

Terms and Conditions

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| I. | Name of the Offer | #Proud to Own Campaign |
| II. | Provided by | Samsung India Electronics Pvt. Ltd. |
| III. | Offer period | Offer shall be valid till 2 nd Feb'21 to 3 rd march'21 (" 30 Days Campaign Period"). Samsung reserves the right to extend or annul the offer period at its discretion. |
| IV. | Place & Outlet Coverage | >Offer valid in West Bengal, Sikkim, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Arunachal and Tripura only. >Offer available in all types of Multi Brand Outlets and Samsung Exclusive Outlets in West Bengal, Sikkim, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Arunachal and Tripura (hereinafter referred to as "Outlet"). |
| V. | Eligibility for Participation | Offer valid for Indian Citizens who have attained the age of 18 years or above, except employees & family members of Samsung & its affiliates/associate/subsidiary companies & their dealers/distributors/retailers, suppliers, advertising agencies & even management companies. |
| VI. | Participation Criteria | > Participant need to scan QR Code and fill up the questioner and share on their personal facebook account along with #proudtoown |
| VII. | Prize Details/Prize Matrix | There shall be a total of twenty five (25N) winners under this Offer who will be selected through a system generated randomizer out of the valid entries received under this Campaign. Winners will be eligible to receive one (1N) Galaxy Fit-e 2 ("Prize") each. >The Participants need to follow the below mentioned steps in order to be eligible for participation - Visit the nearest Multi brand outlet or Samsung Exclusive outlet Scan the QR code from the POSM. After scanning the QR Code, a pop-up will be shown with a questioner. Customer need to fill up their personal detail and submit. Participant must have the active Facebook account. Customers to do video shoots/Selfie/caption post & share their stories / Fond memories of Galaxy S Series and need to be shared on their own social Media Handles with #proudtoown. Existing Galaxy S series users to post videos and photos talking about how they have been loyal users of Galaxy S series for years and this year Samsung has made their experience more epic than ever with the new #GalaxyS21 Series. |
| VIII. | Selection of winner | > Weekly draw will be initiated, during the Campaign period. > All post on social Media will be checked / verified by the authorized agency >Only valid entries from Video/Static post that shared on FB will be eligible for the draw under this Campaign. >Eligible winners will receive one (1N) Galaxy Fit-e 2. One winner will be eligible for one Prize only irrespective of the number of entries. >The Prize shall be on As Is basis & as per stocks availability. Samsung shall not be responsible for any technical problems of social Media and customers handset, non-availability mobile network due or various reasons like climatic conditions, labour unrest, insolvency, business exigencies, Government decisions, operational & any other technical issues or any other force majeure conditions etc. >Prize cannot be exchanged with any other product or item, is no-transferable & cannot be en-cashed under any circumstances. |

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| | | <p>>Winners announced by the authorized agency shall be final and no claims shall be entertained in this regard.</p> <p>>The results will be uploaded on https://www.samsung.com/in/offer/regional-promo-2021/ within 30 days from the end of the Campaign Period.</p> |
| IX. | Documents to be submitted by the Participant for availing the Prize | <p>Following documents needs to be submitted within 30 days either from date of intimation to the winner through telephone/SMS/email or from the declaration of the winners on https://www.samsung.com/in/offer/regional-promo-2021/ (the URL link) whichever is earlier.</p> <p>Name, Address, Contact number, Alternate Mobile number, email id Copy of Invoice for the purchase – whether within the offer period Copy of PAN card Valid POA & POI –Driving licence, electricity bill (not older than last 6 months) or any other valid document issued by the Govt. of India which can be recognized as valid POA/POI. Any other document as informed or required by the Company For collecting the Prizes winners needs to carry the originals of the above mentioned documents.</p> |
| X. | Verification of the documents & contacting the winners | <p>>Documents submitted by the winners will be subjected to verification and validation by Samsung directly or through its authorized third party agency which may be stationed in India or Outside.</p> <p>>Post verification & validation the eligible winners will be informed through telephone/SMS/email as submitted by them at the time of participation. The call centers engaged for the same will be calling the winners during Monday to Saturday between 9:30am to 6:30pm respectively.</p> <p>>The date, time & venue for collecting the Prizes shall be informed to the winners and the same will be subject to submission of valid documents and applicable taxes as detailed in the clauses below.</p> <p>>In case any documents are prima facie found to be false & fabricated, the entry of such Participant/winner shall be disqualified and no claims shall be entertained in this regard.</p> |
| XI. | Delivery of Prize | Post verification Prizes will be handed over to the winners only at the date, time & venue communicated to the winners. |
| XII. | Applicable Taxes clause | >All applicable taxes to be borne by the Winner and Samsung or its authorized third party shall not be responsible / liable for the same. For paying applicable taxes DD has to be issued by the Winner in favor of “Samsung India Electronics Pvt Ltd” payable at Guwahati. |
| XIII. | Reminder (including forfeiture clause) | If the eligible winner fails to submit the documents within 30 days either from the date of intimation or from the date of publication of the results on the URL link, Samsung shall send a reminder notice through call/email/SMS to the respective winner. If the required documents and the applicable taxes are still not received within 7 days from the said reminder, the Prize of the winner shall stand forfeited |

