	NL	ES
#TrueColorsDK	#TrueColorsRomania	#TrueColorsFrance	#TrueColorsBE	#TrueColorsNL	#TrueColorsES
#TrueColorDK	#TrueColorRomania	#TrueColorFrance	#TrueColorBE	#TrueColorNL	#TrueColorES

UK	FI	SE	DE	Global
#TrueColours	#TrueColorsFinland	#TrueColorsSweden	#TrueColorsGermany	#TrueColor
#TrueColoursUK	#TrueColorFinland	#TrueColorSweden	#TrueColorGermany	
#TrueColour	#TrueColorsSuomi	#TrueColorsSverige	#TrueColorsDeutschland	
#TrueColourUK	#TrueColorSuomi	#TrueColorSverige	#TrueColorDeutschland	

For residents of USA the hashtag #TrueColors #Competition must also be included in each entry.

- ii. Log onto your Instagram account and use the OnePlus True Color scanner tool available at <http://findyourtruecolours.com> only one entry available from this route
- iii. Log onto your Twitter account (or create one for free) and upload a tweet with a picture that matches the theme of the week you are entering and includes the hashtag #TrueColors AND/OR the hashtags listed above.
- iv. Log onto your Facebook account (or create one for free) and post a message with a picture that matches the theme of the week you are entering and includes the hashtag #TrueColors AND/OR the hashtags listed above. The message must be posted to one of the following Facebook pages:
- <http://facebook.com/oneplus>
 - <http://facebook.com/oneplusunitedkingdom>
 - <http://facebook.com/oneplussuomi>
 - <http://facebook.com/oneplusdanmark>
 - <http://facebook.com/oneplusfr>
 - <http://facebook.com/onepluses>
 - <http://facebook.com/oneplusnederland>
 - <http://facebook.com/oneplus-romania-110778401052678>
 - <http://facebook.com/oneplussverige>
 - <http://facebook.com/oneplusdeutschland>

b. Weekly Competitions:

- i. Log onto your Instagram account (or create one for free) and upload a picture you have taken that matches the theme of the week you are entering in and include the hashtag #TrueColors AND/OR the hashtag #TrueColors[your country of residence]. For example, #TrueColorsFrance to enter that weeks Weekly Competition.
7. **All entries must be made from a profile set to 'public'. You must keep your profile on a public setting for 4 weeks after the end of the Promotion Period in order to be contacted if you are selected as a winner.**
8. There is no limit on how many times you enter either Promotion. However, each new entry you make must be unique & match that week's theme.
9. **The Prizes:**
 - a. **Multi-National Prize Draw:** 6 x winner will win a bespoke holiday tour.
 - i. 1 winner to win a trip in Asia.
 - ii. 1 winner to win a trip in Europe.
 - iii. 1 winner to win a trip in Australia.
 - iv. 1 winner to win a trip in Africa.
 - v. 1 winner to win a trip in Antarctica.
 - vi. 1 winner to win a trip in USA.

Winner's destination will be picked randomly, as well as the winner. Specific prize subject to applicable travel restrictions and visa eligibility. Destination is subject to change. Prize does not include expenses related to collection, travel expenses Sponsor has not explicitly agreed, to cover, expenses incurred in the creation of submission, lost income, taxes payable by the winner, or other expenses Sponsor has not explicitly agreed to cover.

- b. **Weekly Competition:** 1 x winner a week will win 1x OnePlus 9 Pro 1 x OnePlus Swag including a backpack, water bottle and notebook. There will be a total of 4 x Weekly Competition winners.
10. **Further Entry & Prize Details and Conditions:**
 - a. Only entries which include at least one of the promotional hashtags will be valid.
 - b. You can enter as many times as you like. However, the picture in each entry must be unique.
 - c. You must only submit images that are your own work.
 - d. When taking the picture used for entry, you must ensure that you do not trespass on any private property and have permission from any subjects that appear in the image. Anyone under the age of 18 must not feature in an entry.
 - e. You must not include content that contains defamatory, malicious, indecent or other inappropriate content including sexist or racist language or imagery.
 - f. You must not condone or encourage violent or anti-social behaviour and not cause offence on the grounds of religion, gender, sexual orientation, nudity, disability or age.
 - g. You must not include any content that infringes or violates the rights of any third party, including but not limited to, ownership, copyrights, trademarks, patents, logos, licensing rights, rights of publicity or privacy or any other intellectual property rights, excluding that of the Promoter.
 - h. The Promoter will reject entries which, in the reasonable opinion of the Promoter have been submitted previously in a promotion of any kind or exhibited or displayed publicly.

