

The Samsung Members Show Your Love for Galaxy
OFFICIAL CONTEST RULES AND REGULATIONS

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

- 1. NO PURCHASE NECESSARY:** The Samsung Members Show Your Love for Galaxy (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**”) on January 15th, 2020 and ends at 11:59:59 PM ET on January 22th, 2020 (the “**Contest Period**”).
- 2. THE CONTEST:** The Contest gives entrants the opportunity to show their love for Galaxy devices in the Samsung Members Lifestyle Community. Entrants will post their photo or video to the community post section in Samsung Members at <https://r1.community.samsung.com/t5/Others/bd-p/ca-community-other> (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 the Prizes (see rule 6) based on their written submission (see rule 5) and the judging criteria (see rule 7.i).
- 3. ELIGIBILITY:** To enter and be eligible to win: (1) you must be a legal resident of Canada (excluding residents of Quebec) who has reached the age of majority in his or her province or territory of residence; (2) you must be a Member of the Samsung Members Community (“**Samsung Member**”). Becoming a Samsung Member is free. To become a Samsung Member, please register your membership by accessing the Samsung Members App on your Samsung Galaxy device; (3) you must be willing to travel to San Francisco, California, USA to attend the Galaxy Unpacked event (as described below). The following persons are not eligible to enter the Contest: (i) employees, shareholders, officers, directors,

agents, representatives of the Sponsor and its advertising and promotional agencies, and each of their respective 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 banner that appears on the screen or go to the “News and Tips” section of the Samsung Members App, and complete the following steps:

- **Upload your best picture or video shot demonstrating your love for Galaxy devices by way of a post to the Samsung Members Community at <https://r1.community.samsung.com/t5/Others/bd-p/ca-community-other> , click on New Post, Select “Community > others”.**
- **Include a title in your post: Show Your Love for Galaxy and add the hashtags #SamsungMembers, #LoveForGalaxy, #SamsungContest #userdevicename (ie. #GalaxyS10) to indicate your entry into the Contest.**

Limit of one (1) Entry (consisting of a Photo or Video and a description or comment, and hashtags #SamsungMembers, #LoveForGalaxy, #SamsungContest, #userdevicename (ie. #GalaxyS10) all as described above) per person per Samsung Member Nickname ID. You may only use one (1) Samsung Member Nickname ID to enter the Contest. These Official Rules will be available on the Contest Website. 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 may 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. Neither the Sponsor will 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 January 22nd, 2020 (the “**Contest Closing Date**”).

The Samsung Member indicated as having submitted the Entry will be deemed to be the Entrant. By entering into the Contest, you understand that all or any portion of your Entry may (in Sponsor’s sole discretion) be posted on the Sponsor-selected media, including, without limitation, social media. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed to be the applicable Samsung Member account holder, as the case may be.

All entries will be reviewed by the Sponsor in order to determine whether it meets the criteria for an Entry into the Contest, as stated more fully herein.

5. SUBMISSION CONTENT. Each Entry must:

- i. be in English;
- ii. include a Photo or Video showcasing your Love for your Galaxy device created by the Entrant;
- iii. include a comment describing the Photo or Video, which includes the hashtags #SamsungMembers, #LoveForGalaxy, #SamsungContest, #userdevicename (ie. GalaxyS10);
- iv. in the sole and unfettered discretion of the Sponsor, is suitable for all persons to read;
- v. not contain any sexually explicit, disparaging, discriminatory, libelous or other inappropriate language of any kind whatsoever;
- vi. not contain any language suggesting or encouraging illegal activity;
- vii. not contain anything that infringes or that may infringe anyone's rights, including intellectual property rights;
- viii. not contain any personal information or any photograph, video, image, appearance, voice or likeness of a third person;
- ix. 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;
- x. 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;
- xi. be submitted only once.

