

## **OFFICIAL RULES FOR SAMSUNG HOLIDAY ECERTIFICATE SWEEPSTAKES**

### **NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.**

1. The Samsung Holiday eCertificate Sweepstakes ("Sweepstakes") begins 12:00 AM Eastern Time ("ET") October 28, 2024 and ends 11:59 PM ET December 15, 2024 ("Sweepstakes Period").

2. Open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older, have reached the age of majority in their state of residence at the time of entry and are the direct and intended recipient of an invitation to participate. Employees of Samsung Electronics America, Inc. ("Sponsor"), The Constellation Groupe, Trymark Consulting Group, L.L.C., and their respective parents, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers, and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of such employees, whether or not related, are ineligible to enter or win. Void where prohibited by law. Subject to all applicable federal, state and local laws and regulations.

3. During the Sweepstakes Period, you may enter by clicking on the link provided in the Sweepstakes invitation e-mail and completing and submitting the entry form by providing your first and last name and e-mail address to receive one (1) entry. Limit one (1) entry per person, per household and per e-mail address for the duration of the Sweepstakes Period. All entries become the property of the Sponsor and will not be acknowledged or returned. Entries must be received by 11:59 PM ET December 15, 2024 to be considered. If entries are received in excess of the stated limitation from any person or household or e-mail address, only the first entry received from such person, household or e-mail address during the Sweepstakes Period will be eligible for entry. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the entrant, the authorized account subscriber of said e-mail account at the time of entry will be considered the entrant and required to comply with these Official Rules and all requirements set forth herein. "Authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

4. A random drawing will be conducted on or about December 23, 2024 to select one (1) potential Grand Prize winner, one (1) potential First Prize winner, five (5) potential Second Prize winners and ten (10) potential Third Prize winners from among all eligible entries received during the Sweepstakes Period. Drawing will be conducted by Trymark Consulting Group, L.L.C., an independent judging organization whose decisions are final and binding. Odds of winning will depend on the total number of eligible entries received.

5. Grand Prize (1): One (1) \$5,000.00 Samsung eCertificate redeemable on Samsung.com (certain terms & conditions as specified by issuer apply) (Estimated Retail Value ("ERV") \$5,000.00). First Prize (1): One (1) \$1,000.00 Samsung eCertificate redeemable on Samsung.com (certain terms & conditions as specified by issuer apply) (ERV \$1,000.00). Second Prizes (5): Each Second Prize winner will receive one (1) \$500.00 Samsung eCertificate redeemable on Samsung.com (certain terms & conditions as specified by issuer apply) (ERV \$500.00 each). Third Prizes (10): Each Third Prize winner will receive one (1) \$100.00 Samsung eCertificate redeemable on Samsung.com (certain terms & conditions as specified by issuer apply) (ERV \$100.00 each). Samsung Credits are valid only at www.Samsung.com or in the Shop Samsung App for use towards a new eligible purchase and are valid through December 31, 2025. Each Samsung Credit is a one-time use certificate; full value must be used at the time of purchase; using the Samsung Credit as payment for an order with a value of less than gift value will result in the forfeiture of any amount in excess of the value of the order. Codes are not stackable, one code per order. Samsung Credit may only be used to pay for the products being purchased and may not be used to pay for sales tax or shipping charges. Samsung Credits have no cash value. Samsung Credit may only be used for purchases on Samsung.com and may not be used at any other retailer. Lost Samsung Credit cannot be replaced. Unused Samsung Credit will expire on the date specified for each applicable Samsung Credit so you must check the expiration date upon receipt. Samsung Credit may not be sold or otherwise transferred. Sponsor reserves the right, in its sole discretion, to modify the terms and conditions associated with this Samsung Credit at any time, without prior notice. Total ERV of all prizes combined is \$9,500.00. Winners will be

responsible for all taxes (including federal, state and local taxes) and any other costs and expenses associated with acceptance and use of any prize not described herein as being awarded. All prize details are at Sponsor's sole discretion. Limit one (1) prize per person, per household and per e-mail address for the duration of the Sweepstakes Period.

6. Potential winners will be notified by e-mail. In the event that any e-mail to a potential winner is returned as undeliverable or a response to any given e-mail or phone call/message is not received within two (2) days of date of its issuance or a potential winner is not in compliance with these Official Rules, the prize may be forfeited and, at Sponsor's discretion, an alternate winner may be selected for the prize at issue. Potential Grand and First Prize winners will, and potential Second and Third Prize winners may be required, in the sole discretion of the judges, to execute and return an affidavit of eligibility and a liability release and, where legal, a publicity release within five (5) days of date of issuance of those documents or prize may be forfeited and, at Sponsor's discretion, awarded to an alternate winner for the prize at issue. Prizes are not transferable, redeemable for cash, or substitutable except by Sponsor, which reserves the right, at its discretion, to substitute a prize or portion of a prize with one of comparable or greater value. In the event a potential winner is not in compliance with these Official Rules, or a prize or prize notification is returned as undeliverable, the prize may be forfeited and, at Sponsor's discretion, an alternate winner may be selected for the prize at issue.

