

## **Contest Terms & Conditions**

The following terms and conditions ("**Terms and Conditions**") shall apply to the online broadcast contests ("**Contests**") held during Qualcomm Snapdragon Conquest Free Fire open 2020 Esport Tournament ("**Tournament**") organized by Tesseract Esports LLP ("**Tournament Organizer**") and sponsored by Qualcomm CDMA Technologies Asia-Pacific Pte Ltd. ("**Qualcomm**"). Participation constitutes acceptance of these Terms and Conditions by each participant ("**Participant**").

The Contests will be held from 12<sup>th</sup> March 2021 till 13 March, 2021, on Qualcomm Snapdragon Conquest Youtube and Facebook handle during live broadcast of matches of the Tournament. The Contests will be administered by the Tournament Organizer.

### **1. Eligibility requirements for participation include the following -**

- i. The Contests are open to individual legal residents of India above 18 years of age and belonging to any State/UT, who have a valid residential address, contact number, email id and Youtube account.
- ii. Employees of Qualcomm, Xiaomi Technology India Private Limited ("**Xiaomi**"), Tournament Organizer and/or their affiliates, and their immediate family members are not eligible to participate.
- iii. Participation in the Contests are purely voluntary, and no purchase is necessary, nor any participation or other fee is required to be paid for participating in the Contests.
- iv. Participants must not be involved in any part of execution or administration of the Contests.

### **2. Steps for Participation are as follows -**

- i. The Participants will have to subscribe to the official Qualcomm Snapdragon Conquest Youtube (<https://www.youtube.com/c/QualcommSnapdragonConquest>); Facebook (<https://www.facebook.com/snapdragonconquest>) and Instagram handles (<https://www.instagram.com/snapdragonconquest/>) i.e. to follow the handles using their registered Youtube, Facebook and Instagram accounts prior to participating in the Contests. The Contests will be available for participation only through official Qualcomm Snapdragon Conquest Youtube handle.
- ii. In addition to other parameters and criteria decided by Tournament Organiser and Qualcomm, a concurrent viewership target maybe set on the live broadcast day of league and finale matches of the Tournament to initiate these Contests.
- iii. Multiple Contests may be held in each live broadcast day or no Contests may be held on a particular day.
- iv. When a particular Contest is initiated, a question will appear as a lower third/ banner during the live broadcast on the official Qualcomm Snapdragon Conquest Youtube(<https://www.youtube.com/c/QualcommSnapdragonConquest>).
- v. The Participants will have to post the answer to the Contest question correctly in the live chat window on the YouTube channel only. Proof of posting shall not be deemed as proof of delivery. Entries which are incomplete, ineligible, corrupted, misdirected, lost or delayed due to any technical or transmissions failures or any other reason or are rejected due to being defamatory, illegal, hateful, sexually explicit, harmful, unfit, profane etc., shall not be considered as eligible entries. Neither Qualcomm nor any of its representatives, affiliates, advertising and/or promotion agencies are responsible for incorrect or inaccurate entries, errors, technical malfunction, lost/delayed data transmissions, interruptions, deletions, defects, failure of any computer or other network, equipment, or any combination thereof, inability to access twitter handles or make postings or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete entries.

### **3. Winner Selection Method -**

- i. Based on the accuracy, merits and shortest time taken to post the correct answer to the Contest question on the live chat and subject to meeting the criteria for the Contests, the first Participant to post the correct answer to the Contest question on the live chat window of the official Qualcomm Snapdragon Conquest Youtube(<https://www.youtube.com/c/QualcommSnapdragonConquest>) during the live broadcast will be selected as the winner for each Contest ("**Winner**").

- ii. Winners for the Contests will be selected based on the correct answer posted first, from Youtube, and not from any other platforms.
- iii. No other criteria or justification need be given for the selection of the Winners. The decision of Tournament Organizer regarding the first correct and complete posting, and the Winner, will be final and binding. No review or correspondence will be entertained in this regard.