- i. The Promoter will reject entries which, in the reasonable opinion of the Promoter include the names, likenesses, photographs, or similar of any individual without their express permission.
- j. By entering the Promotion, entrants give their permission for their entries to be used by the Promoter without further compensation, over and above the award of the prize, for up to one year for promotion purposes from the date of entry. Copyright will remain with the entrant. However, by entering this Promotion, the entrant agrees to the Promoter publishing these entries on their website and possible further use on their website, Facebook, Twitter, Instagram or other social media platforms. They also agree to other possible promotional use in media of the Promoter's choosing without any further payment, over and above the award of the prize, for up to one year from the date of entry but with appropriate credit given to the original entrant.
- k. By submitting an entry, each entrant grants to the Promoter a non-revocable, worldwide, royalty-free licence to use the copyright and other intellectual property rights vesting in their entry for all purposes connected with this Promotion, including but not limited to display on the Promoter's website and any other website of the Promoter or its agents/contractors choosing and use of the entry, or part(s) of the entry, in marketing materials relating to this Promotion for up to one year. Each entrant also grants the Promoter and its agents/contractors the right to moderate, modify or remove any entry if it is deemed unsuitable, in whole or in part, for display on the Promotion website or in any materials relating to the Promotion. Entrants hereby represent and warrant that they have all rights necessary to grant the licence and rights provided for in this paragraph and that all materials forming part of their entry to this Promotion, and any use of such materials by or on behalf of the Promoter, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party.
- l. The bespoke holiday prizes will be arranged by email/phone between the Promoter/prize fulfilment agency and the winners. The prize fulfilment agency/Promoter will make all reasonable efforts to provide the winner with details of the prize at the earliest possible opportunity. The prize fulfilment agency will liaise with the winner via a telephone conversation to discuss the nature trip they wish to have within the remit of the prize. The Promoter will have final discretion on all elements and aspects of how the prize is organised. Once the prize details including dates, locations and (where applicable) activities are confirmed, this cannot be amended or altered by the winner.

11. Country Specific Terms and Conditions:

- a. USA:
 - i. In the event that a winner is a US resident, they will be required to complete and return an IRS Form W-9 and furnish their social security number that will be used only for the purpose of reporting the Winner's prize earnings to the Internal Revenue Service, as required by law.
 - ii. In the event that the Main Prize winner is a US resident, the winner will also need to complete a Travel Release form,
- b. France:
 - i. Pursuant to French law pertaining to the data collection and processing, entrants have a right of access to, modification and withdrawal of their personal data. They also have a right to oppose such collection of their personal data under certain circumstances. To exercise such right, you may write to the Promoter. The data controller and data recipient is the Promoter. Your data will not be transferred outside the European Union.

- c. Any relevant taxes that are required to be paid by the winner in order to claim a prize are the sole responsibility of the winner. The winner shall be solely responsible for reporting the winnings and paying any applicable taxes due.

12. Winner Selection:

- a. **Multi-National Prize Draw:** 6 winners will be randomly selected from all valid entries received during the Multi-National Promotion Period (subject to moderation). The prize draw will be conducted within 10 working days of the end of the Promotion Period.
- b. **Weekly Competition:**
 - i. Each week, all valid entries received during the Weekly Promotion Period (subject to moderation) will be judged by the Promoter OR independently judged based on the Judging Criteria at Clause 13 below. This is dependent on the market.
 - ii. From each market, 10 shortlisted entries will be chosen.
 - iii. All shortlisted entries will then be judged again, in the same manner to pick 10 final entries.
 - iv. The 10 final entries will then be judged by an independent, competent judge, within 5 days of the end of each Weekly Promotion Period, to pick 1 Weekly Competition Winner per week.

13. Judging Criteria:

- a. Adherence/Appropriateness to Theme
- b. Originality
- c. Level of Detail
- d. Color, Lighting, Exposure and Focus
- e. Wow! Factor (Memorable) or Inspiration to Others.

14. Winner Notification: Each winner will be contacted via the social media account used to enter within 10 working days of relevant Winner Selection and will be required to respond to confirm eligibility and acceptance of the Prize, within 14 days of initial contact. If a winner does not respond to the initial contact within 14 days, the Promoter reserves the right to disqualify that winner. If a winner is disqualified, the Promoter reserves the right to award the prize to a reserve selected in the same manner. Reserve winners may have less time to respond.

15. Prize Acceptance: Winners will be notified within 28 days of acceptance of the Prize to arrange fulfilment of the Prize. In the unlikely event that a Weekly Competition Prize doesn't arrive within 28 days of Prize Acceptance, or the Main Prize Winner does not receive further communication about arranging their Prize, winners will have a further 28 days to inform the Promoter by emailing jessica.petit@oneplus.com. If a winner does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the prize or limit its value at their sole discretion.

