# Terms & Conditions Live Commerce Lucky Draw - Galaxy Fold 7, Galaxy Flip 7, Galaxy Flip FE

- 1. Samsung India Electronics Pvt. Ltd. ("Samsung") introduces a 'Live Commerce lucky draw offer' (hereinafter referred as "Offer"), wherein 400 lucky winners who purchase either Galaxy Fold 7 or Galaxy Flip 7 or Galaxy Flip FE ("Device") (after making full payment) during Live Commerce (between 9th July, 9:00 pm till 12th July, 11:59 PM will be eligible for a lucky draw. There will be 400 lucky draw winners, who will be eligible to get ₹10000/-Samsung.com voucher ("Voucher"). **This Offer is strictly one unit only per customer**. Once the 400 lucky draw winners have been announced basis randomizer, ₹10000/- Voucher will be shared with them through their shipping email id.
- 2. The Offer shall be available from between 9th July, 09:00PM till 12th July, 11:59PM (hereinafter referred as "Offer Period").
- 3. To avail the Offer, a customer has to be a resident of India (except for residents of state of Tamil Nadu or having valid Proof of Address /Proof of Identity issued by state of Tamil Nadu or such other state(s) whereas such offers/schemes are prohibited by law) and 18 years of age or above and have to purchase the Device i.e. either Fold 7 ,Flip 7 or Flip FE between Offer Period from Samsung Shop app/ Samsung.com/in/ m-web, failing which the customer shall be deemed ineligible for the lucky draw.
- 4. Selection of winner
  - a. Winners will be selected through randomizer basis on all valid entries.
  - b. The draws will be conducted by the authorized third party agency whose decision shall be final and no claims shall be entertained in this regard.
  - c. The Offer announcement will be made at the start of the Live commerce event on 9<sup>th</sup> July, 09:00 PM and ₹10000 Vouchers will be shared with winner post successful delivery and return period is over i.e. by 15<sup>th</sup> August'25.
  - d. ₹10000 Voucher can be redeemed to purchase any product listed on Samsung Shop app/ Samsung.com/in/ m-web. Voucher shall be valid till 30<sup>th</sup> September'25. Voucher can be redeemed only once, in case purchase amount of product is less than ₹10000 then the customer will not be able to re-use the voucher for the balance amount. Any unused balance remaining in voucher after redemption/expiration of Voucher shall be automatically forfeited and shall not be refunded, re-issued or re-activated in any form.
- 5. Documents to be submitted by the Participant for availing the Prize-

Following documents needs to be submitted within 05 days either from date of intimation to the winner through telephone/SMS/email, to enable verification of the winners.

- a. Name, Address, Contact number, Alternate Mobile number, email id
- b. Copy of PAN card
- c. Valid POA & POI Voter Id, Driving License, Electricity bill (not older than last 6 months)
- d. Bank Details (IFSC Code and A/c number)
- e. Any other document as informed or required by the Company
- 6. Verification of the documents & contacting the winners
  - a. Documents submitted by the winners will be subjected to verification and validation by Samsung directly or through its authorized third party agency, which may be stationed in India or outside.

- b. Post verification & validation, the eligible winners will be informed through telephone/SMS/email as submitted by them at the time of participation. The call centers engaged for the same will be calling the winners during Monday to Friday between 9:30 AM to 5:30 PM respectively.
- c. In case any documents are prima facie found to be false & fabricated, the entry of such Participant/winner shall be disqualified and no claims shall be entertained in this regard.

#### 7. Publicity

8. Participant gives Samsung the right (in perpetuity) to publish and broadcast anywhere in the world, for editorial, advertising, promotional, marketing and/or other purposes and in any media, Participant's and/or Winner's entry (in part or full), his/her name, image, likeness and/or photograph (except where prohibited by law) without any further permission or consent or consideration in any form, including but not limited to, royalty.

### 9. Intellectual Property Rights

All rights, title and interest including but not limited to the Intellectual Property Rights in the promotional material(s) and any/all registrations received shall vest solely and exclusively with Samsung at all times and Samsung shall be entitled to use the database of the entries received or any information in any media for future promotional, marketing and publicity purpose without any further reference or payment or compensation to Participant. Participant shall be solely responsible for any consequences which may arise due to any kind of infringement of copyrights or any kind of intellectual property rights belonging to any other person/entity etc. and also undertake to indemnify Samsung and its officers, directors, employees etc. on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis.

## 10. General Conditions

- Participant represents & warrants that he/she is legally competent to enter into binding contracts under applicable laws and any/all information submitted by him/her is true, correct, accurate & complete.
- By Participating in the Offer, it means that the Participant has given its consent to Samsung and/or its third party agency (whether located in India or Outside) to contact them through call, SMS or email with respect to this Offer and shall not make any claim or raise any complaint against them.
- Participant agrees that Samsung shall not be liable for any claims, costs, injuries, losses or damages of
  any kind arising out of or in connection with the Offer or with the acceptance, possession or use of any
  Prize.
- Participant agrees to indemnify Samsung, its associated companies, event management company & their
  respective directors, officers, employees, contractors and agents, indemnified against any and all losses,
  claims (including but not limited to third party claims), injuries, costs, fees, fines, penalties, taxes, charges
  and any other liability arising out of any act of omission, commission, fraud, negligence or misconduct
  by the Participant.
- Samsung reserves the right to change/alter & modify the terms & conditions of this Offer at any given point at its sole discretion without giving any reason or without any prior intimation whatsoever.
- Samsung reserves the right to substitute the Prize(s) with Prize(s) of equivalent value under this Offer at its sole discretion without giving any reasons.
- Samsung shall not be liable for any technical, physical delay in transmission or submission of the entries by the Participant or any disruptions, losses, damages, computer related malfunctions/ failures which affect the participation of the Participant or any force majeure conditions or damages caused by Act of God, Governmental actions.

- Samsung shall also not be responsible for non-availability of Stock(s) or Prize(s) due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies or operational & technical issues.
- Samsung shall have the right to disqualify/ cancel the entries of any Participant with incomplete
  information or illegal contents (statement of racist, sexist or defamatory) or on any other ground without
  giving any reasons. Samsung further reserves the right to decline or cancel your participation in this
  Offer, with or without advance notice, if we believe that your participation is enabling a fraudulent or
  illegal purpose.
- Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.
- In no event shall Samsung be liable for losses or any incidental or consequential damages arising out of or in connection with the Offer, its services, these Terms (however arising, including negligence). Samsung shall not be responsible for any product or service liability of any kind.
- In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Offer, these Terms shall prevail over all such other instructions, rules and conditions.

#### 11. Jurisdiction

Decision of Samsung in relation to the Offer and matter incidental thereto shall be final and binding on the Participant. All disputes shall be governed by the laws of India. These Terms shall be governed by exclusive laws of India and the courts located at New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.

12. While purchasing the Device, the customer will have to share some of their details such as mobile number, email id, without which you will not be eligible to participate for the Offer. All information provided shall be subject to Samsung's Privacy Policy, provided at <a href="https://www.samsung.com/in/info/privacy/">https://www.samsung.com/in/info/privacy/</a>. Participation in this Offer shall be deemed consent to the Samsung's privacy policy.