

OFFICIAL CONTEST RULES

SAMSUNG FLEX YOUR DESIGN CONTEST (THE "CONTEST")

THE CONTEST IS SPONSORED BY SAMSUNG ELECTRONICS CANADA INC. ("SPONSOR"), 2050 DERRY ROAD WEST, MISSISSAUGA, ON L5N 0B9. THE CONTEST IS ADMINISTERED BY MOSAIC SALES SOLUTIONS OPERATING CO. ("ADMINISTRATOR"), 100 LIBERTY STREET TORONTO, ON M6K 3L7.

No purchase necessary to enter or win. Void where prohibited. This Contest will run in accordance with these Rules. The Sponsor reserves the right, subject to any required approval of any regulatory authorities, to cancel, amend, modify or terminate this Contest or these Official Rules at any time in its sole discretion and without further notice. Changes to these rules will be posted online at samsung.com/ca/flexyourdesign. You must comply with these Official Rules and by participating in the Contest, you hereby agree to these Official Rules.

A. ENTRY DATE:

The Contest begins at 12:00:01 a.m. Eastern Standard Time ("**EST**") on Friday May 11, 2023 and ends at 11:59:59 p.m. EST on Tuesday, June 20, 2023 ("**Contest Entry Period**").

B. ELIGIBILITY:

The Contest is open to legal residents of Canada who have reached the age of 16 or over. Where you have not yet reached the age of majority in your province or territory of residence, you must have the consent of a parent or legal guardian to participate in the Contest. Employees of the Sponsor or the Administrator, not-for-profit organizations that are supporting the Sponsor or Administrator with the promotion, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers (collectively the "Contest Entities"), 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 any of the foregoing individuals, whether or not related, are ineligible to participate or win a prize. Subject to all applicable federal, provincial and local laws and regulations.

C. HOW TO ENTER:

To enter, proceed to samsung.com/ca/flexyourdesign. Participants are required to create and submit their own design for a new Galaxy Z Flip4 smartphone case using the template provided as set out below. You must submit your design (the "**Contestant-Generated Content**") on the samsung.com/ca/flexyourdesign website during the Contest Entry Period and in the correct specifications as outlined below.

Steps for Entry:

1. Download the Galaxy Z Flip4 template from samsung.com/ca/flexyourdesign.
 - a. The template will be available in PDF format for ease of access.

2. Use your chosen design software to create your design.
 - a. The design must adhere to these Contest Rules.
3. Once you are happy with your design, proceed to samsung.com/ca/flexyourdesign to upload the finished product.
 - a. Uploads must be in PDF, JPEG or PNG format, and files may not exceed 10MB in size.
 - b. If you are under the age of majority in your province or territory, you will additionally need to provide a signed parental/guardian consent form, as found on samsung.com/ca/flexyourdesign.

There is a limit of **one (1)** entry per person. If you exceed the permitted number of entries per person, you will be disqualified. Entries must be received before the Contest Period expires. Each fully completed entry will be an “entry” for purposes of the Contest, and only fully completed entries will be accepted and eligible for entry into the Contest. Entries that are in any way fraudulent, illegible, altered, mutilated or tampered with, in the sole discretion of the Contest Sponsor, will be declared invalid.

Your Contestant-Generated Content must never have been previously exhibited publicly outside of this Contest or selected as a winner in any other Contest. To be eligible for entry in this Contest, your Contestant-Generated Content must meet the following specific requirements:

1. The file uploaded for submission is in PDF format.
2. The file uploaded for consideration does not exceed 10MB.
3. The design has been created solely using the template provided on samsung.com/ca/flexyourdesign.
4. The design adheres to the Representations and Warranties as outlined below in section G, as well as the remainder of these Rules.

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE CONTESTANT-GENERATED CONTENT COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES (AS DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, REGARDING THE USE OF THE CONTESTANT-GENERATED CONTENT BY THE CONTEST 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.

D. PRIZES:

There is a total of three (3) prize packages available to be won (collectively, the “Prizes” and each individually a “Prize”) each consisting of a \$2500 cash prize (by way of a cheque) plus a Galaxy Prize Pack made up of a Galaxy Z Flip4 smartphone, Galaxy Watch5 smartwatch, and a Galaxy Tab S8 Ultra (valued at \$3,719.97 based on MSRP) each selected by the Sponsor.