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| | | and no claims shall be entertained in this regard against Samsung or its authorized third party agency. |
| XIV. | Conditions related to Prize | All Prizes shall be on As Is basis & as per stocks availability. Samsung shall not be responsible for non-availability of Prize due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies, Government decisions, operational & technical issues or any other force majeure conditions etc. Prize cannot be exchanged with any other product or item, is no-transferable & cannot be en-cashed under any circumstances. |
| XV. | Publicity | Participant unconditionally consent to accessing of information and/or images of Participant by Samsung or its authorized agency for media coverage, advertisement or publicity for present & future communications without any further consideration to the Participant including promotion of its products anywhere in the World. |
| XVI. | 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. |
| XVII. | General Conditions | <p>>Participant represents & warrants that he/she is legally competent to enter into binding contracts under applicable laws and any/all information submitted by him/her is true, correct, accurate & complete.</p> <p>>By Participating in the Offer, it means that the Participant has given its consent to Samsung and/or its third party agency (whether located in India or Outside) to contact them through call, SMS or email with respect to this offer and shall not make any claim or raise any complaint against them.</p> <p>>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 Offer or with the acceptance, possession or use of any Prize.</p> <p>>Participant agrees to indemnify Samsung, its associated companies, event management company & 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.</p> <p>>Samsung reserves the right to change/alter & modify the terms & conditions of this Offer at any given point at its sole discretion without giving any reason whatsoever.</p> <p>>Samsung reserves the right to substitute the Prize(s) with Prize(s) of equivalent value under this Offer at its sole discretion without giving any reasons. The choice as to the color, make & model of the Prize(s) shall be completely at Samsung's discretion.</p> <p>>Samsung shall not be liable for any technical, physical delay in transmission or submission of the entries by the Participant or any disruptions, losses, damages, computer related malfunctions/ failures which affect the participation of the</p> |

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| | | <p>Participant or any force majeure conditions or damages caused by Act of God, Governmental actions.</p> <p>>Samsung shall also not be responsible for non-availability of Stock(s) or Prize(s) due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies or operational & technical issues.</p> <p>>Samsung shall have the right to disqualify / cancel the entries of any Participant with incomplete information or illegal contents (statement of racist, sexist or defamatory) or on any other ground without giving any reasons.</p> <p>>Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.</p> <p>>In no event shall Samsung be liable for losses or any incidental or consequential damages arising out of or in connection with the Offer, its services these Terms(however arising, including negligence). Samsung shall not be responsible for any product or service liability of any kind.</p> <p>>In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Offer, these Terms shall prevail over all such other instructions, rules and conditions.</p> |
| XVIII. | Jurisdiction | Decision of Samsung in relation to the Offer and matter incidental thereto shall be final and binding on the Participant. All disputes shall be governed by the laws of India. These Terms shall be governed by exclusive laws of India and the courts located at New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer. |
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| | | <p>Participant must have the active Facebook account.</p> <p>Customers to do video shoots/Selfie/caption post & share their stories / Fond memories of Galaxy S Series and need to be shared on their own social Media Handles with #proudtoown.</p> <p>Existing Galaxy S series users to post videos and photos talking about how they have been loyal users of Galaxy S series for years and this year Samsung has made their experience more epic than ever with the new #GalaxyS21 Series.</p> |
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| XVII. | General Conditions | <p>>Participant represents & warrants that he/she is legally competent to enter into binding contracts under applicable laws and any/all information submitted by him/her is true, correct, accurate & complete.</p> <p>>By Participating in the Offer, it means that the Participant has given its consent to Samsung and/or its third party agency (whether located in India or Outside) to contact them through call, SMS or email with respect to this offer and shall not make any claim or raise any complaint against them.</p> |

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| | | <p>>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 Offer or with the acceptance, possession or use of any Prize.</p> <p>>Participant agrees to indemnify Samsung, its associated companies, event management company & 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.</p> <p>>Samsung reserves the right to change/alter & modify the terms & conditions of this Offer at any given point at its sole discretion without giving any reason whatsoever.</p> <p>>Samsung reserves the right to substitute the Prize(s) with Prize(s) of equivalent value under this Offer at its sole discretion without giving any reasons. The choice as to the color, make & model of the Prize(s) shall be completely at Samsung's discretion.</p> <p>>Samsung shall not be liable for any technical, physical delay in transmission or submission of the entries by the Participant or any disruptions, losses, damages, computer related malfunctions/ failures which affect the participation of the Participant or any force majeure conditions or damages caused by Act of God, Governmental actions.</p> <p>>Samsung shall also not be responsible for non-availability of Stock(s) or Prize(s) due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies or operational & technical issues.</p> <p>>Samsung shall have the right to disqualify / cancel the entries of any Participant with incomplete information or illegal contents (statement of racist, sexist or defamatory) or on any other ground without giving any reasons.</p> <p>>Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.</p> <p>>In no event shall Samsung be liable for losses or any incidental or consequential damages arising out of or in connection with the Offer, its services these Terms(however arising, including negligence). Samsung shall not be responsible for any product or service liability of any kind.</p> <p>>In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Offer, these Terms shall prevail over all such other instructions, rules and conditions.</p> |
| XVIII. | Jurisdiction | <p>Decision of Samsung in relation to the Offer and matter incidental thereto shall be final and binding on the Participant. All disputes shall be governed by the laws of India. These Terms shall be governed by exclusive laws of India and the courts located at New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.</p> |

