

## Samsung Rewards September – December Instant Win Official Rules

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Samsung Rewards September – December Instant Win (the "Instant Win Game") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator and their parent, subsidiary, affiliate, and related companies involved in the planning and execution of this Instant Win Game, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Instant Win Game constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Instant Win Game. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Samsung Electronics America, Inc., 85 Challenger Rd., Ridgefield Park, NJ 07660.  
**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Instant Win Game begins on September 14, 2020 at 9:00 a.m. Pacific Time ("PT") and ends on December 31, 2020 at 9:00 a.m. PT (the "Promotion Period"). Administrator's servers are the official time-keeping device for the Instant Win Game.

**4. How to Enter:** To participate, entrants must have a Samsung Account. Accounts are free, but subject to terms and conditions (<http://support-us.samsung.com/mysamsung/v2/popup/terms.html>). Visit [www.Samsung.com](http://www.Samsung.com) and follow the links and instructions to create an account. **By entering, entrants will be opted-in to the email marketing communications to their Samsung Account email address. Entrants may opt out of these communications at any time without impacting their ability to play or win by clicking [here](#).**

**a. Use Samsung Rewards Points that you have earned through the Rewards Program:** During the Promotion Period, log in to your Samsung Rewards Account. Your Samsung Rewards Account is subject to the [Samsung Rewards Terms and Conditions](#) and where you have a Samsung Pay account, the [Samsung Pay Supplementary Terms of Service](#). Follow the links and instructions to proceed to the Rewards Catalog. Locate an available prize offered in this Instant Win Game and follow the directions to redeem the required number of Points and you will receive one (1) Instant Win Game play for the selected prize. There is no guarantee that you will win the prize selected. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**b. Free Method of Entry:** During the Promotion Period, visit <https://www.pointscatalog-codeentry.com> and follow the links and instructions to complete and submit the registration form, including a valid email address, your Samsung Account ID, and a valid home address. P.O. Boxes are not permitted. Follow the links and instructions to request a free code. A code will be sent to the email address provided on the registration form. Then, during the Promotion Period, click on the link found within the email and follow the directions to select an available prize and enter the code. You will automatically receive one (1) Instant Win Game play for the selected prize. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**Limit:** Multiple entrants are not permitted to share the same email address. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a

dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**5. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.**

**6. Instant Win Game Prize Selection and Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. There are one hundred (100) pre-determined, random, computer-generated winning times when each of the prizes is offered. If you are the first player to play the Instant Win Game at or after one of the randomly generated times for the prize, you will be a potential instant winner.

If the cumulative value of prizes won through the Samsung Rewards Program in 2020 is equal to \$600 or more, potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) may be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") (this includes an IRS W-9 form), which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Winners of prizes will only be required to complete one (1) Declaration each calendar year for prizes won through chance based games included in the Samsung Rewards Catalog, and will receive an IRS Form 1099 reflecting the total value of all prizes awarded during the calendar year. If any potential winner cannot be contacted, or fails to sign and return the Declaration (when applicable and requested) or provide any other requested information within the required time period (if applicable), potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible game plays entrants. There will be three (3) alternate drawings after which the applicable prize will remain un-awarded.

#### **7. Prizes:**

**ONE HUNDRED (100) PHONE PRIZES:** One (1) Samsung Galaxy Note20 5G (128 GB, unlocked) fulfilled as a one-time use digital code. Approximate Retail Value ("ARV"): \$1,000

**Total ARV of all Prize: \$100,000**

For All Prizes:

#### **One-Time Use Digital Code Terms and Conditions:**

- ***All codes awarded for prizes through this Instant Win Game will expire on March 31, 2021;***
- ***Winners that redeem a one-time use digital code awarded for prizes through this Instant Win Game on Samsung.com or the "Shop Samsung" mobile application will receive a credit equal to the ARV of the applicable prize won;***
- ***Full value of the code must be used in its entirety at the time of redemption as value not used will be forfeited; and***
- ***Only one code may be used per transaction.***

Odds of winning an Instant Win Game prize depend on the number of prizes available for the prize type divided by the number of eligible Instant Win Game plays for that prize type. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a

prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Digital code prizes will be awarded digitally within approximately 4-6 weeks after winners are confirmed. Limit: One (1) Instant Win Game prize per person.

**8. Offer:** If you play the Instant Win Game and lose, you will receive the number of Samsung Rewards Points that you redeemed for one (1) Instant Win Game play deposited to your Samsung Rewards Account.

Limit: One (1) Offer per Samsung ID.

**9. Publicity:** Except where prohibited, participation in the Instant Win Game constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

**10. General Conditions:** Sponsor and/or Administrator reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, human error or any other factor impairs the integrity of the Instant Win Game. In such event, Sponsor and/or Administrator reserve the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Instant Win Game, or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Instant Win Game is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, and any promotional partners including Administrator, their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Instant Win Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Instant Win Game, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.**

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process or the Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Instant Win Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor and/or Administrator reserve the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT PARTICIPANT HEREBY WAIVES ANY AND ALL RIGHTS TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS FROM SAMSUNG AND ITS LICENSORS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SPONSOR'S CUMULATIVE LIABILITY TO PARTICIPANT ARISING FROM ANY CAUSE OF ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL LOSS; OR (B) \$1,000. THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**13. Disputes:** Except where prohibited, participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Instant Win Game shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in New York or an appropriate New York State Court. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with the Instant Win Game, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the following privacy policies: [Administrator's Privacy Policy](#); [Sponsor's Privacy Policy](#); and [Samsung Pay Privacy Notice](#).

**15. Winner List:** For a winner list, visit <https://bit.ly/31sQr3q>. The winner list will be posted after winner confirmation is complete.

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