The approximate retail value of each Prize, in Canadian dollars, is as follows: \$2,500 cash prize, \$1,259.99 Galaxy Z Flip4, \$559.99 Galaxy Watch5 Smartwatch, and \$1,899.99 Galaxy Tab S8 Ultra, for a total Prize value of \$6,219.99 per Prize. Each Prize must be accepted as awarded without substitution, and is not redeemable for cash. A Prize may be substituted by the Contest Sponsor only

with an alternate prize of equal or greater value in the Contest Sponsor's sole discretion, subject to any required regulatory approvals.

The Administrator will make three (3) attempts to contact you, if you are a selected contestant, by telephone or by email within seven (7) business days of the Contact Date (outlined below). If any e-mail to a selected contestant is undeliverable, any phone number provided by a selected contestant is incorrect or no longer in service, a response to any given e-mail or phone call is not received within three (3) business days of date of its issuance, any selected contestant declines the prize, or any selected contestant does not comply with these Rules, the opportunity to win the Contest may be forfeited and, at Sponsor's discretion, an alternate contestant may be selected from all eligible entries in accordance with the Judging Criteria set out below. The process noted above will be repeated until a selected contestant has been contacted and the Prize has been awarded in accordance with these Rules or Administrator runs out of eligible entries, whichever occurs first.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor or Administrator except for any manufacturer's warranty accompanying the Samsung products. Winners will be responsible for any expenses associated with acceptance and use of the prize except as expressly stated in these Official Rules. All prize details are at the sole discretion of the Sponsor.

Odds of winning depend upon the total number of eligible entries received during the Contest Entry Period and the quality of the submissions.

IF YOU ARE A SELECTED WINNER, YOU MUST, BEFORE BEING DECLARED A WINNER: (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill testing question; and (ii) execute and deliver to the Administrator within the time specified by the Administrator a Declaration of Eligibility and Waiver of Liability Form (the "**Waiver**") in a form acceptable to the Sponsor, confirming your compliance with these Rules, acceptance of the Prize as awarded without substitution, and releasing the Sponsor, the Administrator, each of their affiliates and related third parties, advertising and promotional agencies, and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns (collectively the "**Released Parties**") from any liability in connection with this Contest, your participation therein and/or the awarding and use/misuse of the Prize or any portion thereof. If you are under the age of majority in your province or territory of residence, you must have a parent or legal guardian co-sign the Waiver in order to receive a Prize. All required documents must be executed and returned prior to receiving a Prize. Declining the Prize, failing to return one of the Administrator's attempts to contact you within the times noted above, failing to comply with these Rules, failing to correctly answer the mathematical skill testing question or failing to execute and deliver to the Administrator the Waiver within the specified time will cause the Prize to be forfeited by you and a new contestant will be selected by the Judges from the remaining eligible entries to select another contestant in accordance with the provisions noted above.

If you are a selected contestant, the Prize will be delivered to you as follows: (i) the portion of a Prize consisting of Samsung products will be delivered to the selected contestant's home address provided on the entry form within 6-8 weeks following selection; and (ii) the cash prize portion of a Prize, consisting of a cheque worth \$2,500.00, will be mailed, through regular letter mail, to the

selected contestant's home address provided on the on the entry form within 6-8 weeks following selection.

E. JUDGING OF CONTESTANT-GENERATED CONTENT

All eligible entries received during the Contest Entry Period will be judged based on the following criteria by a panel of qualified judges selected by the Sponsor. The judging panel will consist of three (3) judges as chosen by the Sponsor that are artists. Entries will be saved as a PDF and sent electronically to all judges and graded individually by each judge at their place of residence in accordance with a scorecard provided by the Sponsor that contains the criteria set out below. Judging will be completed on June 19 and June 20, 2023 and will be based on the following criteria:

- 50% Originality, Uniqueness, and 'Out of the Box creation" of the Design
- 40% Practicality of Design for Case
- 10% Quality of submission

Subject to verification of eligibility and compliance with these Official Rules, a maximum of three (3) entries, with the highest scores will be deemed Winners. In the event of a tie based on the values provided the judges to the Design in accordance with the scorecard set out above, an additional "tie-breaking" judge, as selected by the Sponsor, will determine the entrant to be selected as a Winner.

