

# The Samsung Members – Break the Rules Challenge

## OFFICIAL CONTEST RULES AND REGULATIONS

Open to Canadian Citizens and Permanent Residents of Canada (excluding Quebec)

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- 1. NO PURCHASE NECESSARY:** The Samsung Members Break the Rules Challenge (the “**Contest**”) is sponsored and administered by Samsung Electronics Canada Inc., 2050 Derry Road West, Mississauga, ON L5N 0B9 (the “**Sponsor**”). The Contest begins at 12:00:00 Eastern Time (“**ET**”) January 26<sup>th</sup>, 2022 and ends at 11:59:59 PM ET on February 2<sup>nd</sup>, 2021 (the “**Contest Period**”).
- 2. THE CONTEST:** The Contest gives entrants the opportunity to post lifestyle photo(s) and description showing the way you think outside the box from typical New Year’s resolutions and how you move forward in a new way to the Samsung Members Lifestyle Community. Please note: Entrants may add multiple photos to one post, but can only submit one post. Entrants will post their photo(s) and comments on the Break the Rules Challenge community board thread in Samsung Members at <https://r1.community.samsung.com/t5/canada/ct-p/ca> (the “**Contest Platform**”) during the Contest Period, to be entered into a selection process to choose two (2) Finalists (as defined below) who will receive a Prize (see rule 6) based on their photo(s) and description (see rule 5) and the judging criteria (see rule 7).
- 3. ELIGIBILITY:** To enter and be eligible to win, you must be a Canadian citizen or permanent resident of Canada (excluding the province of Quebec) who has reached the age of majority at time of entry in the province or territory in which you reside. You must be a Member of the Samsung Members Community. Becoming a Member of the Samsung Members Community is free. To become a Samsung Member, please register your membership by accessing the Samsung Members App on your Samsung Galaxy device. The following persons are not eligible to enter the Contest: (i) employees, shareholders, officers, directors, agents, representatives, and advertising and promotional agencies of the Sponsor, and its subsidiaries and affiliates (collectively the “**Excluded Persons**”); (ii) members of any Excluded Person’s immediate family (regardless of where they live); (iii) persons who are domiciled with any Excluded Person (whether related to the person or not); and (iv) professional actors, announcers or other persons belonging to any union such as ACTRA or SAG or any person whose performance might be subject to the payment of royalties or other fees. In these official Contest rules and regulations (the “**Official Rules**”), “immediate family” includes mother, father, brothers, sisters, sons, daughters, partner or spouse.
- 4. HOW TO ENTER:** To enter the Contest, go to your Samsung Members App during the Contest Period, either click on the Challenge banner that appears on the screen or go to the “Featured Posts” section of Samsung Member App, and complete the following steps:
  - Use your smartphone to capture lifestyle photos or photos showing the way you think

**outside the box from typical New Year’s resolutions and how you move forward in a new way.**

- **Upload the photos to the Samsung Members Community at <https://r1.community.samsung.com/t5/canada/ct-p/ca> in the Break the Rules Challenge featured post thread by creating a comment.**
- **Include the following in your post: Provide a description showing the way you think outside the box from typical New Year’s resolutions and how you move forward in a new way with your photos and add the hashtags: #SamsungMembers#Breaktherules2022#SamsungContest#GalaxyUnpacked#withGalaxy to indicate your entry into the Contest.**

Limit of one (1) entry per person per Samsung Member Nickname ID. Any duplicate Entries will be **disqualified**. You may only use one (1) Samsung Member Nickname ID to enter the Contest, follow the process set out above and need to include the hashtags: **#SamsungMembers#Breaktherules2022#SamsungContest#GalaxyUnpacked#withGalaxy** to indicate your entry into the Contest. These Official Rules will be available on the Contest Platform. Any person who is found to have entered in a fashion not sanctioned by these Official Rules and/or has submitted more than the number of entries permitted by these Official Rules will be disqualified. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete entries, which will be void. All Entries become the property of the Sponsor upon receipt and none will be returned. All Entries must be received on or before 11:59:59 PM ET on February 2<sup>nd</sup>, 2022 (the “**Contest Closing Date**”).

The person submitting the Entry will be deemed to be the Entrant. By entering, you understand that all or any portion of your Entry may (in Sponsor’s sole discretion) be posted on the Contest Platform, and other Sponsor-selected media including social media. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed to be the account holder.

Prior to being posted on the Contest Platform, an Entry will be reviewed to determine whether it meets the criteria for an Entry into the Contest. All Entries posted on the Contest Platform become the property of the Sponsor upon receipt by the Sponsor and none will be returned or removed, except in the sole discretion of the Sponsor.

