

**SAMSUNG NEW YEAR 2017 OFFER**  
**TERMS AND CONDITIONS**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA, PUERTO RICO, AND THE U.S. VIRGIN ISLANDS WHO ARE 18 YEARS OF AGE OR OLDER.**

**VOID IN OTHER UNITED STATES TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.**

**VALID ONLY WHILE SUPPLIES LAST.**

- 1. ELIGIBILITY:** The Samsung New Year 2017 Offer (the "Offer") is open to legal residents of the fifty (50) United States, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands (the "Territory") who are at least 18 years old. Employees, officers and directors of Sponsor and the independent third party agency responsible for the administration of the Offer ("Administrator") and the parent companies, subsidiaries and affiliated entities of Sponsor and Administrator, and the immediate family members and those living in the same household as those individuals, are not eligible to participate in the Offer. Void outside of the Territory and where prohibited or restricted by law. Individuals who participate in this Offer are collectively referred to herein as "Participants." Administrator reserves the right to request Participants to provide verification of identity and eligibility. Participation constitutes a Participant's full and unconditional agreement to these Terms and Conditions and Sponsor's and Administrator's decisions, which are within Sponsor's and Administrator's complete discretion, are final and binding in all matters related to the Offer.
- 2. THE PURCHASE PERIOD AND REDEMPTION PERIOD:** Except for Verizon customers, the "Purchase Period" begins on January 6, 2017 and ends on January 15, 2017, during which time Participants must make a Qualifying Purchase (defined below), while supplies last. For Verizon customers only, the "Purchase Period" begins on January 5, 2017 and ends on January 15, 2017 or while supplies last, whichever occurs first. Regardless of carrier, a valid "Offer Claim Form" must be submitted (as set forth in Section 3) between January 6, 2017 at 10:00 AM Eastern Time ("ET) and January 22, 2017 at 11:59:59 PM ET, or while Gift supplies last, whichever occurs first ("Redemption Period").
- 3. HOW TO PARTICIPATE AND RECEIVE A GIFT:** A Participant must:

  - A.** During the Purchase Period, purchase a new Samsung Galaxy S7 edge on a device installment plan, 2-year contract plan, lease, or outright purchase at full retail price ("Qualifying Purchase"). **Qualifying Purchase cannot be used to participate in more than one (1) Samsung offer, rebate or promotion;** and
  - B.** During the Redemption Period, submit a valid Offer Claim Form using one (1) of the following two (2) methods:

    - i.** Website: Visit <https://www.samsungpromotions.com/NewYear2017> ("Website") and complete all of the following steps:

      1. Enter the requested information on the official Offer Claim Form, which includes, but is not limited to: Participant's full name (no initials), complete mailing address (no P.O. Boxes), valid e-mail address, a contact mobile telephone number,

selection of the Qualifying Purchase device, and confirmation that he/she is at least 18 years of age. Participants will not be allowed to change their mailing address or e-mail address. Note: Participants' full name on the official Offer Claim Form must match the name on the valid original Qualifying Purchase receipt submitted. Participants will not be allowed to change their contact information after submitting Offer Claim Form.

2. Enter the date of the Qualifying Purchase.
3. Enter the IMEI number and Wi-Fi MAC address of the Qualifying Purchase (must have possession of device to submit IMEI number and Wi-Fi MAC address).
4. Submit original register receipt on the Website documenting the Qualifying Purchase by following the on-screen prompts to upload a photograph or .PDF of the original register receipt showing the Qualifying Purchase. It is recommended that a Participant first print his/her complete name on the original register receipt, sign and date the receipt, and circle the Qualifying Purchase on the receipt before uploading the receipt. The file must be in .JPEG, .JPG, .GIF, or .PDF format and may not exceed 8 MB.

ii. Shop Samsung App: Download the Shop Samsung App (the "App") on a select Samsung device and complete the following steps:

1. Launch the Shop Samsung app on your eligible Samsung device, read the Terms and Privacy Policy, and if you agree, click "accept."
2. Click the "Discover" Tab → REDEEM NOW for the Samsung New Year 2017 Offer or click on "Menu Icon" on top left → "My Profile" → "My Promotions" → REDEEM NOW for the Samsung New Year 2017 Offer.
3. Sign-In with your Samsung Account, if you haven't already.
4. Complete the registration information, which includes, but is not limited to: Participant's full name (no initials), complete mailing address (no P.O. Boxes), valid e-mail address, a contact mobile telephone number, and confirmation that he/she is at least 18 years of age. Participants will not be allowed to change their e-mail address. Note: Participant's full name on the official Offer Claim Form must match the name on the valid original Qualifying Purchase receipt submitted. Participants will not be allowed to change their contact information after submitting Offer Claim Form.
5. Capture a photograph of the valid Qualifying Purchase receipt by following the on-screen prompts. It is recommended that a Participant first print his/her complete name on the original register receipt, sign and date the receipt, and circle the Qualifying Purchase on the receipt before uploading the receipt.
6. Read the Samsung New Year 2017 Offer Terms and Conditions and Samsung's Privacy Policy, and if you agree, click "submit."

