

REGULATIONS RELATING TO THE “GIFT SCHEME”/”PROMOTION

“Le grandi scelte ti premiano sempre”

“The great choices reward you always”

Promoted by Samsung Electronics Italia SPA with Head Office in Cernusco sul Naviglio Milan, Via C. Donat Cattin no. 5, VAT no 11325690151 (“**the Promoter**”) in accordance with the following terms and conditions

1. Delegated Company

Jakala Marketing Solutions SPA with head office situated in Via C. Tenca, 14, Milan, VAT no 04618340964 as represented by its attorney Dr. Giuseppe De Pascale

2. Name of the Gift Scheme/Promotion

“Le grandi scelte ti premiano sempre” –“The great choices reward you always”

3. Type

Gift Scheme

4. Period of Offer

25/08/12 to 30/09/12 both dates included

5. Territory

Malta

6. Participants

Consumers over the age of 18 residing in Malta who have purchased, with/without telephone contract, from one of the sales points in Malta or from one of the e-commerce sites, The Promoted Product save for what is specified in article 7 below (“**the Participants**”)

The Participants must be in possession of a proof of purchase (article 10.4) of the Promoted product acquired during the period of offer. Participation shall not be eligible in the event that documentation is not made available in accordance with article 10.4

Participants are eligible to the Promotion only up to a maximum of three (3) purchases of the Promoted Product and hence have the right to a maximum of three (3) gifts. This will be verified by the ID card number or VAT number of the participant

The participation to the Promotion is not subject to a charge, save for the expenses relating to internet connection or fax transmission which are necessary for the participation thereto. The client is requested to effect payment of an expense charge of euro 9.90 (including VAT) for the transport of the requested gift. Such charge must be effected by credit card payment

7. The Promoted Product

Galaxy S III GT I9300 Samsung imported by Samsung Italia through its authorised agents Sound Machine company Limited ("**The Promoted Product**"). The Promoter specifies that the Promotional Products are recognisable in respect of online sales by means of the distinguished mark of the online reseller as per attached annex 1 to this agreement. In respect of the Promotional Products sold from the sales point, the consumer shall refer to the sales persons in the same outlet to verify that in the box containing the Promotional Product includes the advertising material relating to Samsung Exclusive which allows the consumer to participate in the current promotion distributed in Malta by the authorised agent, Sound Machine Company limited.

For the purposes of this Promotion, Galaxy S III Samsung acquired in conjunction with a Smart TV Samsung series 7000 or 8000 (46" upwards) will not be eligible to participate in this promotion.

8. The Gift

The Gift consists of a Galaxy Tab 2.7.0 WiFi model GT-p 3110 ("**the Tablet**" or "**the Gift**")
The Commercial Value of the Gift is of euro 299 including VAT
The Gift cannot be exchanged for cash or any other monetary value.

9. Total Prize Value

It is anticipated that there will be awarded up to 70,000 prizes (in Italy, San Marino and Malta) estimated in the value of euro 20,930,000 VAT included

10. Operation of the Promotion and request of the Gift

10.1 IMEI Registration and other relative data of the Promotional product

All consumers acquiring a Promotional Product during the period of offer of the current promotion, if not already registered to Samsung Exclusive, must connect to the internet site www.samsungexclusive.it to register their own personal profile and the Promotional Product acquired.

The IMEI Registration and the other data relative to the Promotional Product in connection with the participation to this Promotion must be effected by not later than the 7th October 2012

The IMEI registration module must be completed in all the fields indicated with an asterisk inserting in addition to the name, surname, address, email, mobile number the IMEI code (the 15 digit number marked on the box) and the model of the Promotional Product

purchased. In addition one must also consent to the processing of personal data for the purposes of registration to Samsung Exclusive and for the participation in the Promotion.

Following the registration of the Promotional Product via IMEI code, the participants will receive a first email of confirmation of the validity thereof ("**IMEI Email Registration**")

In the event that the IMEI is not valid, the Participant will receive an email denoting the non-conformity of the IMEI.

Following the receipt of the confirmation of registration and having become a Member Exclusive, the Participants who would want to participate in the Promotion will be invited to access their reserved area on Samsung Exclusive and to update their own profile by inserting their ID Card number and/or VAT number

Only Participants that have indicated their ID card number and/or VAT number can be eligible for such Promotion

All Participants that have inserted the ID card number and/or VAT number will receive a second email ("**Activation Email**") with an indication of a link and a unique and personal code to accede to the Promotion.

