# Samsung Rewards Program Terms and Conditions

Updated as of 21.12.22

# PLEASE READ CAREFULLY. By enrolling in this Program, you agree to Samsung Rewards Program Terms and Conditions.

# 1. Overview of Samsung Rewards Program

Samsung Rewards Program (the "**Program**") is a loyalty program sponsored by Samsung Gulf Electronics FZE ("**Samsung**") through which individuals ("**Participant(s)**") who have a valid Samsung Account ID, may earn points ("**Rewards Point(s)**") that will be credited to their Rewards Account ("Rewards Account") as set forth herein.

The Program enables the Participants to earn the Rewards Points and redeem the Rewards Points on their next purchases on Samsung.com shop. By creating a Samsung Account ID the Participant will be enrolled into Samsung Rewards Program by default.

For additional information, please visit <u>https://www.samsung.com/ae/rewards/</u> The Program is available in the following countries; UAE, Qatar, Bahrain, Kuwait and Oman ("**Territory**").

#### 2. Eligibility and Participation in the Program

a. The Program is open to the residents in the Territory having a valid Samsung Account ID (<u>Samsung Account ID</u>). Samsung Account is subject to the Samsung Account Terms and Conditions available on the following link: <u>Samsung account</u>. The Samsung Account Terms and Conditions form an integral part of this Program Terms and Conditions. In case of any inconsistency or conflict between the Samsung Account Terms and Conditions and the Program Terms and Conditions, the Program Terms and Conditions shall prevail.

b. **Registration**. To enroll in this Program and thereby create a Rewards Account, the Participant is required to register online through the following link (<u>https://www.samsung.com/ae/rewards/</u>) or through the Samsung Members application with the email address associated with his/her Samsung Account ID and agree to the Program Terms and Conditions. Continued participation in the Program constitutes each Participant's continued full and unconditional agreement to the

Program Terms and Conditions, as they may be updated from time to time, and representation that the Participant meets the eligibility requirements set out in the Program Terms and Conditions. Those who do not comply with the Program Terms and Conditions may be prohibited from participating in the Program as determined by Samsung in its sole discretion. There is a limit of one (1) Rewards Account per Participant/e-mail address, regardless of whether more than one (1) Participant uses the same e-mail address.

c. **The Participant's Personal Information.** To learn how Samsung will use the personal information collected in connection with the Rewards Account and/or this Program, read Samsung Account Privacy Policy available on the following link: <u>https://account.samsung.com/membership/pp</u>. The Participant agrees that Samsung may collects, uses, discloses, transfers and stores any personally identifiable data and information about the Participant in accordance with Samsung Account Privacy Policy.

d. **Receive Notifications From Samsung.** By accepting these Terms and Conditions and signing up for the Program, the Participants hereby agree to receive communications, including but not limited to emails, and/or push notification messages to their Samsung device from Samsung for promotional, information and/or other purposes associated with Samsung Rewards to his/her Samsung Account as set forth in Samsung Account Privacy Policy.

### 3. Duration, Modification and Termination of the Program

a. The Program will continue until Samsung announces its termination, with or without prior notice or any form of written or verbal communication to the Participants. Samsung also reserves the right to suspend or modify the Program, at its own discretion, at any time with or without prior notice. Termination, modification or suspension may affect a Participant's ability to redeem accumulated Rewards Points.

b. A Participant's continued participation in the Program constitutes his or her acceptance of any changes to the Program Terms and Conditions.

# 4. Point Value, Forfeiture of Points, & Viewing Points

a. **No Cash Value or Transferability.** The Rewards Points do not constitute a property, nor entitle a Participant to a vested right or interest and have no cash value. As such, the Rewards Points are not redeemable for cash, transferable or assignable for any reason, accordingly, the Rewards Points are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale or transfer of the Rewards Points is strictly prohibited. The Rewards Points may not be sold on any secondary market, and any transfer of the Rewards Points to

a secondary market shall be deemed void. Any Rewards Points remaining in a Participant's account, after expiration which 24 month from the date the Rewards Points are credited in the Rewards Account, will be canceled and forfeited without compensation. There shall be no carry over or transfer of the Rewards Points to other Samsung programs, unless otherwise determined by Samsung in its sole and absolute discretion.

