# TERMS AND CONDITIONS SAMSUNG BLUE REWARDS PROMOTION SAMSUNG ELECTRONICS (UK) LIMITED

Participants agree to be bound by these terms and conditions (the "Terms and Conditions"). Any information or instructions published by the Promoter about the Promotion at <a href="https://www.samsung.com/uk/blue-cashback/">https://www.samsung.com/uk/blue-cashback/</a> or <a href="https://www.samsung.com/ie/blue-cashback/">https://www.samsung.com/ie/blue-cashback/</a> 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 OPS (the "**Promoter**").

### **Purchase Period**

2. The Promotion will commence at 00:01 (GMT) on the 4<sup>th</sup> December 2019 and shall close at 23:59 (GMT) on the 25<sup>th</sup> December 2019 (the "**Purchase Period**"), save for the exceptions given at Condition 11 below.

### Eligibility

- 3. To be eligible to participate in the Promotion you must be a U.K., Channel Islands, Isle of Man or Republic of Ireland resident aged 18+ or a business registered within the same with a valid U.K, Channel Island, Isle of Man or Republic of Ireland bank account ("Participant")
- 4. Claims may only be submitted by the end user Participant, Claims made by Participating Retailers, other Resellers and/or their staff on behalf of the end user are specifically excluded and any such Claims will be automatically rejected.
- 5. This Promotion is not open to employees of the Promoter.
- 6. Employees of Participating Retailers are permitted to take part in the Promotion.
- 7. Rewards shall be paid by way of bank transfer and Participants must have a valid U.K., Channel Islands, Isle of Man or Republic of Ireland bank account in order to receive the Reward.
- 8. Rewards shall be awarded to Participants based on their country of residence, for example a ROI Participant purchasing a Promotion Product in the United Kingdom shall receive their Reward in Euros rather than GBP in accordance with Table 1 below.

# Offer

9. Participants who purchase a new (i.e. not second hand, ex-display or refurbished) qualifying Samsung device as detailed in Table 1 below (the "Promotion Product") in-store or online from a Participating Retailer in the U.K., Channel Islands, Isle of Man or Republic of Ireland within the Purchase Period will be eligible to claim a cash back reward (exclusively paid by way of bank transfer) via redemption (the "Reward"). The relevant Reward value per Promotion Product shall be as set out in Table 1 below.

<u>Table 1 – Promotion Products, Participating Retailers and Corresponding Rewards</u>

