

## **GALAXY S8 PRE-REGISTRATION- TERMS & CONDITIONS**

**Please read these Promotion's Terms & Conditions carefully. Participation in this Promotion/Competition will constitute your agreement to comply with these Terms and Conditions (which may be amended or varied at any time without notice). If you do not agree with these Terms and Conditions, please do not participate in this Promotion/Competition. The responsibility is on participants to acquaint themselves periodically with the rules/terms.**

All participants during the term of this Competition agree to be bound by the following terms and conditions:

1. Promotion:  
Galaxy S8 Pre-Registration (Promotion). The promoter/organizer of the Competition is Samsung Electronics West Africa Limited.
2. Promotion/Competition Period:
  - 2.1 The Promotion/Competition will run from 00:00am on April 11, 2017 to 11:59pm on May 04, 2017 ("the Competition Period"). No entry received after this time will be considered.
  - 2.2 The duration of the Promotion may be extended or curtailed at the discretion of the organizer.
3. Who may enter:
  - 3.1 All participants must :
    - a. Be citizens or legal residents of Nigeria at the date of the commencement of the Promotion Period.
    - b. Must be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period.
  - 3.2 Participation in this Promotion excludes the Organizer, their directors, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with the Promotion and their spouses, life partners, parents, children, siblings, business partners or associates.
  - 3.3 The promoter reserves the right to select winners and disqualify participants in its sole discretion.

- 3.4 Participants must possess a valid form of identification which includes, but not limited to, International Passport (compulsory for prizes involving international travel), Drivers' License, and National ID card.
4. How to enter the Promotion:
  - 4.1 the participant must:
    - a. Pre-register to buy the Galaxy S8 and/or Galaxy S8+ within the promotion period
    - b. Purchase device(s) from any of the participating stores between May 5 – May 7, 2017
  - 4.2 Entry to this Promotion does not make any participant a winner.
  - 4.3 The Organizer accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified, subject to clause 4.4 below.
  - 4.4 Errors and omission may be accepted at the Organizer's discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.
  - 4.5 It is the participant's responsibility to ensure that any information which you provide to the Organizer is accurate, complete and up to date.
  - 4.6 The Organizers may require the participant to provide additional information such as IMEI number to confirm purchase of the mobile device or identity of the participant.
5. Can I enter more than once:
  - 5.1 Multiple entries per participant may be accepted at the Organizer's sole discretion and the organizer shall be sole adjudicator of any dispute in this regard and the Organizer's decision shall be final.
6. Prize:
  - 6.1 The Promotion gives participants an opportunity to receive a Starter pack
  - 6.2 Prize is not transferable. No substitution, cash redemption, or assignment of the Prize is permitted.
  - 6.3 The Organizer reserves the right to change the prize should they deem necessary, to a prize of similar economic value.
  - 6.4 The Prize may differ from that shown on the promotional material with regard to colour and specs.

- 6.5 The Prize shall be subject to stock availability and in the event of no stock being available; the Organizer in its sole discretion shall determine a suitable replacement in accordance with the Terms and Conditions.
  - 6.6 The promoter reserves the right to modify the qualifications for winning at any point in time during the competition, to select winners and disqualify participants in its sole discretion.
  - 6.7 Any and all tax implications and liabilities as a result of winning the Prize will be solely borne by the winner.
7. Selection Process:
- 7.1 The Selection Process of the winners will be conducted by the organizer between May 5 – May 7, 2017.
  - 7.2 Subject to availability and any other requirement of the Organiser, any pre-registered customer who buys either the Galaxy S8 and S8+ from any of the listed participating stores will receive a Samsung starter pack.
  - 7.3 If for any unforeseen reason the Selection process cannot take place on the aforesaid date or in the aforesaid manner, then the Organizer will endeavour to conduct the Selection process within a reasonable period thereafter and in a reasonable manner and shall provide details of the new Selection process and date on the participating official Samsung website: [www.galaxys8.ng](http://www.galaxys8.ng).
8. Limitation of Liability:
- To the extent permitted by Consumer Protection Act and any other applicable law:
- 8.1 The participant and/or winner(s) hereby indemnifies the Organizer against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Competition.
  - 8.2 The Organizer excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).
  - 8.3 The participant confirms that all images and content submitted by him/her in this competition are the participants original work and the participant shall fully indemnify the promoters for any liability or claims against them in this regard

9. General:

- 9.1 By participating in this promotion, the participant thereby agrees to the following:
- a. That his/her image, likeness and personality rights may be used by the promoter in the marketing or advertisement of this promotion for which no fee will be payable;
  - b. That he/she will act in good faith and follow the rules of the competition;
  - c. That upon winning the competition, he/she will co-operate with the promoter in any post-event publicity where they may be required to appear on television, radio, in printed publications or give an interview, for which no fee will be payable;
  - d. That upon winning the competition, he/she gives the promoter the right to use their image and such other personality rights for the promotion of Samsung products and other promotions for a period of 1 year commencing on the May 05, 2017
- 9.2 The Organizer reserves the right, at any time, to verify the validity of entries and participants (including but not limited to a participant's identity, age and place of residence) and to disqualify any participants who submit an entry that is not in accordance with these terms and conditions or who tampers with the entry process.
- 9.3 In the event that the winner is unreachable, ineligible, or fails to claim or accept delivery of the Prize within 7 days, the Prize shall be forfeited to another winner based on these Terms and Conditions.
- 9.4 In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any participant in this Promotion will be disclosed or used by the Organizer for any purposes other than for entry into the Competition and in accordance with clauses 9.1 above and 9.6 below.
- 9.5 Participants acknowledge and accept that the Organizer shall utilize a third party (the "Organizer's authorized agent/s") to contact the participant, in the event that the participant is a winner, and to arrange delivery of the Prize. In order to affect the contacting and delivery process, the Organizer's shall provide the participant's information to such third party.
- 9.6 Details of participants will not be used by the Organizer for Samsung related communication should the participant opt-out of receiving further communication from the Organizer.

- 9.7 Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Competition.
- 9.8 The Organizer's may in their sole discretion amend these terms and conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised terms and conditions. The onus rests on the participant to constantly check for updates to the terms and conditions.
- 9.9 If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organizer, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizer reserve the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities (if required).
- 9.10 Save as permitted by Law, the Organizer reserves the right to cancel, suspend or terminate this Promotion, without notice at any time, and such cancellation, termination or termination shall be deemed to have taken effect from the date of publication. No liability shall lie against the Organizer in favor of any participant, winner(s) and/ or third party arising from such cancellation, suspension or termination. Therefore the participant waives his/her right which they may have against the Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- 9.11 This Promotion/Competition is governed by these terms and conditions, as well as those of the relevant authorized participating stores, associated with this Promotion/Competition.
- 9.12 Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.
- 9.13 Any dispute arising out of or in connection to this Agreement, which cannot be resolved amicably within 10 working days shall be adjudicated by a Sole Arbitrator who shall be a nominee of the President of the Chartered Institute of Arbitration (UK) Nigeria Branch as stipulated in accordance with the Arbitration and Conciliation Act, CAP A18 Laws of the Federation of

Nigeria, 2004. The Arbitration proceedings shall be held in Lagos in accordance with Nigerian Law and the decision of the Sole Arbitrator shall be final and binding on both parties. The losing party shall bear the cost of the arbitration.

9.14 The Organizer reserve the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.

9.15 The Organizer accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Prize owing to, but not limited to, stock unavailability, strike, lock out, destruction of Prize on route to winner by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.

9.16 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

- a. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
- b. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

#### 10. Consumer Protection Act:

10.1 To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.