16. Moderation: The Promoter reserves the right to reject entries which, in the reasonable opinion of the Promoter:

- a. are in breach of the Terms and Conditions;
- b. contain any content that is offensive, obscene, sexual, derogatory, defamatory, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender,

- which could reflect negatively upon the name, reputation or goodwill of the Promoter or any brand partner, or which is otherwise unsuitable for publication;
- c. contains or refers to any third-party brand or reference any third-party names, logos and/or trademarks;
 - d. promotes any political agenda.
17. Provided no objection is received, if you are a winner, your surname and country of residence will be made available by the Promoter one month after the close of the Promotion, for a period of 8 weeks. You can object to your surname or county of residence being published or request for the amount of information being published to be reduced by emailing jessica.petit@oneplus.com. Without prejudice, the Promoter will provide this information to the Advertising Standards Authority on reasonable request.
 18. Upon the request of Promoter, the winners will be required to complete and return an Affidavit of Eligibility, Waiver of Liability and, except where prohibited by applicable law, Publicity Release Forms (collectively, the "Release Forms") within five (5) working days after the date such Release Forms are sent to winner, in accordance with Promoter's instructions.
 19. It is the responsibility of the participant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of the prize in order for their prize to be processed. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize.
 20. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason any element of the Prize is not available, the Promoter reserves the right, at its sole discretion to substitute another prize for it, of equal or greater value.
 21. If the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right to disqualify any individual who tampers with the entry process or does not comply with these Terms & Conditions and to cancel, modify or suspend the Promotion or invalidate any affected entries.
 22. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to Instagram.
 23. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to the Promoter and not to Instagram, and that Instagram has no liability for any element of this Promotion.
 24. The Promoter may request that the winners participate in publicity arising from the Promotion. The winners are under no obligation to participate and may decline this request. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
 25. The Promoter reserves the right to verify the eligibility of entrants. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification.

26. If the Promoter decides, winners and/or any guest may be required to submit to a confidential background check or to provide suitable information to answer questions to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Promoter into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the promotion as determined by the Promoter in its sole discretion. This will include all relevant banning orders or related incidents regarding the Winner and/or any guest at any venue as required by the government, the police or relevant law enforcement agencies or organisations. Part of this process may also include questions during the claim process and a review of personal information sourced from data available in the public domain.
27. The Promoter together with any associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a Prize, except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.
28. In the instance that the Main Prize winner is a US resident, in case of any dispute: By participating in the Promotion, entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with the Promotion, or prize awarded, will be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion but in no event attorney's fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to, claim punitive, incidental, or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses.
29. An entry must be made directly by the individual entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries submitted by macros or other automated means together with entries which do not satisfy the requirements of these Terms & Conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the Promotion in a way that is not consistent with the rules of the Promotion, that entrant's entries will be disqualified and any prize awarded will be void. Entrants are not permitted to enter using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
30. The Promoter will not be liable for any failure to comply with its obligations or any delay in performing its obligations within these terms and conditions If an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God, or any other circumstances beyond the reasonable control of the Promoter.
31. The Promoter may refuse to award a Prize in the event of any entrant's fraud, dishonesty, breach or non-entitlement under these Terms & Conditions or seek recovery of its value if the Prizes have been awarded.
32. Any and all personal data supplied for the running of this Promotion will be used solely for the purpose of this Promotion by the Promoter and/or by any agent appointed by it to assist with running the Promotion on behalf of the Promoter and will not be disclosed to a third party for any other purpose unless your positive

consent has been obtained. Your personal data will be handled in accordance with the Promoter's privacy policy, available at: <https://www.oneplus.com/legal/privacy-policy>. You agree to Promoter and its agents collecting and processing your personal data, including, without limitation, name and Instagram handle, for purposes of administering the contest and fulfilling the prize.

33. If any provisions of these Terms & Conditions are judged to be invalid, illegal or unenforceable, this will not affect or impact the continuation in full force and effect the remainder of the provisions.
34. By entering this Promotion, you will be deemed to have agreed to be bound by these Terms & Conditions.
35. If a discrepancy between these Terms & Conditions and the details in any promotional material arises, the details in the Terms & Conditions will prevail.
36. These Terms & Conditions are governed by English law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales.
37. You shall at all times comply with all applicable laws, codes and regulations.

Promoter: OnePlus Technology (Shenzhen) Co., Ltd. Business Address: 18/F, Block C, Tairan Building, No. 8 Tairan Road, Futian District, Shenzhen, Guangdong, China 518000

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