

Samsung Rewards Program

TERMS AND CONDITIONS

Updated as of 17.10.21

PLEASE READ CAREFULLY. By enrolling in this program, you agree to the following terms and conditions that govern the Samsung Rewards Program.

A. Overview of Samsung Rewards Program

Samsung Rewards Program (the "Program") is a loyalty program sponsored by Samsung Gulf Electronics FZE ("Sponsor") through which individuals ("Participant(s)") who have a valid Samsung Account ID, may earn points ("Point(s)") that will be credited to Participant's Samsung Rewards Account ("Rewards Account") as set forth herein, Participants may redeem their Points through the "Rewards Catalogs" described below.

B. Eligibility and Participation in the Program

a. The Program is open to legal residents of United Arab Emirates Participants must have a valid Samsung Account ID. Accounts are free, but subject to terms and conditions of the Samsung Account (Samsung Conditions). If you do not have a Samsung Account ID, visit <https://account.samsung.com/ae> and follow the links and instructions to create an account. Additionally, to participate in the Program, a Participant must have a valid Samsung Account ID. The Samsung Conditions form an integral part of these Terms and Conditions. In case of any inconsistency or conflict between the terms of these Terms and Conditions and the Samsung Conditions, these Terms and Conditions shall prevail..

b. Registration. To enroll in this Program and thereby create a Rewards Account, Participant is required to register online (www.samsung.com/ae) or through the Samsung Members application with the email address associated with his/her Samsung Account ID and agree to these Terms and Conditions. Continued participation in the Program constitutes each Participant's continued full and unconditional agreement to these Program Terms and Conditions, as they may be updated from time to time ("Rules"), and representation that Participant meets the eligibility requirements set out in these Rules. Those who do not comply with these Rules may be prohibited from participating in the Program as determined by Sponsor in its sole discretion. There is a limit of one (1) Rewards Account per person/e-mail address, regardless of whether more than one person uses the same e-mail address. The person who is the authorized e-mail account holder of the e-mail address indicated when registering (and who otherwise meets the eligibility criteria) will be deemed the Participant.

c. Participant's Personal Information: To learn how Sponsor will use the personal information collected in connection with the Rewards Account and/or this Program, read Sponsor's Privacy Policy: <https://account.samsung.com/membership/pp>. You agree that Samsung may

collect, use, disclose, transfer and store personally identifiable data and information about You in accordance with Samsung's Privacy Policy

d. **Receive Notifications From Sponsor:** By accepting these Rules and signing up for the Program, Participants hereby agree to receive email messaging to the email address associated with his/her Samsung Account as set forth in Sponsor's Privacy Policy(<https://account.samsung.com/membership/pp>) and/or push notification messages to their Samsung Mobile Device from Sponsor for promotional, information and/or other purposes.

3. Duration, Modification and Termination of the Program

- a. The Program will continue until Sponsor announces its termination, which it may do at any time, with or without notice to Participants. Sponsor also reserves the right to suspend or modify the Program, at its discretion, at any time with or without notice. Termination, modification or suspension may affect a Participant's ability to redeem accumulated Points.
- b. A Participant's continued participation in the Program constitutes his or her acceptance of any changes to these Rules.

4. Point Value, Forfeiture of Points, & Viewing Points

- a. **No Cash Value or Transferability.** Points do not constitute property, do not entitle a member to a vested right or interest and have no cash value. As such, Points are not redeemable for cash, transferable or assignable for any reason, Accordingly, Points are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale or transfer of Points is strictly prohibited. Points may not be sold on any secondary market, and any transfer of Points to a secondary market shall be deemed void. Any Points remaining in a Participant not entitle a member to a vested is canceled will be forfeited without compensation. There shall be no carry over or transfer of Points to other Sponsor programs, unless otherwise determined by Sponsor in its sole and absolute discretion.
- b. **Point Expiration.** Points earned will expire at 24 calendar months after they are earned. Points not redeemed during the Valid Period will expire and be forfeited.
- c. **Accrued Points Viewable in Participant's Rewards Account.** The number of Points collected by each Participant will be tracked in the Participant's Samsung Rewards Account. Points will be credited to Participant's Rewards Account **up to 20 days after (i) delivery confirmation; (ii) the applicable return period has lapsed; and/or (iii) the applicable chargeback window has closed.**

