Terms and Conditions Launching People #BeFearless Campaign (#BeFearless) ("Campaign")

By entering this Campaign, you (the "Participant" or "you") agree to be bound by these terms and conditions. Any information or instructions included on Samsung #BeFearless Campaign Page (<u>https://www.samsung.com/launchingpeople</u>) (the "Campaign Page") form part of these terms and conditions.

A. Campaign Period

The campaign period is from November 28th, 2016 to January 31st, 2017, subject to change at the sole discretion of Samsung ("Campaign Period").

B. Eligibility

- 1. This Campaign is open to person(s) with valid email address who must be at least 18 years of age and is a legal resident of United Arab Emirates at the time of entry. The entry shall be considered void where the above stated eligibility terms are not met or prohibited by law.
- 2. The following individuals are not eligible to enter this campaign:
 - (a). Employees, contractors, directors, and officers of Samsung, its parent companies, subsidiaries, and affiliated companies, distributors, web designers, advertising agencies, fulfillment, insurance agencies, judging, and campaign agencies involved in the administration, development, fulfillment, and execution of this campaign ("Related Persons");
 - (b). The immediate family members (spouse, parent, child, sibling, and spouse or "step relative" of each) and those living in the same households of each such Related Persons; and
 - (c). Persons who have breached the terms and conditions of any campaign run by or on behalf of Samsung.
- 3. No purchase is necessary to enter this Campaign.
- 4. Participant represents and warrants that he/she fully meets and complies with all requirements of eligibility as defined here above and that, by entering this campaign he/she is not violating any law and regulations of the country where he/she resides. If any violation of the terms regarding eligibility is discovered, Samsung in its sole discretion may immediately terminate your participation in the Campaign without further notice.

C. How to enter

- 1. There is no fee for entering this Campaign. However, you must have access to the Internet as the Campaign can only be entered online.
- 2. To enter this Campaign, during the Campaign Period, go to Campaign Page at <u>https://www.samsung.com/launchingpeople</u>.
- 3. The Participant must complete the appropriate registration process on the dates and at the times as instructed on the Campaign Page to be eligible for selection of this Campaign.

D. Participant Selection Process

- 1. During the Campaign Period, Samsung will review the Participants' stories to select the final candidates; such selection procedure is subject to the sole discretion of Samsung.
- 2. Total of 4 finalists will be selected after conducting interviews with the selected candidates.

3. The finalists will participate in the VR experience for 8 weeks (Jan $1^{st} \sim 31$ March 2017).

E. Notification of Selected Candidates

- 1. Selected candidates will be contacted via email address provided in the application form.
- 2. Selected candidates will have 7 days from the date the email notification is sent to them to provide contact information (phone number and address) for further interview.
- 3. If the candidate is unreachable, ineligible, or fails to provide additional information within the required time frame, the candidate will be disqualified without further notice.

F. Publicity

Except where prohibited by law, participation in the Campaign constitutes Participant's irrevocable consent to Samsung's use of Participant's name, personal information, likeness, appearance, photograph, voice, opinions, biographical and residential information, hometown, and state for promotional purposes in any media without further payment or consideration.

G. Privacy and Data Protection

- Other than as set out in these terms and conditions or for the purposes of operating the campaign, the details and information provided by Participants when entering the campaign will not be used for any other promotional purposes other than in relation to this Campaign as described under Section F (Publicity), nor shall they be passed on to any third parties.
- 2. Participants' personal information will be kept strictly confidential.

H. General Conditions

- 1. Participants must have a valid e-mail address at the time of entry.
- 2. By entering this Campaign, Participants agree to these terms and conditions and Samsung's privacy policy which are final and binding on Participants in all respects.
- 3. Samsung reserves the right to alter, amend, foreclose or withdraw the Campaign or the terms and conditions of entry at its sole discretion at any time and without prior notification to Participants.
- 4. Samsung reserves the right, at its sole discretion, to disqualify any participants who are deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the campaign or any website of Samsung or Samsung's partners; (b) violating these terms and conditions; (c) acting with intent to annoy, abuse, threaten, or harass any other person; or (d) acting with intent to defame or damage the image and reputation of Samsung, Samsung's partners and Samsung's products.
- 5. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Campaign is a violation of criminal and civil law, and, should such an attempt be made, Samsung reserves the right to seek damages from any such person to the fullest extent permitted by law. Samsung's failure to enforce any term of these Terms and Conditions sh all not constitute a waiver of that provision.
- 6. This Campaign is governed by the law of United Arab Emirates. All disputes, controversies or claims between the parties arising out of or in connection with this Campaign shall be submitted to the exclusive jurisdiction of United Arab Emirates.
- 7. If, for any reason, the Campaign is not capable of running as planned due to, including but without limitation to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the campaign, Samsung reserves the right, at its sole discretion, to cancel, delay, modify, or terminate the campaign without any prior notice.

- 8. Samsung, its agents, and sub-contractors do not accept any responsibility for any technical failure or malfunction or any other problem with any online network, system, server, provider, or for any other situations otherwise in which may result in any contents or entry into the campaign not being properly recorded or uploaded.
- 9. Participants warrant and represent that all works comprised in the entry are his/her own original work and do not copy, nor incorporate the work of any third party and that use of the entry by Samsung or its affiliates will not infringe third party intellectual property rights. By entering into this Campaign, Participants agree to indemnify and hold harmless Samsung, its affiliates, officers, directors, employees, agents, licensees and customers from and against any claim or demand (including reasonable legal fees) by a third party relating to the use of the entry by Samsung or its affiliates or licensees or arising out of participant's breach of these Terms.
- 10. Samsung shall not be liable for any disruption to the campaign, whether due to technical problems or otherwise, which is beyond reasonable control. In the event of any disruption to the campaign, Samsung will use its reasonable endeavors to remedy the disruption and resume the campaign on a fair and equitable basis to the participants.
- 11. The decision of Samsung is final and Samsung shall not enter into any correspondence about the results. Samsung accepts no responsibility for entries that are lost, misplaced, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these terms and conditions will be disqualified.
- 12. By entering the campaign, you agree to release Samsung from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the campaign or with the acceptance, possession, or attendance.
- 13. Samsung reserves the right to amend these terms and conditions at any time without prior notice. All matters and disputes will be subjected to the final decision of Samsung.
- 14. Limitations of Liability.

EXCEPT FOR ANY APPLICABLE LIABILITIES OR REMEDIES THAT CANNOT BE EXCLUDED UNDER LOCAL APPLICABLE LAWS, IN NO EVENT WILL SAMSUNG (AND RELATED PERSONS) BE LIABLE TO PARTICIPANTS FOR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) EVEN IF SAMSUNG (AND RELATED PERSONS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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