

Samsung Experience Store Grand Re-opening in Yorkdale and Metrotown Contest

CONTEST RULES AND REGULATIONS

By entering this Contest, entrants agree to abide by these Official Rules. The decisions of the independent contest organization with respect to all aspects of the Contest are final. The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to the Sponsor and not to Instagram. The information you provide will only be used to administer the Contest in accordance with the Sponsor's privacy policy. Instagram is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Instagram.

1. SPONSOR & CONTEST PERIOD: THE SAMSUNG EXPERIENCE STORE RE-OPENING IN YORKDALE AND METROTOWN CONTEST (THE "CONTEST") IS SPONSORED BY SAMSUNG ELECTRONICS CANADA INC. ("CONTEST SPONSOR"), 2050 DERRY ROAD WEST, MISSISSAUGA, ON L5N 0B9. THE CONTEST IS ADMINISTERED BY CHEIL CANADA ("CONTEST ADMINISTRATOR"), 100-6790 CENTURY AVE. MISSISSAUGA ON). The Contest commences at 12:00:00 PM (ET) on **November 15, 2021** and will end at 11:59:59 PM (ET) on **November 23, 2021** (the "Contest Period"). All times are Eastern times.

2. ELIGIBILITY: To enter the Contest and be eligible to win, a person ("Entrant") must be a legal resident of Canada who at the time of entry has reached the age of majority in the province/territory in which he/she resides. This Contest is not open to employees of the Sponsor, affiliated companies, representatives or agents, their respective advertising or promotional agencies, the independent contest organization (the "Contest Parties"), or a member of any such employee's immediate family (regardless of where they live) or persons with whom any of the above are domiciled (whether related to the employee or not). In these Official Contest Rules & Regulations (the "Official Rules"), "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse.

3. HOW TO ENTER: No purchase necessary. To enter the Contest, you must first follow @SamsungCanada (the "Sponsor's Instagram Account") (if you are not already).

STEP 1: Take a selfie (photo or video) of yourself at any Samsung Experience Store in Canada (the "Samsung Store") ((collectively the "Content").

STEP 2: Upload your Content (see rule 5 Submission guidelines) from your Instagram account ("Submission") and include (i) the following hashtags #SamsungCanada #SamsungContest ; and (ii) mention/tag (the "Mention") @samsungcanada.

STEP 3: Post your Submission to your Instagram Account as an in-feed post to receive one (1) entry (the "Entry") into the prize draw (see rule 7) (subject to compliance with these Official Rules and the Submission guidelines in rule 5).

Entrants are subject to Instagram's Terms of Use; these can be found at <https://help.instagram.com/478745558852511>. The Sponsor is not responsible in any way for any

decisions Instagram makes regarding the Entrant's account with Instagram. To enter through the Instagram method of entry, you must have an Instagram account. If you do not have an Instagram account, you will need to create one. Download the Instagram App on your smartphone and follow the instructions to register for a free account.

By using Instagram through a wireless mobile device, standard text messaging and/or data rates may apply for each message sent or received from your device. Other charges may also be applied by your wireless carrier (consult your wireless plan for details before participating via wireless mobile device). Proof of participation by wireless mobile device is not a condition of entry. By posting a Submission to Instagram with the Hashtag and Mention, you are confirming that you have read and accept the Official Rules.

