**#GalaxyM32**
**TERMS & CONDITIONS**

**GalaxyM32** ("**the Contest**") is a contest launched by Samsung India Electronics Private Limited ("Samsung"), valid throughout India except in the states where prohibited by law.

The Contest will run from **28th June, 2021 12:00 PM IST** to **1st July, 2021 11:59 PM IST** (referred to as "Contest Days") on the official **Facebook, Twitter & Instagram** page of Samsung detailed herein below. There shall be a total of **two (2N) winner**, who shall be selected based on the criteria given in the clauses hereunder.

The terms and conditions of the contest are as mentioned below:

**General terms and conditions of the Contest:**

1. The Contest is valid for all Indian Citizens (except for residents of state of Tamil Nadu or having valid POA/POI issued by state of Tamil Nadu), who have attained the age of 18 years or above, except employees and family members of Samsung and its affiliate /associate / subsidiary companies and their suppliers, advertising agencies and event management companies ("Participant(s)"). Entries by persons below age of 18 years shall be disqualified.

2. Below are the details for Contest and Winner Announcement date:

   a) **Name of Contest: GalaxyM32 Contest**

   b) **Contest Day**: **28th June, 2021 12:00 PM IST** to **1st July, 2021 11:59 PM IST**

   c) **Last Date and Time of Participation**: **1st July, 2021 11:59 PM IST**

   d) **Winner Announcement Date**: **19th July, 2021**

3. The engagement/Contest will be held on Samsung's official Facebook page, Instagram and Twitter handle as mentioned herein under:
   https://www.facebook.com/SamsungIndia/
   https://twitter.com/SamsungIndia
   https://www.instagram.com/SamsungIndia/

4. Participation Criteria – To participate in the Contest, Participants needs to answer the question asked in the Contest Post and reply using hashtag "**#GalaxyM32**" and "**#SamsungM32**" with their answers in the comments section of Twitter & Facebook, for a valid entry on Instagram, participant needs to tag **@SamsungIndia** along with their entry. For a "valid" entry, Participants must use the above mentioned hashtag(s) failing which their entries will stand disqualified and no claims shall be entertained against Samsung or its authorized third party agencies

5. All the contest entries should reach us by **1st July, 2021 11:59 PM IST**.

6. Winner selection: The Winner(s) will be selected through a lucky draw which shall be conducted by a system generated randomizer. The draw shall be conducted from the pool of all valid entries received from the Participants. The results shall be final and no claims shall be entertained in this regard.

7. There shall be total of **two (2N) Winner** across all platforms i.e. Facebook, Instagram & Twitter. The Winner shall be eligible to receive one **Galaxy M32** each (hereinafter called as "**Prize**") from Samsung on submission of the relevant information detailed in below mentioned clauses. The colour and variant of the Prize shall be at sole discretion of Samsung.

8. The name of the Winner shall be announced by Samsung or its authorized third-party agency and uploaded on Samsung's official Facebook page, Instagram and Twitter handle on or by **19th July, 2021**. The Winner shall also be informed through email/DM. All contest winner communication will be sent from **contests.ind@cheil.com**.

9. Winners will be gratified from Samsung on submission of the relevant information detailed hereinafter. The Winner will have to send a copy of PAN Card (Self attested), Photo ID Proof i.e. copy of driving license or Passport or Voter ID Card or Ration Card (Self attested), Address proof: Driving license / Passport / Voter ID Card /Electricity Bill (shouldn't be more than 6 months old) (Self attested) in the manner and within such time period as provided in the email/DM which shall be sent to him/her informing about the results.

10. Winner shall ***bear all applicable taxes including but not limited to GST, income tax and any other statutory levy*** as may be applicable from time to time in relation to the Prize. The Winner is solely responsible for any other expense related to the acceptance of Prize and Samsung or its associate companies shall not in any manner be liable or responsible for the same. The applicable taxes (if any) will be informed to the Winner through email/DM and he/she shall be required to pay the same in the form of DD in the name of **Samsung India Electronics Pvt. Ltd. payable at Gurugram**.

