SAMSUNG PHILIPPINES PRICE PROMISE TERMS AND CONDITIONS

Eligibility

1. To be eligible for the Price Promise Policy ("**Offer**" or "**Promotion**"), you must be a resident (aged 18 and above) of the Philippines (the "**Territory**"). Samsung ("We", "Our") reserves the right to disqualify or exclude any participant who are deemed not eligible for the Offer.

2. Employees, personnel or agents of Samsung, including relatives of Samsung employees or personnel by consanguinity or affinity within the third degree, are not eligible to participate in this Offer.

3. The Offer is only available to consumers (e.g., not to any business entity or reseller) ("**Participants**"). Retailers, distributors, resellers and any person who purchases an Eligible Product (defined below) for resale or otherwise not as the direct end-user of the Eligible Product, may not participate in this Offer and are specifically excluded.

Offer

4. Participants who purchase during the Offer Period any new Samsung Product from Samsung.com/ph (each an "Eligible Product" as detailed in section 5 below) and within seven (14) days thereafter, subsequently find the same exact product for sale online at a lower price by an Eligible Retailer (as defined in Table 1), will be eligible to claim back an amount ("Refund" or "Claim") equal to the difference between the advertised purchase price of the Eligible Product and the advertised price online by the Eligible Retailer of the Lower Priced Product.

5. The following products are eligible for the promotion: TVs, soundbars, monitors, washing machines, refrigerators, microwave ovens, and air conditioners. Samsung reserves the right to change the Eligible Products from time to time.

6. For the avoidance of doubt, purchases from any marketplace, store or platform are specifically excluded from this Offer.

7. To qualify for a Refund, the Lower Priced Product, as defined/specified under the items below, must fully meet the following conditions at the time of Claim and in any instance must be made or filed within seven (14) calendar days from the date of successful purchase:

i. The Lower Priced Product must be advertised and offered by an Eligible Retailer to purchase at a lower price that is publicly available & accessible at the Eligible Retailer's Philippine/local website URL (e.g., <u>www.retailer.com.ph</u>) found at Table **1**. Thus, purchases from any and all other sites, including call centers, are excluded;

Table 1: Eligible Retailers*	URL	
SM Appliances	https://www.smappliance.com/	
Abensons	https://web.abenson.com/	
Ansons	https://ansons.ph/	
PCWorx https://pcworx.ph/		

*Subject to modification from time to time

ii. The Lower Priced Product offered must be currently in stock & available to order and pay for dispatch/collection (i.e., available to 'add to cart');

iii. The Lower Priced Product must be based on a Philippine-based URL and a local product, , and completely identical in terms of SKU, make, model, size and color to the original purchased Eligible Product from www.samsung.com/ph;

iv. The Lower Priced Product offered must also be brand new, unmodified, in original & untampered packaging. Refurbished, reconditioned, used, damaged, returned, modified, open box, demonstrator or otherwise not in the same condition of products (including their packaging) are excluded from the Offer;

v. Lower Priced Products available at a lower price due to any promotional offers and discounts, such as loyalty/employment programs, welcome voucher, cashback promotions or schemes, bundle pricing, voucher codes, trade in promotions, network/data/monthly contracts, other collective deals and other similar instances are completely excluded from the Offer;

vi. The Lower Priced Product must not be due to any pricing error or mistake by the Eligible Retailer. Samsung reserves the right at all times to verify the authenticity and genuineness of the Lower Priced Product based on the proof or evidence shown. ;

vii. The Participant must be able to show reasonable supporting proof or evidence of the above.

- 1. Capture Screen of the actual item with timestamp;
- 2. Actual product site URL

*Samsung reserves the right at all times to verify the authenticity and genuineness of the Lower Priced Product based on the proof or evidence shown.

Claims

8. To claim, Participants must within 14 calendar days from the date of successful purchase of the Eligible Product: visit http://www.samsung.com/ph/price-promise/, complete the claim form fully & correctly with the requested information, including order details for the Eligible Product, and send an authentic screenshot of the Eligible Retailer's advertisement of the Eligible Product accurately showing the lower price (i.e., meeting all the requirements set out above), along with the applicable URL ("**Claim**").

9. Claims may only be submitted within seven (14) calendar days of the Participant from the date of successfully purchasing the relevant Eligible Product (the "**Claim Period**"). Claims received after the close of the Claim Period will not be eligible for a Refund. For the avoidance of doubt, the date of purchase shall count as day one (1).

10. Participants are entitled to Claim any number of items (multiplied by the number of quantities of the same SKU) in every successful transaction of the Eligible Product.

*All the conditions over the Lower Priced Product must be met.

11. Claims will be approved or rejected within five (5) business days. Approved Claims will be refunded within a certain number of days depending on the payment method used by the customer (Please see lead time below). for more details. If the Claim is rejected (for example, because the Eligible Product has been returned or the proof shown is rejected by Samsung due to lack of authenticity or due to a pricing error as mentioned above), the Participant will be notified by email of such rejection.

Submission of Claim	Refund Processing	Payment Method	Payment Partner Lead Time
14 Days 5 Busine		Cash on Delivery	15 banking days; Refund via bank deposit
		Credit Card (Installment/Straight)	5 to 15 banking days; May vary per bank
	5 Business Days	Debit Card	Within 45 banking days; May vary per bank
		E-Wallets	7 banking days
		Dragonpay	Up to 25 banking days; Refund via bank deposit

12. Claims submitted incorrectly, containing incomplete, corrupted and/or damaged data will be deemed invalid. No responsibility shall be borne by Samsung for lost, delayed or damaged data which occurs during any communication or transmission of Claims. (A Claim must be submitted through acceptable formats, namely jpeg, png.))

13. In case of a successful Claim, Participants will receive the Refund towards the original payment method used to purchase the Eligible Product.

14. Samsung reserves the right at its reasonable discretion to disqualify Claims which do not comply with these Offer Terms.

15. Samsung shall have the right, as necessary, to undertake any and all such action (including legal action) to protect itself against fraudulent or invalid Claims including, without limitation, to require further verification as to proof of purchase, as well as the identity, age and other relevant details involving a Participant.

16. Cancelled or returned products are not eligible for Claims. If a Claim has been previously approved and refunded before the order is cancelled (prior to delivery) or returned (after delivery) by the Participant, the claimed amount will be deducted from the final refund amount (based on paid price) of the cancelled/returned product.

Data Privacy

17. Participant hereby understands and agrees to Samsung's privacy policy and his/her personal communication being utilized for purposes of this Offer, such as but not limited to: communications about the Offer and for managing the redemption process. The Participant hereby consents to its personal information being used for this confirms agrees with Samsung's available purpose and that it privacy policy at: https://www.samsung.com/ph/info/privacy/.

The Participant may withdraw consent to such use of personal information by writing to Samsung or by using the opt-out process outlined in Samsung's privacy policy.

General

18. Samsung shall not be liable for any interruption to the Offer whether due to force majeure or other factors beyond Samsung's control.

19. Samsung reserves the right, to vary the Terms and Conditions of the Offer or cancel for any reason. For any customer who has purchased prior to any change or cancellation, these Terms shall still apply.

20. 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 Claims; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of Samsung; or (e) any printing or typographical errors in any materials associated with the Offer.

21. Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in these Offer Terms as being included.

22. By participating in this Offer, you agree, to the maximum extent permitted by applicable law/s, to release and hold Samsung harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Offer, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Refund. The above limitation of liability shall not apply to any liability arising from fraud (including fraudulent misrepresentation) and/or personal injury as a result of Samsung's gross negligence.