

## Official Rules: “Pick Your Favorite App” Sweepstakes

THIS PROMOTION IS A SWEEPSTAKES. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAW, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. Winners are responsible for any taxes connected with the prize.

**1. Overview:** The Pick Your Favorite App Sweepstakes (“**Sweepstakes**”) is sponsored and presented by Samsung Electronics America, Inc. (“**Sponsor**”). Three (3) winners (“**Winners**”) will be selected. The prize consists of (3) Pass to SDC2019 or Three (3) Samsung Swag Bag for an approximate retail value of \$399.00 per Pass to SDC2019 or \$200.00 per Samsung Swag Bag (US dollars) (the “**Prize**”).

**2. Sweepstakes Period:** The Sweepstakes begins on September 30<sup>th</sup> at 5:00AM and ends on October 14<sup>th</sup> at 5:00PM (the “**Sweepstakes Period**”). All times stated by Sponsor are in Pacific Time (local to San Francisco, CA). Entries received before or outside of the Sweepstakes Period will not be accepted or be eligible to win the stated Prize, except as otherwise set forth in these Official Rules. Sponsor’s clock is the official clock of the Sweepstakes.

**3. Eligibility.** Eligibility to participate in the Sweepstakes or to win the Prize is limited to individual persons who are the age of majority or older in the jurisdiction in which they reside at the beginning of the Sweepstakes Period, who are legal residents of the 50 United States and District of Columbia. Limit one (1) Entry per individual. Any effort by a participant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify that participant. Entry generated by a script, macro or other automated means are void. Participants who disregard these Official Rules are not eligible to participate or win. Directors, officers, employees, contractors and agents (and their immediate families and household members) of the Sponsor, its parents, affiliates, subsidiaries, advertising and promotion agencies, or any other company involved with the design, production, execution or distribution of the Sweepstakes. The Sponsor's determination of eligibility, in its sole discretion, shall be final.

**4. How to Enter:** To enter, during the Sweepstakes Period, participant must complete all of the following steps (collectively, an “**Entry**”):

- (a) Share your favorite Samsung Galaxy Store App, Watchface, Theme
- (b) Post on [Facebook](#) [Twitter](#) [LinkedIn](#) or [Instagram](#) with one of the following hashtags:  
#SDC19 #BestofGalaxyStore2019 #MyFavoriteGalaxyApp

Complying with Sponsor’s instructions and these Official Rules will generate one (1) Entry into the Sweepstakes. Any participant who submits after the close of the Sweepstakes Period, or who submits not in compliance with these Official Rules, will not be given an Entry into the Sweepstakes. **Limit: Each participant may submit multiple entries into the Sweepstakes however can only win one time.** In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. The

“authorized account holder” is the natural person assigned an email address or other account by an Internet access provider, online service provider or other organization responsible for assigning email addresses or the account for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder of the email address associated with the winning Entry.

**5. Winner Selection and Notification:** There will be three (3) Winner.

At the conclusion of the Sweepstakes Period, three (3) potential Winner will be selected at random, from all eligible Entries using <http://www.random.org/>

The potential Winner of the Prize will be notified by direct message to the social account used to enter. Sponsor may require the potential Winner to execute an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any prize (collectively, "**Affidavit**"). If the potential Winner does not respond to the notification within 7 days, is found to be ineligible, fails to execute the Affidavit or other documentation required by Sponsor and/or the Prize is returned as undeliverable, the Sponsor may consider such Winner to have forfeited the Prize, and another potential Winner may be selected as time allows. The Prize will be awarded within approximately 7 days of the potential Winner's complete response to notification.

**6. Prize.** The Winners will receive one (1) Pass to SDC2019 or (1) Samsung Swag Bag for an approximate retail value of \$399.00 per Pass to SDC2019 or \$200.00 per Samsung Swag Bag (US dollars) or a substitute prize of comparable value in Sponsor's sole discretion. The Sponsor's determination of the Winner and selection of Winner, in its sole discretion in accordance with these Official Rules, shall be final. The Prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor. Sponsor reserves the right to substitute a Prize of equal or greater value in the event of unavailability. All federal, state and local taxes are the sole responsibility of the Winner. Prize consists of only those items specifically stated as part of the Prize. All expenses and costs associated with the acceptance or use of the Prize that are not expressly specified in these Official Rules as being part of the Prize are the sole responsibility of the Winner. If required by law, the Winner will be issued a 1099 tax form for the Prize value.

**7. Prize Delivery:** Prize will be given in person or mailed or shipped (as determined by Sponsor in its sole discretion) to the confirmed or verified Winner in accordance with the information supplied at the time of the Entry. Prize will not be shipped or delivered to P.O. boxes or addresses outside of the 50 United States and D.C. Allow up to 2 to 4 weeks after verification of eligibility for prize delivery.