		Corresponding	Corresponding	Participating	Participating
Promotion	CIVII	Reward (£)	Reward (£)	Retailers	Retailers
Product	SKU			(United	(Republic of Ireland)
				Kingdom, CI and IOM)	ireiand)
S10e	SM-G970F	£100.00	£110.00	Affordable	Argos, Arnott's
			€110.00	Mobiles,	(Expert), Alpha
A80	SM-A805F	£100.00	€110.00	Amazon.co.uk	Communications,
A70	SM-A705F	£60.00	€65.00	(sold &	Appliances
A50	SM-A505F	£50.00	€55.00	dispatched by	Delivered, C&C
Tab S6 128GB WIFI	SM-T860N	£70.00	€80.00	Amazon only),	Cellular, Carphone
Tab S6 256GB WIFI	SM-T860N	£70.00	€80.00	AO Mobile,	Warehouse,
Tab S6 128GB LTE	SM-T865N	£70.00	€80.00	AO.com, Argos,	Carphone
Tab S6 256GB LTE	SM-T865N	£70.00	€80.00	BT, BT Shop ,	Warehouse
Tab S4 WIFI	SM-T830N	£50.00	€55.00	Buymobiles.net	Business,
Tab S4 LTE	SM-T835N	£50.00	€55.00	, Carphone	Connections
Tab S5e 64GB WIFI	SM-T720N	£50.00	€55.00	Warehouse,	Limited (uparty),
Tab S5e 128GB				Carphone Warehouse	Currys PC World,,
WIFI	SM-T720N	£50.00	€55.00	Business,	Carcom.ie, DID Electrical, Dixons
Tab S5e 64GB LTE	SM-T725N	£50.00	€55.00	Dixons Travel,	Travel, Egans
Tab S5e 128GB LTE	SM-T725N	£50.00	€55.00	Currys PC	Mobile Phone
Galaxy Watch			€55.00	World,	Store LTD, Eir,
46mm (BT)	SM-R800N	£50.00		e2save.co.uk,	Euronics, Expert, ,
Galaxy Watch				EE, Giff Gaff,	Exertis Ireland,
42mm (BT)	SM-R810N	£50.00	€55.00	Go Mobile ,	Harvey Norman,
Galaxy Watch	CN 4 DOOFF	27.00	655.00	Harrods, ID	Irish Mobile,
46mm (4G)	SM-R805F	£50.00	€55.00	Mobile , John	Irwins Ltd, Kelco
Galaxy Watch	CNA DO1FF	CEO 00	€55.00	Lewis,	Communications,
42mm (4G)	SM-R815F	£50.00	€55.00	Littlewoods ,	Kerry Phone
Galaxy Watch				Mainline,	Group, , King
Active2 40mm SS	SM-R835F	£50.00	€55.00	MDEE, Mobile	Communications,
(4G)				Phones Direct, Mobiles.co.uk,	PG Communications,
Galaxy Watch		_	_	02, O2	Phones Made
Active2 44mm SS	SM-R825F	£50.00	€55.00	Business, Tesco	Easy, Power City,
(4G)				Mobile,	Samsung
Galaxy Watch	CNA DOCCO	650.00	CEE 00	Phones.co.uk,	Experience Store,
Active2 40mm	SM-R830N	£50.00	€55.00	Phonespot ,	Samsung Shop
ALU (BT)				Samsung	Online, Sky,
Galaxy Watch Active2 44mm	SM-R820N	£50.00	€55.00	Experience	Soundstore
ALU (BT)	SIVI-IVOZUIN	130.00	€33.00	Store ,	Ireland, South
Galaxy Watch				Samsung Shop	West
Active (BT)	SM-R500N	£30.00	€35.00	Online ,	Communications,
Galaxy Buds	SM-R170N	£30.00	€35.00	Amazon	Synchro , Talk to
Galaxy Buus	2IAI-UT\OIA	£30.00	€33.00		

AKG N700NC2 Wireless	GP-N700HAH	£30.00	€35.00	Business, Selfridges , Sky,	Me, Tesco Mobile, The
AKG Y500 Wireless	GP-Y500HAH	£30.00	€35.00	Microsoft, The	Smartphone
AKG N400 Wireless	GP-N400HAH	£30.00	€35.00	Smartphone Company, , Virgin Media Business, Virgin Mobile, , Three, , Very, Vodafone,	Company, ThePhoneStores.ie , Three, Uparty, Virgin Mobile, Vodafone Ireland.
Samsung Memory Card EVO Plus*	MB- MC512GA/EU	£20.00	€25.00		
Samsung Memory Card EVO Select*	MB- ME512GA/EU	£20.00	€25.00		
Samsung Portable SSD T5 1TB Red	MU- PA1T0R/EU	£40.00	€45.00		
Samsung Portable SSD T5 1TB Rose Gold	MU- PA1T0G/EU	£40.00	€45.00		
Samsung Portable SSD T5 1TB Black	MU- PA1T0B/EU	£40.00	€45.00		
Samsung Portable SSD T5 2TB	MU- PA2T0B/EU	£90.00	€100.00		

- 10. Purchases from auction websites (e.g. eBay) or marketplace sales through retail websites (e.g. Amazon Marketplace or Play Trade) are specifically excluded from this Promotion.
- 11. Participants who purchase a Promotion Product from a Participating Retailer listed in Table 2 below must purchase said Promotion Product within the relevant Extended Purchase Period given at Table 2 to remain eligible for the Promotion. For the avoidance of doubt, within these Promotion Terms and Conditions, reference to the term 'Purchase Period' shall be considered to include reference to the Extended Purchase Period(s) unless stated otherwise.

