

## Terms and Conditions

- The Samsung “#WithGalaxy” Campaign (“Campaign”) is primarily intended to create awareness for the Samsung Galaxy S22 Ultra (the “Device”) to customers (“Customer(s)”/“Participants”) in Bahrain, Kuwait, Oman, Qatar and the United Arab Emirates (the “Territory”); and shall take place between 10<sup>th</sup> June 2022 and end on 31<sup>st</sup> July 2022 (the “Campaign Period”).

### Mechanism

- The Campaign comprises an opportunity whereby Customers are welcome to take photos or Videos of their selection using their Samsung Galaxy Device (the “Contents”) and share it on their Instagram or Facebook page using the campaign hashtag #WithGalaxy #MakeNightsEpic and tag the Samsung Gulf Instagram page or Facebook @SamsungGulf or through Samsung members application, in addition to giving Samsung consent to feature the Contents on Samsung website [www.samsung.com](http://www.samsung.com) and any online and offline media channel Samsung sees fit.
- If the Customer participant Instagram or Facebook account is private, they can still participate by sharing their Content on their Instagram or Facebook page with #WithGalaxy #MakeNightsEpic in addition to sending direct message to the Samsung @SamsungGulf Instagram or Facebook page.
- The Contents of all participating Customers will be collected by Samsung, together with the personal details of all participants, and Samsung shall have the full discretion to select the shortlisted participants among which will only be one (1) winning participant (“Winner”) who shall win the grand prize (“Prize”) of attending the next mobile launch event (“Event”) which will take place in the United States of America in the second week of August 2022.
- The selection process of the Winner will be conducted by Samsung influencers (“Influencers”) based on the best Contents as per their sole discretion.
- The Prize shall include a free of charge economy flight ticket and accommodation as advised by Samsung.

- Winner shall be expected to procure their own visa arrangements and Samsung shall not be liable to Winners for failure to obtain any travel visa to the United States of America.
- 5 additional winners will be also picked by participating the AR filter activity, each winner will get an Epic Night Experience worth up to 1000 AED.

**Intellectual Property: Participants warrant that:**

- a. their entry is original and that they own all intellectual property rights in all materials comprising their entry.
- b. their entry is not and will not be owned or controlled in whole or in part by a third party who has not irrevocably consented to the use of their material for the purposes of entering this Competition;
- c. use of their entry and all materials comprising it will not infringe the intellectual property or other rights of any third party;
- **Ownership:** Copyright in all entries submitted for this Campaign remains with the respective Participant.
- However, Participants agree to grant Samsung a worldwide, exclusive, irrevocable, perpetual license (including the right to sub-license) to publish any or all of the submitted entries in any of their publications in any medium, including but not limited to their websites, on social media, and in any promotional material selected by authorized retailers and Samsung's stores, at any time without further payment to or consultation of the Participants.
- In consideration of the provision of the prize, the winner will be required to assign all intellectual property rights in their entry to Samsung without any further payment and agrees to complete all necessary documents required Samsung to achieve such an assignment.

**Eligibility to Participation**

- Samsung and Samsung associates' employees are not eligible to participate in the Campaign.
- This Campaign is only available for Customers aged Eighteen (18) years and above.
- Customers wishing to participate in the Campaign can follow instructions stated in the following website: (<https://www.samsung.com/ae/withgalaxy>)
- If the winner does not get USA visa in the period defined by Samsung, Samsung has the right to select another Winner to travel to USA.

- Samsung is entitled to anytime not to grant the Prize to any of the Winners if they do not have Samsung Members application on their Device.

#### **Shortlisted Customers and Winners Terms**

- Shortlisted Customers shall be contacted on their accounts of Social Media, Email, SMS or Telephone if available, to acquire their personal details and get their response on certain enquiries.
- Within 24 hours of contacting them, Shortlisted Customer should revert back to Samsung with their consent and confirmation that their Contents were taken using the Samsung Device and that Samsung has the right to publish the photos or videos in the way it finds suitable.

#### **General Terms**

- The Prize is not exchangeable for cash or other Samsung products.
- Upon selecting the Winner, the Customer shall receive the Prize at his/her own responsibility and understands that Samsung shall not be liable to him/her for any loss and/or damages of any kind whatsoever, that he/she may suffer from, which may render him/her unable to collect the Prize or which may arise out of the loss of his/her Device, or from the Prize being forgotten, or from the Prize being void for any other reason whatsoever.
- Samsung shall be entitled at its sole and absolute discretion to terminate or modify the Campaign or to modify, vary, delete or add to any of these Terms and Conditions at any time prior to or during the Campaign Period.
- **Data Protection**: by entering this Campaign you agree that Samsung may store the entry materials on its database.
- Any dispute of whatever nature, which is directly or indirectly related to these Terms and Conditions or to the Customer or Winner participation in the Campaign, shall be governed by the laws of the country where the Campaign takes place, and shall be resolved by the competent courts in that country.