

SAMSUNG ELECTRONICS (UK) LIMITED
NOTE 8 AND DEX 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/note8dex/ form part of the Terms and Conditions.

The Promoter

1. The Promoter is Samsung Electronics (UK) Limited, Samsung House, 1000 Hillwood Drive, Chertsey, Surrey, KT16 0PS (the “**Promoter**”).

Promotion Period

2. The Promotion will commence at 00:01 (GMT) on 23 August 2017 and shall close at 23:59 (GMT) on 14 September 2017 (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, Channel Islands, Isle of Man or Republic of Ireland (“**Participant**”). If you are an individual aged 17 years old or younger, an individual 18 years or older must agree to these Terms and Conditions and make the Claim (defined below) as a Participant on your behalf.
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) model of the Samsung Galaxy Note 8 (the “**Promotion Product**”) from a Participating Retailer shown in the table below (“**Participating Retailer**”) (whether the pre-order is made in-store or online) during the Promotion Period and who receive and keep the Promotion Product may claim a Samsung DEX by redemption from the Promoter (the “**Reward**”).

Participating Retailers

The following network providers and retailers:

Argos, Carphone Warehouse (UK and Ireland), Currys PC World, EE, Eir, John Lewis, Littlewoods (UK and Ireland), O2, Samsung.com, Samsung Experience Stores, Sky Mobile, Three (UK and Ireland), Virgin Mobile, Very, Vodafone (UK and Ireland).

Plus selected business and enterprise resellers, solutions providers and network operators. Participants must check with their reseller, solutions provider or network operator to establish whether they are a Participating Retailer before purchase.

7. 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.
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. To claim, Participants must pre-order a Promotion Product during the Promotion Period then, between thirty (30) and sixty (60) days later, visit www.samsung.com/uk/note8dex/ to complete

the online claim form, upload proof of the pre-order of a Promotion Product and provide all other required information (a “Claim”).

11. Claims must be made between thirty (30) – sixty (60) days of the pre-order date of a Promotion Product (the “Claim Period”). For example, if a Promotion Product is pre-ordered on 14 September 2017, a claim must be made between 14 October 2017 and 13 November 2017.
12. For the avoidance of doubt, the date of pre-order counts as day one. Claims received outside the Claim Period will be marked as invalid and will not be accepted.
13. Participants will be sent an email and SMS to confirm that their Claim has been received by the Promoter. Within two (2) days of Claiming Participants will be sent an email and SMS 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 at dex@offers.samsungpromotions.claims or 03432 084 777 (UK) and 0152 679 96 (ROI) within thirty (30) 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. Delivery of the Reward will be to the UK, Channel Islands, Isle of Man or Republic of Ireland postal addresses provided in the Claim within thirty (30) days of Claim Validation.
17. This Promotion is not redeemable with any other offer from the Promoter.
18. 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.
19. The Promoter reserves the right at its absolute discretion to disqualify Claims which it considers do not comply with these Terms and Conditions.
20. 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.
21. If a Participant returns or cancels the delivery of 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: 03432 084 777 (UK) or 0152 679 96 (ROI). 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

22. The Promoter may use any personal information submitted by the Participant to advise Participants of future promotions and to provide information about products of the Promoter or its associated companies that may be of interest. The Participant hereby consents to such personal information being used for this purpose and confirms that it agrees with the Promoter’s privacy policy available at: <http://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.
23. Other than as set out in these Terms and Conditions or for the purposes of operating the Promotion, the details and information provided by the Participant when entering the Promotion or claiming the Reward will not be used for any promotional 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 Claim or Rewards; (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, expenses which are not stated in the Terms and Conditions as being included.
28. By participating in this Promotion 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 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 English law.