

## **PROMOTION TERMS & CONDITIONS FOR BLUE TAG SALE A51 & A71 SCREEN REPAIR VOUCHER**

THIS IS A SERVICE CONTRACT AND NOT A WARRANTY.

THIS SERVICE CONTRACT IS SUPPLEMENTARY TO THE MANUFACTURER'S WARRANTY. IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES ADDITIONAL BENEFITS DURING AND AFTER THE TERM OF THE MANUFACTURER'S WARRANTY. EVENTS COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE AGREEMENT.

“YOU/YOUR” MEANS THE OWNER OF THE DEVICE UNDER THIS SERVICE CONTRACT.

### **1. THE SERVICE REPAIR (“REPAIR”)**

This Service Repair is a benefit offered for the hardware service provided to you by Samsung Electronics West Africa Limited of Ghana (“Samsung”) for a Samsung product purchased in its original packaging (“Device”) purchased from Samsung or its nominated points of sale.

### **2. REPAIR PERIOD**

- 2.1. This period begins from 17<sup>th</sup> August, 2020 and shall be effective until 30<sup>th</sup> September, 2020 upon the purchase of your new Device. Screen Repair Vouchers can be redeemed within this period only. Redeemed vouchers are valid for claims from the date of device purchase until 31<sup>st</sup> December, 2020.
- 2.2. This offer provides you with repair benefit as detailed in these Terms and Conditions.
- 2.3. This service will be covered by Samsung at 50% if redeemed and used within the validity period of the offer.

### **3. WHAT IS COVERED**

If during the offer Term you notify Samsung that the Device has suffered an inner screen damage caused through accidental damage (“Accidental Damage”), Samsung will, subject to the Repair Fee (if any is required under this offer), repair the damaged screen using new and original Samsung parts (known as a “Repair”). Our obligations will expire and all of Samsung's obligations to you under this section will be entirely fulfilled before the end of the cover Term when Samsung has provided to you one (1) repair. Repairs only applies to an operational or mechanical failure caused by an accidental damage that is the result of an unexpected and unintentional external event (e.g. device drop) that arises during your normal daily usage of the Plan Device. Repairs do not include protection against normal wear and tear, theft, misplacement, reckless, abusive, willful or intentional conduct associated with

handling and use of the Plan Device, protection against any other act or result not covered by the Plan, or any resultant damage to the Plan Device or loss that arises from one or more conditions described.

#### **4. SERVICE REPAIR FEE**

This service will come at 50% cost to Samsung and 50% FEE to the customer. You may be asked to provide an explanation of where and when the event occurred with a detailed description of the event. A repair will be denied if you fail to provide information relating to the accident when asked

#### **5. WHAT IS NOT COVERED**

Repairs are restricted to Devices purchased from Samsung or any authorized sales distributor within Ghana. Devices purchased second hand or from countries outside of Ghana are not eligible.

#### **6. SMC EXCLUSIONS:**

- 6.1. The Benefit does not apply to installation, removal or disposal of the Device, or providing substitute equipment while the Device is being serviced.
- 6.2. The Benefit does not include or make any provision for a loan unit or Device whilst the Device is being assessed or repaired.
- 6.3. The Benefit does not apply to damage caused to a device that is not the purchased Device.
- 6.4. This Benefit does not cover abuse or misuse of the Device.
- 6.5. This Benefit does not cover cases of fire, earthquake or other external causes.
- 6.6. This Benefit does not cover operation of the Device outside the permitted or intended uses described by the manufacturer.
- 6.7. The Benefit does not apply to a Device with a serial number that has been altered, defaced or removed, or a Device has been modified to alter its functionality or capability without the written permission of the manufacturer.
- 6.8. The Benefit does not apply to a Device that is lost or stolen.
- 6.9. The Benefit does not apply to cosmetic damage to the Device, including but not limited to scratches and dents, which does not otherwise prevent the functionality of the Device.
- 6.10. The Benefit does not apply to preventative maintenance on the Device.
- 6.11. The Benefit does not apply to defects caused by normal wear and tear or which are due to normal aging of the product.
- 6.12. The Benefit does not apply to the battery performance of the Device.