Only Entries that comply with the foregoing requirements will be entered into the selection process (see rule 6). 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 this Rule 4 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. YOU REPRESENTATIONS AND WARRANTIES ARE

CONTINUING REPRESENTATIONS AND WARRANTIES. THEY MUST BE TRUE AT ALL TIMES DURING THE CONTEST. THE RELEASED PARTIES (AS DEFINED IN RULE 16) 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. **PRIZES:** There are two (2) prizes (each a “**Prize**” and collectively, the “**Prizes**”) available to be won in total, consisting of the following:

(i) two Prizes (each Prize consisting of the following: one (1) a trip for the winner and access to the Galaxy Unpacked event, including:

(a) flights from/to the nearest airport to the winner’s place of residence to/from San Francisco, California, USA, departure which may vary depending on the city of departure) for one (1) person from February 10th, 2020 to February 13th, 2020, which dates may be subject to change at the Sponsor’s discretion and weather permitting (average retail value of \$2,000 based on a Toronto, Ontario departure),

(b) transfers to and from the airport for one, as arranged by the Sponsor (average retail value of \$200), (c) hotel accommodations based on single occupancy for four (4) nights in San Francisco, California, USA for one (1) in a four-star hotel of Sponsor’s choice (average retail value of

\$3,000), (d) one (1) pass to attend the Galaxy Unpacked event on February 11th, 2020 which includes exclusive access to an invite only press conference hosted by Samsung (average retail value of \$1,300), (e) one (1) Samsung Galaxy smartphone of Sponsor’s choice (average retail value of \$1,500). The total average retail value of a Prize is

\$8,000.00 (based on Toronto, Ontario departure which may vary depending on the

city of departure). The Prize winner must have valid travel documents for travel to San Francisco, California, USA including a valid passport with at least 6 months remaining on it and the winner must have reached the age of majority at time of entry in the province or territory in which they reside. **THE WINNER MUST EACH BE AVAILABLE TO TRAVEL ON THE DATES ASSIGNED BY THE SPONSOR OR THE ENTIRE PRIZE WILL BE FORFEITED.** All departure taxes (at the time of booking), transfers to and from the airport, one meal per day (as arranged by the Sponsor), emergency medical, flight cancellation insurance and emergency evacuations will be covered by the Sponsor. Fuel, gasoline and currency surcharges, passports, gratuities, laundry services, entertainment, excursions, merchandise, souvenirs, local and long distance telephone calls, any and all personal

expenses of any kind or nature, and all other costs and expenses not forming part of the Contest and not specifically stated as included herein are the sole responsibility of the winner. Travel arrangements must be made through the Sponsor. The winner must travel according to the same travel itinerary. No frequent flyer miles will be available for this trip. In the event that the winner does not use any portion of a Prize, there will be no extension, transfer, substitution or any kind of compensation provided. A Prize must be accepted as awarded without substitution and is not transferable, not for resale and has no cash surrender value. The Sponsor reserves the right, in the event that a Prize or any component of a Prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability. No responsibility is assumed by the Sponsor for any cancelled, delayed, suspended or rescheduled components of a Prize for any reason whatsoever. Transportation and accommodation are subject to availability, blackout periods, government restrictions and regulations, hotel, airline, airport or other transportation restrictions and regulations. Other restrictions may apply. Travel dates are subject to travel provider availability. Limit of one (1) Prize per person.

7. SELECTION PROCESS:

All Entries will be judged by the Sponsor on January 24th, 2020 at 12:00 PM EST (the “**Selection Date**”) at the offices of Samsung Electronics Canada Inc. located at 2050 Derry Road West, Mississauga, Ontario from all eligible Entries received during the Contest Period by a judging committee consisting of five (5) 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. Quality of the Photo or Video, resolution (HD), composure, shadows, lighting, framing, etc.) – 25%;
- ii. Description of the Photo or Video, – 25%;
- iii. Originality of the Photo or Video subject and comments – 25%

- iv. Quality of the description including writing style, use of language, punctuation and grammar– 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 therefrom. The two (2) Entrants with the Entries that received the highest scores from all eligible Entries received will be deemed to be the “**Finalists**” (each a “**Finalist**”). In the event of a tie between two or more Finalist Entries based on the total score, the tied Entries will be ranked against each other based on the criteria set out above by the panel of judges and the Finalist with the Entry (from among all such Entries that are tied) with the highest-rank based on the criteria as determined by the judging panel will be deemed to be the winner. 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.