**Regardless of how an Offer Claim Form is submitted, Offer Claim Forms and Qualifying Purchase receipts must be submitted by 11:59:59 PM ET on January 22, 2017 to be valid. If participating using a mobile device, message and data rates may apply. Please consult your carrier for pricing plan information.**

If more than one (1) Qualifying Purchase is included on an individual receipt, a Participant will be able to then submit the additional Qualifying Purchase information, including the IMEI number and Wi-Fi MAC address of the additional devices included on the uploaded Qualifying Purchase receipt. If a Participant purchased additional Qualifying Purchases in separate transactions, a separate Offer Claim Form must be submitted.

A Qualifying Purchase must occur during the Purchase Period. Offer Claim Forms and receipts must be submitted during the Redemption Period and include all requested information listed in these Official Terms and Conditions and the Offer Claim Form. An Offer Claim Form or receipt that contains a purchase date outside of the Purchase Period or Offer Claim Forms or receipts that are inaccurate or contain illegible or incomplete information will be rejected. **Limit one (1) Gift per Qualifying Purchase.** Offer requests in excess of the foregoing limitation will not be honored or acknowledged.

Prior to submitting the Offer Claim Form and Qualifying Purchase receipt, it is strongly recommended that Participants print and maintain the original or a photocopy for themselves of all materials submitted. PARTICIPANTS SHOULD NOT SHOW OR GIVE AN OFFER CLAIM FORM OR RECEIPT TO ANY STORE EMPLOYEE.

Upon verification and approval of an Offer Claim Form and Qualifying Purchase receipt, each Participant will receive an e-mail notification of his/her approval status. In the event an Offer Claim Form or Qualifying Purchase receipt is rejected, Administrator will send a rejection e-mail with an explanation as to why the Offer Claim Form/receipt was rejected. Participants may submit a corrected Offer Claim Form and Qualifying Purchase receipt during the Redemption Period. **Corrected Offer Claim Forms may only be submitted via the Website. A Participant cannot correct an Offer Claim Form or resubmit a receipt via the App.** A Participant will not be allowed to resubmit an Offer Claim Form more than two (2) times. All resubmissions must be completed within fourteen (14) days of the end of the Redemption Period. If the Participant fails to submit a corrected Offer Claim Form and receipt within fourteen (14) days of the end of the Redemption Period, the Offer claim will be forfeited. Administrator is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a Participant's privacy or spam filter settings which may divert any Offer e-mails to a spam or junk folder.

- 4. GIFT DETAILS:** Upon verification of the Offer Claim Form and Qualifying Purchase receipt (determined by Sponsor in its sole discretion), the Participant will be sent a Samsung Gear Fit2 (est. \$179.99 value; color may vary) ("Gift"). No more than one hundred thousand (100,000) Gear Fit2s are available in this Offer. Gifts are available for a limited time, while supplies last, on a first-come, first-served basis. There is a limit of one (1) Gift per Qualifying Purchase. In the event the number of valid Offer Claim Forms received exceeds the number of available Gifts, Sponsor may, in its sole discretion, give Participants the option to either wait for the Gift they selected or receive a \$100 Samsung.com Reward eCertificate subject to the terms below (residents of Puerto Rico and the US Virgin Islands will receive a \$100 check instead of a Reward eCertificate). Samsung reserves the right to substitute a Gift for another item of equal or greater value in the event of item unavailability.

Gifts may take up to 4-6 weeks to be mailed to Participants, subject to verification of Offer Claim Form/receipt and compliance with these Terms and Conditions. Offer is not valid and cannot be combined with any other Samsung offers. No Gift substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Gift of equal or greater value in case of unavailability of a Gift or force majeure. Each Participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Gift received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility. Gifts will only be sent to valid mailing addresses.