If a participant is already registered with Samsung Exclusive, he/she does not need to effect a new registration but he can add the IMEI of the Galaxy S III in his reserved area on the website in the section "my devices".

In case of replacing of the Galaxy S III due to manufacturing defects, it will remain valid the IMEI Registration of the first Galaxy S III purchased.

In case of replacing, the Participant shall:

- download the replacing form from the web site;
- fill in the registration form and send it by mean of registered letter together with the first Proof of Purchase and the "return document" to the following address: Le grandi scelte ti premiano sempre - CASELLA POSTALE N 1530 - 20121 MILANO (Italy)

In case of failure to submit the replacing form with proofs of purchase, the Gift will not be recognised

N.B. The Participant must ensure that all data required for the registration of the Promotional Product is correctly inserted. Failure to do so or the non -inclusion of the IMEI or the model number of the Promotional Product will exclude the Participant from the Promotion.

10.2 Registration of Proof of Purchase

The registration of the proof of purchase (article 10.4) must be effected within three (3) days of the receipt of the Activation Email. In the event that the Participant fails to do so he shall forfeit his right to the Gift

Once the Activation Email confirming that possibility of participating in the Promotion is received, the Participant shall:

- Indicate the date of purchase evidenced on the proof of purchase of the Promotional Product
- Indicate the model of the Promotional Product on the proof of purchase (Samsung Galaxy S III)
- Choose the manner by which the copy of the proof of purchase is to be transmitted
- Confirm the personal data inserted in the registration phase of the IMEI

At the end of the process an email will be sent to the participant ("**Email Summarizing Proof of Purchase**")

10.3 Manner of transmission of proof of purchase

For the proof of purchase (Art 10.4) to be validated it must be transmitted by not later than 5 days from the receipt of the Email Summarizing the Proof of Purchase

The Participant can send a COPY of the proof of purchase validated by Samsung by uploading on the website in the dedicated section

The Participant can at the same time proceed with phase 10.2 of the registration of the proof of purchase. It will be possible to upload proof of purchase in jpg and pdf format of a Maximum capacity of 2MB

The original proof of purchase must remain in possession of the Participant

10.4 Requisites and conformity of the Proof of Purchase

The following requirements of the proof of purchase are mandatory

- Date of purchase between the 25 August 2012 and the 30 September 2012 (both dates included)
- Description of product Samsung Galaxy S III

The validation of the proof of purchase is possible only if the IMEI results to be valid for the participation in the Promotion and if the registration phase indicated in article 10.2 has been correctly completed.

The proof of purchase to be transmitted consist of the following:

- **In the case of purchase without a mobile contract**
A fiscal receipt or invoice indicating the date of purchase within the period of offer and the requested description
- **In case of purchase with a mobile contract**
The mobile contract subscribed to with date of subscription within the period of offer and the requested description
- **In case of online purchase**
Invoice indicating date of purchase within the period of offer and the requested description

10.5 Validation of the proof of purchase

Samsung (or the Delegated Company) will verify the copy of the proof of purchase and the conformity to the requirements thereof for the participation in the Promotion.

In the event that the proof of Purchase conforms with Requirements of Conformity as per Article 10.4 the Participant will receive an email of confirmation ("**Email of Validation of Proof of Purchase**")

In the event that the Proof of Purchase does not conform to the Requirements of Conformity as per Article 10.4 the Participant will receive an email of non-conformity and will not be eligible for the Promotion ("**Email of Invalidity of the Proof of Purchase**")

In the event that the copy of the Proof of Purchase is damaged or unreadable or does not have all the requirements of conformity, an email to the Participant ("**Email to Verify the Proof of Purchase**") will be sent and he/she will be requested to resend via fax or email to the referrals indicated, copy of the proof of purchase together with the Email Summarizing Proof of Purchase or to the Email to Verify the Proof of Purchase. The Proof of Purchase must be transmitted for validation within three (3) days of the receipt of the Email to Verify the Proof of Purchase

In any event if the Email with the proof of purchase is received without the Email Summarizing the Proof of Purchase and/or it is not transmitted by the 30th October 2012, the Participant shall forfeit his right to the Gift.