8. **AWARD:** For any Prize, will attempt to contact the Finalist by email three (3) times within forty- eight (48) hours of the Selection Date. 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 8), or (iv) fails to return the properly executed Waiver within the specified time (see rule 8) 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 Finalists, whichever comes first.
9. **RELEASE:** Each potential Finalist winner 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, Inc. and each of their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, shareholders, prize suppliers, agents, , licensees, representatives, advertising, media buying and

promotional agencies (collectively, the “**Releases**”) 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 any 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 the potential Finalist winner'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 potential Finalist winner. The Waiver must be returned within the time period specified on the Waiver or the Prize will be forfeited. The potential Finalist winner may be required to present a piece of government issued photo identification for proof of appearing in the winning Entry. Each Prize will be coordinated by the Sponsor with the Prize winner within one (1) week of receipt and verification of his/her Waiver.

10. **GENERAL:** By entering the Contest, Entrants agree to abide by the Official Rules and the decisions of the Sponsor, and judges with respect to all aspects of the Contest, which are final.
11. **LIABILITY:** Neither the Sponsor accepts any responsibility for losses, damages or claims caused by or resulting from participation in the Contest, participation in any Contest-related activity or the acceptance, use or misuse of any Prize or Prize component associated with this Contest. By entering and accepting a prize, each winner consents to the use of his/her name, address (city and province), photograph, video, likeness, image, appearance, voice and biological information, without further notice, consent or compensation, in connection with any publicity carried out by or on behalf of the Sponsor with respect to this Contest, including in television, radio, print and internet advertising and in any other media now known or hereafter devised.
12. **DISPUTE:** 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.

13. GOVERNING LAW: 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, without regard to conflicts of law principles. Any attempt by an Entrant or any other individual to deliberately damage the Contest 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.

14. AMENDMENTS: 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.

15. LICENSE: By submitting an Entry, you grant the Sponsor a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, publish, distribute, broadcast, exhibit, translate, adapt, convert, prepare derivative works of, and display the Entry (including the Photo or Video and the comment submitted) 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, published, broadcast, exhibited, translated, adapted, 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 further notice, consent or compensation to Entrant. No correspondence will be entered into except with the potential winners after the Contest Period. This Contest is subject to all applicable federal, provincial, territorial and municipal laws. Selected Entrants may be requested to consent to the collection, use, retention and disclosure of additional personal information for the purpose of evaluating the Entries.

16. **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 separate 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, which will share the information with 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 policy, which are available at <http://www.samsung.com/ca/info/privacy.html>).

17. RELEASE AND INDEMNITY: BY ENTERING THIS CONTEST, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, YOU HEREBY RELEASE AND HOLD HARMLESS THE SPONSOR, AND EACH OF THEIR AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, DIVISIONS, ADVERTISING AND PROMOTIONAL AGENCIES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASED PARTIES") FROM ANY LIABILITY, CLAIM OR DAMAGE (INCLUDING BUT NOT LIMITED TO COSTS, INJURIES AND LOSSES RELATED TO PERSONAL INJURY, BODILY INJURY, DISABILITY, DEATH, PROPERTY DAMAGE, DESTRUCTION AND LOSS OR DAMAGE OF ANY OTHER KIND), RIGHTS OF PRIVACY, DEFAMATION OR PORTAYAL IN A FALSE LIGHT, OR FROM AND ALL CLAIMS 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, ANY PRIZE (INCLUDING ANY USE OR MISUSE OF ANY 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 AWARDING OF ANY PRIZE, AS THE CASE MAY BE.