#### **Samsung Rewards Program**

#### TERMS AND CONDITIONS

### Updated as of 5<sup>th</sup> December 2023

PLEASE READ CAREFULLY. By using or enrolling in this program, in accordance with section B4 below, you agree to the following terms and conditions (the "Terms") that govern the Samsung Rewards Program.

#### A. Overview of Samsung Rewards Program

The Samsung Rewards Program (the "Program") is a loyalty program sponsored by Samsung Electronics UK Limited ("Samsung") through which individuals ("Participant(s)") who have a valid Samsung Account ID, may receive additional benefits, including earning points ("Point(s)") that will be credited to Participant's Samsung Rewards Account ("Rewards Account") as set forth herein, Participants may redeem their Points through the "Rewards Catalogue" or through Samsung.com or the Samsung Shop Mobile App (the "E-Commerce Platform") described below.

### B. Eligibility and Participation in the Program

- 1. The Program is open to residents of the EEA, United Kingdom and Switzerland. Participants must have a valid Samsung Account ID. If you do not have a Samsung Account ID, visit https://account.samsung.com and follow the links and instructions to create an account.
- 2. The Samsung Account Terms and Conditions, which you agree to when creating a Samsung Account, form an integral part of these Terms. The latest version of these Samsung Account Terms and Conditions can be found here <a href="https://account.samsung.com/membership/policy/terms">https://account.samsung.com/membership/policy/terms</a>. In case of any inconsistency or conflict between these Terms and the Samsung Account terms and conditions, these Terms shall prevail. The Program is provided to individuals only. Corporations, associations, including school organizations, or other groups may not participate in the Program.
- 3. The Program and these Terms apply to the earning and redemption of points in the UK and Ireland. Other Samsung companies in Europe may have their own, separate, Samsung Reward Programs. Points earned from one Samsung Rewards Program must be redeemed with the same Program. You may register a Rewards Account with additional Samsung companies so that you can earn and spend points in multiple countries. Your Points balances will be shown separately for each Rewards Account.

# 4. Registration

Users who registered their Samsung Account before 5<sup>th</sup> July 2023 are will not be enrolled into Samsung Rewards automatically. They can register and create a

Rewards Account by following this link https://www.samsung.com/uk/rewards/, providing their Samsung Account ID, and agreeing to these Terms.

Users who registered their Samsung Account after 5<sup>th</sup> July 2023 are automatically enrolled into Samsung Rewards as part of their Samsung Account benefits.

If you are not sure whether you already have access to Samsung Rewards, or still need to register, you can find out by visiting: samsung.com/uk/mypage/rewards

Continued participation in the Program constitutes each Participant's continued full and unconditional agreement to these Terms as they may be updated from time to time, and representation that Participant meets the eligibility requirements set out in these Terms.

There is a limit of one (1) Rewards Account per person/e-mail address, regardless of whether more than one person uses the same e-mail address. The person who is the authorized e-mail account holder of the e-mail address indicated when registering (and who otherwise meets the eligibility criteria) will be deemed the Participant.

Users may opt out of Samsung Rewards by completing the process at this samsung.com/uk/mypage/rewards.

5. Participant's Personal Information: To learn how Samsung will use the personal information collected in connection with the Rewards Account and/or this Program, read the Samsung Account Privacy Notice here:

<a href="https://account.samsung.com/membership/policy/privacy">https://account.samsung.com/membership/policy/privacy</a>

#### C. <u>Duration</u>, <u>Modification and Termination of the Program</u>

- 1. The Program will continue until Samsung announces its termination. Samsung also reserves the right to suspend the Program or modify the Terms at its discretion. Termination, modification or suspension may affect a Participant's ability to redeem accumulated Points. Samsung shall provide at as much notice of termination or material modification of the Terms as reasonably possible, and not less than 3 months' notice for termination of the Program or alteration of the terms relating to Samsung Rewards.
- 2. Samsung may in its sole discretion modify, withdraw, amend or add to any Samsung rewards and Tier benefits. Samsung will give as much advance notice as practicable of such action to Participants.
- 3. Examples of the action which Samsung may take under this clause include modifying the right to earn or redeem Samsung rewards Points including the rates of redemptions or tier thresholds, amendment or withdrawal of tier status, and the amendment or withdrawal of tier benefits.

4. A Participant's continued participation in the Program after the end of the notice period constitutes his or her acceptance of any changes to these Terms. Any changes will apply to previously accrued points. Participants who do not wish to accept changes to the Program can cease to use Samsung Rewards.