The judging of all Contestant-Generated Content will take place on June 19, 2023 and June 20, 2023. The three (3) Winners will be contacted by the Administrator on June 21, 2023 (the "Contact Date"). The Winners will be announced on samsung.com/ca/flexyourdesign on or about June 28, 2023, provided that these Official Rules are complied with.

F. SCREENING OF CONTESTANT-GENERATED CONTENT

The Contest Sponsor will initially screen Contestant-Generated Content within 72 business hours of receipt by the Sponsor, through the submission platform. Any submission that the Contest Sponsor deems, in its sole discretion, to violate your representations and warranties or any of the terms and conditions set forth in these Rules will not be posted. The Contest Sponsor reserves the right, in its sole discretion, to modify or edit any Contestant-Generated Content, or to request that you modify or edit your Contestant-Generated Content for any other reason prior to being posted.

Contestant-Generated Content accepted for submission will be posted on samsung.com/ca/flexyourdesign and you will receive an email notification from the Contest Sponsor indicating that the entry has been posted.

THE POSTING OF YOUR CONTESTANT-GENERATED CONTENT DOES NOT CONSTITUTE ACCEPTANCE THAT YOUR CONTESTANT-GENERATED CONTENT COMPLIES WITH THESE RULES, INCLUDING YOUR REPRESENTATIONS AND WARRANTIES LISTED BELOW. YOUR CONTESTANT-GENERATED CONTENT MAY BE REMOVED AT ANY TIME IN THE EVENT THAT THE CONTEST SPONSOR DETERMINES THAT YOUR CONTESTANT-GENERATED CONTENT FAILS TO COMPLY WITH THESE RULES, INCLUDING YOUR REPRESENTATIONS AND WARRANTIES LISTED BELOW.

G. YOUR REPRESENTATIONS AND WARRANTIES:

You represent and warrant that your Contestant-Generated Content:

- (a) is original and that you have or have obtained all necessary rights in and to the Contestant-Generated Content and all of its components to enter the Contestant-Generated Content in the Contest. For example, you must have permission to use any and all artwork, and photographs contained in the Contestant-Generated Content, as well as consent of the photographer, if applicable;
- (b) does not violate any law, statute, ordinance or regulation;
- (c) does not contain any reference to or likeness of any identifiable third parties;
- (d) will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- (e) is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following:
 - (i) nudity, explicit, graphic or excessive sexual activity;
 - (ii) crude, vulgar or offensive language and/or symbols;
 - (iii) derogatory characterizations or generalizations of any ethnic, racial, sexual or religious groups;
 - (iv) content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct;
 - (v) personal information of individuals, including without limitation, names and addresses (physical or e-mail);
 - (vi) photographs or images of individuals;
 - (vii) conduct or other activities in violation of these Rules;
 - (viii) commercial messages, claims, comparisons or solicitations for products or services, other than Samsung products or services;
 - (ix) any identifiable third party products and/or trade-marks, brands, logos or copyright. For example, any clothing worn by persons appearing in the Contestant-Generated Content must not contain any visible/identifiable logos, trade-marks or other third party materials, unless the necessary permissions/licenses have been obtained; and
 - (x) any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Contest Sponsor in its sole discretion.

YOUR REPRESENTATIONS AND WARRANTIES ARE CONTINUING REPRESENTATIONS AND WARRANTIES. THEY MUST BE TRUE AT ALL TIMES DURING THE CONTEST, IRRESPECTIVE OF WHETHER YOUR CONTESTANT-GENERATED CONTENT IS POSTED.

H. LICENCE TO USE CONTESTANT-GENERATED CONTENT

By entering the Contest and uploading the Contestant-Generated Content, you: (i) grant to the Sponsor and Administrator, in perpetuity, an exclusive license to publish, display, reproduce, modify, edit or otherwise use the Contestant-Generated Content, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waive all moral rights in and to the Contestant-Generated Content in favour of the Sponsor and Administrator; and (iii) agree to release and hold harmless the Released Parties and each of their respective agents, employees, directors, successors, and assigns against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action.