11. Upon receipt of the documents and after verification of the information provided by the Winner, Samsung and/or its authorized third party agency shall dispatch the Prize to each Winner through courier at the address which is mentioned on the address proof submitted by the Winner. The Prize shall be dispatched to the Winner within 4 (Four) weeks post receiving the required verification documents from them. The Winner shall be sent emails informing them of the dispatch details/POD number/Airway Bill Number (AWB) for the courier enabling them to track the status of their Prize.

**12.** In the event a Winner is unreachable, ineligible, fails to submit the relevant documents or submits false/forged & fabricated documents, or fails to pay the applicable taxes (if any) or fails to claim the Prize within the stipulated time, the Prize shall stand forfeited and no claims shall be entertained in this regard either against Samsung or its authorized third party agency.

**13.** The Winner declared by Samsung will be given only **one (01N)** Prize for this Contest, irrespective of him/her giving additional valid entries on the Contest Day.

**14.** The Prize shall be on "AS IS" basis and Samsung shall not be responsible for the same and no disputes shall be entertained in this regard. Further Samsung reserves its right to change the Prize with some other Product of equivalent value at its sole discretion.

**15.** The Winner is subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by Samsung and complete compliance with these terms and conditions. Samsung reserves the right to verify the Winner's details either on its own or through its authorized agency / person and the Winner shall provide all necessary assistance in such verification. In exercising this right, Samsung may ask the Winner to provide any documentary or other form of evidence, and if evidence does not establish the same then Samsung, in its sole discretion, will have the right to disqualify the Winner and no claims shall be entertained in this regard.

**16.** Samsung further reserves the right to reject any entry by a Participant / Winner which is either invalid, incomplete, is derogatory or the documents submitted by the Winner prima facie appears to be false and fabricated.

**17.** The Prize cannot be exchanged with any product or item, is non-transferable and cannot be en-cashed under any circumstances. Accessories, if any shown with the Prize shall not form part of the Prize to be provided to the Winner.

**18.** Participation in the Contest implies that Participants agree to all Terms & Conditions of the Contest. Anybody found using any unfair means will be immediately disqualified.

**19.** The participation in the Contest is voluntary. Participation in this Contest constitutes acceptance of these terms and conditions. By participating in this Contest, Participant agrees to receive communication(s) from Samsung and/or its event management company relating to the Contest and Participant unconditionally agrees not to make any claim or raise any complaint against Samsung and/or its officers, directors, employees, subsidiary or any authorized third party agency in this respect.

**20.** This Contest is in no way sponsored, endorsed or administered by, or associated with any social media platform. The Participant will be providing their information to Samsung and not to social media channels. By participating in the Contest, the Participant hereby

consents to the accessing of information of the user on social media platforms of Samsung India or anywhere else by Samsung and/or authorized third party agency for the purpose of this Contest and agrees to be bound by the "Privacy Policy" available on Samsung's website.

**21.** Further, Samsung and its affiliates/associates/subsidiary companies shall be at liberty to use the entries received for its media coverage, advertisement or publicity in any form which is existing today or will be known anytime in the future without any further consideration to the Participants including promotion of any products manufactured, distributed and/or supplied by it;

**22.** Participant agrees that all/any entries appearing posted with regard to the Contest are their responsibility.

**23.** Participants shall not post any profanity or abusive comments on the Samsung's page. In the event of any such profanity or abusive comments posted on such pages, Samsung reserves its rights, in addition to removing such post, to take a legal action against such Participant and/or user.

**24.** Contest shall be void, if prohibited by law. In such case, Samsung shall not be liable to provide any gift(s)/ Prize(s) or compensation to the Winner on any account.

**25.** No other offers/contests can be clubbed with this Contest.

**26.** Samsung reserves the right to amend the terms and conditions of or withdraw/discontinue, temporarily or permanently, this Contest, with or without prior notice if required by the authorities or for any other reason beyond its control (including, without limitation, in the case of anticipated, suspected or actual fraud).

**27.** A Participant shall be deemed to have notice of any such amendments or interpretations upon publication of the same on Samsung's Facebook page and shall be deemed to have accepted such amendments or interpretations by virtue of his/her continued participation in this Contest.

