

## Appendix 1 – Promotion Terms and Conditions

### SAMSUNG ELECTRONICS (UK) LIMITED BACK TO SCHOOL GWP PROMOTION 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 about the Promotion at <https://www.samsung.com/uk/offer/a-series-akg-y500> or <https://www.samsung.com/ie/offer/a-series-akg-y500> 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 (BST) on 5<sup>th</sup> August 2020 and shall close at 23:59 (BST) on 2<sup>nd</sup> September 2020 (the “**Promotion Period**”).

#### Eligibility

3. To be eligible to participate in the Promotion you must be a legal resident (aged 18+) of either the United Kingdom, Channel Islands, Isle of Man or Republic of Ireland (“**Individual Participant**”) or a company registered in one of the same (“**Company Participant**”). For the avoidance of doubt, within these Terms and Conditions the term “**Participant**” shall be taken to refer to both Individual Participants and Company Participants (and the applicable plural) unless stated otherwise.
4. Employees or agents of the Promoter that are involved in the operation of this Promotion or anyone professionally connected to this Promotion are not eligible to enter. Sales staff at the Participating Retailers are eligible to participate so long as they have not received a staff discount on the Promotion Product.
5. Network providers, retailers, distributors, resellers and any person who purchases a Promotion Product (defined below) for resale or otherwise not as the user of the Promotion Product, may not participate in this Promotion and is specifically excluded as a Participant.

#### Offer

6. Participants who purchase a new selected (i.e. not second hand, refurbished or ex-display) Samsung A series device with the applicable SKU listed in Table 1 (each a “**Promotion Product**”) from a retailer listed in Table 2 below (“**Participating Retailer**”) either online or in-store and within the Promotion Period will be eligible to claim one (1) free pair of AKG Y500 Wireless Headphones as listed in Table 1 (the “**Reward**”), subject to full compliance with these Promotion Terms and Conditions (“**Promotion Terms**”).

**Table 1 – Promotion Products and Corresponding Reward**

Promotion Product (SKU)	Corresponding Reward
Samsung Galaxy A41 (SM-A415F)	One (1) pair of AKG Y500 Wireless Headphones (black)  (SKU: GP-Y500HAHHCAD)
Samsung Galaxy A51 (SM-A515F)	
Samsung Galaxy A51 5G (SM-A516B)	
Samsung Galaxy A71 (SM-A715F)	

**Table 2 – Participating Retailers**

<b>Territories</b>	<b>Participating Retailers</b>
United Kingdom, Channel Islands, Isle of Man	Samsung Experience Store Samsung Kings Cross Samsung Shop Online Amazon.co.uk (sold & dispatched by Amazon only) AO Mobile AO.com Argos Carphone Warehouse Carphone Warehouse Business Currys PC World Dixons Travel EE e2save Giff Gaff Harrods ID Mobile John Lewis Littlewoods Microsoft Mobile Phones Direct Mobiles.co.uk O2 O2 Business Phonespot Selfridges Sky Tekzone (Selfridges) Tesco Mobile The Smartphone Company Three Very Virgin Mobile Vodafone Insight Bechtle Onecom Tela Technologies Ltd 4G Upgrades Daisy Communications Daisy Connect Reward Mobile Voice Mobile Mainline MDEE Amazon Business

Republic of Ireland	Alpha Communications Argos Arnott's (Expert) B4B telecoms Brown Thomas (Expert) C&C Cellular CarCom Carphone Warehouse Carphone Warehouse Business Connections Limited Currys PC World DCB Group DID Electrical Dixons Travel Egans Mobile Phone Store LTD Eir Eolas Technologie Electro City Euronics Exertis Ireland Expert Future Business Intercommunications Harvey Norman Irish Mobile Irwins Ltd Kelco Communications Kerry Phone Group King Communications Littlewoods PG Communications Phones Made Easy Power City Electro City Samsung Shop Online (fulfilled by Exertis) Shaw & Sons Dungarvin Sky Soundstore Ireland South West Communications Synchro Talk to Me Telfords Portlaoise Tesco The Mobile Phone Shop The Smartphone Company ThePhoneStores.ie Three Uparty Very Virgin Mobile Vision iD Vodafone Ireland
---------------------	---

7. To qualify for this Promotion, the Promotion Product must be purchased from a Participating Retailer located within the United Kingdom, Republic of Ireland, Channel Islands or Isle of Man.