- 6.13. Any claim for repairs under this offer is subject to an internal validity assessment at an Authorized Samsung Service Centre.
- 6.14. The Benefit or offer applies to inner screen damage only, Any other parts requiring replacement to return the device to manufacturing standards is payable by you.
- 6.15. Any damages identified or arising from the repair process is payable by you.

## **7. DELAYS AND CONSEQUENTIAL LOSS**

Samsung will exercise reasonable efforts in providing service under this Service Benefit, but will not be liable for any damages arising out of delays; and in no event, will Samsung be liable for any consequential damages what so ever.

## **8. TECHNICAL SUPPORT**

The Benefit does not include Technical Support.

## **9. HOW TO REDEEM SCREEN REPAIR VOUCHER VIA SAMSUNG MEMBERS**

- Sign in to Samsung members.
- Go to benefits.
- Click on the screen repair voucher banner.
- Fill the form and submit.
- The voucher code would be sent to your email after submitting the form.
- You will need to present this voucher code to honour your repair at an authorized Samsung service centre.
- Screen voucher is redeemable from 17<sup>th</sup> August, 2020 until 30<sup>th</sup> September, 2020.
- The redeemed voucher is valid from date of device delivery until 31<sup>st</sup> December, 2020

## **10. YOUR RESPONSIBILITIES**

- 10.1. To receive support under the Benefit, you agree to comply with each of the terms listed below.
- 10.2. You will provide your Device's original proof of purchase, if requested.
- 10.3. You will provide information about the accidental damage event involving the Device.
- 10.4. You will respond to requests for information, including but not limited to the Device's serial number and model.
- 10.5. You will follow the instructions your Administrator gives you, including but not limited to refraining from booking in products and accessories at the Samsung ASC (Authorized Service Centre) under this Benefit that are not subject to a repair.

10.6. You will ensure that your Repair Fee is paid before your device repair to the Samsung ASC.

**11. INELIGIBLE FOR THE BENEFIT**

This Benefit does not provide any repair, service for property held in inventory or property held as your stock in trade. Enrolment in this Service Contract is only available for new communications devices under manufacturer's warranty.

**12. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE PLAN DEVICE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF DATA OR ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM SAMSUNG'S OBLIGATIONS UNDER THIS OFFER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LIMIT OF SAMSUNG'S AND ITS EMPLOYEES' AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE BENEFIT. SAMSUNG SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO REPAIR THE DEVICE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

**13. RENEWAL OF PLAN**

Samsung is not obligated to renew this benefit or offer.

**14. TRANSFER**

This Service benefit or offer is not transferable or assignable.

**15. WHAT YOU MUST DO**

In order to keep this Service benefit in force during the term, you must maintain the Device in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance. It is your responsibility to protect the Device from further damage and comply with the owner's manual. You must notify

the Service Contract Administrator in writing if your address changes or if you have purchased a new device.

## **16. GENERAL TERMS AND CONDITIONS**

16.1. Samsung is not responsible for any material failures or delays in performing due to events outside Samsung's reasonable control.

16.2. You are not required to perform preventative maintenance on the Device to receive service under the Benefit.

16.3. This Benefit is offered and valid only in Ghana.

16.4. This contract shall be governed by the substantive laws of Ghana.

16.5. In the event of there being a dispute relating to or arising out of this Agreement, including regarding the scope, effect, validity, implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, such dispute shall be finally resolved on the terms as provided for below:

16.5.1. Either party may send a Dispute Notification to the other party stating the terms of its grievances.

16.5.2. The parties shall commence negotiations for the purpose of resolving the dispute.

16.5.3. If the dispute remains unresolved within 10 days from the date of receipt of the Dispute Notification, the dispute shall be submitted to a court of competent jurisdiction in Ghana for determination.

16.6. Samsung does not provide any warranty or guaranty express or implied in the performance of the terms and conditions for any purpose as to quality, fitness for purpose or merchantability.

16.7. Samsung accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed in repair of any screen during the validity period of this promotion owing to, but not limited to, parts unavailability, strike, lock out, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God, epidemic or pandemics.