

## SAMSUNG SINGAPORE PRICE PROMISE

### TERMS AND CONDITIONS

#### Eligibility

1. To be eligible for the Price Promise Policy ("**Offer**") you must be a resident of Singapore (the "**Territory**") and at least 18 years old.
2. Employees or agents of Samsung or anyone professionally connected to the Offer are not eligible to participate in the Offer.
3. The Offer is only available to consumers (i.e. excluding any business or reseller) (each, "**Participant**"). Retailers, distributors, resellers and any person who purchases an Eligible Product (defined below) for resale or otherwise not as the user of the Eligible Product, may not participate in this Offer and are specifically excluded.
4. Orders under the Samsung Trade In or Samsung Trade-Up programs are not eligible for the Offer.
5. This Offer is valid for any purchase of a Samsung product from the Samsung Online Store (<https://shop.samsung.com/sg/>). For the avoidance of doubt, purchases from any other Samsung official stores on online marketplace (e.g. Shopee / Lazada) are specifically excluded from this Offer.

#### Offer

6. If a Participant finds the same product for sale online at a lower price by a retailer ("**Eligible Retailers**") ("**Lower Priced Product**") within three (3) business days from date of purchase, he/she will be eligible to file a claim ("**Claim**") for an amount equal to the difference between the online advertised price of the Eligible Product and the online advertised price by the Eligible Retailer of the Lower Priced Product ("**Refund**").
7. "**Eligible Retailers**" includes – Audio House, Best Denki, Challenger, Courts, Gain City, Harvey Norman and Parisilk.
8. For the avoidance of doubt, "**online advertised price**" refers to the selling price of a product which does not take into account any discounts or promotions due to loyalty/employment programs, cashback or other schemes, bundle pricing, voucher codes, trade in promotions, clearance sales, flash deals, network/data/monthly contracts or other collective deals.
9. For a successful Claim, the Lower Priced Product must meet the following conditions:
  - i. The Lower Priced Product must be offered by an Eligible Retailer for purchase.
  - ii. The Lower Priced Product offered must be "in stock" and available to "add to cart".
  - iii. The SKU of the Lower Priced Product must be a Singapore product and identical in terms of make, model, size or color to the Eligible Product.
  - iv. The Lower Priced Product offered must be brand new, unmodified, and in original packaging. Refurbished, reconditioned, used, damaged, returned, modified, open box, demo set or products otherwise not in the same condition (including their packaging) are excluded from the Offer.
  - v. The Lower Priced Product must not be priced as a result of any pricing error by the Eligible Retailer.

10. The Refund amount is capped at S\$100 for Television and Digital Appliances products, and capped at S\$50 for Monitor products.

### **Claims Procedure**

11. Participants are to file their Claim on <http://www.samsung.com/sg/price-promise/> within three (3) business days from date of purchase of an Eligible Product (“**Claim Period**”). Claims received after the Claim Period shall not be eligible. For the avoidance of doubt, the date of purchase shall count as day one (1).

12. Participants are to complete the request form, and also submit the following details:

i. Order details for the Eligible Product purchased;

ii. Screenshot of the Eligible Retailer's product listing page of the Lower Priced Product (showing the applicable URL);

iii. Screenshot of the Eligible Retailer's cart-page with the Lower Priced Product.

13. Participants are entitled to make Claims for a maximum of five (5) times per lifetime.

14. Claims will be processed by Samsung between 5 to 10 business days. Successful Claims will be processed after 14 days from date of delivery of the completed order for the Eligible Product, and will be credited to Participant within 20 business days. Participants will receive the Refund to the original payment method used to purchase the Eligible Product. If the Claim is rejected, the Participant will be notified by email.

15. Claims which are incomplete, with incorrect details or damaged otherwise will be deemed invalid. Samsung shall not be responsible or liable for any lost, delayed or damaged data, which may occur during any communication or transmission of Claims.

16. If a Participant opts to return the Eligible Product, or cancels the transaction for an Eligible Product, any Claims submitted will be deemed invalid immediately.

17. Samsung reserves the right at its absolute discretion to disqualify any Claims, which it reasonably considers does not comply with these Terms and Conditions.

18. Samsung shall have the right, where necessary, to undertake all such action as is reasonable 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 of a Participant. Samsung reserves the right to report any fraudulent activity to the government authorities.

### **Privacy and Data Protection**

19. Samsung's use of any personal information submitted by the Participant shall be limited to communications and for the purposes of facilitating the Offer. The Participant hereby consents to its personal information being used for this purpose and confirms that it agrees with Samsung's privacy policy available at:

<https://www.samsung.com/sg/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**

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

21. Samsung reserves the right to make changes to the Terms and Conditions at any time without prior notice at its sole discretion.

22. Samsung shall 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; or (d) any disruptions, losses or damages caused by events beyond the control of Samsung.

23. Participants shall be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in these Terms and Conditions.

24. By participating in this Offer, Participants agree, to the maximum extent permitted by applicable laws, 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 liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Samsung's gross negligence.

25. The Offer is governed by the law of Singapore.