

Terms and Conditions

1. These Terms and Conditions comprise an offer to Samsung customers to benefit from the facilitation of online booking of Samsung Galaxy Smartphones (the “**Online Booking**”, “**Offer**”) during the period between 8th of April 2020 till the 31st of December 2020 (the “Validity Period”).

2. This Offer may be availed in the following manner:
 - (a) A forum will be created at Samsung’s website hosted at <https://www.samsung.com/pk/> where the customer(s) will be given an option to select and book online any of the Samsung Galaxy smartphones products (the “Samsung Product”);

 - (b) After selecting the Samsung Product, the customer(s) will be required to give their detailed contact information (the “Customer Information”); and a confirmation receipt of the Online Booking will be generated and shared with the customer(s) (the “Online Booking Order”);

 - (c) Upon receiving the Online Booking Order, Samsung Gulf FZE will share the Customer Information with its official distributors (the “Distributors”) and their Field Staff in Pakistan who will contact the customer(s) to confirm the Pre-Booking order, payment terms and expected delivery timelines associated with the same.

 - (d) The filling of the information on website will only be an expression of interest. It will not give rise to any enforceable or compellable rights for sale or delivery of any products. No financial transaction will take place on the website or between Samsung and the booking customer.

 - (e) After confirming the Online Booking Order, the relevant Distributor shall specify the tentative delivery schedule and will receive payment from the Customer. Thereafter, a confirmation receipt will be issued by the Distributor (the “**Confirmation Receipt**”).

3. This Offer is not an offer for sale of any Samsung Products. It is only a gratuitous facilitation service by Samsung Gulf FZE. The sale of the Products shall be made by the independent Distributors in Pakistan and delivery of the booked product shall also be made by the said Distributors.
4. The sale and delivery of the Samsung Product under this Offer shall also be subject to the terms and conditions of sale and warranty provided by the independent Distributor(s) of Samsung Gulf FZE, which overrides the manufacturer's warranty.
5. The Confirmation Receipt should be retained by the customer(s) as a proof of purchase and submitted to the Distributor whenever required as a condition to acquiring the Samsung Products.
6. Samsung shall not be liable to the online booking customer(s) for any loss and/or damages of any kind suffered in connection with these Terms and Conditions and/or the Online Booking Order and/or as a result of the loss of the Confirmation Receipt.
7. This Offer is gratuitous and without any separate consideration. Samsung shall be entitled at its sole discretion and subject to any applicable law, to terminate or modify this Offer or to modify these Terms and Conditions at any time prior to the Validity Period.
8. Deliveries shall be made by the Distributor subject to availability and depending upon the lifting/removal of lockdown restrictions.
9. By participating in this offer the customer acknowledges and agrees that:
 - a) He has read these terms and conditions and he unconditionally accepts the same;
 - b) Any dispute of whatever nature if arising between the customer and Samsung, which is related to or arises from these Terms and Conditions shall be subject to, governed and construed by the laws and regulations of the United Arab Emirates and such disputes shall be exclusively resolved by the competent courts in the said country;

- c) The sale of Samsung Products shall be between the Distributors and the customers and Samsung shall have no liability with regard to the sale transaction or the Product delivered; and

- d) Any information provided by the customer to Samsung, including the Customer Information and any identifiable information of the Customer may be used by Samsung for the purposes of this Offer. All such information may be transmitted, stored, transferred by Samsung globally across national borders and may be shared with affiliated entities outside Samsung. Samsung generally uses all such information in accordance with its Privacy Policy which may be viewed online and the customer hereby consents to the said policy.