## **Terms and Conditions**

- 1. These Terms and Conditions comprise an offer to Samsung customers to pre-order a Samsung mobile phone (the "**Pre-Order**", "**Offer**") during the period starting from 1<sup>st</sup> October 2020 and ending on 28th October 2020 (the "**Validity Period**").
- 2. The Pre-Order Offer is available only at the Online Stores and Offline Retail Stores operated by Samsung authorised Distributors/Retailers in Pakistan.
- 3. This Pre-Order only applies to "Samsung Galaxy S20 FE" (the "**Device**") and is subject to availability. Only one Device can be pre-ordered by one customer.
- 4. A Pre-order Confirmation ("Confirmation") receipt shall be provided to the pre-ordering customer upon advance payment of token money (i.e., PKR 10,000) (the "Pre-Order Amount"), out of the Recommended Retail Price of the Device. The Pre-Order Amount and Confirmation are not refundable or transferable. The Pre-Order Amount may be refunded in the discretion of Samsung in limited cases of genuine hardship, or in the event the Confirmation is cancelled by Samsung, subject to the pre-ordering customer presenting the original Confirmation receipt.
- 5. Each customer(s) receiving a valid Confirmation and purchasing a Device may also be entitled to receive a complimentary gift of a Galaxy Fit2 (Online redemption process mentioned in the Appendix A to these Terms and Conditions will be followed by the customer to claim this gift. Any lapse in following this process will be at the risk and cost of the customer). This gift must be redeemed by 30 November 2020.
- 6. The Confirmation receipt should be retained by the pre-ordering customer as a proof of purchase and submitted to Samsung whenever required as an essential condition for acquiring the Device and the Gift. Samsung and its authorized distributors shall not be liable for any costs or damages that may accrue as a result of the loss of the Confirmation receipt.
- 7. The Devices may be delivered to or can be collected from the stores by all preordering customers upon presentation of the Confirmation Receipt subject to: (1) availability of Devices, (2) all just exceptions, and (3) in the discretion of Samsung.
- 8. Samsung shall be entitled at its sole discretion and subject to any applicable law, to terminate or modify the Offer or to modify these Terms and Conditions at any time prior to or during the Validity Period, without any consequences.
- 9. Samsung or its distributors shall not be liable to the pre-ordering customer for any loss and/or damages of any kind suffered in connection with these Terms and Conditions and/or the Pre-Order. Without prejudice, Samsung's liability shall in no case exceed the Pre-Order Amount.

- 10. The sale of the Device under this Offer shall also be subject to the terms and conditions of sale and warranty, which is to be provided by the authorized distributor(s) of Samsung which overrides the manufacturer's warranty.
- 11. Samsung's and its distributor's responsibilities under this Offer may be affected on account of force majeure, political events, import restrictions or delays, pandemics, regulatory restrictions or delays, change in economic situation and neither Samsung nor its distributors will be responsible for any delay or non-performance. In case the performance under this Offer becomes too difficult in the sole opinion of Samsung, Samsung reserves the right to cancel the Pre-Order and to refund the Pre-Order Amount without any increments, subject to submission of the original Confirmation receipt.
- 12. The additional benefits/gifts being provided with this Offer are gratuitous and without any separate consideration. Samsung shall be entitled at its sole discretion to vary or withhold any such benefits.
- 13. By participating in this Offer, the customer accepts that any dispute of whatever nature which is directly or indirectly related to these Terms and Conditions shall be subject to, governed and construed by the laws and regulations of UAE and such disputes in relation to these Terms and Conditions shall be resolved by the competent courts of Dubai.
- 14. By participating in this Offer the customer acknowledges and agrees:
  - a. to have read these terms and conditions and the same are acceptable; and
  - b. to the Samsung Privacy Policy available at <a href="https://www.samsung.com/pk/info/privacy/">https://www.samsung.com/pk/info/privacy/</a>

## APPENDIX- A:

Online redemption Process for Galaxy Fit2:

- a) User sets up his/her Samsung account during device set-up.
- b) User opens Samsung Members App.
- c) User sees app splash screen and clicks on Benefits.
- d) User clicks on the offer banner and lands on the offer detail page of the offer.
- e) User clicks on "View Voucher" and copies the voucher code to clipboard.

- f) The user clicks on the link mentioned on the offer detail banner and gets redirected to <u>Samsung.com/pk/</u>.
- g) User adds his credentials, IMEI and copied voucher code
- h) User clicks on confirm redemption.