

**SAMSUNG ELECTRONICS (UK) LIMITED**  
**S20 FE 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 [www.samsung.com/uk/galaxys-preorder/](http://www.samsung.com/uk/galaxys-preorder/) [www.samsung.com/uk/galaxys-preorder/terms/](http://www.samsung.com/uk/galaxys-preorder/terms/) or [www.samsung.com/ie/galaxys-preorder/](http://www.samsung.com/ie/galaxys-preorder/) [www.samsung.com/ie/galaxys-preorder/terms/](http://www.samsung.com/ie/galaxys-preorder/terms/) 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 15:00 (BST) on 23<sup>rd</sup> September 2020 and shall close at 23:59 (GMT) on 27<sup>th</sup> October 2020 (the “**Promotion Period**”).

**Eligibility**

3. To be eligible to participate in the Promotion you must be a legal resident (aged 18+) (“**Individual Participant**”) of the United Kingdom, Isle of Man, Channel Islands or Republic of Ireland (“**Territories**”) or a company registered in one of the Territories (“**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 of any Participating Retailers are eligible to participate so long as they have not received a staff discount on the Promotion Product used to take to part in the Promotion.
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 pre-order and/or purchase a new selected (i.e. not second hand, refurbished or ex-display) Samsung Galaxy S20FE listed in Table 1 (“**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 their choice of a free fitness tracker or gaming controller 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**

<b>Promotion Product (SKU)</b>	<b>Reward</b>
S20FE 5G (all colours) SM-G781BZBDEUA	Choice between Gaming or Fitness Reward: Gaming Reward consists of:

SM-G781BZRDEUA SM-G781BLVDEUA SM-G781BZGDEUA SM-G781BZWDEUA SM-G781BZODEUA	3 months subscription to Xbox Game Pass Ultimate and MOGA XP5-X+ Game Controller Fitness Reward consists of: Samsung Galaxy Fit2 in black
S20FE (all colours) SM-G780FZBDEUA SM-G780FZRDEUA SM-G780FLVDEUA SM-G780FZGDEUA SM-G780FZWDEUA SM-G780FZODEUA	

**Table 2 – Participating Retailers**

<b>Territories</b>	<b>Participating Retailers</b>
United Kingdom, Isle of Man and Channel Islands	Amazon.co.uk (sold & dispatched by Amazon only), AO Mobile, AO.com, A1 Comms, Affordable Mobiles, Argos, BT, BT Enterprise, Buy Mobiles.net, Carphone Warehouse, Direct Mobiles, Dixons Travel, EE, e2save, Fonehouse, Giff-Gaff, Go Mobile, Harrods, ID Mobile, John Lewis, Littlewoods, Mobile Phones Direct, Mobiles.co.uk, O2, Phones.co.uk, Phonespot, Samsung Experience Store, Samsung Shop Online (including Samsung Student Shop Online & Samsung Exclusive Offer Shop Online), Selfridges, Sky, The Smartphone Company, Three, Very, Vodafone, VOXI, Virgin Mobile, Tesco Mobile, Tesco UK, Tekzone (Selfridges), Aerial Communications, Carphone Warehouse Business, Currys PC World, Daisy Communications, Daisy Connect, Insight, O2 Business, Onecom, Raylo, Reward Mobile, Voice Mobile, XMA, Samsung Kings Cross, Chitter Chatter, Get Connected, Starline, MDEE, Mainline, Microsoft, KTM Online, Metrofone, 4G Upgrades
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 Technologies, Euronics, Exertis Ireland, Expert, Future Business Intercommunications, Harvey

	<p>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), Sky, Soundstore Ireland, South West Communications, Synchro, Talk to Me, The Mobile Phone Shop , The Smartphone Company, ThePhoneStores.ie, Three, Uparty, Very, Virgin Mobile, Vision iD, Vodafone Ireland, Tesco Mobile</p>
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7. To qualify for this Promotion, the Promotion Product must be pre-ordered and/or purchased from a Participating Retailer located within the Territory in which the Individual Participant resides or the Company Participant is registered.
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. The Supplier reserves the right to substitute a Reward in a different SKU than as stated in Table 1 above.
10. Participants may submit a maximum of one (1) Claim per Promotion Product purchased, a maximum of one (1) Claim per Individual Participant and four (4) Claims per household; and a maximum of two-hundred and fifty (250) Claims per Company Participant.

