Rakuten Offer T&Cs (5 free movie rental vouchers)

LONG UK & IRELAND

Participants agree to be bound by these terms and conditions (the "**Terms and Conditions**"). Any information or instructions published by the Promoter about the Promotion at samsung.com/uk/tvs/smart-tv/smart-start-offer/ form part of the Terms and Conditions.

The Promoter

1. The promoter is Samsung Electronics (UK) Limited, Samsung House, 2000 Hillswood Drive, Chertsey, Surrey, KT16 ORS (the "**Promoter**").

Promotion Period

2. The Promotion will commence at 00:01 (BST) on 30 June 2021 and shall close at 23:59 (GMT) on 6 January 2022 (the "**Promotion Period**").

Eligibility

- 3. To be eligible to participate in the Promotion you must be a UK, Channel Islands, Isle of Man or Republic of Ireland resident aged 18+ ("Participant" or "you").
- 4. Employees or agents of the Promoter or anyone professionally connected to this Promotion and any group company of the Promoter is not eligible to enter.
- 5. Participants must hold a valid debit or credit card in order to have a Rakuten account.
- 6. The Voucher Code is not valid with any other offer.
- 7. Maximum of five (5) Claims per Promotion Product purchased during the Promotion Period.
- 8. A Samsung account is required to Claim the Voucher Code.

Offer

- 9. Participants who activate a new (i.e. not second hand) Samsung 2020 or 2021 Smart TV (each a "Promotion Product" and together the "Promotion Products") within the Promotion Period will be entitled to receive five (5) voucher codes from Samsung's promotion app on their device which will entitle the Participant to a UHD movie listed on the Rakuten service only in the UK or Ireland as a rental (a "Rental") with a rental value between £4.99-£5.49 (the "Voucher Codes"). One (1) Voucher Code entitles the Participant to one (1) Rental. For the avoidance of doubt Participants may not combine multiple Rentals to rent a movie with a higher rental value, nor can the value of each Rental be used to permanently purchase any movies or other content on the service. All Rentals must be made before 7 March 2022.
- 10. Voucher Codes are not redeemable against Premium video on demand movies, Home Premier movies and early Home Release movies where the licenced programmes' release date is within the

- theatrical release window and/or the video on demand release is less than 45 days after its theatrical release date.
- 11. Voucher Codes are non-transferable and there is no cash alternative. In the event of unforeseen circumstances, the Promoter may substitute a reward of equal or greater value for the Voucher Code.
- 12. Participants will be required to supply a valid email address and debit or credit card details to set up a new Rakuten account.
- 13. Use of the Voucher Code is subject to Rakuten's terms and conditions available at https://rakuten.tv/uk/terms conditions/3329, Rakuten's Contractual Conditions available at https://rakuten.tv/uk/terms conditions/3334 and Rakuten's Privacy & Cookies Policy available at https://rakuten.tv/uk/terms_conditions/3334

Claims

- 14. To claim (a "Claim"), Participants must activate a Promotion Product during the Promotion Period then:
 - a. On your Samsung Smart TV device visit Samsung's Promotion App which will appear in the application section of your device and select the Promotion during the Promotion Period.
 - b. If you are not already signed into your Samsung account, you will be asked to sign in or create an account.
 - c. The Voucher Code will be displayed to you and you will need to note the details of the Voucher Code down. The Voucher Code will remain in Samsung's promotion app to view at any time. The Voucher Code can only be Claimed once.
 - d. Once you have your Voucher Code you will need to click 'open app' which will appear on your screen on your device to enter the Rakuten TV app and log in. In case you don't have a Rakuten account, you will need to register and accept the Terms of Use and Contractual Conditions and read the Privacy and Cookies Policy of Rakuten TV;
 - e. Find a UHD movie to rent between £4.99-£5.49;
 - f. Click on 'Redeem Voucher' and enter the Voucher Code details; and
 - g. Click 'Confirm and Pay', sit back and enjoy.
- 15. Voucher Codes must be redeemed no later than 23:59 (GMT) on 7 March 2022. Voucher Codes redeemed after this date will be marked as invalid and will not be accepted.
- 16. Claims that are incomplete or damaged will be deemed invalid. No responsibility is accepted by the Promoter for lost, delayed or damaged data which occurs during any communication or transmission of Claims.
- 17. The Promoter reserves the right at its absolute discretion to disqualify Claims which it considers do not comply with these Terms and Conditions.
- 18. The Promoter 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.

General

- 19. The Promoter shall not be liable for any interruption to the Promotion whether due to force majeure or other factors beyond the Promoter's control.
- 20. The Promoter reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the Terms and Conditions of the Promotion.
- 21. The Promoter 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 Claim or Voucher Codes; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; or (e) any printing or typographical errors in any materials associated with the Promotion.
- 22. Participants will be solely responsible for any and all applicable taxes and any other relevant costs, expenses which are not stated in the Terms and Conditions as being included.
- 23. By participating in this Promotion Participants agree, to the maximum extent permitted by applicable laws, to release and hold the Promoter 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 Promotion, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Voucher Code. 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 Promoter's negligence.
- 24. The Promotion is governed by English law.