

SAMSUNG MOBILE ACCESSORIES OCULUS OFFER
TERMS AND CONDITIONS

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER.

VOID IN OTHER UNITED STATES TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.

VALID ONLY WHILE SUPPLIES LAST.
OFFER NOT VALID ON PURCHASES MADE ON AMAZON.COM

- 1. ELIGIBILITY:** The Samsung Mobile Accessories Oculus Offer (the "Offer") is open to legal residents of the fifty (50) United States and the District of Columbia, (the "Territory") who are at least 18 years old. Employees, officers and directors of Sponsor and the independent third party agency responsible for the administration of the Offer ("Administrator") and the parent companies, subsidiaries and affiliated entities of Sponsor and Administrator, and the immediate family members and those living in the same household as those individuals, are not eligible to participate in the Offer. Void outside of the Territory and where prohibited or restricted by law. Individuals who participate in this Offer are collectively referred to herein as "Participants," "you" and "your." Administrator reserves the right to request Participants to provide verification of identity and eligibility. Participation constitutes a Participant's full and unconditional agreement to these Terms and Conditions and Sponsor's and Administrator's decisions, which are within Sponsor's and Administrator's complete discretion, are final and binding in all matters related to the Offer.
- 2. THE PURCHASE PERIOD AND REDEMPTION PERIOD:** The "Purchase Period" begins on July 30, 2017 and ends on September 15, 2017, during which time Participants must make Qualifying Purchase (defined below). Offer not valid on purchases made on Amazon.com. A valid "Offer Claim Form" must be submitted (as set forth in Section 3) between July 30, 2017 at 10:00 AM Eastern Time ("ET) and September 22, 2017 at 11:59:59 PM ET, or while supplies remain available, whichever occurs first ("Redemption Period"). Limited quantity available as set forth in Section 4 below.
- 3. HOW TO PARTICIPATE:** A Participant must:

 - A.** During the Purchase Period, purchase a Gear VR controller ("Qualifying Purchase") (not valid on purchases made on Amazon.com); and
 - B.** During the Redemption Period, submit a valid Offer Claim Form by visiting www.GearVRPromo.com ("Website") and complete all of the following steps:

 1. Enter your valid e-mail address.
 2. Enter your complete first and last name (no initials), delivery address (no P.O. Boxes), city, state, ZIP Code, valid e-mail address. Participants will not be allowed to change their contact information for this Offer after submitting Offer Claim Form.
 3. Enter the date of the Qualifying Purchase and serial number.

4. Submit original register receipt on the Website documenting the Qualifying Purchase during the Purchase Period by following the on-screen prompts to upload a photograph or .PDF of the original register receipt showing the Qualifying Purchase. It is recommended that a Participant first print his/her complete name on the original register receipt, sign and date the receipt, and circle the Qualifying Purchase on the receipt before uploading the receipt. The file must be in .JPEG, .JPG, .GIF, or .PDF format.

The Qualifying Purchase can only be used to participate in one (1) Samsung offer. This Offer is not valid on purchases made on Amazon.com. Offer Claim Forms and Qualifying Purchase receipts must be submitted by 11:59:59 PM ET on September 22, 2017 to be valid. If participating using a mobile device, message and data rates may apply. Please consult your carrier for pricing plan information.

If more than one (1) Qualifying Purchase is included in an individual transaction, a Participant will be able to then submit the additional Qualifying Purchase information, including serial number of the additional devices included on the uploaded Qualifying Purchase receipt (if required). If a Participant purchased additional Qualifying Purchases in separate transactions, a separate Offer Claim Form must be submitted for each receipt.

A Qualifying Purchase must occur during the Purchase Period. Offer Claim Forms and Qualifying Purchase receipts must be submitted during the Redemption Period and include all requested information listed in these Offer Terms and Conditions and the Offer Claim Form. An Offer Claim Form or Qualifying Purchase receipt that contains a purchase date outside of the Purchase Period or Offer Claim Forms or receipts that are inaccurate or contain illegible or incomplete information will be rejected. **Limit one (1) Oculus content download per Qualifying Purchase.** Offer claims in excess of the foregoing limitation will not be honored or acknowledged.

Prior to submitting the Offer Claim Form and Qualifying Purchase receipt, it is strongly recommended that Participants print and maintain the original or a photocopy for themselves of all materials submitted. PARTICIPANTS SHOULD NOT SHOW OR GIVE AN OFFER CLAIM FORM OR RECEIPT TO ANY STORE EMPLOYEE.

Upon verification and approval of an Offer Claim Form and Qualifying Purchase receipt, each Participant will receive an e-mail notification of his/her approval status. In the event an Offer Claim Form or Qualifying Purchase receipt is rejected, Administrator will send a rejection e-mail with an explanation as to why the Offer Claim Form/receipt was rejected. Participants may submit a corrected Offer Claim Form and Qualifying Purchase receipt during the Redemption Period. A Participant will not be allowed to resubmit an Offer Claim Form more than one (1) time. All resubmissions must be completed within seven (7) days of the end of the Redemption Period. If the Participant fails to submit a corrected Offer Claim Form and receipt within seven (7) days of the end of the Redemption Period, the Offer claim will be forfeited. Administrator is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a Participant's privacy or spam filter settings which may divert any Offer-related e-mails to a spam or junk folder.

4. **OFFER ITEM DETAILS:** The Offer item is an Oculus content bundle (est. up to \$30 value total) redeemable as a digital download from the Oculus store ("Oculus Content"). There is a limit of one (1) Oculus Content per Qualifying Purchase, while supplies remain available. Upon verification of the Offer Claim Form and Qualifying Purchase receipt (determined by Sponsor

in its sole discretion), the Participant will be sent an email with a link to redeem his/her Oculus Content within 2-4 weeks (see below for complete redemption instructions). No more than 50,000 Oculus Content downloads will be available.

