

--Terms and Conditions

I.	Name of the Offer	<u>Samsung Festive Utsav Offer 2019</u>
II.	Provided by	Samsung India Electronics Pvt. Ltd.
III.	Offer period	Offer shall be valid from 1 st October to 30 th October 2019. Samsung reserves the right to extend or annul the offer period at its discretion.
IV.	Place & Outlet Coverage	>Offer valid in Delhi & NCR >Available on purchases from Samsung Authorized Retail Outlets (“Outlet”) >Offer not applicable on purchases made from e-commerce websites or any other Outlet other than the one’s mentioned above.
V.	Product Coverage	All Samsung Smartphones with dealer price above Rs 7500 (“Products”) Offer not valid on refurbished Products.
VII.	Eligibility for Participation	Offer valid for Indian Citizens who have attained the age of 18 years or above, except employees & family members of Samsung & its affiliates/associate/subsidiary companies & their dealers/distributors/retailers, suppliers, advertising agencies & even management companies.
VIII.	Participation Criteria	Participant needs to purchase the new Product from the Outlet during the Offer Period
IX.	Prize Details/Prize Matrix	>There shall be daily and fortnightly lucky draws. Daily Purchases & activations shall be eligible for daily draw, activations during fortnight shall be considered for fortnightly lucky draw. All activations during the Offer Period shall be eligible to participate in Bumper draw. > Daily draws – There shall be daily draws that shall be conducted on the next consecutive day out of the total number of valid IMEI numbers activated during the Offer Period. There shall be a total of 80N daily lucky draw winners. These daily lucky draw winners shall be eligible to win either a Samsung Galaxy A10 or Samsung Gear Fit E or Power Bank (P1100) or AKG Y 100. There shall be 150N Samsung Galaxy A10 and 600N Samsung Gear Fit E and 450N AKG Y 100 and 1200N Power Bank (P1100) to be won during the Offer Period as daily prizes. Total number of daily draw winners during the Offer Period shall be 2400N. > Fortnightly draws – There shall be fortnightly draws that shall be conducted twice during the Offer Period. The winners shall be eligible to win a bike (1N). There shall be a total of 2N fortnightly prizes. > Bumper draw – The bumper draw shall be conducted at the end of the Offer Period. There shall be one (1N) bumper draw winner who will be eligible to win a car. >One participant will be eligible to win only one (1N) Prize during the Offer Period.
X.	Selection of winner	>Winners will be selected through system generated lucky draws from the pool of eligible entries to be conducted by randomizer >The draws will be conducted by the authorized third party agency whose decision shall be final and no claims shall be entertained in this regard.

		<p>>The results will be uploaded on https://www.samsung.com/in/offer/regional-promo-2019/within 07 days from the respective draws. Winners shall also be contacted at the mobile number/ email provided to the Outlet at the purchase.</p>
XI.	Documents to be submitted by the Participant for availing the Prize	<p>Following documents needs to be submitted within 30 days either from date of intimation to the winner through telephone/SMS/email or from the declaration of the winners on https://www.samsung.com/in/offer/regional-promo-2019/ (the URL link) whichever is earlier.</p> <ol style="list-style-type: none"> Name, Address, Contact number, Alternate Mobile number, email id Copy of Invoice for the purchase – whether within the offer period Copy of PAN card Valid POA & POI –Driving licence, electricity bill (not older than last 6 months) or any other document issued by the Government which can be treated as a valid POA/POI Any other document as informed or required by the Company <p>For collecting the Prizes winners needs to carry the originals of the above mentioned documents.</p>
	Verification of the documents & contacting winners	<p>>Documents submitted by the winners will be subjected to verification and validation by Samsung directly or through its authorized third party agency which may be stationed in India or Outside.</p> <p>>Post verification & validation the eligible winners will be informed through telephone/SMS/email as submitted by them at the time of participation. The call centers engaged for the same will be calling the winners during Monday to Saturday between 9:30am to 6:30pm respectively.</p> <p>>The date, time & venue for collecting the Prizes shall be informed to the winners and the same will be subject to submission of valid documents and applicable taxes as detailed in the clauses below.</p> <p>>In case any documents are prima facie found to be false & fabricated, the entry of such Participant/winner shall be disqualified and no claims shall be entertained in this regard.</p>
XII.	Delivery of Prize	<p>Post verification Prizes will be handed over to the winners only at the date, time & venue communicated to the winners.</p>
XIII.	Applicable Taxes clause	<p>> Samsung shall bear only the Ex-showroom cost of specified Bike & Car. Road Tax and any other applicable taxes to be borne by the Winner respectively. Also any additional taxes / cost arising out of upgrade request made by Winner while claiming the Prize / increase in cost due to not claiming the Prize within the stipulated timelines for any reasons whatsoever, shall have to be borne by the Winners only. These Prizes shall be delivered through dealership of Maruti Suzuki & Honda and any such additional taxes or cost to be directly paid by winner to the respective dealership(s). Samsung shall not be liable to bear any other cost except the Ex-showroom cost.</p> <p>>All applicable taxes to be borne by the Winner and Samsung or its authorized third party shall not be responsible / liable for the same. For paying applicable taxes DD has to be issued by the Winner in favor of “Samsung India Electronics Pvt Ltd” payable at Delhi / Haryana / UP basis the location of place of purchase within</p>