**8. Publicity:** By participating in the Sweepstakes, each participant is granting Sponsor and its agencies and service providers the right to film, record, use and display its name and/or likeness, photographs, Tweet, performance, and voice (as applicable) for advertising and marketing purposes, without further notice, permission, or compensation, unless prohibited by law.

**9. Conditions of Participation.** Each participant agrees to be bound by these Official Rules and the decisions of the Sponsor, and to accept delivery of any prize won based upon availability. In addition, each participant represents and warrants that all information contained in his/her Entry is true and accurate. The Sponsor and the Administrator are not responsible for any printing errors in these Official Rules, in the Entry or otherwise in any materials available at the Site. Unless a participant otherwise opts out, Sponsor and its designees may use the participant's physical and/or e-mail address to contact the participant regarding Sponsor's services and other offers and/or promotions. Sponsor and Administrator shall not be responsible for lost, late, misidentified or misdirected Entry or telecommunication or computer hardware or software performance, errors, delays or failures. Sponsor is not responsible for any human or other error that may occur in the processing of the Entries, nor are they responsible for any error, omission, interruption, deletion, defect, or delay in operation or transmission, theft or destruction or unauthorized access to or alteration of Entries, or for technical, network, telephone, computer hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or failures of any wireless or internet service providers, traffic congestion on the Internet or at any web site or any combination thereof, which may limit a person's ability to participate in the Sweepstakes or receive communication from Sponsor. Sponsor assumes no responsibility for undeliverable messages resulting from filtration of a participant's wireless or Internet service provider or for insufficient space to receive messages. Sponsor reserves the right to cancel, terminate, suspend, or modify a Sweepstakes if fraud or technical failures destroy the integrity of a Sweepstakes; or if a technical problem corrupts the administration as determined by Sponsor, in their sole discretion. If the Sweepstakes is canceled, Sponsor may award the applicable Prize(s) from among all eligible Entries received as of the time of cancellation in a random drawing, and Sponsor shall have no further obligation to any participant in connection with the Sweepstakes. Any use of robotic, automatic, programmed, or the like methods of participation will void all such entries by such methods. Incomplete Entries are void.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF A SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SAMSUNG ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED ONLY ACCORDING TO UNITED STATES LAW.

PARTICIPANT FURTHER UNDERSTAND AND AGREE THAT IF PARTICIPANT IS A RESIDENT OF CALIFORNIA, ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA ARE HEREBY EXPRESSLY WAIVED. SECTION 1542 READS AS FOLLOWS: **“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”** IF YOU ARE NOT A RESIDENT OF CALIFORNIA, YOU WAIVE ALL RIGHTS UNDER ANY LAW SIMILAR TO SECTION 1542 THAT MAY EXIST IN YOUR STATE OF RESIDENCE.

**10. Indemnification.** Each participant hereby releases, and agrees to defend, indemnify and hold harmless the Sponsor, those working on its behalf, and each of their respective officers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Sweepstakes, the awarding, acceptance, use or misuse of the Prize or any other substitute prize.

**11. Disclaimer.** The Winner acknowledges that the Prize is provided by Sponsor on an “as is” basis with no warranty of any kind. SPONSOR DISCLAIMS ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

**12. Release of Liability.** BY PARTICIPATING IN THIS SWEEPSTAKE, PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO PARTICIPANT.

**13. Dispute Resolution.** Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes shall be resolved individually, without resort to any form of class action. This Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of conflicts of laws principles. Any action or litigation concerning this Sweepstakes shall take place exclusively in the federal or state courts sitting in New York County, New York, and EACH PARTICIPANT EXPRESSLY CONSENTS TO THE JURISDICTION OF AND VENUE IN SUCH COURTS AND WAIVES ALL DEFENSES OF LACK OF JURISDICTION AND INCONVENIENT FORUM WITH RESPECT TO SUCH COURTS. Each participant agrees to service of process by mail or other method acceptable under the laws of the State of New York. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES AND MUST NEVER INCLUDE CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, AND IN NO EVENT ATTORNEYS' FEES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO PARTICIPANT.

**14. Use of Information:** Any personal information collected from you in connection with the Sweepstakes may be used for the administration of this Sweepstakes and otherwise as set forth in the Privacy Policy found at <http://www.samsung.com/us/common/privacy.html> .

**15. Announcement of Winners.** A winner's list will be available at <https://www.facebook.com/samsungdev> or [https://twitter.com/samsung\\_dev](https://twitter.com/samsung_dev) after the end of the Sweepstakes Period.

**16. Sponsor.** The Sponsor of this Sweepstakes is Samsung Electronics America, Inc. with a principal place of business at 85 Challenger Road, Ridgefield Park, NJ 07660.