

## Exhibit A

### Samsung Ultimate Test Drive Terms and Conditions

Tech Data Canada Corporation (sometimes referred to herein as “We,” “Us” or ‘Tech Data’) and the undersigned (“you” or “Customer”) hereby agree to the following terms and conditions (the “Agreement”) with respect to the provision by Samsung Electronics Canada Inc. (“Samsung”) to Customer of the cellular phone and/or peripheral equipment under the Samsung Ultimate Test Drive program (the “Program”) that is identified and/or described in the Phone Rental Agreement attached to this Agreement. Samsung may require Tech Data to flowdown certain terms and conditions to the Customer and any such terms and conditions shall be included in this Agreement. **THIS PROGRAM IS ONLY OPEN TO CURRENT USERS OF IPHONES (WITH AN ACTIVE WIRELESS DATA ACCOUNT), WHERE IPHONE IS THE PRIMARY PHONE/COMMUNICATIONS DEVICE.**

#### 1. DELIVERY OF CELLULAR PHONE AND EQUIPMENT

By agreeing to these terms, you agree to rent the Samsung product(s) specified in the Rental Agreement (the “Equipment”) for a period of thirty (30) days, commencing upon execution of the Rental Agreement (the “Rental Period”). Customers must be eighteen (18) years of age or older, must currently use an iPhone as their primary smart phone with an active wireless data account (registration must be completed using an iPhone), and must be a legal Canadian resident in order to complete and participate in the transaction contemplated herein. Quebec residents are not eligible to participate in this Program. Customer hereby acknowledges that Customer shall be limited to rent no more than one (1) unit of Equipment during the Rental Period and further understands that, following the expiration of the Rental Period, Customer shall not be permitted to rent the same type of device again. For the avoidance of doubt, more than one (1) Phone Rental Agreement during a particular Rental Period linked to the same email address or shipping address shall be deemed void and shall not be fulfilled by Tech Data.

Prior to renting the Equipment, you must present (i) a valid Visa or Mastercard credit card, to which Tech Data shall charge you an amount as specified herein, including, without limitation, the Purchase Price (as defined below), if necessary, and (ii) valid government issued identification matching the name on the credit card. For the avoidance of doubt, no debit cards or pre-paid credit cards shall be accepted for any purpose in connection with the Rental Agreement. You hereby authorize Tech Data to charge you the following amount as a processing fee for the Rental Period at the time of registration into the Program and executing the Rental Agreement : (i) with respect to the Samsung Galaxy S6 edge+, One Dollar (\$1.00) plus applicable Canadian taxes, and (ii) with respect to the Samsung Galaxy Note5, One Dollar (\$1.00) plus applicable Canadian taxes.

For the avoidance of doubt, Tech Data may collect, use, disclose and share any and all of Customer’s Personal Information (as defined in Section 11 herein) provided in the Phone Rental Agreement attached hereto, including any and all payment information, for any purpose necessary to effectuate the completion of the transaction contemplated in the Phone Rental Agreement.

Customer shall provide Samsung with a valid email address and valid phone number on the Phone Rental Agreement for Samsung to contact Customer during the Rental Period with respect to, and in connection with, the Program. Furthermore, Customer agrees to participate in two (2) surveys for Samsung; one (1) prior to receiving the Equipment, and one (1) following the return of the Equipment. Customer also consents to receive all email and telephone communication associated with the Program from Tech Data or Samsung, as the case may be. All Equipment rentals shall be subject to carrier, make and model availability. Prior to commencing any subsequent rentals following the Rental Period, Customer must either (i) return all Equipment in accordance with this Agreement, or (ii) purchase the Equipment in accordance with this Agreement. The final day to execute a Rental Agreement and commence the Rental Period on Samsungpromotions.ca shall be April 1, 2016.

## **2. USE OF EQUIPMENT**

During the Rental Period, Customer will use the Equipment in a careful and proper manner, in accordance with any and all Canadian laws, and in no other manner. For the avoidance of doubt, Customer agrees that he/she will remain solely responsible for the Equipment during the Rental Period.

Accordingly, Customer agrees that he/she will not:

- a.** Effect any repairs or modifications to the Equipment;
- b.** Decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in the Equipment by any means whatever;
- c.** Remove or interfere with any certification markers affixed to the Equipment;
- d.** Deface or add to the Equipment in any way;
- e.** Sublet or allow the use of the Equipment by any third party; or
- f.** Attempt to dispose of the Equipment or to grant any interest in the Equipment to any third party.

Furthermore, Customer agrees that he/she will be solely responsible for the sending and receiving of any and all data on the Equipment, including, without limitation, any and all websites accessed, downloads, and or uploads. Customer agrees to defend and indemnify Samsung and Tech Data from any and all claims, losses and liabilities arising directly or indirectly from his/her use of data on the Equipment during the Rental Period.

