

## **SAMSUNG STANDARD GIFT WITH PURCHASE OFFER TERMS AND CONDITIONS**

### **VALID ONLY WHILE SUPPLIES LAST**

FROM TIME TO TIME, SAMSUNG ELECTRONICS AMERICA, INC. (“SPONSOR”) OFFERS ELIGIBLE PARTICIPANTS THE OPPORTUNITY TO CLAIM A GIFT OR GIFTS AFTER MAKING A QUALIFYING PURCHASE AND SUBMITTING AN OFFER CLAIM FORM AT [SAMSUNG.COM/US/PROMOTIONS](https://www.samsung.com/us/promotions) (THE “WEBSITE”) OR THE SHOP SAMSUNG APP (THE “APP”). FOR CERTAIN OFFERS, YOU MAY ALSO PARTICIPATE BY MAKING A QUALIFYING PURCHASE ON SAMSUNG.COM OR THROUGH THE APP, IN WHICH CASE, YOU MUST CLAIM THE OFFER AT THE TIME OF PURCHASE. IF YOU MAKE A QUALIFYING PURCHASE ON SAMSUNG.COM OR THE APP, YOU WILL NOT BE ELIGIBLE TO SUBMIT AN OFFER CLAIM FORM ON THE WEBSITE OR APP. THE SPECIFIC DETAILS OF EACH OFFER ARE SET FORTH ON THE WEBSITE. BY ENTERING AN OFFER, YOU HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW AND THOSE STATED ON THE RESPECTIVE OFFER CLAIM WEBSITE. IF THE OFFER YOU PARTICIPATE IN IS SUBJECT TO THESE TERMS AND CONDITIONS, THERE WILL BE A LINK TO THESE TERMS AND CONDITIONS AND A STATEMENT THAT SUCH OFFER IS SUBJECT TO THESE TERMS AND CONDITIONS ON THE OFFER WEBSITE AND/OR APP. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW AND SET FORTH ON THE OFFER CLAIM WEBSITE, DO NOT PARTICIPATE IN THE OFFER.

IF YOU MAKE A QUALIFYING PURCHASE ON SAMSUNG.COM OR THE SHOP SAMSUNG APP, YOU WILL NOT QUALIFY TO SUBMIT AN OFFER CLAIM FORM ON THE WEBSITE OR APP. IN SUCH CASE, YOU MUST CHECK OUT WITH THE GIFT IN THE SAME TRANSACTION WHEN YOU MAKE YOUR QUALIFYING PURCHASE.

Sponsor reserves the right to modify, change or add to these Terms and Conditions at any time without prior notice (“Updated Terms”). You agree that your participation in an Offer after Samsung has posted the Updated Terms constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and Conditions before participating in any Offer. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms.

**ELIGIBILITY:** Unless modified by the terms of the respective Offer set forth on the Website (defined below), then Samsung Offers (each an “Offer”) are open only to legal residents of the fifty (50) United States and the District of Columbia (the “Territory”) who are at least 18 years old. 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,” “you” and “your.” Sponsor and the independent third-party agency, if any, responsible for the administration of the Offer (“Administrator”) reserve 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 terms of the respective Offer set forth on the Offer website. Sponsor’s and Administrator’s decisions relating to all Offers are final and binding in all matters related to the Offer.

**PARTICIPATION IN OFFERS:** To participate in an Offer, you must visit the [samsung.com/us/promotions](https://www.samsung.com/us/promotions) (“Website”), locate the respective Offer, and follow the on screen instructions to submit an Offer Claim Form either on the Website or App, or any other manner as specified in the Offer. The Offer Claim Form must include a valid purchase as defined on the

Website (“Qualifying Purchase”). Qualifying mobile device purchases must be labeled with an FCC ID to show that it is certified for use in the United States under applicable FCC regulations. The FCC ID number can usually be found printed somewhere on the mobile device. Sometimes it may be necessary to remove the battery pack to find the number. The FCC ID number can also be found in the user manual for each device. Furthermore, you must provide your complete first and last name (no initials), mailing address (no P.O. Boxes), city, state, zip code, device information and any other requested information. Purchases made on Samsung.com or the Shop Samsung app or certain retailers who directly fulfill offers are not eligible to submit an offer claim.

A Qualifying Purchase can only be used to participate in one (1) Offer. If more than one (1) Qualifying Purchase is included in the same transaction, please follow the instructions on the Website and/or App to submit additional Qualifying Purchase information (e.g., the IMEI number and Wi-Fi MAC address of the additional devices).