At any time during or subsequent to the Contest, the Sponsor may, in its sole discretion, modify, edit or remove any Contestant-Generated Content, or request that you modify or edit your Contestant-Generated Content, if a complaint is received with respect to the Contestant-Generated Content, or for any other reason.

I. GENERAL CONDITIONS:

- i. **AGREEMENT:** By entering the Contest and submitting Contestant-Generated Content, you agree to the publication, reproduction and/or other use of (i) your name, city of residence, statements about the Contest, and photograph or other likeness; and (ii) the Contestant-Generated Content, without further notice or compensation, in any publicity or advertisement carried out by the Sponsor or its advertising and promotion agencies in any manner whatsoever, including print, broadcast or on the Internet.

This Contest is subject to all applicable federal, provincial, territorial, and municipal laws and regulations. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on you without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entries.

- ii. **PRIZES:** Prizes do not include any ancillary services, products or data usage or other plans whatsoever. Except as set forth in the standard limited manufacturer's warranty, which is delivered contemporaneously with delivery of the Prize, each Prize is provided "as is", without any representations, warranties or conditions whatsoever, express or implied, and the Sponsor expressly disclaims any and all such representations, warranties and conditions. The Sponsor is not responsible for: (i) any damage to or loss of the Prize that may occur as a result of or in the course of delivery of the Prize, (ii) delivery of the Prize within a reasonable or specified time, or (iii) any costs associated with the installation or assembly of the Prize, if applicable. If you are a selected contestant, you are solely responsible for the reporting and payment of any taxes related to the receipt of a Prize.

- iii. **RESPONSIBILITY:** The Sponsor does not assume any responsibility for lost, stolen, delayed, damaged, illegible or misdirected entries or entries that have been submitted through illicit means or do not conform to these Rules, or for failure of the Contest website during the Contest Period, or for any problems or technical malfunction of any telephone network or lines, computer systems, servers, access providers, equipment, software, or for failure of any email or for traffic congestion on the internet or at any website, or any combination of any of these, or for any injury or damage to your computer or that of any other person including where such injury or damage is related to or arising from submitting an entry or playing or downloading any material in connection with this Contest.

The Sponsor reserves the right, in its sole discretion, to cancel or modify this Contest should the technological security, physical security or proper administration of the Contest be compromised for any reason.

- iv. **DISPUTES:** In the event of a dispute regarding who submitted an entry, entries will be deemed to have been submitted by the authorized account holder of the telephone number submitted at the time of entry. **“Authorized account holder”** is defined as the person who is assigned a telephone number by a telephone service provider or other organization (e.g. business, educational institute, etc.) that is responsible for assigning telephone numbers. You may be required to provide proof that you are the authorized account holder of the telephone number associated with the selected entry and that you have all necessary consents, permissions and/or licenses as required by these Rules. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Contest server machine(s). All entries are subject to verification by the Sponsor in its sole discretion. The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. You may also be required to provide proof that you are the contestant in respect of the selected entry. The Sponsor reserves the right, in its sole discretion, to disqualify any individual (and all of their entries) who tampers with the entry process. ANY ATTEMPT BY YOU OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- v. **RELEASE AND INDEMNITY:** BY ENTERING THIS CONTEST, YOU HEREBY RELEASE AND HOLD HARMLESS EACH OF THE 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 BREACH OF YOUR REPRESENTATIONS AND WARRANTIES, OR

ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF PERSONAL INFORMATION, OR ANY ALLEGATION THAT YOUR CONTESTANT-GENERATED CONTENT VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT OR, IF DECLARED A WINNER, ANY PRIZES (INCLUDING ANY USE OR MISUSE OF ANY PRIZES).

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.

- vi. **PERSONAL INFORMATION:** The Sponsor is collecting personal information about you for the purpose of administering this Contest. Your personal information will be used for the administration of the Contest, including contacting selected contestants, the awarding of the Prizes and in aggregated, non-personal form in order to create reports regarding contestant demographics and consumer habits, which reports the Sponsor may disclose to others. By entering this Contest, you consent to the collection, use, storage, sharing and disclosure by the Sponsor (and its officers, directors, employees, agents or representatives) of the personal information provided by you in Contest entries in accordance with the Sponsor's privacy policy (available at <http://www.samsung.com/ca/info/privacy.html>).
- J. **RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.