**Representation and Warranties by Participant**:

**1.** Participant represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/ or entering into the Contest the Participant warrants that all information provided by the Participant regarding its name, age, state, city, address, phone number, etc., is true, correct, accurate and complete and that the Participant is authorized to provide such information and consents to the use of such information by Samsung and/or its event management company.

**2.** Participant represents and warrants that the entries shall not (i) violate the rights of any party including but not limited to the intellectual property rights and/or any central, state or

local laws or rules or ordinances; or (ii) contain anything which, if published, would adversely affect the reputation of Samsung.

**3.** Participant agrees not to post entries which: (a) are harmful, threatening, abusive, harassing, blasphemous, objectionable, defamatory, vulgar, pornographic, pedophilic, invasive of another's privacy, hateful, ethnically or otherwise objectionable, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; (b) cause annoyance or inconvenience or deceive or mislead Samsung and/or it's customers about the origin of such content which is grossly offensive or menacing in nature; (c) belong to another person or entity (d) are adverse, offensive / derogatory reference to Corporations or Brands; (e) are adverse, offensive / derogatory reference to any personality, living or dead; (f) be adverse, offensive / derogatory reference to communities, living or extinct (g) be/have adverse, offensive / derogatory reference to any city, building, geographical feature, etc. that can be singularly / uniquely identified in the world (h) have adverse, offensive / derogatory reference to any gender (i) have adverse, offensive / derogatory reference to animals; (j) have adverse, offensive / derogatory reference to physical / racial attributes; (k) be lascivious or appeals to the prurient interest or the effect whereof is such as to tend to deprave or corrupt any person; (l) are such whose presentation, dissemination or disclosure whereof, infringes any patent, trademark or any intellectual property right or confidentiality obligation; (m) be declared by Samsung acting in its sole discretion, to be opposed to standards of morality or decency, or to be opposed to public policy or to Samsung's internal code of conduct or other policies/guidelines adopted by Samsung. (n) shall be adverse, offensive / derogatory reference to any other companies, organizations, religious associations, political parties, governments (state and central), anyone's private life, any other commercial and non-commercial entities; (o) shall be such which could give ground for action for defamation or misrepresentation or breach of confidence or breach of copyright or is otherwise offensive to the public; (p) such that communicates words, which incite terrorism, the misuse of weapon, or encourage or incite a person to commit criminal offence; (q) is such that suggest or encourage or incite any person to use harmful substance or engage to dangerous practices; (r) is such whose purpose either directly or indirectly is to promote the sales of goods or services shall bear an identification stating that the message or program is an advertisement and the content of the message or program is an advertisement.

**4.** Participant agrees that Samsung shall have sole rights to information posted by Participant as regards the Contest.

**5.** Participant agrees and consents that any and all information submitted by the Participant including but not limited to the submissions and personal information of the Participants may be required to be shared with other third parties engaged by Samsung, for the purposes of verifying and/or to audit the authenticity of the entries received from the Participants. Further, the Participant hereby understands that such third parties may be located outside the jurisdiction of India and notwithstanding anything, each Participant

consents to transfer of information (including any personal information) to any such locations.

6. Participant gives Samsung the right (in perpetuity) to publish and broadcast anywhere in the world, for editorial, advertising, promotional, marketing and/or other purposes and in any media, Participant's and/or Winner's entry (in part or full), his/her name, image, likeness and/or photograph (except where prohibited by law) without any further permission or consent or consideration in any form, including but not limited to, royalty.

7. Participant agrees that Samsung shall not be liable for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession, or use of any Prize (except any liability which may not be excluded under applicable law). The Prize shall be on "AS IS" basis.

8. Participant hereby agrees to indemnify and keep Samsung, its associated companies, its event management company, its authorized third party agency and their respective directors, officers, employees, contractors and agents, indemnified against any and all losses, claims (including but not limited to third party claims), injuries, costs, fees, fines, penalties, taxes, charges and any other liability arising out of any act of omission, commission, fraud, negligence or misconduct by the Participant.

