

Terms and Conditions

I.	Name of the Offer	Galaxy S8/S8+ Launch Offer : May 2017
II.	Provided by	Samsung India Electronics Pvt. Ltd.
III.	Offer period	Offer shall be valid from 5 th May to 31 st May 2017. Samsung reserves the right to extend or annul the offer period at its discretion.
IV.	Place & Outlet Coverage	>The Offers are valid Pan India. >Available on purchases from select Samsung Stores (“Offline Outlet”) >Offer also applicable on purchases made from Samsung Shop i.e. Samsung e-store and Flipkart only (“Online Outlet”). Purchase from any other online portal will not be eligible for this offer.
V.	Product Coverage	Galaxy S8 & Galaxy S8+ (“Products”)
VI.	Eligibility Criteria	>This Offer shall not be available for the customers who pre-booked, purchased and activated the Galaxy S8 and/or S8+. > Purchase from Offline Outlets - Customer needs to purchase the new Product during the Offer period and activate by 31 st May 2017, failing which the customer shall not be eligible for the offer. > Purchase from Online Outlet – Customer needs to purchase the new Product during the Offer period, failing which the customer shall not be eligible for the offer. >Only one Product can be purchased against one mobile number. The Customer has to use the same mobile number to activate the Product and to do first sign-in to My Galaxy Application for redemption of the offer. >In case the customer uses different mobile numbers for activating the Product and for first sign-in to My Galaxy app, he/she shall not be eligible for the offer and no claims shall be entertained in this regard.
VII.	Offer: Free TUMI Case	Every customer purchasing and activating the Product during the Offer period shall be eligible to redeem a TUMI Case for free subject to the condition that the mobile number used for Product activation and first sign in to My Galaxy

		app should be the same.
VIII.	Redemption of the Free TUMI Case	<p>>Once the customer receives/collects and activates the Product (whether purchased from Online Outlets or Offline Outlets), he/she will have to follow the process given hereunder to redeem the Free TUMI Case. The Process to redeem free TUMI Case is as under:</p> <ul style="list-style-type: none"> (i) Fresh enrolment/sign in to the pre-loaded My Galaxy app must be completed by 30th June 2017 failing which the customer will not be eligible for the offer. (ii) Registration & sign in to My Galaxy to be done with same mobile number used for activating the Product. In case any other mobile number is used, the customer will not be eligible to avail the offer. (iii) In case customer is already a My Galaxy user, it is advisable that he/she activates the Product with the same mobile number with which he is registered in the My Galaxy application or else creates a new account with the number he/she has used for activating the Product. (iv) After approximately 4 days of signing in /registering in to My Galaxy App, Customer can generate the coupon for Free TUMI Case. Coupon will be valid for one time use only against redemption of Free TUMI Case. (v) The Customer can redeem the Coupon at www.shop.samsung.com/in by clicking on 'Use Coupon' tab, latest by 30th June 2017. (vi) The shipping of TUMI Case will happen within 30 (thirty) days from the day of placing order for the same. <p>>In case of booking of the Product through an e-Commerce website or Samsung Shop i.e. Samsung India e-store, it shall be delivered to the Customer through the respective logistics partners of the Online Outlets and Samsung India Electronics Pvt Limited will not be responsible or liable for supply of the Product including but not limited to the following:</p> <ul style="list-style-type: none"> (i) Any wrong submission of required details including but not limited to shipping details; (ii) Any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (iii) Any late transmissions or entries;

		<p>(iv) Any computer or communications related malfunctions or failures;</p> <p>(v) Any delay, damage, non receipt, lost, misrouted delivery of Product.</p> <p>(vi) Any delay due to non-availability of stocks or for any other reason beyond its control.</p> <p>(vii) Any delay or loss or damage due to Act of God, Governmental actions, and any other force majeure circumstances.</p>
IX.	Forfeiture clause	<p>(i) If the eligible customer fails to activate the Product and/or fails to register in / sign in to My Galaxy App, generate the respective coupons and redeem them within the stipulated timelines as stated above respectively, his/her Free TUMI Case offer shall stand forfeited and no claims shall be entertained in this regard.</p> <p>(ii) Offer shall also stand forfeited in case the customer uses different mobile number for activating the Product and signing in to My Galaxy App and no claims shall be entertained in this regard.</p>
X.	Conditions related to Free TUMI Case	<p>The Free TUMI Case shall be on “As Is” basis & as per stock availability. Samsung shall not be responsible for its non-availability due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies, Government decisions, operational & technical issues or any other force majeure conditions etc.</p> <p>> Offers cannot be exchanged with any other product or item, are non-transferable & cannot be en-cashed under any circumstances.</p>
XI.	General Conditions	<p>>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 TUMI Case.</p> <p>>Samsung reserves the right to change/alter & modify the terms & conditions of this Offer or extend or annul any part or whole offer at any given point at its sole discretion without giving any reason whatsoever.</p> <p>>Samsung reserves the right to substitute the TUMI Case voucher and other offers with some other gift(s) of equivalent value under this Offer at its sole discretion without giving any reasons. The choice as to the color, make & model of the TUMI Case shall be completely at Samsung’s discretion.</p> <p>>Samsung shall not be liable for any technical, physical delay in transmission or submission of the entries by the customer or any disruptions, losses, damages, computer related malfunctions/ failures which affect the participation of the customer or any force majeure conditions or damages</p>

		<p>caused by Act of God, Governmental actions.</p> <p>>Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.</p> <p>>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.</p> <p>>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.</p>
XII.	Intellectual Property Rights	<p>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.</p>
XIII.	Jurisdiction	<p>Decision of Samsung in relation to the Offer and matter incidental thereto shall be final and binding on the customer. 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 Delhi and shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.</p>