**Reward fulfilment for Participants purchasing from Samsung Shop Online (UK & Ireland)**

11. Participants purchasing from the Samsung Shop Online must select their Rewards when placing their order. Their Reward will be dispatched within 45 days of selection.
12. Participants purchasing from Samsung Shop Online who have not received their Rewards within the timelines stated in clause (9) above should call Samsung on: 0330 726 7467 (UK) and 0818 302 016 (Ireland).

**Claims**

13. 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 Pre-Order / 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. Company Participants must visit [www.samsungpromotions.claims/s20fereward](http://www.samsungpromotions.claims/s20fereward) (the “**Website**”), complete the online claim form and upload the required information to make an application for their Reward under this Promotion (a “**Claim**”). This required information includes the proof of purchase and IMEI number of the Promotion Product(s) purchased.
14. Claims may only be submitted within the Claim Period, which runs between 00:01 (GMT) on 2<sup>nd</sup> October 2020 and 23:59 (GMT) on 29<sup>th</sup> November 2020 (the “**Claim Period**”). 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.
15. 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**”).

16. 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 [s20fereward@samsungpromotions.claims](mailto:s20fereward@samsungpromotions.claims) or by phone at 0333 016 5193 (UK, IOM or CI) or 01691 7249 (ROI) within seven (7) days of a Claim being submitted.
17. 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.
18. Following the Claim Validation email, Individual Participants will receive an email containing a URL and evoucher code(s). In order to claim their Reward, Individual Participants should visit the URL provided. On this website, Participants will be asked to choose between the fitness tracker or gaming controller as their Reward and enter their evoucher code(s), they will also be asked to confirm their contact details to finalise their Claim.
19. Company Participants claiming for multiple rewards from having purchased multiple Promotional Products will instead be asked to choose a Reward for each Promotional Product they have purchased during the initial Claim form and shall have their selection dispatched to their given address automatically within 45 days of validation. If the Company Participant has not received their Reward(s) within 45 days of their Claim being finalised, they should contact Samsung by calling 0330 726 7467 (UK) and 0818 302 016 (Ireland).
20. Participants have until 31 December 2020 to use their evoucher.
21. For all Participants selecting the Gaming Reward (purchases from Samsung Online Shop and other Participating Retailers):
  - a. Current or previous subscribers to Xbox Game Pass Ultimate are not eligible for the free 3 month Game Pass Ultimate subscription
  - b. A valid payment method must be provided to receive the 3 month Game Pass Ultimate subscription and after the free 3 month period expires, Participants will automatically be charged the then-current regular membership rate every month unless Game Pass Ultimate is cancelled not less than 24 hours before the end of their 3 month free trial period. (see: <https://www.xbox.com/en-GB/xbox-game-pass> for details)
  - c. Game Pass Ultimate 3 month trial is limited to one per person
  - d. Participants will receive their Game Pass Ultimate access code (token) via email from Samsung within 48 hours of redeeming their evoucher on the Samsung.com website
  - e. Game Pass Ultimate must be redeemed at [microsoft.com/redeem](https://microsoft.com/redeem) before March 2, 2021.
  - f. Game catalogue varies over time.
  - g. DLC (downloadable content) sold separately; if a game is removed from Xbox Game Pass or your membership ends, you will need to purchase the game separately to use your DLC.
  - h. Upon redemption existing Xbox Live Gold and/or Game Pass for Console or PC memberships will convert to Ultimate at a conversion ratio. Details and system requirements at [xbox.com/gamepass](https://xbox.com/gamepass).
  - i. Customers experiencing difficulty using their GamePass Ultimate code should contact: <https://support.xbox.com/help/subscriptions-billing/redeem-codes-gifting/troubleshoot-gift-card-code-issues>
22. Reward selection is subject to stock availability and the Promoter reserves the right to substitute an alternative Reward of an equivalent value if the Reward selected by the Participant is unavailable.
23. 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.
24. The Promoter reserves the right in its absolute discretion to disqualify Claims which it considers do not comply with these Terms and Conditions.
25. 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 and 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.
26. If a Participant cancels the pre-order or 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 relevant contact number in Condition 16. 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**

27. 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.
28. 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**

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. The Promotion is governed by the laws of England and Wales.