		Delhi/NCR.
XIV.	Reminder (including forfeiture clause)	If the eligible winner fails to submit the documents within 30 days either from the date of intimation or from the date of publication of the results on the URL link, Samsung shall send a reminder notice through call/email/SMS to the respective winner. If the required documents and the applicable taxes are still not received within 7 days from the said reminder, the Prize of the winner shall stand forfeited and no claims shall be entertained in this regard against Samsung or its authorized third party agency.
XV.	Conditions related to Prize	All Prizes shall be on As Is basis & as per stocks availability. Samsung shall not be responsible for non-availability of Prize due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies, Government decisions, operational & technical issues or any other force majeure conditions etc. Prize cannot be exchanged with any other product or item, is no-transferable & cannot be en-cashed under any circumstances.
XVI.	Publicity	Participant unconditionally consent to accessing of information and/or images of Participant by Samsung or its authorized agency for media coverage, advertisement or publicity for present & future communications without any further consideration to the Participant including promotion of its products anywhere in the World.
XVII.	Intellectual Property Rights	All rights, title and interest including but not limited to the Intellectual Property Rights in the promotional material(s) and any/all registrations received shall vest solely and exclusively with Samsung at all times and Samsung shall be entitled to use the database of the entries received or any information in any media for future promotional, marketing and publicity purpose without any further reference or payment or compensation to Participant. Participant shall be solely responsible for any consequences which may arise due to any kind of infringement of copyrights or any kind of intellectual property rights belonging to any other person/ entity etc. and also undertake to indemnify Samsung and its officers, directors, employees etc on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis.
XVIII.	General Conditions	<p>>Participant represents & warrants that he/she is legally competent to enter into binding contracts under applicable laws and any/all information submitted by him/her is true, correct, accurate & complete.</p> <p>>By Participating in the Offer, it means that the Participant has given its consent to Samsung and/or its third party agency (whether located in India or Outside) to contact them through call, SMS or email with respect to this offer and shall not make any claim or raise any complaint against them.</p> <p>>Participant agrees that Samsung shall not be liable for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Offer or with the acceptance, possession or use of any Prize.</p> <p>>Participant agrees to indemnify Samsung, its associated companies, event management company & their respective directors, officers, employees, contractors and agents, indemnified against any and all losses, claims (including but not limited to third party claims), injuries, costs, fees, fines, penalties, taxes, charges and any other liability arising out of any act of omission, commission, fraud, negligence or misconduct by the Participant.</p> <p>>Samsung reserves the right to change/alter & modify the terms & conditions of this Offer at any given point at its sole discretion without giving any reason whatsoever.</p> <p>>Samsung reserves the right to substitute the Prize(s) with Prize(s) of equivalent</p>

		<p>value under this Offer at its sole discretion without giving any reasons. The choice as to the color, make & model of the Prize(s) shall be completely at Samsung's discretion.</p> <p>>Samsung shall not be liable for any technical, physical delay in transmission or submission of the entries by the Participant or any disruptions, losses, damages, computer related malfunctions/ failures which affect the participation of the Participant or any force majeure conditions or damages caused by Act of God, Governmental actions.</p> <p>>Samsung shall also not be responsible for non-availability of Stock(s) or Prize(s) due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies or operational & technical issues.</p> <p>>Samsung shall have the right to disqualify / cancel the entries of any Participant with incomplete information or illegal contents (statement of racist, sexist or defamatory) or on any other ground without giving any reasons.</p> <p>>Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.</p> <p>>In no event shall Samsung be liable for losses or any incidental or consequential damages arising out of or in connection with the Offer, its services, these Terms (however arising, including negligence). Samsung shall not be responsible for any product or service liability of any kind.</p> <p>>In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Offer, these Terms shall prevail over all such other instructions, rules and conditions.</p>
XIX.	Jurisdiction	<p>Decision of Samsung in relation to the Offer and matter incidental thereto shall be final and binding on the Participant. All disputes shall be governed by the laws of India. These Terms shall be governed by exclusive laws of India and the courts located at New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.</p>