7. By participating, entrants agree as follows: a) to abide by these Official Rules, and to the decisions of Sponsor and/or the judging organization, which shall be final and binding in all respects; b) to the use of their name and/or likenesses and/or biographical data by Sponsor and its designees if selected as a winner for advertising, promotional and other purposes in any or all media now or hereafter known throughout the world in perpetuity without compensation, permission or notification (except where prohibited by law); and c) THAT SPONSOR, THE CONSTELLATION GROUPE, TRYMARK CONSULTING GROUP, L.L.C., AND ANY OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, RETAILERS, DISTRIBUTORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO AN ENTRANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS SWEEPSTAKES OR THE USE OR MISUSE OF ANY PRIZE. PRIZES ARE AWARDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES. Released Parties are not responsible for lost, delayed, interrupted or unavailable network, cable, satellite, Internet Service Provider (ISP), server or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other errors, problems or difficulties of any kind whether computer, network, human, mechanical, electronic, printing, typographical or otherwise relating to or in connection with this Sweepstakes, including, without limitation, errors, problems or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials or for any damage to entrant's or other person's hardware or software as a result of participation. Released Parties are also not responsible for entries or e-mail that are lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled or delayed by computer transmissions and all such entries are void. Persons found tampering with or abusing any aspect of this Sweepstakes as solely determined by the Sponsor and/or the judging organization will be disqualified, and their entries will be void. Every submission must be manually keystroked and manually entered by the individual participant and repetitive automated electronic submission of entries is specifically disallowed. Use of script, macro or automated entry software or programs or any other means that subvert the entry process is prohibited and all such entries will be void. In the event the Sweepstakes is compromised by virus, bugs, worms, non-authorized human intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Sweepstakes, including but not limited to Acts of God, epidemic or pandemic, Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Sweepstakes or any portion thereof and/or terminate the participation of any participant (and void all associated entries) whose conduct potentially compromises the Sweepstakes and, if terminated, at its sole discretion to award the prizes in a random drawing from among all eligible non-suspect entries received prior to the act requiring such termination. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. CAUTION: Any attempt by an entrant to damage the website or undermine the legitimate operation of the

Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek any and all remedies available to the fullest extent permitted by law. Sweepstakes is governed by the laws of the State of New York without regard to its conflict of laws principals, with venue in New York County, New York.

8. EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE THAT A) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, IF ANY; B) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT ("FAA", Title 9 of the United States Code) UNDER THE AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION; C) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND D) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. YOU HAVE A RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS PROMOTION, THEN WITHIN THIRTY (30) DAYS FROM THE DATE OF YOUR ENTRY, YOU MAY OPT-OUT OF THIS, AND ONLY THIS, PART OF THE OFFICIAL RULES BY NOTIFYING THE SPONSOR OF SUCH OPT-OUT REQUEST BY PROVIDING WRITTEN NOTICE AND MAILING SUCH NOTICE TO: SAMSUNG HOLIDAY ECERTIFICATE SWEEPSTAKES – ARBITRATION REJECTION, P.O. BOX 295, GAINESVILLE, VA 20156. ANY OPT-OUT RECEIVED AFTER THE THIRTY (30) DAY TIME PERIOD WILL NOT BE VALID AND YOU MUST PURSUE YOUR CLAIM, IF ANY, VIA ARBITRATION PURSUANT TO THESE OFFICIAL RULES. ANY AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT SHALL YOU BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS OR EXPENSES.

IN THE EVENT THAT YOU OPT-OUT OF THIS MANDATORY ARBITRATION PROVISION, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY A FEDERAL OR STATE COURT LOCATED IN NEW YORK COUNTY, NEW YORK.

9. Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <https://www.samsung.com/us/account/privacy-policy/>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

10. The names of the winners (available after January 31, 2025) and/or a copy of these Official Rules may be obtained by mailing a self-addressed, stamped #10 envelope to: Samsung Holiday eCertificate Sweepstakes - Winners/Rules (please specify which), P.O. Box 295, Gainesville, VA 20156, for receipt no later than March 31, 2025. VT residents omit return postage on rules requests.

11. Sponsor: Samsung Electronics America, Inc., 85 Challenger Rd., Ridgefield Park, NJ 07660.

Administrator: Trymark Consulting Group, L.L.C., P.O. Box 295, Gainesville, VA 20156.

