

SAMSUNG DUO OFFER

TERMS & CONDITIONS

1. This offer ("Offer") is being provided by Samsung India Electronics Private Limited, (hereinafter referred to as "Samsung") throughout India for Indian Residents who are 18 years of age or above except in the states where prohibited by law, from **16th May, 2013 till 15th July, 2013** or till stocks last, whichever is earlier (hereinafter "Offer Period"). **Registration valid within 30 days from the date of invoice.**
2. This Offer is available on purchase of Samsung Laptop – following Series model: **Series 350E | Series 350V | Series 370R | Series 550P | Series 5 | Series 9** (hereinafter "Product"). The customer will be able to avail a discount of Rs. 7000 (Rupees Seven Thousand Only) if he further chooses to buy Samsung Galaxy Tab 2 model P3100 (hereinafter "Tab").
3. To participate in the Offer, customer must purchase a Samsung Laptop ("Products"), (following Series model: Series 350E | Series 350V | Series 370R | Series 550P | Series 5 | Series 9) during the Offer Period and fill out the redemption request online (hereinafter referred to as "Redemption Request") by completing the registration form on www.samsungindiaestore.com/laptop-tab-offer by providing the required information which shall include amongst others, Serial No. of the Product, mobile number of the customer, email id of the customer, name of the customer, address of the customer, dealer name, invoice number of the Products, invoice date. The customer shall also, upon request from Samsung, be required to provide the copy of the invoice of the Product purchased. Failure to provide the above mentioned fields would result in an immediate disqualification.
4. The customer will provide a valid serial number (hereinafter "Serial No.") to avail the Offer. The Serial No. is a 15 digit number ----- written at the bottom of the Product. A unique Serial no. is required to avail the Offer. If the customer fails to provide the Serial No. or in case the Serial No. provided by the customer is invalid or relates to a Product not purchased during the Offer Period then the customer will be disqualified from availing the Offer.
5. Upon receipt and successful verification of the information provided by the participant, a Discount Coupon worth Rs 7000/- (Rupees Seven Thousand Only) bearing a unique Coupon Code would be mailed to the customer for use only on online purchase of Tab.
6. Thereafter, the customer will be required to visit the website again and redeem the discount coupon against the online purchase of Tab from this website only. Tab available on the discount coupon shall be dispatched to the eligible participants through courier at the address which is provided by the participants on www.samsungindiaestore.com/laptop-tab-offer after completion of the online purchase process. The participants shall be sent emails informing them with Airway Bill Number of the courier.
7. The participation in the Offer is voluntary. The Product is also available without this Offer. Participation in this Offer constitutes acceptance of these terms and conditions. By participating in this Offer, customer agrees to receive communication(s) from Samsung and/or its event management company relating to the Offer and customer unconditionally agrees not to make any claim or raise any complaint against Samsung and/or the event management company in this respect.
8. The Offer is available during the Offer Period 16th May, 2013 up to 15th July, 2013. However, the Offer can be redeemed by the customer from 16th May, 2013 up to 31st

July, 2013 (hereinafter "Redemption Date") by making a Redemption Request. Any Redemption Requests received after the Redemption Date shall not be entertained.

9. By participating in the Offer, each customer represents and warrants that he/she is legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Offer, the customers warrant that all information provided by them regarding their name, age, state, city, address, phone number, etc., is true, correct, accurate and complete and hereby consents to the collection, storage, transmission, distribution and processing of such information at such locations in the world as Samsung may deem fit.
10. Pictures and images shown in the promotional material for the Offer or on the website are visual representations and the actual Product and/or Coupon and their colours, model numbers and/or features may differ.
11. No other offers can be clubbed with this Offer.
12. Samsung shall not be responsible for system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or other technological difficulties or any other force majeure event that may prevent a customer from participating in the Offer. Further, Samsung will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or entries; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of Samsung; or (e) any printing or typographical errors in any materials associated with the Offer or (f) any delay, damage, non receipt, lost, or misrouted Coupons.
13. Samsung is not liable for any consequences of customer error including (without limitation) costs incurred.
14. Samsung shall not be liable for delay in delivery of Tab due to non-availability of stocks or for any other reason beyond its control.
15. The Coupon cannot be exchanged with any product or item, is non transferable and cannot be encashed under any circumstances. Accessories, if any shown with the Coupon shall not form part of the Coupon to be provided to the participant. The decision of Samsung in respect of color/model/features of the Coupon shall be final and no dispute shall be entertained in this regard. Samsung shall not be liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss. Standard manufacturer's warranty, if any, shall be applicable for all Coupons.
16. Any and all applicable taxes as may be applicable from time to time in relation to the Offer or acceptance of the Coupon shall be solely borne by the customer. Samsung or its associates companies shall not in any manner be liable or responsible for the same.
17. All Redemption Requests are subject to verification, including without limitation, verification of eligibility through checks as deemed appropriate by Samsung and/or to complete compliance with these terms and conditions; Samsung reserves the right to verify the customer's and/or Product's details either on its own or through its authorized agency / person and the customer shall provide all necessary assistance in such verification. In exercising this right, the customer may be required to provide any documentary or other form of evidence, and if evidence does not establish the same then Samsung, in its sole discretion, will have the right to disqualify the customer.
18. Customers must, at Samsung's request and free of any charge, participate in any promotional activity (such as publicity and photography) surrounding the receiving of the Coupons, and participant consents to Samsung using their name and image in any promotional material.

19. 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 and Conditions shall prevail over all such other instructions, rules and conditions.
20. Nothing herein, shall be construed as conferring any license or other rights under the intellectual property or other proprietary rights of Samsung or its related companies or any third party, whether by estoppels, implication or otherwise and all such rights shall remain the sole and exclusive property of Samsung and/or its related companies.
21. Samsung reserves the absolute right to amend the terms and conditions of the Offer or extend the Offer Period or cancel or discontinue the Offer or any part thereof without giving any reasons or prior notice. Samsung reserves the right to substitute the Coupons under this Offer with Coupons of equivalent or higher value, at its sole discretion.
22. Offer shall be void in any state where prohibited by law. In such case, Samsung shall not be liable to provide any cashback, Coupon(s) or compensation to the customers on any account.
23. Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.
24. The customer hereby agrees to indemnify and keep Samsung, its associated companies and 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 or misconduct by the customer.
25. By entering the Offer, the customer 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 Coupon.
26. Decision of Samsung in relation to the Offer and matter incidental thereto shall be final and binding on the customer. Dispute if any respect of the Offer should be sent in writing to Samsung India Electronics Private Limited, 2nd, 3rd & 4th Floor, Tower-C, Vipul Tech Square, Sector 43, Golf Course Road, Gurgaon-122009, Haryana, India. The existence of dispute, if any, shall not constitute a claim against Samsung. Any and all disputes, controversies and conflicts ("Disputes") arising out of the Offer shall be referred to a sole Arbitrator to be appointed by the director of Samsung in accordance with the Arbitration and the Conciliation Act, 1996. The place of arbitration shall be New Delhi and the language used in arbitral proceeding shall be English. Subject to the dispute resolution procedure as set out here in above, the courts at New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.
27. This offer shall be governed by the laws of India.