No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute the Offer item in case of unavailability of the Offer item for any reason, including a force majeure event. Each Participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Offer item received. All other costs and expenses not expressly set forth herein shall be solely the Participant's responsibility.

Oculus Content: To redeem the Oculus Content, you must first make a Qualifying Purchase and submit an Offer Claim Form as set forth above. Then, you must download the Oculus app, activate your Oculus ID (if you do not already have one) and enter your Oculus Content code on your Qualifying Purchase device by October 7, 2017. If properly redeemed, the Oculus Content will be available via your Oculus account. Approximate retail value of Oculus Content: up to \$30. Redemption and use of Oculus Content is subject to all applicable Oculus policies as presented to you at the time of account registration/activation. Oculus Content titles will be determined in Oculus's sole discretion; no substitutions permitted. May not be redeemed for cash; no cash value. Open to residents of the fifty (50) United States and the District of Columbia, only who are the age of majority in their jurisdiction of primary residence. Valid Oculus ID in good standing is required to redeem Oculus Content. If you do not already have an Oculus ID, you will be required to sign up through the Oculus Store to redeem the Oculus Content. There is no charge associated with obtaining an Oculus ID or activating an Oculus account. Oculus Content is a one-time use instrument; full value of Oculus Content must be used in a single redemption. Oculus Content is void: where prohibited, restricted or taxed; if altered, transferred, purchased, or sold; and if Oculus Content is not redeemed through legitimate channels or if any Oculus Content redemption-related materials are counterfeit, altered, defective, tampered with or irregular in any way. Redemption subject to review and verification. Other restrictions may apply. Oculus VR, LLC may amend, suspend or terminate the Oculus content portion of the Offer without prior notice or consent in cases of force majeure. All redemptions of Oculus Content are final. Any questions relating to redemption of the Oculus Content will be resolved in Oculus's sole discretion and their decisions will be final and binding with respect thereto.

- 5. LIMITATIONS OF LIABILITY:** Officers, directors, agents and employees of the Sponsor, Administrator, and each of their respective parent companies, subsidiaries, franchisees, affiliated entities, and each of their respective advertising, promotion and web design agencies, independent contractors (all such individuals and entities collectively referred to herein as "Offer Entities") are not responsible for: (i) interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected registrations or orders, or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer related to participating in the Offer; (ii) illegible, unintelligible, postage due, misdirected, delayed, undelivered, damaged, late Offer Claim Forms, or incorrect or inaccurate registration or order information, whether caused by Internet users or programming associated with or utilized in the Offer or by any technical or human errors that may occur in the administration of the Offer; or (iii) for any typographical errors in any Offer-related materials. All registrations and all elements thereof will become the property of Sponsor and will not be acknowledged or returned. If in the judgment of Sponsor, the Offer is compromised by viruses, bugs, non-authorized human

intervention or other causes, which in Sponsor's judgment, may corrupt the administration, security, or fairness of the Offer, Sponsor reserves the right, in its sole discretion, to modify, discontinue, suspend or terminate the Offer. **OFFER ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT REGARDING THE OFFER.**

6. **RELEASE:** Offer Entities expressly disclaim any responsibility, and each agrees to hold Offer Entities harmless from all liability for any costs, claims, damages or any other injury (whether due to negligence or otherwise), disability or loss to any person or property (including, without limitation, death or violation of any personal rights such as right of publicity/privacy, libel or slander) due in whole or in part, directly or indirectly, to participation in the Offer, the delivery and/or subsequent acceptance of, use or misuse of any Oculus Content, or any Offer related activity. Offer Entities are not responsible for any loss (financial or otherwise), liability, injury (including death) or damage to persons or property, which may be caused directly or indirectly, in whole or in part, by the Activation of, use or misuse of any Offer related product, or Oculus Content. Offer Entities further assume no liability either for the cancellation, modification or premature conclusion of the Offer for any reason, including but not limited to, through the acts or defaults of any company or person providing any Offer or due to weather, fire, strike, acts of war or terrorism, or any other condition beyond its control.

7. **DISPUTES: THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR OFFER ENTITY AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.** If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the AAA Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

8. **PRIVACY POLICY:** Any personally identifiable information collected during a Participant's participation in this Offer will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for purposes of the proper administration of the Offer and

fulfillment of the Offer as described in these Terms and Conditions and otherwise in accordance with Sponsor's Privacy Policy as stated at www.samsung.com/us/common/privacy.html.

- 9. GENERAL CONDITIONS:** Participants waive any right to claim ambiguity in these Offer Terms and Conditions. All federal, state and local laws and regulations apply. Federal, state and local taxes, if any, are the sole responsibility of Participant. Sponsor reserves the right, in its sole discretion to cancel, terminate, modify, the Offer and proceed in a manner it deems fair and reasonable. Duplicate or non-conforming Offer Claim Forms will not be honored or returned. This Offer is not available to clubs, organizations or groups. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Offer; to be acting in violation of these Offer Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Offer will void any attempted participation effected by such methods and the result in the individual utilizing the same to be ineligible to participate in the Offer. All registrations and/or materials submitted become the property of Sponsor and will not be returned. Offer Entities are not responsible for any lost, late, illegible, undeliverable/undelivered Offer Claim Forms, e-mails, or Oculus Content. In the event of any conflict with any Offer details contained in these Offer Terms and Conditions and Offer details contained in Offer materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Offer as set forth in these Offer Terms and Conditions shall prevail.

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

Customer service inquires may be made at [Contact Us](#).

© 2017 Samsung Electronics America, Inc. Samsung, and Gear VR are all trademarks of Samsung Electronics Co., Ltd. All other brand, product, and service names and logos are marks of their respective owners.