

TERMS AND CONDITIONS
SAMSUNG FLIP 100 DAY TRIAL GUARANTEE

Participants agree to be bound by these terms and conditions. Any information or instructions published by the Promoter about the promotion at form part of these terms and conditions.

Promoter: Samsung Electronics (UK) Limited, Samsung House, 1000 Hillswood Drive, Chertsey, Surrey KT16 0PS, United Kingdom (the “**Promoter**” or “**Samsung**”).

General Terms

1. The Promotion will commence at 00:01 (BST) on 1 May 2018 and shall close at 23:59 (BST) on 31 December 2018 (“**Promotion Period**”) and is open to any UK or ROI resident company, partnership, sole-trader or individual (18+) that is the end user of a Promotion Product (“**Participant**” or “**you**”). This Promotion is not open to resellers.
1. Participants who purchase a Samsung Flip product with the model number LH55WMHPTWC/EN or STN-WM55H (each a “**Promotion Product**”) within the Promotion Period will be entitled to return the Promotion Product within 100 days from purchase (“**100 Day Trial Period**”) and receive a full refund (“**Money Back Guarantee**”). The day of purchase counts as day one of the 100 Day Trial Period. The Promotion is open to the original purchaser only.
2. Promotion Products must be purchased from a participating reseller in the UK or ROI as brand new. **Participants must contact the reseller they are intending to purchase from prior to purchase to confirm they are a participating reseller.**
3. Second-hand products, refurbished and reseller demo products, and products purchased through internet auctions, marketplace sellers, or from any unauthorised reseller, are specifically excluded from the Promotion.
4. To claim the Money Back Guarantee you must follow the process below:
 - a. Go to www.samsung.com/uk/flip100day and provide all requested information (including an email address, a physical address for collection (UK and ROI only) and proof of purchase). You will then receive a confirmation email from Samsung with a reference number.
 - b. Contact Samsung at uk.corporate@samsung.com and quote your reference number (a “**Claim**”). Claims must be made within 100 days of the date of purchase.
 - c. Within 24 hours of Claiming you will receive a confirmation email from Samsung with instructions for collection by Samsung or its agent, including a date and time and an authorisation to return code (a “**Code**”).
 - d. Provide the Code to the participating reseller from whom the purchase was made within thirty (30) days of receiving the Code. The participating retailer will confirm receipt of the code within two (2) working days.
 - e. Before collection, you will need to remove all programs, data and removable storage media from the Promotion Product (unless directed otherwise by Samsung); securely package the Promotion Product according to Samsung’s instructions; and

ensure that the Promotion Product is available for collection from the address stipulated in your Claim, on the date and at the time confirmed by Samsung.

- f. Money Back Guarantee payments shall be paid by the participating reseller by way of bank transfer, within thirty (30) days of collection of your Promotion Product by Samsung. You must have a UK (for sterling claims) or ROI (for euro claims) bank account.
5. Where the instructions for collection are not followed, or the Promotion Product collected by Samsung or its agent does not match the details submitted as part of your Claim, will not be entitled to the Money Back Guarantee.
6. Each Participant may submit a maximum of two (2) Claims under this Promotion provided a maximum of two (2) Claims are made per company. Claims and Money Back Guarantees are not transferable to any other person and no alternative will be offered.
7. Once payment has been made by Samsung or its agent the Promotion Product becomes the property of Samsung.

Privacy and Data Protection

8. 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.
9. 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: 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.
10. 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 will not be used for any promotional purpose, nor shall they be passed to any third party.

General

11. 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.
12. The Promoter reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary these terms and conditions.
13. 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.

14. Participants will be solely responsible for any and all applicable taxes and any other relevant costs, expenses which are not stated in these terms and conditions as being included.
15. 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 Money Back Guarantee.
16. 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.
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 or for lost or delayed 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. The Promoter reserves the right to report suspicious activity or claims to the police.
21. The Promotion is governed by English law.
22. Any questions concerning the Money Back Guarantee should be directed to Samsung's customer service team at uk.corporate@samsung.com.