Each Offer will have a defined Purchase Period during which the Qualifying Purchase must be made and a defined “Redemption Period” during which the Offer Claim Form must be submitted. For more information about each Offer, including Qualifying Purchase requirements, Purchase Period Dates, and Redemption Period dates, see the Frequently Ask Questions (FAQ) page on the Offer Website. Offer Claim Forms for Qualifying Purchases must be submitted during the Redemption Period and include all requested information listed on the Website and/or App and the Offer Claim Form. An Offer Claim Form or Qualifying Purchase 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.

Prior to submitting the Offer Claim Form, it is strongly recommended that you print and maintain the original or a photocopy for yourself of all materials submitted. YOU 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, you will receive notification of your approval status via email and/or in-app notification. In the event an Offer Claim Form or Qualifying Purchase is rejected, you will be notified either via email or in-app with an explanation as to why the Offer Claim Form was rejected. You may submit a corrected Offer Claim Form and Qualifying Purchase receipt (if prompted) during the Redemption Period. Follow the instructions set forth in the rejection notification to resubmit your **Corrected Offer Claim Forms by the end of the Redemption Period, unless a different deadline is provided in your rejection notification.** You will not be allowed to resubmit an Offer Claim Form more than one (1) time. All resubmissions must be completed within the time period specified when notified that your Offer Claim Form was rejected. If you fail to submit a corrected Offer Claim Form and receipt within the stated time period, the Offer claim will be forfeited. Sponsor and Administrator are not responsible for any undelivered emails and/or in-app notifications, including without limitation emails that are not received because of a Participant’s privacy or spam filter settings which may divert any Offer-related emails to a spam or junk folder.

If participating in an Offer using a mobile device, message and data rates may apply. Please consult your carrier for pricing plan information.

**NOTE: Sponsor reserves the right to terminate any Offer at any time in its sole and absolute discretion with or without notice.**

**GIFT DETAILS:** Upon verification of the Offer Claim Form and Qualifying Purchase (determined by Sponsor in its sole discretion), the Participant will be sent his/her Gift within the estimated Offer

fulfillment timing stated on the Offer Website and/or App. The Gift will vary from Offer to Offer, so refer to the Website and/or App for your specific Offer's Gift. **No more than the stated number of Gifts on the Website will be available in an Offer. Gifts are available for a limited time, while supplies remain available, on a first-come, first-served basis.** There is a limit of one (1) Gift per Qualifying Purchase, while supplies remain available. No Gift substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a gift in case of unavailability of a Gift for any reason, including a force majeure event. Gifts will not be replaced or replenished if they are lost, stolen, damaged, destroyed or used without your permission and will be voided if altered or defaced.

You are 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 Participant's responsibility. Gifts will only be sent to valid mailing addresses; no P.O. boxes.

**Samsung Credit:** In the event that Gifts for a particular Offer are unavailable for any reason, including a force majeure event, Sponsor, in its sole discretion, may choose to give Participants a Samsung Credit as a substitute Gift. Samsung Credits are valid only at [www.Samsung.com](http://www.Samsung.com) or in the App for use towards a new eligible purchase, and are valid during specific dates. Samsung Credits expire, so you must review the terms of the Samsung Credit carefully upon receipt. **Samsung Credits are valid for select products only** (including wearables, virtual reality, tablets, audio, mobile accessories and select TVs) and 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. Samsung Credit cannot be used for select TVs and/or Digital Audio/Video products that fall under Samsung's Unilateral Pricing Policy.

Each Samsung Credit is a one-time use certificate; full value must be used at the time of purchase; using the Samsung Credit as payment for an order with a value of less than Gift value will result in the forfeiture of any amount in excess of the value of the order. Codes are not stackable, one code per order. **Samsung Credit may only be used to pay for the products being purchased, and may not be used to pay for sales tax or shipping charges.** Samsung Credit have no cash value. Samsung Credit may only be used for purchases on Samsung.com, and may not be used at any other retailer. Lost Samsung Credit cannot be replaced. Unused Samsung Credit will expire so you must check the expiration date upon receipt. Samsung Credit may not be sold or otherwise transferred. Sponsor reserves the right, in its sole discretion, to modify the terms and conditions associated with this Samsung Credit) at any time, without prior notice.

**Samsung Credits are not valid in Puerto Rico or the United States Virgin Islands.** If an Offer is open to residents of Puerto Rico or the United States Virgin Islands and a Gift for the particular Offer is unavailable for any reason, including a force majeure event, Sponsor, in its sole discretion, may choose to give Participants a choice between a check or a direct deposit in the amount of the approximate retail value of the Gift made payable to the Participant.

