

Terms and Conditions

I.	Name of the Offer	Diwali Surprise Offer																						
II.	Provided by	Samsung India Electronics Pvt. Ltd.																						
III.	Offer period	Offer shall be valid from 7 th Oct 2019 until 27 th Oct 2019. Samsung reserves the right to extend or annul the offer period at its discretion.																						
IV.	Place & Outlet Coverage	<p>>Offer valid in the state of Gujarat and union territory of Daman & Diu</p> <p>>Available on purchases from all Samsung Exclusive Stores, General Trade and Multi- Trade outlets</p> <p>>Offer not applicable on purchases made from e-commerce websites or any other Outlet other than the one's mentioned above.</p>																						
V.	Product Coverage	<p>>All Samsung smartphones priced between Rs.10,000 to Rs. 30,000 ("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 and activate the new Product and send SMS <GALAXY> space <IMEI number of handset purchased> to 56677 during the Offer Period.</p> <p>>Entries received in the above format and within the Offer Period will be treated as "Valid Entries".</p>																						
VIII.	Prize Details/Prize Matrix	<p>There shall be total of 88 prizes as per details provided below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Types of Draws</th> <th style="text-align: center;">Prize Matrix</th> <th style="text-align: center;">No. of Winners</th> <th style="text-align: center;">Total Quantity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Daily Draws</td> <td style="text-align: center;">Gold Voucher worth Rs.5000</td> <td style="text-align: center;">3</td> <td style="text-align: center;">63</td> </tr> <tr> <td style="text-align: center;">Weekly Draws</td> <td style="text-align: center;">Gold Voucher worth Rs.21000</td> <td style="text-align: center;">5</td> <td style="text-align: center;">15</td> </tr> <tr> <td style="text-align: center;">Special Draws</td> <td style="text-align: center;">Gold Voucher worth Rs.51000</td> <td style="text-align: center;">5</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">Bumper Draws</td> <td style="text-align: center;">Gold Voucher worth Rs.100000</td> <td style="text-align: center;">5</td> <td style="text-align: center;">5</td> </tr> </tbody> </table> <p>Daily Draw - Daily Winner's announcement will be done within ten (10) days' time from the day for which the draws are being conducted. For Example-Daily Draw winner announcement</p>			Types of Draws	Prize Matrix	No. of Winners	Total Quantity	Daily Draws	Gold Voucher worth Rs.5000	3	63	Weekly Draws	Gold Voucher worth Rs.21000	5	15	Special Draws	Gold Voucher worth Rs.51000	5	5	Bumper Draws	Gold Voucher worth Rs.100000	5	5
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		<p>of 7th October will be done latest by 17th October 2019.</p> <p>Weekly Draw – Weekly draw winners will be announced out of the Valid Entries received for a week within ten (10) days’ time from the day for which the draws are being conducted. Example -For valid entries received between 7th October-13th October 2019, winner announcement will be done latest by 23rd October 2019. The weeks for the purpose of weekly draws under this Offer will be from 7th October to 13th October 2019, 14th October to 20th October 2019, 21st October to 27th October 2019 .Daily draw winners will not be considered for weekly draws.</p> <p>Special Draw - Special draw winners will be announced out of all the Valid Entries received during 7th October - 23rd October 2019. Special draw winners will be announced on 24th October 2019 and will be eligible to win a Gold Voucher worth Rs. 51,000. Weekly and daily draw winners will not be considered for the Special draw.</p> <p>Bumper Draw- All valid entries received during 7th October -27th October 2019 will be considered for the bumper draw of Gold Voucher worth Rs.1lac. The Bumper draw will be conducted at the end of offer. Winner announcement will be done on or before 6th November 2019. Daily, weekly, special draw winners shall not be considered for the bumper draw.</p>
IX.	<p>Selection of winner</p>	<p>Winner selection will be done basis lucky draw through randomizer from pool of all Valid Entries.</p> <p>>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> <p>>Winners shall be contacted by Samsung or its’ authorized third party agency on the mobile number shared by the Participant .Details regarding documentation & handover of prize shall be shared over call.</p>
X.	<p>Documents to be submitted by the Participant for availing the Prize</p>	<p>Following documents needs to be submitted within 5 days either from date of intimation to the winner through telephone/SMS/email or from the declaration of the winners, 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 – Voter Card, Passport, Driving licence, electricity bill (not older than last 6 months) d. Any other document as informed or required by the Company

		<p>e. Filled up KYC form</p> <p>f. Invoice copy</p> <p>g. Demand Draft (towards Tax, if required) favoring Samsung India Electronic Pvt. Ltd.</p> <p>For collecting the Prizes winners need to submit the self-attested copy of the above mentioned documents and also carry the originals along for verification.</p>
XI.	Verification of the documents & contacting the 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	Post verification Prizes will be handed over to the winners only at the date, time & venue communicated to the winners.
XIII.	Applicable Taxes clause	>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 favour of "Samsung India Electronics Pvt. Ltd." payable at Ahmedabad.
XIV.	Reminder (including forfeiture clause)	If the eligible winner fails to submit the documents within 5 days either from the date of intimation, 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 5 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 non-transferable & cannot be encashed 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</p>

	<p>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 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>
<p>XIX. Jurisdiction</p>	<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>