# SAMSUNG ELECTRONICS (UK) LIMITED 100 DAYS PROMISE TERMS AND CONDITIONS

Participants agree to be bound by these terms and conditions ("**Terms and Conditions**"). Any information or instructions published by the Promoter about the Offer at <a href="https://www.samsung.com/uk/offer/soundbar-100-day-promise/">https://www.samsung.com/uk/offer/soundbar-100-day-promise/</a> form part of the Terms and Conditions.

#### The Promoter

1. The Promoter is Samsung Electronics (UK) Limited, Samsung House, 2000 Hillswood Drive, Chertsey, Surrey, KT16 ORS ("Promoter" or "Samsung").

#### **Purchase Period**

2. The Offer only applies to purchases made between 22 September 2023 to 24<sup>th</sup> October 2023 (the "Purchase Period").

#### Eligibility

- 3. To be eligible to participate in the Offer (defined below) you must be a UK resident aged 18+ ("Participant" or "you").
- 4. The Offer (defined below) is only available to consumers (e.g. not to any business or reseller purchasing for commercial use or resale).

### Offer

- 5. Participants who purchase a new (excluding unused display and clearance) Samsung 2023 Soundbar listed in **Schedule 1** (each a "**Offer Product**" and together the "**Offer Products**") from Samsung's online store (www.samsung.com/uk) (the "**Participating Retailer**") within the Purchase Period will be eligible to take advantage of Samsung's 100 Days Promise (the "**Offer**"). For the avoidance of doubt, if the Offer Product is purchased with a Samsung TV or any other Samsung product, only the Offer Product (Samsung 2023 Soundbar listed in **Schedule 1**) is entitled to benefit from the Offer. The Samsung TV or other Samsung product purchased with the Offer Product are not eligible for the Offer.
- 6. The Offer allows Participants to use an Offer Product in their own home for 100 days to determine if they would like to keep it. Participants have the right to return the Offer Product to the Participating Retailer for an exchange or refund (at the Participant's discretion) within 100 days of purchase.
- 7. The Offer Product must only be used for its intended purpose and must be returned in full working condition (reasonable wear and tear accepted at Samsung's discretion). The Offer Product must not be damaged (including but not limited to smashed, dented or badly scratched). If you selected for Samsung to carry out any installation or similar services upon purchase and you request a return: (a) you will not be entitled to a refund for any services either commenced or completed; and (b) Samsung will uninstall or reverse services provided to enable you to return the Offer Product.
- 8. The Offer Product must be returned with all accessories including but not limited to remote control, one connect box, stand and any free of charge items included within a promotion.
- 9. For the avoidance of doubt, Offer Products which are returned damaged (beyond reasonable wear and tear) or are non-functional as a result of damage will not be eligible for the Offer.
- 10. Offer not valid in conjunction with any cashback offer from the Promoter.

## **Redemption Process**

11. To claim under the Offer, Participants must contact Samsung via our website (<a href="www.samsung.com/UK">www.samsung.com/UK</a>), by email, by telephoning the Customer Call Centre (details are available here: <a href="contact-us">contact-us</a>) or by printing out and sending Samsung a completed model cancellation form (available <a href="here">here</a>) ("Notification") within 100 days of purchase, meaning the final date to Notify Samsung (for an Offer Product purchased on 24 October 2023) is 1 February 2024. You will then be informed of details of how to return or arrange collection of the Offer Product ("Redemption"). Please note, collection will only be available from the original delivery address and returns will only be free of charge when sent from the United Kingdom. For more details, please see our returns policy set out in the Terms and Conditions of Sale (available <a href="here">here</a>).

- 12. Offer Products must be returned within 14 days of Notification.
- 13. Refunds will be made to the bank account from which the Offer Product was purchased.
- 14. Participants may submit a maximum of one (1) Redemption per Participant and per Offer Product purchased and one (1) per household.
- 15. Redemptions that are incomplete or damaged will be deemed invalid.
- 16. The Promoter shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Redemptions 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.
- 17. The Promoter reserves the right at its absolute discretion to disqualify Redemptions which it considers do not comply with these Terms and Conditions.
- 18. Redeeming the Offer does not affect the standard warranty period or any other statutory rights.
- 19. The Offer cannot be transferred to another user.

#### **Privacy and Data Protection**

- 20. The Promoter's use of any personal information submitted by the Participant shall be limited to communications about the Offer and for managing Redemptions. 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="http://www.samsung.com/uk/info/privacy.html">http://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 optout process outlined in the Promoter's privacy policy.
- 21. Other than as set out in these Terms and Conditions or for the purposes of operating the Offer, the details and information provided by the Participant when making a Redemption will not be used for any other purpose, nor shall they be passed to any third party.

#### General

- 22. The Promoter shall not be liable for any interruption to the Offer whether due to force majeure or other factors beyond the Promoter's control.
- 23. 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 Offer.
- 24. The Promoter will not be responsible or liable for: (a) any failure to receive Redemptions or Claims due to transmission failures or other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged Redemptions 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 Offer.
- 25. By participating in this Offer, Participants 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 Offer. This 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.
- 26. The Offer is governed by English law.

# Schedule 1 Offer Products

Eligible soundbar product
HW-Q990C/XU
HW-Q930C/XU
HW-Q800C/XU
HW-Q700C/XU
HW-Q600C/XU
HW-S800B/XU
HW-S801B/XU