It shall be the Participants responsibility to ensure that he/she has received for each Registration of Proof of Purchase the relative Email of Validation of Proof of Purchase and in

default thereof resend once again the documentation of validity by not later than the 30th October 2012

10.6 Manner in which payment contribution is effected

The payment contribution is to be effected within three (3) days of the receipt of the Email of Validation of Proof of Purchase

Following the receipt of the Email of Validation of Proof of Purchase the Participant will be invited to the internet site and to accede to the dedicated area of the Promotion which shall be accessible only by his/her unique and personal code. On the website he/she shall:

-confirm and/or modify the details relative to the delivery of the Gift

-indicate that he shall be paying by means of credit card and he shall be rerouted to the relative web page and he shall follow the instructions therein indicated.

In default of payment the Gift will not be delivered

N.B. the fulfilment of all the conditions indicated in this Clause 10 are necessary for the participation in the Promotion

11. Manner in which the Gift shall be delivered.

The Gift will be delivered by courier to the address indicated within six (6) months of the payment in accordance with Article 10.6

The Participant or someone else in his stead must be present for the delivery of the Gift to be effected.

The Participant can at any moment verify the state of his order by accessing the site <http://www.samsungexclusive.it/promo/SIIItab>

The Gift shall be delivered to the Participant together with the instruction book and the Guarantee.

For the guarantee to be effective, the Participant must keep a copy of the delivery note and present it to the authorised Samsung service centre

In the event of failed delivery of the Gift due to incomplete address and/or transferred address/ and or inexact address and/or the Participant not present at the address, the Participant shall be contacted for three consecutive days to arrange a date for delivery and in the event of no reply at the third attempt the order will be cancelled and the Participant will forfeit his right to the Gift.

12. Various

All communication relating to the Promotion will be effected on the numbers and emails indicated by the Participant whilst effecting the registration of the IMEI(Article Para. 10.1). it is the sole responsibility of the Participant to make sure that he inserts the correct data. In the event that participant is not reachable upon the third attempt to be contacted then shall forfeit the right to participate in the Promotion and to receive the Gift.

Each IMEI is eligible to a maximum of one Gift.

The Promoter reserves the right to verify that everything is in accordance with the requisites of the said Promotion .The Promoter reserves the right to request the following information:

- original proof of purchase
- packaging of the Galaxy S III with IMEI code used in the registration of the Promotion.
- certification from the reseller who states the product was bought during the period of the Offer
- copy of the id card of the Participant.

In case of non conformity in the various phases specified in Article 10 of these Terms and Conditions and in the proof of purchase and/or in the IMEI code participation in the Promotion shall not be allowed. This will also happen in case that it will result that the data submitted is incorrect.

Fraudulent tempering and external pressures on the registration site might subject the individual to criminal prosecution

The Promoter will not be held responsible for events out of his control, including but not limited to the following situations: the access, bar to access, the malfunction and difficulties relating to the technical instruments, the computer, the wires, the electronics, the software and the hardware, the transmission and the connection, the telephone line which can bar the Participant from participating in the Promotion and other cases where it is ascertained that there has been fraudulent use of IMEI codes by third parties.

The data collected shall be processed in accordance with the privacy laws indicated in the module of registration. **An indispensable requisite for the participation in the Promotion is the Participant's consent to the processing of his/her personal data**

13. Revocation of the offer or change in the execution thereof.

The promoter reserves the right during the Promotion to make additional initiatives for the Consumer's benefit: in particular the offers might be prolonged or additional gifts might be added to the existing ones

The promoter may end the offer or modify it for a specified cause, by communicating this in the same manner as the offer was communicated.

14. Means used to advertise the Gift Scheme

The regulations will be published on the following sites, www.samsung.it/regolamenti and on www.samsungexclusive.it/promo/SIIIItab/ and will be available at the head office of both the Promoter and also of the main store in Malta- Sound Machine, Psaila Street, Birkirkara.

15. Methods to advertise the promotion.

The promotion will be advertised on the following sites www.samsung.it www.samsungexclusive.it and promotional material at the point of sales who adhere to the Promotion.

Malta

Sound Machine Limited