**Disclaimers:**

1. Samsung and/or their directors, employees, officers, affiliates or subsidiaries shall not be responsible for system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or other technological difficulties or any other force majeure event that may prevent a Participant from participating in the Contest. Further, Samsung 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 entries or Prizes; (c) any computer or communications related malfunctions or failures including but not limited to damages resulting from downloading any materials in connection with the Contest; or (d) any printing or typographical errors in any materials associated with the Contest or (e) any loss, disruptions, damages (indirect, special, consequential, incidental or punitive), liabilities, injury or disappointment incurred or suffered as a result of entering/participating in Contest and/or by use of such entries/posts by Samsung; or (f) any delay, damage, non receipt, lost, misrouted Prizes.

2. Samsung shall not be liable for delay in delivery of Prize due to non-availability of stocks or for any other reason beyond its control.

3. Samsung shall not be responsible for the slow internet connection or stoppage of bytes during the log-in session. It is the Participant´s sole discretion to use dial-up or broadband connection.

4. Samsung has the right to cancel entries with incomplete information or illegal contents (statements of a racist, sexist or defamatory nature) or statements glorifying violence which could be construed as deriding or insulting or similarly offending specific individuals or groups.

5. Samsung shall not be liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss.

6. Samsung does not make any commitment, express or implied, to respond to any feedback, suggestion and/or queries of the Participants or furnish any reason or explanation for inclusion and/or exclusion of any particular submission of the entry of a Participant at any stage of the Contest.

7. Samsung reserves the absolute right to amend the terms and conditions of the Contest or extend the Contest Day or cancel or discontinue the Contest or any part thereof without giving any reasons or prior notice.

8. Contest shall be void in any state where prohibited by law. All relevant national and local laws apply. Individuals residing in such states shall not be eligible to participate in the Contest. In such case, Samsung shall not be liable to provide any free cash-back, gift(s) or compensation to the Participant on any account.

9. Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.

10. Samsung accepts no responsibility of licensing and copyright issues of the uploaded/posted and/or edited pictures/images/posts. Should the Participant have questions about licensing issues and copyright, Participant must contact their appropriate local legal services forum for advice. Any postings of pictures by Participant, will be presumed by Samsung as consented by such Participant and subject to fulfillment of any IPR related formalities by such Participant. Samsung shall always trust the same in good faith, unless any claim is made by any third party, for which the Participant hereby indemnifies Samsung for all claims, costs, damages, risks and expenses.

11. In no event shall Samsung be liable for losses or any incidental or consequential damages arising out of or in connection with the Contest, its services or any errors or omissions in these terms and conditions (however arising, including negligence). Samsung shall not be responsible for any product or service liability of any kind.

12. In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Contest, these Terms and Conditions shall prevail over all such other instructions, rules and conditions.

13. Nothing on Samsung's Facebook page, or on any other website of Samsung relating to this Contest, shall be construed as conferring any license or other rights under the intellectual property or other proprietary rights of Samsung or its related companies or any third party, in any manner whatsoever.

**Intellectual Property Rights**

All rights, title and interest including but not limited to the Intellectual Property Rights in the promotional material(s) and any/all registrations received shall vest solely and exclusively with Samsung at all times and Samsung shall be entitled to use the database of the entries received or any information in any media for future promotional, marketing and publicity purpose without any further reference or payment or compensation to Participant. Participant shall be solely responsible for any consequences which may arise due to any kind of infringement of copyrights or any kind of intellectual property rights belonging to any other person/ entity etc. and also undertake to indemnify Samsung and its officers, directors, employees etc. on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis.

**Jurisdiction:**

Decision of Samsung in relation to the Contest and matters incidental thereto shall be final and binding on the Participants. All disputes shall be governed by the laws of India. These terms and conditions shall be governed by exclusive laws of India and the courts located at Gurugram, Haryana shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Contest.

**ALL PARTICIPANTS ACCEPT THE TERMS AND CONDITIONS STATED HEREIN, AND AGREE TO BE BOUND BY THE DECISION OF SAMSUNG AND WARRANT THAT THEY ARE VOLUNTARILY PARTICIPATING IN THIS CONTEST AND RELEASE SAMSUNG FROM AND AGAINST ALL CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THEIR PARTICIPATION AND/OR ENTRY IN THE CONTEST.**