SAMSUNG ELECTRONICS (UK) LIMITED PRE ORDER GALAXY BUDS PROMOTION TERMS AND CONDITIONS

Participants agree to be bound by these terms and conditions (the "Terms and Conditions"). Any information or instructions published by the Promoter about the Promotion at www.samsung.com/uk/offer/galaxys10-preorder form part of the Terms and Conditions.

The Promoter

1. The Promoter is Samsung Electronics (UK) Limited, Samsung House, 1000 Hillswood Drive, Chertsey, Surrey, KT16 OPS (the "**Promoter**").

Promotion Period

2. The Promotion will commence at 00:01 (GMT) on 20 February 2019 and shall close at 23:59 (GMT) on the 7 March 2019 (the "**Promotion Period**").

Eligibility

- 3. To be eligible to participate in the Promotion you must be a resident (aged 18+) of or a company registered in the UK, Isle of Man, Channel Islands or Republic of Ireland ("Participant").
- 4. Employees or agents of the Promoter that are involved in the operation of this Promotion or anyone professionally connected to this Promotion are not eligible to enter.
- 5. Network providers, retailers, distributors, resellers and any person who purchases a Promotion Product (defined below) for resale or otherwise not as the user of the Promotion Product, may not participate in this Promotion and is specifically excluded as a Participant.

Offer

- 6. Participants who pre-order a new (i.e. not second hand) qualifying Samsung product as shown below in Table 1 (a "Promotion Product") from a Participating Retailer shown in Table 1 below ("Participating Retailer") in the UK, Channel Islands, Isle of Man or Republic of Ireland within the Promotion Period will be eligible to claim a pair of Samsung Galaxy Buds in white by redemption (the "Reward").
- 7. <u>Table 1 Promotion Products, Participating Retailers and Corresponding Rewards</u>

PROMOTIONAL PRODUCT	SKU	PARTICIPATING RETAILERS	REWARD
Samsung Galaxy S10+ 1TB	CN4 CO7FF	UK RETAILERS: A1 Comms,	
	SM-G975F	Amazon.co.uk, AO.com, Argos, Brighthouse, BT, BT Shop,	
Samsung Galaxy S10+ 512GB	014 00755	Carphone Warehouse, Carphone	Samsung Galaxy Buds (white)
	SM-G975F	Warehouse Business, Currys PC	
Samsung Galaxy S10+ 128GB	SM-G975F	World, e2save.co.uk, EE, GiffGaff, ID Mobile, Jersey Telecom, John Lewis, Littlewoods, Manx	
Samsung Galaxy S10 512GB	SM-G973F	Telecom, Mobile Phones Direct, Mobiles.co.uk, Onecom, O2,	

Samsung Galaxy S10 128GB		Samsung Experience Store,	
, come and come , case and a	SM-G973F	Samsung Shop Online, Selfridges,	
		Sky, Sure, Tesco Mobile, The	
		Smartphone Company, Three,	
		Vodafone, Very, Virgin Mobile,	
		Aerial Communications,	
		Computacenter, Daisy Telecom,	
		Insight, Voice Mobile, XMA	
		IRELAND RETAILERS: Argos, C&C	
		Cellular, Carphone Warehouse,	
		Carphone Warehouse Business,	
		Connections Limited, Currys PC	
		World, DID Electrical, Egans	
		Mobile Phone Store LTD, Eir,	
		Euronics, Expert, Harvey Norman,	
		Irish Mobile, Irwins Ltd, Kelco	
		Communications, Kerry Phone	
		Group, King Communications, PG	
		Communications, Phones Made	
		Easy, Power City, Samsung	
		Experience Store, Samsung Shop	
		Online, Sky, Soundstore Ireland,	
		South West Communications,	
		Synchro, Talk to Me, Tesco	
		Mobile, The Smartphone	
		Company, ThePhoneStores.ie ,	
		Three, Virgin Mobile, Vodafone	
		Ireland, Arnott's (Expert).	