**5. SUBMISSION CONTENT.** Each Entry must:

- Be in English;
- include lifestyle photos created by the Entrant capturing the way you think outside the box from typical New

Year's resolutions and how you move forward in a new way using their smartphone device, provide a brief description of their photos and include hashtags: **#SamsungMembers#Breaktherules2022#SamsungContest#GalaxyUnpacked#withGalaxy** to indicate your entry into the Contest

- iii. in the sole and unfettered discretion of the Sponsor, is suitable for all persons to read;
- iv. not contain any, sexually explicit, disparaging, discriminatory, libelous or other inappropriate language of any kind whatsoever;
- v. not contain any language suggesting or encouraging illegal activity;
- vi. not contain anything that infringes or that may infringe anyone's rights, including intellectual property rights;
- vii. not contain any personal information;
- viii. not contain any copyrighted works (other than as owned by the Entrant) or third party content that may be subject to and protected by intellectual property laws; and
- ix. contain entirely original materials produced or created by the Entrant that are owned by the Entrant and that have never before been distributed, shown publicly or published, or selected as a winner in any other contest.

**Only Entries that comply with the foregoing requirements will receive an Entry into the selection process (see rule 7). The Sponsor will be the sole judge of whether an Entry complies with the foregoing requirements.**

**There shall be no appeal from a decision of the Sponsor.**

**The sole determinant of when an Entry was submitted shall be the Sponsor's server machine(s).**

Each Entry satisfying the requirements set out above in section 5 and submitted in accordance with these Official Rules will, subject to the discretion of the Sponsor, be an eligible Entry. The Sponsor reserves the right to use and/or modify the Entry at its own discretion.

BY SUBMITTING AN ENTRY, YOU ARE REPRESENTING AND WARRANTING THAT YOUR ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES.YOUR REPRESENTATIONS AND WARRANTIES ARE CONTINUING REPRESENTATIONS AND WARRANTIES. THEY MUST BE TRUE AT ALL TIMES DURING THE CONTEST. THE RELEASEES (AS DEFINED IN RULE 9) WILL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, REGARDING THE USE OF THE ENTRY BY THE SPONSOR. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE RULES.

**6. PRIZE:** There are two (2) prizes available to be won, consisting of the following:

- Prize 1: one (1) Unpacked Live at Home Kit provided by Samsung and digital access to the Live Unpacked event

on August 11, 2021 (approximate value \$313 CAD).

- Prize 2: one (1) Unpacked Live at Home Kit provided by Samsung and digital access to the Live Unpacked event on August 11, 2021 (approximate value \$313 CAD).

**SELECTION PROCESS:** The selection process will take place as follows:

- i. All Entries will be judged by Sponsor on February 4<sup>th</sup>, 2022 at 10:00 AM EST (the “**Selection Date**”) at Samsung Electronics Canada Inc. (2050 Derry Road West, Mississauga, ON L5N 0B9) from all eligible Entries received during the Contest Period by a judging committee consisting of three (3) judges comprised of representatives of the Sponsor. The panel of judges will evaluate the eligible Entries based on the following criteria (all weighted equally):
  - i. Creativity in demonstrating through their photo how they think outside the box from typical New Year’s resolutions and how they move forward in a new way – 25%;
  - ii. Description of photos, use of the hashtag – 25%;
  - iii. Originality of the photos – 25%
  - iv. Grammar and writing style – 25%;

All Criteria will have equal weight and will be applied in the sole discretion of the judging panel. Each Entry will be given a score (the “**Score**”) by the judges. There are no appeals. The two (2) contestants with the Entry that received the top two (2) highest scores from all eligible Entries will be deemed to be the “**Finalist**” (each a “**Finalist**”) Odds of being chosen as a Finalist depend on the number of eligible Entries submitted during the Contest Period and on the score given by the judges to the Entries based on the quality of the submission. In the event of a tie between the Finalists with the top scores, the Entries that are tied will be scored again by the panel of judges in accordance with the criteria set out above to determine the winner. The Finalist will receive the Prize set out in Rule 6(i) above.

## **7. AWARD:**

- (i) For the Prize, the Sponsor will attempt to contact the Finalist by email three (3) times within forty-eight hours of the Selection Time. If the Finalist (i) cannot be reached within twenty-four (24) hours of the notification, (ii) declines the Prize, (iii) fails to correctly answer the skill testing question (see rule 9), or (iv) fails to return the properly executed Declaration of Eligibility and Waiver of Liability Form (the “**Waiver**”) within the specified time (see rule 9) then he/she will be disqualified and the Finalist with the next highest score will be selected and to repeat the process above until such time as contact is made by email with a Finalist or there are no more Finalist, whichever comes first.