**Samsung Prepaid Mastercard®** (only applicable if part of the respective Offer):

Limited quantity of Mastercard Prepaid Cards available; Offer only valid while supplies last. Mastercard Prepaid Cards will be sent to participants at the email address provided at registration within approximately 4-6 weeks after verification of Offer Claim Form and compliance with these Terms and Conditions. The email will come from [notification@mobiledigitalrewards.com](mailto:notification@mobiledigitalrewards.com) and provide instructions for claiming your Prepaid Card. Please note that access to your payment expires 3 months from the date it is issued. You must claim your Prepaid Card at [mobiledigitalrewards.com](http://mobiledigitalrewards.com) within that timeframe.

If a valid email address is not provided, a physical Mastercard Prepaid Card will be mailed to participants at the address provided at registration.

Mastercard Prepaid Card is not redeemable or refundable for cash, non-reloadable and is subject to applicable law, and cannot be exchanged. Mastercard Prepaid Cards are non-transferrable.

Use your Mastercard Prepaid Card everywhere Mastercard is accepted in the U.S. Card issued by The Bancorp Bank pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. The Bancorp Bank; Member FDIC. Pay close attention to the expiration date of the Card.

#### Postmates Offer:

The qualifying cart size for Unlimited Free Delivery is applied by the market that you sign up in and may vary by location. Additional fees may vary and may apply. Limit 1 Unlimited 1-year free offer and 1 \$25 Meal Credit per qualifying customer. Meal Credit only applies to first order following Meal Credit code redemption. By tapping 'Try Free' on the Unlimited sign up page, you acknowledge and agree that after 1 year, you will be charged \$99.99 every year until you cancel. Cancel any time before the end of your trial and you won't be charged. [Learn more](#). Offer only valid for qualifying Samsung customers through Saturday, 10/31/2020 at 11:59 pm PT. To redeem both offers, you must have a valid Postmates account or create a new one by signing up at [www.postmates.com](http://www.postmates.com).

Customers with multiple Postmates accounts may be excluded from this promotion. Offers are not shareable or transferable. Offer cannot be redeemed for cash or like exchanges. Postmates reserves the right to modify or terminate these offers at any time without notice.

#### Microsoft 3 month Game Pass Ultimate Offer:

3 month Game Pass Ultimate membership not valid for existing or prior Xbox Game Pass Ultimate members. Streaming limits apply to game streaming (beta).

After your first 3 months, you will automatically be charged the then-current regular membership rate every month (see [www.xbox.com/en-US/xbox-game-pass#double-asterisk](http://www.xbox.com/en-US/xbox-game-pass#double-asterisk) for details) unless you cancel in Microsoft account. Payment instrument required. Valid for use in USA. Limit 1 per person.

You will receive a code to redeem your 3 months of Xbox Game Pass Ultimate via email by Sept 15th if you are a preorder customer or within 14 business days if you are not a preorder customer, after selecting the Xbox Game Pass bundle as a bonus. Must redeem at [microsoft.com/redeem](http://microsoft.com/redeem) between Sept 15th and March 2, 2021. Streaming performance is affected by internet connection, data center proximity, device, and other factors. Your gameplay on other devices may be limited. Streamed games may have limited functionality. Streaming may require compatible controller (sold separately). Game catalog varies over time. DLC 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. 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](http://xbox.com/gamepass).

**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 and Postmates (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 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.**

**RELEASE:** Participant hereby 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, 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, or Gift. Offer Entities further assume no liability either for the cancellation, modification or premature conclusion of the Offer for any reason, including but not limited to, 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.

**DISPUTES: EACH 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 OCCURRED 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.

Notwithstanding the above, disputes between you and The Bancorp Bank regarding your Card will be governed by the Cardholder Agreement provided by The Bancorp Bank with your Card.

**PRIVACY:** Sponsor's Privacy Policy as stated at [www.samsung.com/us/common/privacy.html](http://www.samsung.com/us/common/privacy.html). Usage of the Prepaid Card is governed by a separate privacy policy. Please see Cardholder Agreement for further details.

**GENERAL CONDITIONS:** Participants waive any right to claim ambiguity in these Offer 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, or modify, the Offer at any time and proceed in a manner it deems fair and reasonable. 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 Offer Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Offer Entities are not responsible for any lost, late, illegible, undeliverable/undelivered Offer Claim Forms, emails, or Gifts. In the event of any conflict with any Offer details contained in these Offer Terms and Conditions or contained on the Offer Website and/or App 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 Offer Terms and Conditions or on the Offer Website and/or App shall prevail. In the event of any conflict between these Terms and Conditions and the terms set forth on the Offer Website and/or App, the details of the Offer as set forth in the Offer Website and/or App shall prevail. The invalidity or unenforceability of any provision of these Terms and Conditions or any other Offer related documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. Duplicate or non-conforming Offer Claim Forms will not be honored or returned. Unless set forth on the Website and/or App, an Offer is not available to clubs, organizations or groups. 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.

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

For Customer service inquires, locate the customer service link on the respective Offer you are inquiring about.

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