- 8. Pre-orders from auction websites (e.g. eBay) or from third party sellers on online retailers' websites (e.g. Amazon Marketplace) are specifically excluded from this Promotion.
- 9. Rewards are non-transferable and there is no cash alternative. In the event of unforeseen circumstances, the Promoter may substitute a Reward of equal or greater value for the Reward.

Claims

- 10. Once the Promotion Product has been delivered, Participants must complete the online claim form in the BENEFITS section of the Samsung Members app pre-installed on their new device. Participants might have to create a Samsung account if not already registered. To complete the online claim, upload proof of purchase or Pre-Order advice notice and provide all other required information (a "Claim").
 - 11. Claims must be submitted between 00.01 (GMT) 8 March 2019 to 23:59 (GMT) 8 April (the "Claim Period"). Claims received outside the Claim Period will be marked as invalid and will not be accepted.

- 12. Participants may submit a maximum of one (1) Claim per Promotion Product pre-ordered. The maximum number of Claims per Participant is two hundred and fifty (250), regardless of the number of Promotion Products purchased.
- 13. Participants will be sent an email to confirm their Claim has been received by the Promoter instantly upon entry of a Claim. Please note that Claims received may take up to seven (7) days from the date of receipt of a Claim and Participants will be sent an email to confirm whether their Claim has been successful and validated ("Claim Validation").
- 14. If an email acknowledgement has not been received, it is the Participant's responsibility to contact the Promoter's customer service team by email at galaxybuds@samsungpromotions.claims or by phone (UK) 0345 216 0144 / (Ireland) 01 653 3907 within seven (7) days of a Claim being submitted
 - 15. If a Claim is deemed to have been submitted incorrectly, the Participant will be notified via email and SMS and offered the opportunity to provide the required information within seven (7) days. If no response is received within seven (7) days of the email and SMS, then the Claim shall be marked as invalid and the Participant will no longer be eligible to receive the Reward.
 - 16. Claims that are incomplete or damaged 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.
 - 17. The Reward will be delivered within thirty (30) days of the Claim being validated to the postal address provided in the Claim.
 - 18. The Promoter reserves the right at its absolute discretion to disqualify Claims which it considers do not comply with these Terms and Conditions.
 - 19. 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 pre-order, as well as the identity, age and other relevant details of a Participant.
 - 20. If a Participant returns a Promotion Product before submitting a Claim, the Participant must not make a Claim. If a Participant returns or cancels the delivery of a Promotion Product after submitting a Claim, the Claim will be invalid and the Participant must cancel the Claim immediately by calling (UK) 0345 216 0144 / (Ireland) 01 653 3907. The Promoter reserves the right to check with Participating Retailers whether a Promotion Product has been returned and by submitting a Claim the Participant provides consent to the Promoter to do so.

Privacy and Data Protection

- 21. The Promoter's use of any personal information submitted by the Participant shall be limited to communications about the Promotion and for managing the redemption process. The Participant hereby consents to its personal information being used for this purpose and confirms that it agrees with the Promoter's privacy policy available at: www.samsung.com/uk/info/privacy.html. The Participant may withdraw consent to such use of personal information by writing to the Promoter or by using the opt-out process outlined in the Promoter's privacy policy.
- 22. Other than as set out in these Terms and Conditions, the details and information provided by the Participant when entering the Promotion or claiming the Reward will not be used for any other purpose, nor shall they be passed to any third party.

General

- 23. The Promoter shall not be liable for any interruption to the Promotion whether due to force majeure or other factors beyond the Promoter's control.
- 24. The Promoter reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the Terms and Conditions of the Promotion.
- 25. The Promoter will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or Claims; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; or (e) any printing or typographical errors in any materials associated with the Promotion.
- 26. Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in the Terms and Conditions as being included.

- 27. By participating in this Promotion, you agree, to the maximum extent permitted by applicable laws, to release and hold the Promoter harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotion, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Reward. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Promoter's negligence.
- 28. The Promotion is governed by the law of England and Wales.