- 4. ENTRIES: Please note, all Submissions submitted as an Entry through Instagram must be set to public.** Entries must comply with the Submission guidelines detailed in rule 5 to be eligible. Limit of one (1) Submission per person per day during the Contest Period. Each Submission must be unique. Entries must comply with the Submission guidelines detailed in rule 5 to be eligible. You may only use one (1) Instagram account to enter the Contest. Anyone found to use multiple accounts to enter the Contest will be ineligible. Anyone found “spamming” by posting multiple unrelated updates or by sending large numbers of duplicates to @samsungcanada will be disqualified. Any person who is found to have entered in a fashion not sanctioned by these Official Rules and/or who has submitted more than the number of Entries permitted by these Official Rules will be disqualified. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor will not be responsible for late, lost, falsified, misdirected, garbled or incomplete Entries, which will be void. Proof of posting an Entry is not proof of receipt by Sponsor. All Entries must be posted by 11:59:59 PM ET on **November 23, 2021** (the “**Contest Close Date**”) to be entered into the prize draw (see rule 7). In the event an Entrant posts inappropriate content, in the sole discretion of the Sponsor, he or she will be disqualified. Any Entries that do not satisfy the requirements set out in rule 5 will be removed and be ineligible for entry into the Contest.

BY SUBMITTING AN ENTRY, YOU ARE REPRESENTING AND WARRANTING THAT YOUR ENTRY COMPLIES WITH ALL TERMS AND CONDITIONS STATED IN THESE OFFICIAL RULES. YOUR REPRESENTATIONS AND WARRANTIES ARE CONTINUING REPRESENTATIONS AND WARRANTIES. THEY MUST BE TRUE AT ALL TIMES DURING THE CONTEST. THE RELEASEES (AS DEFINED IN RULE 9) WILL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, REGARDING THE USE OF THE ENTRY BY THE SPONSOR, TO THE FULL EXTENT PERMITTED BY LAW. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE OFFICIAL RULES.

5. SUBMISSION GUIDELINES:

- i. All Submissions:
 - a. must be submitted through Instagram as an in-feed Post (not a story);

- b. must be a photo or video of the Content (defined in rule 3);
 - c. must include the Hashtags #SamsungCanada #SamsungContest;
 - d. must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons, including persons under the age of 13;
 - e. not contain any nude, sexually explicit, disparaging, discriminatory, libelous or other inappropriate content of any kind whatsoever;
 - f. must not contain any content that promotes any product or service other than that of the Sponsor;
 - g. must not contain any language suggesting or encouraging illegal activity;
 - h. must not contain anything that infringes or that may infringe anyone's rights, including intellectual property rights;
 - i. must not contain any personal information;
 - j. must not contain any copyrighted works (other than as owned by the eligible Entrant) or third party content that may be subject to and protected by intellectual property laws, including but not limited to artwork and photographs;
 - k. must contain entirely original materials that have never before been published or selected as a winner in any other contest;
 - l. must not contain any identifiable third party products and/or trade-marks, brands, logos or copyright, other than those of the Sponsor;
 - m. must not contain any reference to or likeness of identifiable third parties, unless consent has been obtained from all such individuals and such individuals are of the age of majority.
6. **PRIZES:** There will be a total of twenty (20) prizes (each a **"Prize"**) available to be won consisting of ten (10) grand prizes (each a **"Grand Prize"**) and ten (10) secondary prizes (each a **"Secondary Prize"**) which are as follows;
- I. **GRAND PRIZES:** There are ten (10) Grand Prizes available to be won, each consisting of one (1) Samsung wireless charger trio with an approximate retail value (the **"ARV"**) of \$120.00 (CAD) (colour to be determined at the discretion of the Sponsor).
 - II. **SECONDARY PRIZES:** There are ten (10) Secondary Prizes available to be won, each consisting of one (1) Samsung Galaxy SmartTag (EI-T5300BBEGCA) with an ARV of \$40.00 (CAD).
- Limit of one (1) Prize per person. The Prize must be accepted as awarded without substitution, is not transferable, not for resale and has no cash surrender value. The Sponsor reserves the right, in the event that a Prize cannot be awarded as described for any reason, to substitute another prize of equal or greater value, without liability.
7. **PRIZE DRAWS:** Two (2) random Prize draws will be held by Promotion Solutions (the **"Independent Contest Organization"**) at 2390 Bristol Circle, unit 3, Oakville, ON starting at 1:00 PM ET on **November 25, 2021** (the **"Draw Date"**). One (1) Grand Prize draw will be held to determine the ten (10) potential Grand Prize winners (each a **"Potential Grand Prize Winner"**) from among all eligible Entries received during the Contest Period and one (1) Secondary Prize draw will be held to determine the ten (10) potential Secondary Prize winners (each a **"Potential Secondary Prize Winner"**) from among all eligible Entries received during the Contest Period. The Potential Grand Prize Winner & Potential Secondary Prize Winner will herein be collectively referred to as a **"Potential Prize Winner"**. The odds of being