## **3. OPTION TO PURCHASE**

Samsung will provide an option to buy the Equipment within the Rental Period. To do so, select the 'Buy Now' option on the emails received from Samsung or contact Samsung Customer Service at any time during the Rental Period. You will be directed back to the Samsung Web site where you will enter your credit card information again, this time for the amount of the full outright purchase price of the phone + applicable taxes. Your credit card will be charged. You will then be emailed a receipt from Tech Data. The full outright purchase price of the phone is set out in Section 4 below.

There are no eligible return privileges after you have purchased the phone.

The Samsung Galaxy S6Edge + and the Samsung Galaxy Note5 are eligible for a 1 year manufacturer's warranty directly with Samsung Canada through 1-800-Samsung.

#### **4. RETURN OF EQUIPMENT AND CHARGES**

A shipping label is provided for the Customer to return the Equipment prior to the expiry of the Rental Period to the designated return location at the following address, free of charge:

TECH DATA CANADA  
ATTN: Samsung Ultimate Test Drive  
6901 Creditview Rd  
Mississauga  
Ontario, CANADA  
L5N 8E9

If the Equipment is not returned by the expiration of the Rental Period, plus a seven (7) day grace period, then Tech Data at its sole discretion may charge your credit card the full outright purchase price of the Equipment, without prejudice to any other right or remedy it may have against the Customer. For the avoidance of doubt, the following shall be the full outright purchase price for each device (the "Purchase Price"):

- With respect to a Samsung Galaxy S6 edge+, the purchase price shall be Nine Hundred and Forty-Eight Dollars (\$948.00), plus applicable Canadian taxes;
- With respect to a Samsung Galaxy Note5, the purchase price shall be Eight Hundred and Forty-Eight Dollars (\$848.00) plus applicable Canadian taxes;

Prior to returning the Equipment, it is your responsibility to delete any data or content stored on the Equipment. Neither Tech Data nor Samsung shall be responsible in any way for any loss or damage to any data or content stored on the Equipment and Customer hereby releases Samsung and Tech Data from any and all liability or claims arising directly or indirectly from loss of such data or content.

In the event of any loss, theft or disappearance of the Equipment during the Rental Period, regardless of circumstances, Customer shall be charged the Purchase Price applicable to the Equipment. In the event the Equipment is returned with a damaged or cracked screen or is impaired by water damage, Customer may, at Samsung's discretion, be charged by Tech Data a minimum of One Hundred Dollars (\$100.00) and the maximum of the Purchase Price for the Equipment depending on the nature and extent of damages to the Equipment upon its return. The Purchase Price will not be charged provided all Equipment is returned to Tech Data in good working condition with no damage (reasonable wear and tear excluded) and any outstanding charges are paid at the end of the Rental Period in accordance with this Agreement.

#### **5. REPAIRS OF EQUIPMENT**

If the Equipment is not in working order when delivered or subsequently malfunctions during the Rental Period, the Customer will notify Samsung or its designated representative immediately by calling the Samsung Customer Service at 1-855-795-0511. Samsung will repair or replace the Equipment as soon as possible after it has been notified of the problem by the Customer and, provided the Customer is not in breach of the Rental Agreement and subject to the condition set out below, Tech Data

will provide the Customer with the same or similar Equipment as soon as possible for another thirty (30) day trial period. No Equipment will be eligible for replacement following the twenty-first (21<sup>st</sup>) day of the Rental Period. Customers shall be limited to one (1) replacement during the Rental Period. If Tech Data finds that Equipment reported as faulty is actually in working order, then the Customer will pay the cost of collection and delivery of the replacement Equipment.

## **6. LIABILITY**

Samsung warrants that the Equipment will be in working order when delivered to the Customer but is not responsible for the performance of the Equipment, the operation of the cellular network to which it is connected or the use or misuse of the Equipment by the Customer.

SAMSUNG AND TECH DATA MAKE NO OTHER WARRANTIES, GUARANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY, ACCURACY, RELIABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR THE CELLULAR PHONE SERVICES FURNISHED UNDER THIS AGREEMENT. SUBJECT TO THIS AGREEMENT, THE CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY AND HOLD SAMSUNG AND TECH DATA HARMLESS AGAINST ALL CLAIMS, DEMANDS AND LIABILITY ARISING AS A RESULT OF LEASE, POSSESSION, USE, CONDITION, OPERATION OR MISUSE OF THE EQUIPMENT PROVIDED HEREUNDER WHETHER IN BREACH OF THIS AGREEMENT, FROM NEGLIGENCE OR HOWEVER IT ARISES. SAMSUNG AND TECH DATA WILL IN NO EVENT BE RESPONSIBLE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FOR INTERRUPTED COMMUNICATIONS, OR FROM ANY DEFECT, ERROR, OR MALFUNCTION OF THE EQUIPMENT, CAUSED BY THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Customer shall be liable to Samsung and Tech Data for all expenses, including reasonable legal fees, incurred in connection with any collection, repossession or other action brought to enforce Samsung's rights to the Equipment. Samsung reserves the right to deactivate the Equipment at any time and without notice to the Customer, in the event that Samsung detects unusually high usage or possible fraud or breach of this Agreement in accordance with general operating practices and procedures in the cellular industry, and neither Samsung nor Tech Data shall have any liability whatsoever to the Customer for such deactivation.

