

**SAMSUNG ELECTRONICS (UK) LIMITED**  
**SAMSUNG GEAR – GYM MEMBERSHIP**  
**TERMS AND CONDITIONS**

Participants agree to be bound by these terms and conditions (the “**Terms and Conditions**”). Any information or instructions published by the Promoter at [www.samsung.com/uk/offer/gear-gymgroup](http://www.samsung.com/uk/offer/gear-gymgroup) form part of the Terms and Conditions.

**The Promoter**

1. The promoter is Samsung Electronics (UK) Limited, Samsung House, 1000 Hillswood Drive, Chertsey, Surrey, KT16 0PS (the “**Promoter**”).

**Promotion Period**

2. The Promotion will commence at 00:01 (GMT) on 1 January 2018 and shall close at 23:59 (BST) on 29 March 2018 (the “**Promotion Period**”).

**Eligibility**

3. To be eligible to participate in the Promotion you must be a UK resident aged 18+ (“**Participant**”).
4. Employees or agents of the Promoter or anyone professionally connected to this Promotion and any group company of the Promoter is not eligible to enter.
5. This Promotion is only available to consumers (e.g. not to any business or reseller).

**Offer**

6. Participants who purchase a new (i.e. not second hand) pair of Gear IconX earphones, a Gear Fit2 Pro or Gear Sport (each a “**Promotion Product**”) from Amazon, Argos, Carphone Warehouse, Currys PC World, Dixons Travel, EE, John Lewis, Littlewoods, O2, Samsung Experience Stores, Very or [www.shop.samsung.com/uk](http://www.shop.samsung.com/uk) (each a “**Participating Retailer**”) within the Promotion Period will be eligible to claim a 3 month The Gym Group membership to a single The Gym Group location by redemption (the “**Reward**”).
7. Purchases from auction websites (e.g. eBay) or from third party sellers on online retailers’ websites (e.g. Amazon Marketplace) are specifically excluded from this Promotion.
8. Rewards are non-transferable and there is no cash alternative. In the event of unforeseen circumstances the Promoter may substitute a reward of equal or greater value for the Reward.
9. The Reward will terminate at the end of the three month free period and use of the Reward is subject to separate terms, available at [www.thegymgroup.com/legal/the-gym-membership-rules](http://www.thegymgroup.com/legal/the-gym-membership-rules).

**Claims**

10. To claim the Reward, Participants must purchase a Promotion Product from a Participating Retailer during the Promotion Period then visit [www.samsung.com/uk/offer/gear-gymgroup](http://www.samsung.com/uk/offer/gear-gymgroup), complete the online claim form and submit it together with proof of purchase of a Promotion Product (a “**Claim**”).
11. Claims must be made between 30 and 60 days from the date of purchase (the “**Claim Period**”), meaning the final Claim date (for a Promotion Product purchased on 29 of March 2018) is no later than 23:59 (BST) on 27 May 2018. Claims received outside the Claim Period will be marked as invalid and will not be accepted.
12. Participants may submit a maximum of one (1) Claim per Promotion Product purchased and a maximum of two (2) Claims per household.
13. Participants will be sent an email and SMS to confirm their Claim has been received by the Promoter and has been successful and validated.
14. If an email acknowledgement has not been received, the Participant must contact the Promoter’s customer service team at [gymgroup@samsungpromotions.claims](mailto:gymgroup@samsungpromotions.claims) or 0345 216 0032 within fourteen (14) days of a Claim being submitted.
15. The Reward will be sent via email to the email address provided in the Claim within fourteen (14) days of receipt of a valid Claim and may be redeemed by following the process set out in Clause 21 below.

16. If a Claim has been submitted incorrectly, the Participant will be notified via email and offered the opportunity to provide a revised Claim within seven (7) days. If no response is received within seven (7) days the Claim shall be marked as invalid and the Participant will no longer be eligible to receive the Reward.
17. No responsibility is accepted by the Promoter for lost, delayed or damaged data which occurs during any communication or transmission of Claims.
18. The Promoter reserves the right at its absolute discretion to disqualify Claims which it considers do not comply with these Terms and Conditions.
19. The Promoter shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Claims including, without limitation, to require further verification as to proof of purchase, as well as the identity, age, and other relevant details of a Participant.
20. If a Participant returns any Promotion Product after submitting a Claim, the Claim will be invalid and the Participant must immediately call 0345 216 0032. The Promoter reserves the right to check with Participating Retailers whether a Promotion Product has been returned and, by submitting a Claim, the Participant provides consent to the Promoter to do so.

### **Redemption**

21. To redeem the Reward, Participants must:
  - a. go to [www.thegymgroup.com/Samsung](http://www.thegymgroup.com/Samsung);
  - b. select a gym location from the drop down list;
  - c. enter the unique code from the email from the Promoter and enter personal contact details; and
  - d. click 'submit',  
(a "Redemption").
22. Redemptions must be made by 23:59 (BST) on 27 June 2018. Any attempt to redeem a Reward after this time will not be accepted and no replacement code shall be issued.
23. Once redeemed, the Participant will receive the Reward via a welcome email from The Gym Group with an 8 digit personal pin number to gain entry to the Participant's chosen gym.
24. The membership will commence on the date on which the Redemption is made.

### **Privacy and Data Protection**

25. The Promoter may use any personal information submitted by the Participant to advise Participants of future promotions and to provide information about products of the Promoter that may be of interest. The Participant hereby consents to such personal information being used for this purpose and confirms that it agrees with the Promoter's privacy policy available at: <http://www.samsung.com/uk/info/privacy.html>. The Participant may withdraw consent to such use of personal information by writing to the Promoter or by using the opt-out process outlined in the Promoter's privacy policy.
26. Other than as set out in these Terms and Conditions or for the purposes of operating the Promotion, the details and information provided by the Participant when entering the Promotion or claiming the Reward will not be used for any promotional purpose, nor shall they be passed to any third party.

### **General**

27. The Promoter shall not be liable for any interruption to the Promotion whether due to force majeure or other factors beyond the Promoter's control.
28. The Promoter reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the Terms and Conditions of the Promotion.
29. The Promoter will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or Claim or Rewards; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; or (e) any printing or typographical errors in any materials associated with the Promotion.
30. Participants will be solely responsible for any and all applicable taxes and any other relevant costs, expenses which are not stated in the Terms and Conditions as being included.

31. By participating in this Promotion Participants agree, to the maximum extent permitted by applicable laws, to release and hold the Promoter harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotion, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Reward. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Promoter's negligence.
32. The Promotion is governed by English law.