

Terms and conditions

The following Terms and Conditions apply to the pre-order of Galaxy N20 Ultra (N985) and N20 (N980) -and by your participation you are deemed to have read, understood, and accepted the same.

- (a) "Closing date" of the Device Pre-order shall be on 28th August 2020 8:00PM. Samsung reserves the right to end the pre-order earlier than the end date and time specified should it deem it necessary.
- (b) "Customer/User" or "you" means a person who is eligible to participate. An eligible Customer is one who is currently resident in Kenya and over 18 years of age at the time of commencement of the pre-order.
- (c) "Device" shall mean either of the Galaxy N20 Ultra (N985) and N20 (N980) and "Devices" shall refer to all of them collectively.
- (d) Pre-order Period refers to the specified timelines within which a customer can purchase a device and shall be between 14th August 2020 until 28th August 2020.
- (e) "Preorder giveaway item shall mean: the free item a Customer receives upon making a pre-order; and in this instance refers to the Samsung Galaxy Buds Live for the Note 20 Ultra and Galaxy Buds Plus for the Note 20. This pre-order giveaway item will only be issued to customers that have pre-ordered within said period and have made either a full payment for the device at the time of pre-order or make balance payment upon collection.
- (f) "Store" means the seller of the Device

A. PRE-ORDER

1. To make a Pre-order the Customer will be required to make a partial payment of at least 10% of the purchase price against the device. Payment for pre-order can be made by visiting a participating Samsung experience store/Authorized Samsung dealer store. A list of participating stores can be found at www.samsung.com/afrika_en/smartphones/galaxy-n20/buy/kenya
2. For the avoidance of doubt, Pre-order and the subsequent collection of the device is dependent on the availability of stock and the down payment of a minimum of 10% of the recommended retail price of the device for pre-order and the final 90% upon the collection of the device. Customers may also, at their discretion, choose to pay 100% of the recommended retail price of the device for their pre-order.
3. Customers are free to cancel pre-order made at any time before the Closing date of 28th August 2020.
4. Refunds for any cancellations on pre-orders are as provided under Part D.

B. PAYMENT

1. You may pay by way of credit card, debit Card, MPESA, Airtel Money or Cash at a participating Samsung Experience store or Authorized Samsung dealer.
2. The price of the device may vary from store to store. The customer has discretion on where to purchase from.
3. Once you have made a payment for the pre-order of the device you will receive a payment slip/receipt; which shall be presented at the store at the time of collection of the device.
4. Devices will be allocated on a first come first served basis and the criterion is based on full purchase price having been received at the time of collection; and not partial payment.
5. By making/completing full payment you will be deemed to have completed your Pre-order.

6. You may be required to pay any additional amounts arising out of taxes and statutory dues with regard to the device; such additional amounts shall be included in the purchase price.

C. DELIVERY/COLLECTION

1. All devices will be collected starting from 29th August 2020 (from 10:00AM). In the event the devices are available earlier, you shall be notified by the store you have pre-ordered from.
2. Collection of the pre-order giveaway item will only be from any of the authorized stores listed below closest to you and shall be redeemed through the Samsung Members Application.

No.	Redemption Store Name	Region
1	Bansi Mega Store: Migori	Nyanza
2	Dhaval Emporium: Eldoret	Western
3	Firi Electronics: CBD	Nairobi
4	Fonefun Ltd: Kisii	Nyanza
5	Jaicom Store: Gateway Mall	Eastern
6	Keromatt Ltd: Kericho	Nyanza
7	Riz Station Ltd: Highrigde	Nairobi
8	Samsung Experience Store: Bright Pharmacy	Mountain
9	Samsung Experience Store: Buruburu Mall	Nairobi
10	Samsung Experience Store: Capital Center	Nairobi
11	Samsung Experience Store: Ciata Mall	Nairobi
12	Samsung Experience Store: Finecom Digo Rd	Coast
13	Samsung Experience Store: Galleria Mall	Nairobi
14	Samsung Experience Store: Garden City Mall	Nairobi
15	Samsung Experience Store: Hilton Arcade	Nairobi
16	Samsung Experience Store: ICEA Building	Nairobi
17	Samsung Experience Store: Junction Mall	Nairobi
18	Samsung Experience Store: Landmark Building	Nairobi
19	Samsung Experience Store: Mersons Thika	Eastern
20	Samsung Experience Store: Nyal Centre	Coast
21	Samsung Experience Store: Panna Music	Western
22	Samsung Experience Store: Red Heron Centre	Eastern
23	Samsung Experience Store: Sarit Centre (Dixons)	Nairobi
24	Samsung Experience Store: Sarit Centre (Galaxy)	Nairobi
25	Samsung Experience Store: The Hub Mall	Nairobi
26	Samsung Experience Store: TRM Mall	Nairobi
27	Samsung Experience Store: Two Rivers Mall	Nairobi
28	Samsung Experience Store: Valley Arcade	Nairobi
29	Samsung Experience Store: Village Market	Nairobi
30	Samsung Experience Store: Westend Mall	Nyanza
31	Samsung Experience Store: Westgate Mall	Nairobi
32	Samsung Experience Store: Westside Mall	Rift Valley
33	Samsung Multibrand Store: Two Rivers Mall	Nairobi
34	Senford Mobiles: Nyanuki	Mountain
35	Suam Supermarket: Kitale	Western
36	Waterfront SES	Nairobi