#### **D.** Earning Points

- Earning Points through use of other Samsung Mobile Applications:
   Samsung may offer Points to use, engage or interact with other Samsung mobile applications (solely determined by Samsung and subject to change from time to time) available on some or all Qualifying Devices. Each such offer will provide details and terms regarding how to earn Points and when they will be credited to Participant's Rewards Account.
- **2.** Earning Points through Purchase of Select Samsung Products (no Qualifying Device required):
  - (a) Samsung will offer Points for purchase of select products through the E-Commerce Platform as identified on the product detail page (alongside the number of points available to be earned), herein a "Qualified Product." (The standard rate used to determine the Points received for purchasing a Qualified Product is 10 Points for each £1 spent). The list of products deemed to be Qualified Products is subject to change, although a reasonable range of Qualified Products will be offered while the Samsung Rewards Program is active. Products purchased under a leasing arrangement (including mobile devices sold with a SIM contract) are not Qualified Products and are neither eligible for earning points, or for redeeming points under Section F of these Terms. Payments made on additional services such as Samsung Care + do not earn Points. Participant will earn Points as follows:
    - i. Participants must be logged into their Samsung Account during purchase check out of a Qualified Product(s).
    - ii. Participants will receive Points based upon the final cost paid at check out (whether paid-in-full or approved for Samsung or other financing) of Qualified Product(s). The final cost will be calculated after all discounts, including use of Points to purchase, coupons, promo codes and gift certificates have been redeemed and will not include shipping or taxes or other fees, if any. The number of Points that will be earned will be displayed after check out.
    - iii. Points will be credited to Participants' Rewards Accounts once applicable return periods have lapsed after delivery, or where applicable after chargebacks are complete. You may receive Points for past purchases where you register for Samsung Rewards during the return period for those purchases.

- iv. If a Participant is not logged into their Samsung Account during the purchase process for a Qualified Product, then the Participant forfeits the ability to request Points at a later time.
- v. Points earned through purchase of Qualified Products will not affect Samsung Pay Tier Status.
- (b) Samsung may offer Points for purchase of specific Samsung products through particular retailers for limited time periods, herein "Qualified Merchant Purchase." Participants will be required to upload receipts displaying Qualified Merchant Purchase and provide all other required information as proof of purchase. For each such offer, Samsung will provide terms with details, limitations and when Points will be credited to Participant's Rewards Account.
- (c) If a Qualified Product Purchase or Qualified Merchant Purchase is returned for any reason after Points have been credited, Samsung reserves the right to deduct the corresponding Points from Participant's Rewards Account.
- 3. Earning Points through other Special Offers: Samsung may also offer Points through promotional offers to some or all Participants for limited time periods. These offers may be communicated through the Samsung Members App and other Samsung touch points such as Samsung.com. Each offer will provide details and terms including how to participate and other limitations or restrictions. Samsung may notify eligible Participants with this special opportunity through push notifications and/or to the email address associated with their Samsung Account.

### E. Point Value, Forfeiture of Points, & Viewing Points

- 1. No Cash Value or Transferability; Samsung's rights. Points do not constitute property, do not entitle a Participant to a vested right or interest and have no cash value. As such, Points are not redeemable for cash, transferable or assignable for any reason, Accordingly, Points are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale or transfer of Points is strictly prohibited. Points may not be sold on any secondary market, and any transfer of Points to a secondary market shall be deemed void. You will not be compensated if your Samsung Rewards Account is terminated, your points are forfeited or expire, or you become ineligible to hold an account. There shall be no carry over or transfer of Points to other Samsung programs, unless otherwise determined by Samsung in its sole and absolute discretion. Samsung reserves the right to adjust the points value accrued by a Participant; and/ or terminate a Participant's Rewards+ account in the event that Samsung has reasonable grounds to suspect fraud.
- 2. **Point Expiration.** Points earned will expire 36 months after they are earned for all purchases made after the 5<sup>th</sup> December 2023. Before this date they are valid for 24

months. Points not redeemed during the period of validity will expire and be forfeited.

- 3. Accrued Points Viewable in Participant's Rewards Account. The number of Points collected by each Participant will be tracked in the Participant's Samsung Rewards Account. Points will be credited to Participant's Rewards Account after (i) order completion; (ii) the applicable return period has lapsed; and/or (iii) the applicable chargeback window has closed. However, each Participant will have the responsibility of ensuring that his/her Points are properly credited. Any claim for Points not credited accurately, for instance due to a hardware or internet connectivity issue or Rewards Account malfunction must be received by Samsung within seven (7) days of the date of claimed accrual of such Points. Manual issuance of Points can take up to sixty (60) days. You are responsible for checking the accuracy of your Rewards Account.
  - (a) Samsung's internal record of the Points summaries and within a two year period qualify for the enhanced benefits of Samsung Rewards + (each such Participant being a Rewards +).
  - (b)Participants qualify for Samsung Rewards + status once their cumulative total spending during the previous two years, exceeds the threshold set out in Section H1. This total will include spending incurred:
    - i. while the Participant was registered for Samsung Rewards,
    - ii. before the launch of the Samsung Rewards + Program (but while the Participant was registered for Samsung Rewards itself)
    - (c) The cumulative total excludes:
      - i. spending incurred before the Participant registered for Samsung Rewards
      - ii. spending incurred before Samsung Rewards launched in their country.
      - iii. spending on delivery and installation.
      - iv. spending where Points are used in lieu of all or part of the purchase price (although the cash portion of such purchases will be included).
  - (d) Rewards + status, and the accompanying benefits, is maintained for the next two years. Rewards + Participants' cumulative spending within these two years will be assessed against the threshold to allow them to requalify for a further period.
  - (e) The database of Rewards + Participants is updated at midnight on the 10th of each month. Samsung reserves the right to alter the day that the update is applied from time to time, provided that there is no detriment to Rewards+ Participants.
    - (f) For example, if a Participant would qualify for Rewards + status on 10 July 2023 if their total spending on the E-Commerce Platform between midnight on 1 July 2021 and 30<sup>th</sup> June 2023 (excluding cooling off period) exceeded the threshold. Their Rewards + status would last until midnight on 9 July 2025. The Rewards +