- 8. WAIVER:** Each Finalist will also be required to (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill testing question; and (ii) sign a Waiver confirming his/her (a) eligibility for the Contest and compliance with these Contest Rules; (b) acceptance of a Prize as offered; (c) release of the Sponsor and its parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “**Releasees**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and (d) grant to the Sponsor the unrestricted right, in the Sponsor’s sole discretion, to produce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Entry and Finalist winner or Selected Entrant’s name, photograph, video, likeness, image, appearance, voice and biographical information in television, radio, print and internet advertising and in any and all media now known or hereafter devised, in connection with the Contest and for the purpose of the promotion, advertising and exploitation thereof indefinitely, without the further written consent of the Finalist winner or Selected Entrant. The Waiver must be returned within the time period specified on the Waiver or the Prize will be forfeited. The Finalist may be required to present a piece of government issued photo I.D for proof of appearing in the winning Entry.
- 9. GENERAL:** By entering the Contest, entrants agree to abide by the Official Rules and the decisions of the Sponsor, judges and independent contest organization with respect to all aspects of the Contest, which are final.
- 10. LOSS OR DAMAGE:** The Sponsor accepts no responsibility for loss, damage or claims caused by or resulting from the Contest or the Prize associated with this Contest. By entering and accepting the Prize, each winner consents to the use of his/her name, address (city and province) and/or photograph, without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to this Contest.
- 11. DISPUTES:** In the event of a dispute, Entries will be deemed to have been submitted by the authorized account holder (defined below) of the email address submitted at the time of Entry. “Authorized account holder” is defined as the person who is: assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address with the selected entry, and who is the owner of the social media handles as provided under this Contest. If the identity of an entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address.

- 12. QUESTIONS:** All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein in respect of residents of the other Canadian provinces/territories, without regard to conflicts of law principles. Any attempt by a participant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest could be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.
- 13. CONTEST CANCELLATION:** The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, including as a result of tampering or infection by computer virus, the Sponsor reserves the right to cancel the Contest and conduct the selection process from all previously received eligible entries received by the date of cancellation of the Contest. The Sponsor shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest, including, but not limited to, any damage to an Entrant's computer equipment, system, software or any combination thereof, as a result of the Entrant's participation in this Contest.
- 14. SUBMISSION OF ENTRY:** By submitting an Entry, you grant the Sponsor a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, and display the Entry in any media formats and through any media channels. Upon entry each Entrant irrevocably waives all moral rights protecting the Entry in favour of the Sponsor. Entries, may, throughout the Contest and thereafter, be distributed, used, reproduced, exhibited, donated, sold and/or displayed by the Sponsor on its website or otherwise, which rights are granted by an entrant to the Sponsor upon entry, all without notice or compensation to entrant. No correspondence will be entered into except with the potential winners after the Contest Closing Date. This Contest is subject to all applicable federal, provincial, territorial and municipal laws. Selected Entrants will be requested to consent to the collection, use, retention and disclosure of additional personal information for the purpose of conducting background checks and criminal records checks and for the purpose of evaluating the Entries.
- 15. PRIVACY:** The Sponsor respects your right to privacy. Personal information collected from Entrants will only be used by the Sponsor to administer the Contest, and only if consent is given at the time of entry, to provide the Entrants with information regarding upcoming promotions and/or events from the Sponsor. You are providing this information to the Sponsor. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please refer to the Sponsor's privacy policies, which are available at <http://www.samsung.com/ca/info/privacy.html>).

**16. RELEASE AND INDEMNITY:** BY ENTERING THIS CONTEST, YOU HEREBY RELEASE AND HOLD HARMLESS THE SPONSOR THEIR AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, DIVISIONS, ADVERTISING AND PROMOTIONAL AGENCIES AND THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASED PARTIES") FROM ANY LIABILITY, CLAIM OR DAMAGE (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, BODILY INJURY, DISABILITY, DEATH, PROPERTY DAMAGE AND LOSS OR DAMAGE OF ANY OTHER KIND) ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM OR IN CONNECTION WITH THIS CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES, OR ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF PERSONAL INFORMATION OR, IF DECLARED A WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). YOU WILL HOLD ALL OF THE RELEASED PARTIES HARMLESS IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR THE AWARDED OF THE PRIZE, AS THE CASE MAY BE.