Reward eCertificate: Residents of Puerto Rico and the US Virgin Islands will receive a \$100 check instead of a Reward eCertificate. Reward eCertificates valid only at [www.Samsung.com](http://www.Samsung.com) for use towards a new purchase. Reward eCertificate valid 1/6/17 through 3/31/17 Reward eCertificate is a one-time use certificate; full value must be used at the time of purchase and using the Reward eCertificate as payment for an order with a value of less than \$100 will result in the forfeiture of any amount in excess of the value of the order. **Reward eCertificate may only be used to pay for the products being purchased, and may not be used to pay for sales tax or shipping charges.** Reward eCertificates may not be used to pay for major appliances, or any other product not sold directly on Samsung.com through DR GlobalTech, an Authorized Samsung Reseller. Reward eCertificates cannot be used for TVs and/or Digital Audio/Video products that fall under Samsung's Unilateral Pricing Policy. Reward eCertificates have no cash value. Reward eCertificates may only be used for purchases on Samsung.com, and may not be used at any other retailer. Lost Reward eCertificates cannot be replaced. Unused Reward eCertificates will expire at 11:59 PM Eastern Time on 3/31/17. Sponsor reserves the right to modify the terms and conditions associated with this Reward eCertificate at any time, without prior notice. Reward eCertificates may not be sold or otherwise transferred. The Reward eCertificate will be sent to Participants to the e-mail address provided when submitting their Offer Claim Forms within approximately two (2) weeks after verification of Offer Claim Form.

5. **LIMITATIONS OF LIABILITY:** Officers, directors, agents and employees of the Sponsor, Administrator, and each of their respective parent companies, subsidiaries, franchisees, affiliated entities, and each of their respective advertising, promotion and web design agencies, independent contractors (all such individuals and entities collectively referred to herein as "Offer Entities") are not responsible for: (i) interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected registrations or orders, or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer related to participating in the Offer; (ii) illegible, unintelligible, postage due, misdirected, delayed, undelivered, damaged, late Offer Claim Forms, Gifts, or Samsung Pay Credits, or incorrect or inaccurate registration or order information, whether caused by Internet users or programming associated with or utilized in the Offer or by any technical or human errors that may occur in the administration of the Offer; or (iii) for any typographical errors in any Offer-related materials. All registrations and all elements thereof will become the property of Sponsor and will not be acknowledged or returned. If in the judgment of Sponsor, the Offer is compromised by viruses, bugs, non-authorized human intervention or other causes, which in Sponsor's judgment, may corrupt the administration, security, or fairness of the Offer, Sponsor reserves the right, in its sole discretion, to modify, discontinue, suspend or terminate the Offer. **OFFER ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT REGARDING THE OFFER.**
6. **RELEASE:** Offer Entities expressly disclaim any responsibility, and each Participant (if a minor, his/her parent or legal guardian) agrees to hold Offer Entities harmless from all liability for any costs, claims, damages or any other injury (whether due to negligence or otherwise), disability or loss to any person or property (including, without limitation, death or violation of any personal rights such as right of publicity/privacy, libel or slander) due in whole or in part, directly or indirectly, to participation in the Offer, the delivery and/or subsequent acceptance

of, use or misuse of any Gift, Samsung Pay Credit, or any Offer related activity. Offer Entities are not responsible for any loss (financial or otherwise), liability, injury (including death) or damage to persons or property, which may be caused directly or indirectly, in whole or in part, by the Activation of, use or misuse of any Offer related product, Gift, or Samsung Pay Credit. Offer Entities further assume no liability either for the cancellation, modification or premature conclusion of the Offer for any reason or through the acts or defaults of any company or person providing any Offer or due to weather, fire, strike, acts of war or terrorism, or any other condition beyond its control (a "Force Majeure Event").

- 7. DISPUTES: THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR OFFER ENTITY AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.** If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the AAA Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.
- 8. PRIVACY POLICY:** Any personally identifiable information collected during a Participant's participation in this Offer will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for purposes of the proper administration of the Offer and fulfillment of the Offer as described in these Terms and Conditions and otherwise in accordance with Sponsor's Privacy Policy as stated at [www.samsung.com/us/common/privacy.html](http://www.samsung.com/us/common/privacy.html).
- 9. GENERAL CONDITIONS:** Participants waive any right to claim ambiguity in these Terms and Conditions. All federal, state and local laws and regulations apply. Federal, state and local taxes, if any, are the sole responsibility of Participant. Sponsor reserves the right, in its sole discretion to cancel, terminate, modify, the Offer and proceed in a manner it deems fair and reasonable. Duplicate or non-conforming Offer Claim Forms will not be honored or returned. This Offer is not available to clubs, organizations or groups. Offer may not be combined with any other Samsung offer, rebate, program or promotion. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the

Offer; to be acting in violation of these Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Offer will void any attempted participation effected by such methods and the result in the individual utilizing the same to be ineligible to participate in the Offer. All registrations and/or materials submitted become the property of Sponsor and will not be returned. Offer Entities are not responsible for any lost, late, illegible, undeliverable/undelivered Offer Claim Forms, e-mails, Gifts, or Samsung Pay Credits. In the event of any conflict with any Offer details contained in these Terms and Conditions and Offer details contained in Offer materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

**Sponsor:** Samsung Electronics America, Inc., 85 Challenger Road, Ridgefield Park, NJ 07660.

Customer service inquires may be made at **Contact Us**.

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