<u>Table 2 – Extended Purchase Period</u>

Eligible Participating Retailers	Extended Promotion Period		
Tesco	2/12/19 (00:01 – GMT) – 29/12/19 (23:59 – GMT)		
Vodafone Ireland	3/12/19 (00:01 – GMT) – 25/12/19 (23:59 – GMT)		
Carphone Warehouse	3/12/19 (00:01 – GMT) – 25/12/19 (23:59 – GMT)		

12. Individual Participants may claim a maximum of one (1) Reward per Promotion Product purchased up to a maximum of four (4) Rewards in total per household. Business Participants may claim a maximum of one (1) Reward per Promotion Product purchased up to a maximum of two hundred and fifty (250) Rewards in total per registered business.

# Claims

13. To claim, after purchasing a Promotion Product from a Participating Retailer during the Promotion Period, Participants must visit <u>www.samsungcashback/bluecashback</u> within thirty (30) days of purchase of their Promotion Product (the date of purchase counts as day 1) and complete the claim form with either the IMEI number where the purchased Promotion Product is a smartphone or the serial number where the purchased Promotion Product is a tablet, smartwatch or SSD. Participants will also need to provide their name, contact information, bank account details and any other requested information, and submit it together with a scanned copy of their proof of purchase. Participants may also be required to upload a photograph or screenshot of either their IMEI number or serial number as appropriate (a "Claim"). Participants who purchase a Promotion Product marked with a "\*" at Table 1 above shall be excluded from the requirement to enter a serial or IMEI number only.

- 14. Proof of purchase must include: Participating Retailer name, Promotion Product name and/ or IMEI number and the date of purchase. Further information regarding proof of purchase requirements can be found on the FAQ page: www.samsungcashback.com/contact.
- 15. Claims may only be submitted within thirty (30) days from the date of purchase, meaning the final claim date for purchases made on the 25<sup>th</sup> December 2019 is no later than 23:59 (GMT) on the 23<sup>rd</sup> January 2020 (the "End Date"). Claims received after the End Date will not be eligible. For the avoidance of doubt, the date of purchase counts as day 1.
- 16. Participants will be sent an initial email to confirm that their Claim has been received and provisionally approved, subject to Promoter verification ("Provisional Approval"). Within 30 calendar days of Provisional Approval, Participants will receive a second email confirming that their Claim has been fully validated by the Promoter ("Claim Validation"). and their Reward payment has been processed. For the avoidance of doubt, no Reward payments shall be made to Participants until Claim Validation has occurred
- 17. If an email has not been received, it is the Participant's responsibility to contact the Promoter's customer service team at help@samsungcashback.com/ within seven (7) days of a Claim being submitted.
- 18. If the Claim is deemed to have missing information, the Participant will be notified via email and offered the opportunity to provide the required information to validate their Claim within seven (7) days of the email being sent. If no response is received, then the Claim shall be marked as invalid and the Participant will no longer be eligible to receive the Reward.
- 19. Provided that the relevant Claim is not rejected for any reason before Claim Validation occurs, Participants will receive the Reward by way of bank transfer to the bank account detailed in the Claim within thirty (30) days of Provisional Approval.
- 20. To check the status of the Claim Participants may visit <a href="mailto:samsungcashback.com/track">samsungcashback.com/track</a>
- 21. Claims that are incomplete or damaged will be deemed invalid. No responsibility is accepted by the Promoter for lost, delayed or damaged data which occurs during any communication or transmission of Claims.
- 22. The Promoter reserves the right at its absolute discretion to disqualify Claims which it considers do not comply with these Terms and Conditions.
- 23. 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 generate or require further verification as to proof of purchase, as well as the identity, age, and other relevant details of a Participant. This process may involve the Promoter sharing information with third parties.
- 24. If a Participant returns a Promotion Product after making a Claim, then the Participating Retailer shall notify the Promoter and the Claim shall be rejected. Where the Reward has already been paid then the Promoter shall seek to recover the Reward from the Participant.

# **Privacy and Data Protection**

- 25. 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.
- 26. The information collected as described in Condition 13 above shall be processed in accordance with the procedures outlined in the Promoter's privacy policy, available at www.samsung.com/uk/info/privacy.

#### 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. Rewards are non-transferable by Participants.
- 30. 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 claims; (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.
- 31. Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in the Terms and Conditions as included in the Reward.
- 32. By participating in this Promotion, you 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 or receipt of the Reward. The above limitation of liability shall not apply to death or personal injury caused as a result of Promoter's negligence.
- 33. The Promotion is governed by the law of England and Wales.