customer could qualify for a further two years of Rewards + status if they met the threshold again. Any additional spending after meeting the threshold a second time, between 1<sup>st</sup> July 2023 and 30 June 2025, would not count towards any further qualification.

(g) Samsung will issue Rewards + customers with advance notice that their + status is ending so that they can plan their purchases accordingly.

#### F. Redeeming Points Earned

Points may only be used to purchase items in the Rewards Catalogue, or to p urchase Qualified Products through the E-Commerce Platform.

## 1. Purchasing Items from the Rewards Catalogue

- (a) Participant may visit the Rewards Catalogue within the Samsung Members App to redeem items with accrued Points.
- (b) To purchase items from the Rewards Catalogue, follow the links and instructions to browse through the Rewards Catalogue. Once Participant has located an item he or she would like to purchase, he or she can purchase the item by clicking on the "Redeem" button. Participant will receive confirmation that the item has been purchased and the associated Points will be deducted from his/her Rewards Account.
- (c) Samsung reserves the right to modify the list of items available for purchase in the Rewards Catalogue, as well as their corresponding Point values.
- (d) All purchases for items from the Rewards Catalogue are final and the Points will be deducted from Participant's Rewards Account.
- (e) Samsung reserves the right to substitute an item advertised with a similar item of equal or greater value if due to unavailability or for any other reason.
- (f) The fulfillment process and timing will vary depending on the item purchased through the Rewards Catalogue. Details will be provided at the time of purchase.
- (g) The cancellation and return rights shown in the general E-Commerce Platform terms and conditions of sale https://www.samsung.com/uk/estore/static/link\_terms\_and\_conditions\_of\_sale/apply to purchases made through the Program, save that any refund will consist of the return of Points spent on a Purchase.

### 2. Using Points to Purchase items on the E-Commerce Platform

- (a) Points may be used to purchase or partially purchase a Qualified Product(s) offered within the E-Commerce Platform when Participant is logged into their Samsung Account.
- (b) The number of Points available to use for the purchase and its corresponding discount to purchase may be displayed during check out. While Points do not have a cash value as set out elsewhere in these Terms, Participants can obtain a discount of £1 for every 1000 Points redeemed as standard.
- (c) Points may not be used to pay for additional services such as Samsung Care +, shipping, taxes or other fees.
- (d) Upon completion of check out, the Points will be deducted from Participant's Rewards Account. The deduction of Points is final and except as described below in subsections (e)(e) and (f), Points will not be returned.
- (e) Where return or cancellation of a Qualified Product(s) purchase is permitted, Points will be returned to Participant upon cancellation or once Samsung confirms satisfactory return of the applicable Qualified Product(s).
- (f) Where both cash and Points are used for a purchase or where multiple Qualified Products are purchased but not all Qualified Products are satisfactorily returned, the Points returned to Participant will be provided on a pro-rata basis.
- (g) Samsung reserves the right to modify the list of Qualified Products available for purchase, as well as their corresponding Point values, at any time, although a reasonable range of products will be available for as long as the Samsung Rewards Program is active.

#### 4. Samsung Rewards + launch date and benefits

- (a) The Samsung Rewards+ program launched on 12 July 2023.
- (b) Rewards + customers earn Points at an enhanced rate of 50 Points per £1 of spending. This means that if the number Points available to be earned when purchasing a Qualified Product is 1,000, as shown on the product detail page, then a Rewards + customer's Account will be credited with 5,000 points at the

conclusion of the process set out in section D2 of these Terms. For the avoidance of doubt, this enhanced Points earning rate does not apply to the purchase that causes a Participant to meet the threshold for Rewards + status.

### 5. Samsung Rewards + - Changes

Samsung reserves the right to change the qualification thresholds and Rewards+ Be nefits at any time. Samsung will provide at least one month's advance notice befor e any of these changes take effect.

Sponsored by: Samsung Electronics UK Limited, 2000 Hillswood Drive, Chertsey, Surrey KT16 0RS