

**SAMSUNG ELECTRONICS (UK) LIMITED**  
**SAMSUNG S7 FAMILY GEAR FIT2 PROMOTION (“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/freefit2](http://www.samsung.com/uk/freefit2) form part of the Terms and Conditions.

**The Promoter**

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

**Promotion Period**

2. The Promotion will commence at 00:01 (GMT) on 1 June 2017 and shall close at 23:59 (GMT) on 30 June 2017 (the “**Promotion Period**”).

**Eligibility**

3. To be eligible to participate in the Promotion you must be a United Kingdom, Channel Islands, Isle of Man, Northern Ireland or Republic of Ireland resident aged 18 or over (“**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 and Participants from selected Network SMB partners (with between 1-9 connections).

**Offer**

6. Participants who purchase a new (i.e. not second hand) model of the Samsung Galaxy S7 or S7 Edge (the “**Promotion Products**”) from a Participating Retailer shown in the table below (“**Participating Retailer**”) (whether the purchase is made in-store or online) within the Promotion Period will be entitled to claim a Samsung Gear Fit2 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.

<b>Promotion Products</b>	<b>Participating Retailers</b>	<b>Reward</b>
Galaxy S7 Galaxy S7 Edge	Carphone Warehouse UK, Carphone Warehouse Ireland, Currys PC World, John Lewis, Argos, Shop Direct, O2, giffgaff, Virgin, Exertis, Exertis Ireland, Eir, SKY, Fonua VDI, Dataselct, Independent Deal, TDM, Samsung E-Store, SES	Gear Fit2 (wrist size 155-210 mm)

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.

**Claims**

9. To claim, Participants must purchase a Promotion Product during the Promotion Period then visit [www.samsung.com/uk/freefit2](http://www.samsung.com/uk/freefit2) to complete the online claim form, upload proof of purchase of a Promotion Product, enter the IMEI number and provide all other required information (“**Claim**”).
10. Claims must be made within 60 days of the date of purchase of a Promotional Product (the “**Claim Period**”), meaning the final claim date (for a Promotion Product purchased on 30 June 2017) is no later than 23:59 on 28 August 2017. For the avoidance of doubt the date of purchase counts as day one. Claims received outside the Claim Period will be marked as invalid and will not be accepted.
11. Participants who are consumers may submit a maximum of one (1) Claim per Promotion Product purchased. Participants who are from selected Network SMB partners may submit a maximum of

- nine (9) Claims during the Promotion Period (with a maximum of one (1) Claim per Promotion Product purchased).
12. Participants will be sent an email and SMS to confirm that their Claim has been received by the Promoter. Within thirty (30) days of Claiming Participants will be sent an email and SMS to confirm whether their Claim has been successful and validated. Please note that Claims received will be processed after 30 days from the date of purchase.
  13. If an email acknowledgement has not been received, it is the Participant's responsibility to contact the Promoter's customer service team at [s7fit2@samsungpromotions.claims](mailto:s7fit2@samsungpromotions.claims) or 03432 084 777 (UK) and 0152 679 96 (ROI) within thirty (30) days of a Claim being submitted.
  14. 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.
  15. Delivery of the Reward will be to the United Kingdom, Channel Islands, Isle of Man, Northern Ireland or Republic of Ireland postal addresses provided in the Claim within 30 days of claim validation.
  16. This Promotion is not redeemable with any other offer.
  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 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 a Promotion Product after submitting a Claim, the Claim will be invalid and the Participant must immediately call: 03432 084 777 (UK) or 0152 679 96 (ROI) to cancel the Claim. 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.

#### **Privacy and Data Protection**

21. 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 or its associated companies 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.
22. 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**

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 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.

26. 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.
27. 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.
28. The Promotion is governed by English law.