# SAMSUNG ELECTRONICS (UK) LIMITED GIFT-WITH-PURCHASE 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 https://www.samsung.com/uk/watch-active-offer/ and https://www.samsung.com/ie/watch-active-offer/ 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 23 December 2019 and shall close at 23:59 (GMT) on 29 January 2020 (the "**Promotion Period**").

# Eligibility

- 3. To be eligible to participate in the Promotion you must be an individual resident (aged 18+) of, or a Company registered in the United Kingdom, 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 at Condition 7) for resale or otherwise not as the user of the Promotion Product, may not participate in this Promotion and are specifically excluded as a Participant.
- 6. This Promotion is not available in conjunction with any other Samsung offer or gift with purchase promotion.

## Offer

7. Participants who purchase a new (i.e. not second hand, refurbished or ex-display) Samsung Galaxy device as listed below at Table 1 ("Promotion Product") from a Participating Retailer as defined in Table 2 below ("Participating Retailer") in the UK, Channel Islands, Isle of Man or Republic of Ireland (the "Territories") either online, instore or via telesales within the Promotion Period, will be eligible to claim one (1) Samsung Galaxy Watch Active in Silver as shown in Table 1 below ("Reward") by redemption, subject to full compliance with the Terms and Conditions.

## Table 1 - Promotion Products and Corresponding Rewards

Promotion Product	SKU	Reward
Samsung Galaxy S10 128GB	SM-G973F	Samsung Galaxy Watch Active in Silver
Samsung Galaxy S10 512GB	SM-G973F	(SKU: SM-R500NZSABTU)
Samsung Galaxy S10 5G 256GB	SM-G977B	
Samsung Galaxy S10+ 128GB	SM-G975F	
Samsung Galaxy S10+ 512GB	SM-G975F	
Samsung Galaxy S10+ 1tb	SM-G975F	
Samsung Galaxy Note 10+5G 256GB	SM-N976B	

Samsung Galaxy Note 10+ 5G 512GB	SM-N976B	
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# **Table 2 – Participating Retailers**

## **PARTICIPATING RETAILERS**

## **UK RETAILERS**

Affordable Mobiles, Amazon.co.uk (sold & dispatched by Amazon only), AO Mobile, AO.com, Argos, BT, Buymobiles.net, Carphone Warehouse, Carphone Warehouse Business, Currys PC World, Dixons Travel, e2save.co.uk, EE, Giff Gaff, Go Mobile, Harrods, ID Mobile, John Lewis, Littlewoods, Mainline, MDEE, Mobile Phones Direct, Mobiles.co.uk, O2, O2 Business, Phones.co.uk, Phonespot, Samsung Experience Store, Samsung Shop Online, Selfridges, Sky, Tesco Mobile, The Smartphone Company, Three, Very, Virgin Mobile, Vodafone, VOXI, Amazon Business, 4G Upgrades, A1 Comms, Aerial Communications, Arrow Communications, Daisy Communications, Daisy Connect, Insight, Intercity, Microsoft, Onecom, Pescado, Reward Mobile, Tela Technology, Virgin Media Business, Voice Mobile, XMA, 4com, Barclays Communications, Charterhouse, Comm-Tech, DBFB, Fluidone, Maintel, Plan IT, Sure, Plan Communications, BT Shop, Abzorb, Connect Total Communications, Tangible Benefit, UBT, Excalibur

IRELAND RETAILERS: Argos, Arnott's (Expert), Alpha Communications, Appliances Delivered, C&C Cellular, Carphone Warehouse, Carphone Warehouse Business, Connections Limited (uparty), Currys PC World, Carcom.ie, DID Electrical, Dixons Travel, Egans Mobile Phone Store LTD, Eir, Euronics, Expert, Exertis Ireland, 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, Uparty, Virgin Mobile, Vodafone Ireland.

- 8. Purchases 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. To claim, Participants must purchase a Promotion Product during the Promotion Period then visit <a href="mailto:samsungpromotions.claims/watchactiveoffer">samsungpromotions.claims/watchactiveoffer</a> and complete the online claim, upload proof of purchase, and all other required information (a "Claim").
- 11. Claims must be submitted within thirty (30) days of the date of purchase of the relevant Promotion Product ("Claim Period"), meaning the final claim date for purchases made on the 29<sup>th</sup> January 2020 is no later than 23:59 (GMT) on the 28<sup>th</sup> February 2020 (the "End Date"). Claims received after the End Date will not be eligible. For the avoidance of doubt, the date of purchase counts as day one (1).
- 12. Maximum one (1) Claim per Promotion Product purchased, a maximum of two (2) Claims per individual and a maximum of two-hundred and fifty (250) Claims per Company Participant.

- 13. Participants will be sent an email and SMS to confirm their Claim has been received by the Promoter instantly upon entry of a Claim. If an email acknowledgement has not been received, it is the Participant's responsibility to contact the Promoter's customer service team at watchoffer@samsungpromotions.claims or on 03452160151 (UK, CI and IOM Participants) or 015369575 (ROI Participants) within seven (7) days of a Claim being submitted.
- 14. Please note that Claims received will be processed within (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").
- 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 forty-five (45) days of the Claim being validated to the UK, ROI, Isle of Man or Channel Islands 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 purchase, 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 03452160151 UK, Cl and IOM Participants) or 015369575 (ROI Participants). 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.
- 21. This Promotion may not be combined with any other promotion offered by the Promoter. Where there is any overlap between Promotional Products offered within this Promotion and another Promoter promotion Participants will only be entitled to one (1) Reward per Promotion Product purchased and subsequent Claim made, regardless if their purchased Promotion Product qualifies under multiple promotions.

## **Privacy and Data Protection**

- 22. 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: <a href="www.samsung.com/uk/info/privacy.html">www.samsung.com/uk/info/privacy.html</a>. 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.
- 23. 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

- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. The Promotion is governed by the law of England and Wales.