#### 4. **Claiming the Awards -**

- i. The notified Winners will have to send relevant details (including but not limited to name, age and address proof, Facebook/Instagram/Youtube username etc.) via email to the email designated by the Tournament Organizer for verification, along with a screen shot of the pinned message (announcing the user as the Winner) in the live chat window, in order to claim the award.
- ii. Upon preliminary verification of the details sent by the Winner by email, the Winner will then need to complete a secondary verification with the Tournament Organizer which may include verification via video calls. Once the Winner is verified and confirmed by the Tournament Organizer, the Tournament Organizer will provide the Winner with a redemption code provided by Xiaomi to place orders for one Redmi 9 Power mobile phone (4+64 GB) ("**Devices**") each, in the following manner:
  - The Code can be redeemed on [www.mi.com/in](http://www.mi.com/in), the related mobile website or the mobile application (collectively mi.com);
  - Winners must access mi.com;
  - Winners must create an account, or log in using her/his existing account;
  - Winners must access the coupon section on mi.com (Account -> Coupons);
  - Under the coupons section, the Winners must enter the unique coupon Code provided to her/him, thereby adding the Code to her/his account;
  - Winners must add the Product for which he/she is eligible to avail the Code, to cart;
  - Winners must apply the Code before placing the order; and
  - The cart value will become Indian Rupees Zero (INR 0). However, delivery fees of INR 50/- will be applicable and borne by Winners;
  - All codes shall be valid till 31 March 2021. All codes unutilized by such date shall lapse.
- iii. The Devices are non-transferable and cannot be clubbed with the benefits under any other contest, offer or competition organized by Tournament Organizers or Qualcomm or its affiliates. The Devices cannot be exchanged for cash or kind, and no such requests will be entertained.
- iv. Invoicing, shipping, delivery, warranty, replacements, repairs, defects or service related issues of Products and all other matters relating to all Products ordered by Winners / Finalists using the Codes shall be managed by Xiaomi as per the terms set out at [mi.com](http://mi.com), to the exclusion of Qualcomm.. The Winner shall directly contact Xiaomi directly for any information or issues in this regard, including delivery, shipping, activation, product or service issues, warranty, repair, replacement etc.
- v. All other costs, taxes if any, including delivery charges, insurance and incidental costs that may be levied or incurred on the Devices shall be fully borne by the Winner.

#### 5. **General Terms and Conditions -**

- i. The Contests will be governed by these standard Terms and Conditions. Each Participant agrees that he/she has read and understood these terms and by their participation in the Contests, each Participant agrees to be bound by the Terms and Conditions. Mere participation should not be perceived as any commitment on the part of Tournament Organizers or Qualcomm to select a Participant as the Winner. Nothing herein amounts to a commitment by Tournament Organizers or Qualcomm to conduct further, similar, or other contests in future.

- ii. This promotion or Contests are in no way sponsored, endorsed, or administered by, or associated with, YouTube. Any questions, comments or complaints regarding the promotion and the Contests will be directed to Tournament Organizers, not to YouTube.
- iii. Incomplete information provided or failure to provide true and accurate information, failure to submit proof of identification and/or other details to claim the Devices will automatically disqualify the Participant. Further, Tournament Organizers reserves the right to remove, in their sole and absolute discretion, any submission deemed inappropriate or not in compliance with these Terms and Conditions or disqualify any Participant who violates these Terms and Conditions or found tampering with the entry process or otherwise interfering with the proper administration of the Contests or otherwise, at any time. The Participants hereby acknowledge that they shall have no right to object to any such decisions and that the Tournament Organizer's decisions in this regard shall be final. Tournament Organizers or Qualcomm shall have no obligation to post, display, or otherwise make publicly available any material or content submitted by the Participants.
- iv. Each Participant must ensure that his/her participation in the Contests is in accordance with all applicable laws. Participants represent and warrant that he/she is eligible to participate and submit responses for the Contests. By participating in the Contests, Participants hereby warrant that all information submitted is true, current, and complete in all respects including name, contact details etc. Tournament Organizers reserves the right to verify the eligibility of all Participants. In the event of a dispute, an entry will be deemed to have been submitted by the owner of the YouTube account listed on the entry and the associated email address, such owner to be a natural person. For the purpose of the Contests and these Terms and Conditions, the term Participant will mean and include Winner(s) where applicable. Participants shall not submit any entry that infringes any third party's rights, including proprietary rights or intellectual property rights, privacy, publicity, or confidentiality obligations or violates applicable laws.
- v. The Participants agree and consent that the Tournament Organizers, Qualcomm and/or their affiliates may reproduce, edit, display, transmit, prepare derivative works of, modify or publish or otherwise use his/her name, information and/or image, photographs and other details of the Participants, including likeness and status, social media handle in any publicity material, as well as their entry or submissions, the material or content (text or visual) submitted by the Participants, including for marketing purposes without any further notice, review, consent or payment. The Participant relinquishes all rights to claim The Tournament Organizers may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants. Participants may be contacted using the contact information provided by such Participant.
- vi. The Tournament Organizers or Qualcomm or its affiliates do not and will not accept any liability or responsibility for any for any comments/remarks, damage, loss, injury, or disappointment suffered by any Participant or any third party as a result of entering the Contests or accepting any awards. Further, Qualcomm or its affiliates shall not be liable for any costs associated with Participant's participation in the Contests.
- vii. The Contests are conducted on an as-is where-is basis. Subject to applicable laws: (a) all warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Qualcomm and its affiliates including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any competition, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, prizes or awards acquired or obtained through the Contests or any transactions effected through the Contests; (b) the Participant expressly agrees that his/her participation in the Contests is at the Participant's sole risk and is governed by the Terms and Conditions a herein; and (c) no advice or information whether by representations, oral, written or pictorial derived from the website or through the Contests shall be construed to mean the giving of any warranty of any kind by Qualcomm or its affiliates.
- viii. To the maximum extent permitted by law, in no event shall Qualcomm or its affiliates be in any manner liable for any direct, indirect, consequential, special, exemplary, or punitive damages or losses or for any