8. Purchases from auction websites (e.g. eBay) or from third party sellers (e.g. Amazon Marketplace) are specifically excluded from this Promotion.
9. 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.
10. Participants may submit a maximum of one (1) Claim per Promotion Product purchased, a maximum of one (1) Claim per Individual Participant and two (2) Claims per household; and a maximum of two-hundred and fifty (250) Claims per Company Participant.

## Claims

11. Upon taking delivery of the Promotion Product, Individual Participants must register for the Samsung Members App using either an existing or newly created Samsung account. Such Individual Participant should then visit the Benefits section of the Samsung Members App and click on the Claim Banner to be directed to a website in order to register their details and upload the required information to make an application for their Reward under this Promotion (“Claim”). Should individual participants encounter difficulties claiming through the Samsung Members App, they may apply directly through the Website. Company Participants must visit <https://20202.samsungpromotions.claims/akgy500> (the “Website”), complete the online claim form and upload the required information to make an application for their Reward under this Promotion (also a “Claim”). Such required information will also include (but not limited to) the proof of purchase and IMEI number of the Promotion Product.
12. Claims must be submitted within thirty (30) days of the date of purchase of the Promotion Product (the “Claim Period”), meaning that the final date to submit a Claim against a Promotion Product purchased on the 2<sup>nd</sup> September 2020 is by 23:59 (BST) on the 1<sup>st</sup> October 2020. For the avoidance of doubt, the date of purchase as shown on the relevant proof of purchase shall be considered day one (1). Claims received outside the Claim Period will be marked as invalid and will not be accepted.
13. Participants will be sent an email to confirm their Claim has been received by the Promoter instantly upon completed entry of a Claim. Please note that processing of Claims received may take up to seven (7) days from the date of receipt of the Claim and Participants will be sent an email to confirm whether their Claim has been successful and validated (“Claim Validation”).
14. If an email acknowledgement has not been received, it is the Participant’s responsibility to contact the Promoter’s customer service team by email at [akgy500@samsungpromotions.claims](mailto:akgy500@samsungpromotions.claims) or by phone at 0333 016 4054 (UK) or 01582 7916 (ROI and non-mainland UK) within seven (7) days of a Claim being submitted.
15. If a Claim is deemed to have been submitted incorrectly, the Participant will be notified via email and SMS and offered the opportunity to provide the required information within seven (7) days. If no response is received within seven (7) days of the email and SMS, then the Claim shall be marked as invalid and the Participant will no longer be eligible to receive the Reward.
16. Subject to making a valid Claim in accordance with the Terms and Conditions, the Reward will be delivered via recorded delivery within thirty (30) days of the Claim being validated to the United Kingdom, Republic of Ireland, Channel Island or Isle of Man postal address provided in the Claim.
17. 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.
18. The Promoter reserves the right in 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 pre-order, as well as the identity, age and other relevant details of a Participant. This process may involve the Promoter sharing information with third parties.
20. If a Participant returns the Promotion Product, the Participant must not make a Claim. If a Participant returns or cancels the delivery of a Promotion Product after submitting a Claim, the Claim will be invalidated, and the Participant must cancel the Claim immediately by calling the contact number in Condition 13. The Promoter reserves the right to check with the Participating Retailer whether a Promotion Product has been returned or delivery cancelled and by submitting a Claim the Participant provides consent to the Promoter to do so. Where the Reward has already been sent then the Promoter shall seek to recover the Reward from the Participant which where necessary may involve legal action being carried out against the Participant.

## Privacy and Data Protection

21. The Promoter's use of any personal information submitted by the Participant shall be limited to communications about the Promotion and for managing Claims and Reward redemption processes. The Participant hereby consents to its personal information being used for this purpose and confirms that it agrees with the Promoter's privacy policy available at: [www.samsung.com/uk/info/privacy.html](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.
22. The details and information provided by the Participant when entering the Promotion or claiming the Reward may be passed to third parties in connection with the processing of their Claim but will not be used for any other purpose other than as set out in these Terms and Conditions, unless you specifically consent to share your data for additional purposes.

## General

23. 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.
24. 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.
25. 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.
26. 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 being included.
27. 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, 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.
28. The Promotion is governed by the laws of England and Wales.