3. Customers shall receive communication via phone call/text message advising them to collect their device; or alternatively that they were unsuccessful in securing their pre-order.
4. To collect your pre-ordered device and pre-order giveaway item you will have to provide identification comprising:
 - i) National Identity Card/Passport/Alien card/Driver's license or other form of identification deemed acceptable by the Samsung experience store or other store from which you placed your pre-order.
 - ii) Confirmation of payment slip/receipt/MPESA/Airtel money acknowledgment;
 - iii) IMEI number for your pre-ordered device in-order to collect/redeem your pre-order giveaway item from any of the stores listed above in Part C 2
 - iv) Any other documentation as required by the store and as had been earlier communicated.
 - v) Device that has the Samsung Members Voucher on it for the unique code to be input by the redemption store.

5. All devices not collected within **fourteen (14)** days after notification of device availability (for collection) shall be forfeited and available for purchase by any other customer.

6. Any customer seeking a refund on a forfeited device shall be required to visit the store where payment was made and have all necessary identifying details as enumerated under section C, part 4 (I & II) above.

7. A customer will be notified by the store about a pending device within 10 days from the date of collection.

D. REFUNDS

1. The number of devices available for purchase is limited. As such the Pre-order of the device is not a guarantee that you will be successful in getting the same, whether or not full payment has been made.
2. Pre-order Devices and the pre-order giveaway item shall be issued on a first-come first serve basis with; the criteria for collection being that the full purchase price has been made on the device.
3. Where you had Pre-ordered a device and made payment against the same, the store shall contact you in the event the same is no longer available, to confirm the mode of refund for the sums paid against the device.
4. Any refunds due on devices shall be available only after 4th of September 2020 and must be claimed within 14 days from the 4th of September 2020.
5. Refunds will be by way of a credit note allowing a Customer to purchase alternative Samsung items at the store.
6. The store and Samsung accepts no liability for the inability to provide the device or its associated pre-order giveaway item and/or failure by you to receive a device and by your participation you waive any right to claim for any additional sums save for what had been paid towards securing the device.

E. VARIATION/AMENDMENT

1. The terms and conditions herein may be varied or amended, or the offer suspended or terminated at any time without prior written notice and without incurring any liability in that regard.
2. In the event of the termination of the offer which occurs after Pre-order has been made you will be entitled to a refund of any pre-payments or to a credit note on the same with which you can purchase a different Samsung item.
3. The credit note issued will be valid for a period of six (6) months.
4. Any amendment or variations of these Terms and Conditions shall be published within 24 hours of the variation on the website, www.samsung.com/africa_en/smartphones/galaxy-n20/buy/kenya

F. OTHER TERMS

1. Samsung's Proprietary Rights: You acknowledge and agree that Samsung (or Samsung's licensors) owns all legal right, title and interest in and to the devices, including all intellectual property rights (existing anywhere in the world and whether registered or not) which subsist in the same.
2. You must not remove, obscure, or alter any proprietary rights (including copyright and trade mark notices) which are affixed to or contained within the device.
3. Advertisements: By participation you allow:
 - i. Advertisements and promotions that may be targeted to you based on information you may make available through your participation and through queries made by third parties in connection with your participation.