damages for loss of revenue, data, and/or profits, whether foreseeable or unforeseeable, arising out of or in connection with the Contests, whether under contract, tort, strict liability, breach of warranties or otherwise, and even if they have been advised of the possibility of those damages. Should the disclaimer of liability hereinabove be deemed unenforceable by a court of competent jurisdiction as per applicable law, then notwithstanding anything herein, the aggregate liability of Qualcomm and its affiliates in connection with the Contests, for any and all claims, actions, proceedings, losses, damages, liabilities, costs or expenses of any kind, whether in contract, tort or howsoever, shall in no event exceed Rs. 100 (Indian Rupees One Hundred only).

- ix. The Participant understands and acknowledges that the Devices provided to the Winners are given and shipped by Xiaomi. The Tournament Organizers, Qualcomm or its affiliates shall not be liable in any manner whatsoever for any claims, losses, product issues or damages, warranty, repairs, replacements, other services, costs or expenses in connection with or arising from the Contests or the redemption or use of the Devices.
- x. The Tournament Organizer, Qualcomm or its affiliates shall not be responsible or liable in any manner whatsoever for any claims, losses, liabilities, damages, costs or expenses in connection with (<https://www.mi.com/in/>) or the ordering process detailed above, or in relation to shipping or delivery of the Devices or the Devices provided as such, including for any warranties, service, activation, working condition, damages, defects, repair, or replacement of the Devices.
- xi. The Participant releases and undertakes to defend and indemnify the Tournament Organizers, Qualcomm and/or its affiliates and each of their directors, shareholders, officers, employees and representatives and keep them harmless against any claims, actions, suits, proceedings, causes of action, losses, damages, liabilities, awards, penalties, fines, charges or other levies or costs and expenses which may arise out of or in connection with (i) Participant's participation in the Contests and/or his/her entries; (ii) breach of any Terms and Conditions contained herein by the Participant (iii) breach of applicable laws or infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right by the Participant and, or, arising from participation in the Contests; and/or (iv) with the acceptance, possession or use of Devices (including claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy).
- xii. Nothing in the Contests shall affect any intellectual property rights of Qualcomm or its affiliates in any product or service, which may be the subject matter of the Contests. Qualcomm and its affiliates reserve all rights, title and interest in their intellectual property including any registered or unregistered trademarks and trade names.
- xiii. In addition to these Terms and Conditions, other specific terms may be imposed by the Tournament Organizers and/or Qualcomm any time to deal with any unforeseen situation. The Tournament Organizers and/or Qualcomm also reserve the right to change the Terms and Conditions contained herein and, or, any other rules and regulations in respect to the Contests at any time without any notice, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be displayed on-line or intimated separately.
- xiv. Tournament Organizers and/or Qualcomm reserve the right to modify, withdraw or discontinue the Contests or any and all aspects of the Contests, including but not limited to, the name, format, prize, content, and time, at any stage without any liability whatsoever to the Participant and, or, any third party. Should the Contests be terminated prior to the expiry of the contest period, Tournament Organizers and Qualcomm reserve the right to declare Winners based on the entries received before the termination date.
- xv. Any attempt by a Participant to deliberately damage any website or channel or undermine the legitimate operation of the Contests is prohibited. Should any such attempts be made, Tournament Organizers and Qualcomm reserve the right to pursue rights and remedies, including seeking damages from any such Participant, to the fullest extent permitted by law.

- xvi. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with this promotion, these Terms and Conditions shall prevail.
- xvii. The Contests shall be governed by and construed in accordance with the laws of India with the courts in Bangalore having exclusive jurisdiction.
- xviii. Tournament Organizers decisions shall be final and binding in all matters related to this Contest, including interpretation and application of these Terms and Conditions (without prejudice to any claim that could be filed before the Court).