However, each Participant will have the responsibility of ensuring that his/her Points are properly credited. Any claim for Points not credited accurately must be received by Sponsor within seven (7) days of the date of claimed accrual of such Points. Manual issuance of Points can take up to sixty (60) days. Sponsor shall have no liability for any printing, production, typographical, mechanical or other errors in the Points summaries or Participant Reward Account. Sponsor reserves the right to invalidate Points from a Participant Rewards Account if it determines that such Points were improperly credited or obtained fraudulently. Sponsor reserves the right to require proof of accrual of Points and Sponsor reserves the right to delay the processing or redemption of any Points without notice to Participants in order to assure compliance with these Rules. Participants are responsible for maintaining the confidentiality of their Participant Rewards Accounts and activity on their Participant Rewards Account, and Participants agree to accept responsibility for all activities that occur under their Rewards Account. Without limiting any other remedies, Sponsor may suspend or terminate a Participant's Reward Account if Sponsor suspects that a Participant has engaged in fraudulent activity in connection with the Program. Participation in the Program is subject to these Rules, as well as policies and procedures that Sponsor may adopt or modify from time to time. Any failure to abide by these Rules or any policies or procedures implemented by Sponsor, any conduct detrimental to Sponsor, or any misrepresentation or fraudulent activities in connection with the Program may result, in addition to any rights or remedies available to Sponsor in law or equity, in the termination of participation in the Program, as well as forfeiture of Points accrued to date, all as determined by Sponsor in its sole discretion.

5. General Terms and Conditions

- a. Sponsor reserves the right to suspend or discontinue the eligibility of any person who uses, or, in the case of suspension, is suspected of using, the Program in a manner inconsistent with these Rules or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of the Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
- b. Any attempt by any person to undermine the legitimate operation of the Program may be 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 of these Rules shall not constitute a waiver of that, or any other, provision.

- c. The Program is provided to individuals only. Corporations, associations, including school organizations, or other groups may not participate in the Program.
- d. All questions or disputes regarding eligibility for the Program, the availability of items, or a Participant's compliance with these Rules will be resolved by Sponsor in its sole discretion.
- e. Sponsor is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.
- f. Participants are responsible for the payment of all taxes which may result from participation in the Program.
- g. Participants are responsible for maintaining updated contact information associated with their Samsung ID.
- h. The Program is subject to all applicable laws and regulations and Participants shall comply with all applicable laws and regulations.

6. **Limitation of Liability**

- a. Sponsor, and its parent, subsidiary, affiliate, franchisees, and related companies, and each of its and their respective officers, directors, employees, shareholders, agents and promotional and advertising agencies, successors, assigns (collectively the "Released Parties") are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any web site or any combination thereof. In the event that the Samsung Members App and/or the Rewards Program is temporarily corrupted and suspended, notice of such will be provided and Participants will be advised to (1) not redeem Points until such time that the Program, as originally intended, may be resumed and (2) that Qualified Transactions during this time period completed will not generate Points for the Participant.
- b. By participating in the Program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless Sponsor and their Released Parties from and against any claims, liabilities, damages, or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Program, or for any harm or injury caused by any third party.
- c. IN NO EVENT SHALL 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 YOUR ACTUAL LOSS;. THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

- d. Released Parties are not responsible for any products or services offered in the Rewards Catalog other than those manufactured by Sponsor. TO THE FULLEST EXTENT ALLOWABLE BY LAW, SPONSOR SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES SOLD THROUGH THE PROGRAM, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.
- e. As a condition of participating in the Program, Participant agrees that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Program or any item purchased therein shall be resolved individually with Samsung and/or Third Party (if any), without resort to any form of class action. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, Participant's rights and obligations, or the rights and obligations of Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the UAE, without giving effect to any choice of law rules.
- f. If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Rules, which will otherwise remain in full force and effect

Sponsored by: Samsung Electronics Samsung Gulf Electronics FZE