- ii) To be interviewed and photographed, and to be available for interviewing, photography, and for other public relations and promotional activities associated therein, as reasonably required. All the ownership and intellectual property rights in the footage and visuals taken of any Customer, his/her family and surrounding onlookers is and shall at all times remain the sole property of Samsung.

G. WARRANTIES DISCLAIMER

DEVICES ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. SAVE WHERE SPECIFICALLY STATED, SAMSUNG, ITS AFFILIATES AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE DEVICES, AND SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE PREVIOUS DISCLAIMER, SAMSUNG, ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICES WILL (a) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER, (b) WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS OR ERRORS (c) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU AND THE INFORMATION YOU PROVIDE) FROM UNAUTHORIZED ACCESS, (d) WILL BE ACCURATE, COMPLETE, OR RELIABLE, (e) THAT THE QUALITY OF THE SERVICES WILL BE SATISFACTORY TO YOU, OR (f) THAT ERRORS OR DEFECTS WILL BE CORRECTED.

THE USER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USER'S OWN DISCRETION AND RISK AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY CONSEQUENCE(S) THAT RESULTS, INCLUDING ANY DAMAGE OR HARM CAUSED BY ANY VIRUS, SPYWARE, WORM OR MALWARE.

NO ADVICE OR INFORMATION (WHETHER ORAL OR WRITTEN) OBTAINED BY THE USER FROM SAMSUNG ON OR VIA THE SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

H. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG SHALL NOT BE LIABLE TO THE USER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY THEORY OF LIABILITY, AND WHETHER OR NOT THAT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO SAMSUNG, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (b) ANY LOSS OF INCOME, BUSINESS, ACTUAL OR ANTICIPATED PROFITS, OPPORTUNITY, GOODWILL, OR REPUTATION (WHETHER DIRECT OR INDIRECT); (c) ANY DAMAGE TO OR CORRUPTION OF DATA (WHETHER DIRECT OR INDIRECT); OR (d) ANY LOSS OR DAMAGE AS A RESULT OF: (i) USE THE USER MAY MAKE OF THE SERVICES, (ii) ANY RELIANCE PLACED BY THE USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, (iii) ANY RELATIONSHIP OR TRANSACTION BETWEEN THE USER AND A THIRD PARTY PROVIDER OF ANY SERVICE, PRODUCT, OR CONTENT, INCLUDING ADVERTISERS AND SPONSORS WHOSE ADVERTISING IS MADE AVAILABLE ON OR VIA THE SERVICES; AND (iv) ANY CHANGES TO THE SERVICES, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES OR ANY PORTION THEREOF.

I. FORCE MAJEURE

Neither party shall be liable, for damages nor any other consequences, if the party's obligations according to these Terms, other than the obligation to pay money, are inhibited or delayed by circumstances that the party cannot reasonably control or foresee, including but not limited to, any conflict in the workforce; natural phenomena such as lightning, earthquakes, floods etc.; fire; war; decisions and decrees made by governments or authorities; accidents; strikes or shortages of

transportation facilities, fuel, energy, labor or materials; or similar circumstances.

J. APPLICABLE LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the law of Republic of Kenya and the parties agree to submit to the exclusive jurisdiction of the courts of the republic of Kenya with regard to any dispute arising in relation to this contract

K. DISPUTE RESOLUTION

All disputes or differences which shall at any time arise between the Parties whether during the term of the Agreement or afterwards touching or concerning this Agreement or its construction or effect or the rights duties or liabilities of the Parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall first be settled in good faith between the Parties failing which the dispute shall be referred to a single arbitrator to be appointed by the Chair of the Kenya Branch, Chartered Institute of Arbitrators and shall be the final appointing authority. The decision by

the Arbitrator shall be final and binding save that parties reserve the right to appeal on points of law. The Arbitration shall be held in Nairobi in the Republic of Kenya under the provisions of the Arbitration Act, 1995 as amended from time to time. The language of the arbitration shall be English.

L. SEVERABILITY

If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible; It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

M. CONFIDENTIALITY

Insofar as has not been varied or waived hereinabove, parties shall keep all information herein confidential and take all necessary precautions to prevent any unauthorized disclosure by any of its staff, employees, officers, directors, agents and representatives.

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