In the event the Customer transfers its data or content from an existing Customer device to the Equipment, Customer acknowledges and agrees that he/she has voluntarily done so and hereby releases Samsung and Tech Data from any and all liability or claims arising directly or indirectly from the transfer of such data or content, including, without limitation, any and all fraud or loss or damage to property or loss of such data or content.

## **7. OWNERSHIP**

The Equipment, including any and all accessories will at all relevant times remain the property of Samsung. The Customer acquires no rights other than temporary use in accordance with and subject to the terms and conditions of the Rental Agreement. During the Rental Period, no service or part replacements or any other work or modification are authorized without written approval from Samsung.

## **8. TERMINATION**

Unless otherwise agreed by Samsung, the Customer shall return the Equipment and all accessories to Tech Data at the end of the Rental Period in good working order and in the same condition as when it was delivered to the Customer (reasonable wear and tear excluded). The Customer shall return the Equipment to the location set out in Section 4 above. Should the Customer return the Equipment using means other than those specified in the instructions provided by Samsung at the start of the Rental Period, then the Customer will remain liable for any damage to the Equipment while the Equipment is in transit. Packages returned with any ancillary accessories missing from the package provided may be charged by Tech Data the full replacement value of the ancillary accessories at Samsung's discretion.

Should the Customer:

- a.** obtain use of the Equipment by any misrepresentation or fraudulent means, or
- b.** tamper with the cellular phone meter, or
- c.** use the Equipment for any illegal or improper purpose, or
- d.** decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in the Equipment by any means whatever; or
- e.** otherwise commit a breach of this Agreement then Samsung may, at its option and in addition to other remedies available hereunder at law or in equity, (i) terminate this Agreement; (ii) immediately terminate all services to the Customer, and (iii) take immediate possession of the Equipment without being obliged to repay back any portion of the rental charges or repairs. No remedy of Samsung shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with all other remedies available to it.

The Customer shall pay the Purchase Price set out in Section 4 above to Tech Data for any Equipment which is not returned at the end of the Rental Period.

## **9. APPLICABLE LAW**

This agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **10. GENERAL**

- a.** The headings in this Agreement are for convenience of reference only and shall not affect the meaning or construction of the terms and conditions contained in this Agreement.
- b.** No waiver by Samsung or Tech Data of any breach of this agreement shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- c.** This Agreement cannot be assigned or transferred by the Customer, nor can this Agreement be modified (or any provision waived or modified) except by written instrument signed by Tech Data or its authorized agent. This Agreement constitutes the

entire agreement between Tech Data and the Customer; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use or rental of the Equipment, other than as set forth herein.

## **11. PERSONAL INFORMATION AND YOUR PRIVACY**

You confirm to Tech Data Canada Corporation and Samsung Electronics Canada Inc. that you consent to the collection, use and disclosure of your personal information including, without limitation, your name, address, email address, phone number, credit card and other financial information (“Personal Information”) that is gathered about you through our website SamsungPromotions.ca the “Website”) in connection with your enrollment in the Program and the disclosure of the Personal Information to third parties who may further collect, use, disclose and share the Personal Information as required to enable us or such other third parties and ancillary fulfilment service providers that we or others determine are necessary for the administration and operation of the Program (collectively, the “Permitted Third Parties”) who may use the Personal Information to: (a) process your enrollment in the Program, (b) process payment and to deal with all matters related to billing and collection of money owed pursuant to the Program, (c) deliver products and services to you as part of the Program, (d) communicate with you whether directly or indirectly (including through a mobile application) regarding the Program and your status within the Program, (e) provide you with effective customer service, (f) improve the Program, (g) remit applicable taxes, (h) comply with legal and regulatory requirements; (i) collect products from you (collectively the “Purposes”). By submitting your Personal Information you agree that the Permitted Third Parties may rely on the consents granted herein. Your Personal information will be collected, stored, used, disclosed and shared in accordance with the Samsung’s Privacy Policy available at <http://www.samsung.com/ca/info/privacy.html>.