

Terms and Conditions

I.	Name of the Offer	<u>Festive Consumer Promotion – West 1</u>
II.	Provided by	Samsung India Electronics Pvt. Ltd.
III.	Offer period	Offer shall be valid from 8 th October to 3 rd November 2019. Samsung reserves the right to extend or annul the offer period at its discretion.
IV.	Place & Outlet Coverage	<p>>Offer valid in Mumbai & Goa only.</p> <p>>Available on purchases from Mumbai & Goa any Multi brand outlet, Samsung Smart Café outlets and Modern retail outlets viz. Vijay Sales outlets, Croma outlets (“Outlet”)</p> <p>>Offer not applicable on purchases made from any e-commerce websites and Reliance Digital outlets</p>
V.	Product Coverage	<p>>Offer shall be applicable on select Samsung Smartphones and Tablets priced at or above Rs.9000/- (“Products”)</p> <p>>Offer not valid on refurbished Products.</p>
VI.	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 & event management companies.
VII.	Participation Criteria	<p>>Participant needs to purchase any of the Product as mentioned above from the Outlet during the Offer Period and activate his/her Product and send an SMS i.e. Galaxy<space><IMEI number of purchased Product> to 5626345 during the Offer Period.</p> <p>>Participant shall bear additional SMS charges, as applicable.</p>
VIII.	Prize Details/Prize Matrix	<p>There shall be a total of 446 N (Four Hundred Forty Six) lucky draw winners who shall be selected out of the valid SMS entries received during the Offer Period. The details are as under –</p> <p>Daily Lucky Draw – There shall be 15N Daily lucky winners for twenty seven (27) days totaling to 405 N (Four Hundred Five) daily winners during the Offer Period. The Daily lucky draw winners shall be eligible to win a Samsung Level U as a prize. Daily lucky draw winners will be selected by system driven draw out of the total participating valid SMSs received on that day. The winners for the Daily lucky draw for a particular day shall be announced after 4 days from the day of draw. Example Daily lucky draw Winner for 8th October 2019 shall be announced on 12th October 2019 and so on.</p> <p>Weekly Lucky Draw – There shall be 10 N (ten) weekly lucky winners per week for 4 weeks totaling to 40 N (Forty) winners during the offer period and the winners shall be eligible to win a Galaxy FIT as prize. Weekly lucky draw prizes shall be announced every week and will be selected by system driven draw out of the total participating SMSs on that week only. Similarly the Weekly lucky draw Winners for each week shall be announced on the 4th day after the first week completion.</p> <p style="text-align: center;">• Details –</p> <p style="text-align: center;">✓ Weekly lucky draw winners for the Week from 8th</p>

		<p>October to 13th October 2019 will be announced on 17th October 2019.</p> <ul style="list-style-type: none"> ✓ Weekly lucky draw winners for the Week from 14th October to 20th October 2019 will be announced on 24th October 2019 ✓ Weekly lucky draw winners for the Week from 21st October to 27th October 2019 will be announced on 31st October 2019 ✓ Weekly lucky draw winners for the Week from 28th October to 3rd November 2019 will be announced on 7th November 2019 <p>Bumper Lucky Draw – There shall be 1 N (One) Bumper lucky draw winners who will be selected out of the total number of Valid SMS entries during the Offer Period and will be eligible to win a Hyundai Venue (only Ex-showroom price). The Bumper winner will be announced after 15 days post the campaign end date i.e. 18th November 2019.</p> <p>>Participants will be eligible for one Prize under this Offer unless specifically mentioned. Daily draw winner will not be eligible for weekly or Bumper draw. Weekly draw winners shall not be eligible for daily or Bumper draws.</p>
IX.	Selection of winner	<p>>Winners will be selected through ransom system generated lucky draws out of the Valid SMS entries received during the Offer period.</p> <p>>The draws will be conducted by Samsung authorized third party agency whose decision shall be final and no claims shall be entertained in this regard.</p> <p>>The results will be uploaded on the website https://www.samsung.com/in/offer/regional-promo-2019/ within 72 hours from the end of the Offer Period.</p>
X	Documents to be submitted by the Participant for availing the Prize	<p>Following documents needs to be submitted within 7 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/ whichever is earlier.</p> <ol style="list-style-type: none"> a. Name, Address, Contact number, Alternate Mobile number, email id b. Copy of PAN card c. Valid POA & POI –Driving licence or electricity bill (not older than last 6 months) or any other document issued by the Government of India which can be treated as a valid POA / POI d. Any other document as informed or required by the Company e. Filled up KYC form f. Invoice copy g. Demand Draft favoring Samsung India Electronic Pvt Ltd payable at Mumbai for the TDS.

		<p>Winners shall be required to send scanned copies of their Invoice, ID & Address proof to SamsungFestivePromo@gmail.com with Samsung Festive Consumer Promo as the subject line. Winners would also be required to produce the hard copy of their Invoice, ID and Address proof at the time of receiving the gifts at the venue which shall be communicated to them by Samsung.</p>
XI.	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. Winners shall allow approx 45 days for receiving the said Prize(s).</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 through telephone/SMS/email.</p>
XIII.	Applicable Taxes clause	<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 Mumbai.</p> <p>>Samsung shall bear only the Ex-showroom cost of the Car i.e. Hyundai Venue. 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 (option at the sole discretion of dealer, however Samsung will pay only the ex-showroom cost of Hyundai Venue) / 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 Hyundai and any such additional taxes or cost to be directly paid by winner to the respective dealership(s).</p>
XIV.	Reminder (including forfeiture clause)	<p>If the eligible winner fails to submit the documents within 15 days (latest) either from the date of intimation or from the date of publication of the results on the URL link, Samsung or its authorized third party agency shall send a reminder notice through call/email/SMS to the respective winner on their registered mobile numbers or email ids (if available). If the required documents and the applicable taxes are still not received within seven (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.</p>
XV.	Conditions related to Prize	<p>>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.</p>

		>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>>One participant will be eligible for one Prize only.</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 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</p>

		<p>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. Samsung shall not be responsible for any product or service liability of any kind unless specifically stated.</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>