b. **Rewards Account.** The Participant's Rewards Points balance, earning – redeeming of Rewards Points and online purchase transactions activities are being recorded on the Program.

c. **Rewards Points Credits.** There are 14 days period which is required for the Rewards Points to reflect on the Participant's Rewards Account based on successful completion of an online product purchase. The Rewards Points will be only credited to the Rewards account following the expiration of the return period policy.

d. **Rewards Point Validity.** The Rewards Points are valid for up to 24 calendar month from the date that there were credited to the Rewards Account ("**Validity Period**").

e. **Rewards Point Expiration.** Rewards Points earned will expire after 24 calendar months after they were credited to the Rewards Account. Rewards Points that are not redeemed during the Validity Period will expire, and cannot be recovered/redeemed under any given circumstances.

f. **Payments.** Payments means the total cash amount paid by the Participant after deduction of taxes, service charges at participating online categories to earn Rewards Points.

g. **Redemption.** Redemption means when a Participant exchanges the Rewards Points in return of a potential discount on Samsung products available online on the Samsung online e-store.

h. **Uncredited Rewards Points.** In case the Rewards Points are not reflected into the Rewards Account, the Participant can claim it through the official Samsung customer support channel at 800-SAMSUNG (7267864) and the missing Rewards Points must be credited to the Rewards Account within seven (7) to up to ten (10) working days from the date of the registration of the complaint with Samsung customer support.

#### 5. Limitation of Liability

a. Samsung, and its subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, shareholders, agents and promotional and advertising agencies, successors, assigns (collectively the "Released Parties") are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction

or unauthorized access to or alteration of Program materials or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any web site or any combination thereof. In the event that the Samsung Members App and/or the Rewards Program is temporarily corrupted and suspended, a notice of such will be provided and the Participants will be advised to (1) not redeem the Rewards Points until such time that the Program, as originally intended, may be resumed and (2) that qualified transactions during this time period completed will not generate Points for the Participant.

b. By participating in the Program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless Samsung and their Released Parties from and against any claims, liabilities, damages, or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Program, or for any harm or injury caused by any third party.

c. Released Parties are not responsible for any products or services offered in the Rewards Catalog other than those manufactured by Samsung, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

d. As a condition of participating in the Program, Participant agrees that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Program or any item purchased therein shall be resolved individually with Samsung and/or third party (if any).

e. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of a competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

#### 6. General Terms and Conditions

a. Samsung reserves the right to suspend or discontinue the eligibility of any person who uses, or, in the case of suspension, is suspected of using, the Program in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of the Program eligibility, Samsung shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

b. The Samsung Rewards Program Terms and Conditions is governed by the laws of the country where the Participant resides within the Territory. Any dispute of whatever nature, which is directly or indirectly related to these Terms and Conditions, shall be governed by the laws of the country where the Participant resides within the Territory, and shall be resolved by the competent courts in the country where the Participant resides within the Territory. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participant's rights and obligations, or the rights and obligations of Samsung in connection with the Program, shall be governed by, and construed in accordance with the laws of the country where the Participant resides within the Territory.

c. Any attempt by any person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Samsung reserves the right to seek damages from any such person to the fullest extent permitted by law.

d. The Program is provided to individuals only. Corporations, associations, including school organizations, or other groups may not participate in the Program.

e. All questions or disputes regarding the eligibility for the Program, and/or its availability, and its Terms and Conditions will be resolved by Samsung in its sole discretion.

f. Samsung is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.

g. Participants are responsible for maintaining their contact information associated with their Samsung Account ID updated.

h. The Program is subject to all applicable laws and regulations and Participants shall comply with all applicable laws and regulations.

i. Samsung shall be entitled at its sole and absolute discretion to terminate or modify the Program or to modify, vary, delete or add to any of these Terms and Conditions at any time.

Sponsored by: Samsung Gulf Electronics FZE