

**Buy a new OnePlus Nord 3 5G or a OnePlus Nord CE 3 Lite in combination with a Joint Offer at PROXIMUS \* between 1<sup>st</sup> April and 30<sup>th</sup> June 2024, the Participant will receive OnePlus Nord Buds 2.**

## **OnePlus Product Plus Promotion**

### **Terms and Conditions**

#### **Promotional organiser:**

This Campaign is product promotion of OnePlus Benelux represented by Reflection Investment B.V., Hofplein 20, 3032AC Rotterdam ("Promoter"). The handling is done by 10XCREW, Don Boscostraat 4, 5611 KW Eindhoven.

#### **Promotion Period:**

The Campaign begins on 1<sup>st</sup> April 2024 10:00 (CET) and ends on 30<sup>th</sup> June 2024 at 23:59 (CET). ("Promotion Period").

#### **Eligibility:**

Private customers aged 18 and over who are resident, and business customers with their registered office, in the Netherlands, Belgium or Luxembourg are eligible to participate, provided they purchase the device for their own use and not for resale (hereinafter referred to as "Participants"), who purchase one of the listed Promotional Devices from one of the Participating Retailers during the Promotion Period.

Promotional Devices are:

| SKU        | Promotion Name            | Commodity Name   | EAN-13 digits |
|------------|---------------------------|--|---------------|
| 5011103074 | OnePlus Nord 3 5G         | OnePlus Nord 3 5G CPH2493 Europe 128GB 8GB Tempest Gray EU           | 6921815625025 |
| 5011103075 | OnePlus Nord 3 5G         | OnePlus Nord 3 5G CPH2493 Europe 128GB 8GB Misty Green EU            | 6921815625049 |
| 5011103076 | OnePlus Nord 3 5G         | OnePlus Nord 3 5G CPH2493 Europe 256GB 16GB Tempest Gray EU          | 6921815625056 |
| 5011103077 | OnePlus Nord 3 5G         | OnePlus Nord 3 5G CPH2493 Europe 256GB 16GB Misty Green EU           | 6921815625063 |
| 5011102565 | OnePlus Nord CE 3 Lite 5G | OnePlus Nord CE 3 Lite 5G CPH2465 Europe 128GB 8GB Pastel Lime EU    | 6921815624172 |
| 5011102564 | OnePlus Nord CE 3 Lite 5G | OnePlus Nord CE 3 Lite 5G CPH2465 Europe 128GB 8GB Chromatic Gray EU | 6921815624134 |

Participating Retailers are

| Region | Name     | Period        |
|--------|----------|---------------|
| BE     | Proximus | 01/04 – 30/06 |

The Campaign offer does not apply to devices purchased through private sales, sales through commercial resellers or online auctions. The date of invoice applies, for online purchases the date of order acceptance.

A maximum of two (2) promotional devices per household can be registered and used for participation. A maximum of five (5) promotional devices per business can be registered and used for participation. By participating in the Campaign, you represent and warrant that you meet all eligibility requirements.

### **Promotional Giveaways:**

Purchasers of a Promotional Device will receive **OnePlus Nord Buds 2 worth €69 (RRP)** (hereinafter the "Promotional Giveaway") as a promotional giveaway when they register the purchase of the device during the promotional period specified below via the promotional mechanics described below. In the event of unforeseen circumstances, the Promotional Organiser may replace the Promotional Giveaways with products of equal or higher value.

### **Promotion mechanics**

Participant visits campaign URL <https://promotions.activationboxx.com/oneplus/> to claim the purchase between 10:00 (CET) on 1<sup>st</sup> April 2024 and 23:59 (CET) on 15<sup>th</sup> July 2024 ("**Claim Period**"). An incomplete Claim or a Claim that arrives after 23:59 (CET) on 15<sup>th</sup> July 2024 will not be accepted.

A copy of the proof of purchase for the purchased Promotion Device with the following information: Invoice date/order date, complete type or product name, purchase price, reseller information. On the registration form, the Participant has to choose **OnePlus Nord Buds 2 worth €69 (RRP)**.

Within two (2) working days the Claim will be checked, and the Participant will receive a response via email to confirm whether the Claim has been successful and validated.

If a Claim is deemed to have been submitted incorrectly the Participant will be notified through email and offered the opportunity to provide the required information within two (2) working days.

Claims that are incomplete will be deemed invalid. No responsibility is accepted by the Promoter for lost, delayed or damaged data which occurs during any communication or transmission of Claims.

The Promoter reserves the right at its reasonable discretion to disqualify Claims which it considers do not comply with these Terms and Conditions. The Promoter shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Claims including, without limitation, to require further verification as to proof of purchase, as well as the identity, age and other relevant details of a Participant.

If a Participant returns the Promotion Device before submitting a Claim, the Participant must not make a Claim. If a Participant returns or cancels the delivery of a Promotion Device after submitting a Claim, the Claim will be invalid and the Participant must cancel the Claim immediately by sending email to [\[oneplus@activationboxx.com\]](mailto:oneplus@activationboxx.com) . The Promoter reserves the right to check with Participating Retailers whether a Promotion Device has been returned and by submitting a Claim the Participant provides consent to the Promoter to do so.

If you have problems with the Claim, please contact the customer support via email to [【oneplus@activationboxx.com】](mailto:oneplus@activationboxx.com) .

If a Participant returns or cancels delivery of the Promotional Device after submitting a claim and receiving the Promotional Giveaway, the Participant must return the Promotional Giveaway to the Promoter. In this case, if a Participant does not return the Promotional Giveaway to the Promoter, the Promoter will charge a price equal to the RRP of the Promotional Giveaway.

### **Please note the following**

These Terms and Conditions only govern the eligibility for and claim of Promotional Giveaway. The delivery and warranty of the Promotional Device and Promotional Giveaway products are governed by the general rules that apply to the purchase of these products.

Pay-out of the value of the Promotional Giveaway is excluded.

The right to participate cannot be resold or assigned; it applies exclusively to the owner of the registered Promotional Device.

The Promoter is entitled to terminate the Campaign prematurely or to change the Terms and Conditions of participation. This applies in particular to cases of force majeure and in the event that proper implementation of the Campaign cannot be guaranteed for technical and/or legal reasons.

The Campaign offer is only valid while stocks last, this also applies insofar as you have already received a claim confirmation.

We reserve the right to exclude Participants from this Campaign who violate these Terms and Conditions, provide false, misleading or fraudulent information or use unfair means.

### **Liability**

Promoter is only liable for direct damage caused by the defectiveness of Products made or delivered by it or for direct damage relating to the execution of the orders.

If Promoter is liable for any reason whatsoever, the compensation per event shall never exceed the total amount of the invoice paid by the customer to Promoter for the month concerned by the loss, including Service Charges, or if the loss is covered by Promoter's insurance, the amount actually paid out by the insurer in the case concerned.

Promoter is never liable for indirect damage, including but not limited to loss of profit, consequential damage, loss suffered, lost savings and damage due to business interruption. The Promoter is never liable for loss in respect of third parties.

### **Data Protection**

The customer's personal data will only be collected, stored and processed for the purpose of carrying out the Campaign. The data will not be passed on to third parties who are not connected with the execution of the Campaign and will be deleted after the Campaign has ended and all claims arriving from it are time-barred. In all other respects, the use of this data is governed by the privacy policy of OnePlus (<https://www.oneplus.com/nl/legal/privacy-policy-bnl>).

**Applicable law**

The law of the Netherlands is exclusively applicable, unless otherwise prescribed by law. Nothing in these Terms and Conditions affects the rights of the consumer to rely on the mandatory local law.