selected for a Prize depend on the total number of eligible Entries received during the Contest Period. The Sponsor will attempt to contact each Potential Prize Winner by sending a direct message (the “DM”) to the Entrant’s Instagram account and/or a comment on the Potential Winner’s Entry within five (5) business days of the applicable Draw Date. The Potential Prize Winner associated with the selected Instagram account must then (i) reply via Instagram Private Message within three (3) business days; (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question; and (ii) provide their full mailing address and contact details (“Mailing details”) for mailing purposes. If a Potential Prize Winner (a) does not reply via Private Message with their Mailing Details within three (3) business days; or (b) fails to correctly answer the skill-testing question, then they will be disqualified and another eligible Entrant will be randomly selected until such time as contact is made with a Potential Prize Winner or there are no more Eligible Entries, whichever comes first. The Sponsor will not be responsible for failed attempts to contact a Prize selected Entrant. The Prize will be shipped to the Prize winner(s) to the address provided in the DM within four (4) to six (6) weeks of the winner being confirmed.

- 8. CONDITIONS OF PARTICIPATION: Participants agree (a) to obey these Official Rules and the decisions of the Sponsor which are final and binding, (b) that, to the extent permitted by law, the Contest Parties will have no liability whatsoever for, are released and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest, and (c) except where legally prohibited, winners grant (and agree to confirm that grant in writing) permission to the Sponsor, the Contest Parties and those acting under the Sponsor’s authority the right to the use of his/her name, photograph, likeness, voice, image and biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.**
9. If a dispute arises regarding who submitted an Entry, the Entry will be deemed to have been submitted by the authorized account holder of the Instagram account used at the time of Entry. The authorized account holder is defined as the natural person who is assigned the Instagram Account by Instagram. An Entrant may be required to provide proof that he/she is the authorized account holder of the Instagram account associated with the Entry.
- 10. GENERAL:** The Sponsor and the independent contest organization do not assume any responsibility and are not responsible for (i) the incorrect or inaccurate capture of entry information and entries that fail to comply with the Official Rules; (ii) any loss, damage, or claims caused by the awarded Prize or the Contest itself; or (iii) any failure of Instagram during the Contest Period, including any problems, human or technical, printing errors, lost, delayed, garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines, or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an Entrant’s or any other person's computer related to or resulting from downloading any material connected to the Contest, all of which may affect a person’s ability to participate in the Contest. Entry material/data that has been tampered with or altered is void.

- 11.** All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of Entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with (i) the laws of the Province of Québec and the laws of Canada applicable therein in respect of residents of the Province of Québec, and (ii) the laws of the Province of Ontario and the laws of Canada applicable therein in respect of residents of the other Canadian provinces/territories, without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest could be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. This Contest is subject to all federal, provincial, territorial and municipal laws.
- 12.** The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to terminate or suspend this Contest or to amend the Official Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, the Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to terminate the Contest and conduct a random draw from all previously received eligible entries.
- 13. FOR QUEBEC RESIDENTS:** Any litigation respecting the conduct and awarding of a Prize in this Contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.
- 14. CONSENT TO USE PERSONAL INFORMATION:** The Sponsor respects your right to privacy. Personal information collected from Entrants will only be used by the Sponsor to administer the Contest. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please visit <https://www.samsung.com/ca/info/privacy/>.