# SAMSUNG ELECTRONICS (UK) LIMITED THE FRAME - 100 DAYS TRIAL ("Offer") TERMS AND CONDITIONS

Participants agree to be bound by these terms and conditions ("Terms and Conditions").

### The Promoter

1. The Promoter is Samsung Electronics (UK) Limited, Samsung House, 1000 Hillswood Drive, Chertsey, Surrey, KT16 0PS ("**Promoter**").

# Purchase Period

2. The Offer only applies to purchases made between 7 November 2017 and 15 January 2018 (the "Purchase Period").

#### Eligibility

- 3. To be eligible to participate in the Offer you must be a UK or ROI resident aged 18+ ("Participant").
- 4. The Offer is only available to consumers (e.g. not to any business or reseller purchasing for commercial use or resale).

#### Offer

- 5. Participants who purchase a new (i.e. not second hand) Samsung The Frame TV (43" UE43LS003AUXXU or 55" UE55LS003AUXXU only) (a "**Promotion Product**") from <u>https://shop.samsung.com/uk</u> or Selfridges only. (the "**Participating Retailer**") within the Purchase Period will have the right to claim the following offer:
  - i. Part A: Complimentary installation of the Promotion Product from one of the following installation options:
    - Setup and demo;
    - Setup, demo and wall-mount; or
    - Setup, demo, wall mount (with cables concealed) and AV connection (please note, Participants who select this option will be charged an additional £145).
  - ii. Part B: A complimentary bezel of the Participant's choice from the following models:
    - For Participants purchasing a 43" The Frame TV: VG-SCFM43DW; VG-SCFM43LW or VG-SCFM43WM bezel; or
    - For Participants purchasing a 55" The Frame TV: VG-SCFM55DW; VG-SCFM55LW or VG-SCFM55WM bezel.
  - iii. Part C: The right to return the Promotion Product to the Participating Retailer within 100 days of purchase for any reason,

(together, the "Offer").

# **Redemption Process**

- 6. To redeem the Offer, Participants must, during the Promotion Period:
  - i. go to <a href="https://shop.samsung.com/uk">https://shop.samsung.com/uk</a>;
  - ii. select one (1) of six (6) bundle offers consisting of a 43" or 55" The Frame TV each with either a white, beige wood or walnut bezel; and
  - iii. go to the checkout,
    - ("Redemption").
- 7. Participants must retain all original packaging. If the original packaging is not retained then the Participant will not benefit from the Offer.
- 8. Maximum one (1) Redemption per Participant and per Promotion Product purchased.
- 9. Redemption will automatically qualify the Participant for Part C of the Offer.
- 10. The Promoter shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Redemptions 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.

- 11. The Promoter reserves the right at its absolute discretion to disqualify Redemptions which it considers do not comply with these Terms and Conditions.
- 12. Redeeming the Offer does not affect the standard warranty period or any other statutory rights.
- 13. The Offer only applies to Promotion Products used in a normal domestic environment, not when used commercially. Commercial use includes, but is not limited to, use for profit or financial gain, on public display in a club, bar or restaurant, or use for continuous display.
- 14. The Offer is not available where the Promotion Product is defaced, altered, damaged beyond repair or in need of a repair not included in warranty service, regardless of whether the damage is accidental.
- 15. The Offer cannot be transferred to another user.

# Claims

- 16. To claim under Part C of the Offer, Participants must contact the Participating Retailer at 0330 726 7467 (for UK residents) or 0330 726 7467 (for ROI residents) within 100 days of the date of purchase. The Participating Retailer will attempt to resolve any issues the Participant has. Should the Participant still wish to return the Promotion Product the Promoter will then arrange for the collection of the Promotion Product and issue a full refund to the bank account used to purchase the Promotion Product (a "Claim").
- 17. Following confirmation of the return, Participants must un-install the Promotion Product, including the complimentary bezel, and re-package it in its original packaging.

# **Privacy and Data Protection**

- 18. The Promoter's use of any personal information submitted by the Participant shall be limited to communications about the Offer and for managing Redemptions. 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: <u>http://www.samsung.com/uk/info/privacy.html</u>. 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.
- 19. Other than as set out in these Terms and Conditions or for the purposes of operating the Offer, the details and information provided by the Participant when making a Redemption will not be used for any other purpose, nor shall they be passed to any third party.

# General

- 20. The Promoter shall not be liable for any interruption to the Offer whether due to force majeure or other factors beyond the Promoter's control.
- 21. 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 Offer.
- 22. The Promoter will not be responsible or liable for: (a) any failure to receive Redemptions or Claims due to transmission failures or other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged Redemptions 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 Offer.
- 23. By participating in this Offer, 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 Offer. This 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.
- 24. The Promoter bears no responsibility for any damage to Participant's property on installation. If the Participant decides to return the product under the Offer, the Promoter takes no responsibility for any damage to the Participant's property which may be incurred during removal.
- 25. The Offer is governed by English law.