Terms and Conditions

Smart monitor promotion

(hereinafter - Promotion)

The following terms apply to the Promotion (hereinafter referred to as **the Terms**).

Organiser of Promotion

 The organiser of the Promotion is SIA Samsung Electronics Baltics (hereinafter -Organiser), registration No. 40003963909, located at Duntes Street 6, Riga, LV-1013, Latvia.

Duration and territory of the Promotion

- 2. The Promotion begins on October 13, 2021 and ends on November 10, 2021 (hereinafter **Promotion period**).
- 3. The territory of Promotion Latvia, Lithuania and Estonia.
- 4. Promotion goods can be purchased in the online and offline shops (hereinafter **Shop**) of the sellers listed in the Annex.

Participants

- 5. The Promotion is for individuals only.
- 6. Representatives of the Organiser and employees of the companies that the Organiser involves in this Promotion are not eligible to participate in this Promotion.

Promotion

- 7. Promotion good is Samsung Smart Monitor (model No. LS32AM700URXEN; LS32AM500NRXEN; LS27AM500NRXEN; LS43AM700UUXEN; LS24AM506NUXEN; LS27AM501NUXEN;LS27AM500NUXEN) (hereinafter – Promotion good). For each Promotion good bought within the Promotion period in the Shop, the buyer (hereinafter – Participant) is entitled to receive "Microsoft 365 Personal" (product legal name: Microsoft® 365 Personal 32-bit/x64 All Languages Subscription Online Product Key License 1 License Eurozone Downloadable Click to Run NR 1 Year" which will be valid for 1 year starting from the day of product activation. (hereinafter – Gift).
- 8. The offer is valid only for those Promotion goods that are distributed by the Organizer. The Participant must make sure at the Shop that his selected goods are eligible to participate in the Promotion.

Gift

- 9. Microsoft 365 Personal (Gift) is a line of subscription services offered by Microsoft which adds to and includes the Microsoft Office product line. With a subscription to Microsoft 365, you can get: The latest Office apps, like Word, Excel, PowerPoint, and Outlook. The ability to install on PCs, Macs, tablets, and phones. 1 TB of OneDrive cloud storage. More information about gift: <u>https://www.microsoft.com/lv-lv/microsoft-365/p/microsoft-365individualai-lietosanai/cfq7ttc0k5bf?activetab=pivot%3aoverviewtab</u>
- 10. In order to receive the Gift, Participant needs to visit homepage <u>www.samsungpromo.lv/smartmonitor</u> <u>www.samsungpromo.ee/smartmonitor</u> or <u>www.samsungpromo.ee/smartmonitor</u> and register purchase within a month after

Promotion good is bought, by (i) indicating the following information: name, email address, date of the purchase, model and serial number of the purchased Promotion good, (ii) uploading proof of purchase document in the jpg or pdf format; and (iii) agreeing to the Terms.

- 11. If the registration is not performed in accordance with these Terms, the Organiser rejects the registration and informs the Participant by e-mail.
- 12. After successful registration in accordance with these Terms, Participant will receive a unique promo code to the indicated email address together with further instructions on redemption of the Gift.
- 13. To activate the Gift, participant must follow instruction:
 - a. Visit www.office.com/setup
 - b. Sign in with your Microsoft account, or create an account if you haven't already. Remember this account so that you can install or reinstall Office later without using a product key.
 - c. Enter your Office product key which you have received to your e-mail after registration of the purchase at <u>www.samsungpromo.lv/smartmonitor</u> (in Latvia) or <u>www.samsungpromo.lt/smartmonitor</u> (in Lithuania) or <u>www.samsungpromo.ee/smartmonitor</u> (in Estonia).
 - d. Product installation will start automatically. Follow the instructions on installation window to complete the installation process.

More information about Gift activation: <u>https://support.microsoft.com/lv-LV/office/video-izkoristite-klju%C4%8D-izdelka-e4fa207c-71eb-4eaf-969b-39af1d74cae8?ui=sl-si&rs=sl-si&ad=si</u>

- 14. Unique promo code is valid for 1 year from the date of activation and can be used 1 (one) time.
- 15. The Gift is not to be exchanged for cash, exchanged or taken back. This does not affect the rights of the consumer set in the legal acts.
- 16. The Promotion is intended only for buyers in retail sales and is not related to goods acquired with a purpose of further sale.

Personal data processing

- 17. The Organiser will use the Participants' personal data for the purposes of the execution of the Campaign. Personal data of the Participants are processed on the following legal basis: point (a) of Article 6(1) of the General Data Protection Regulation (consent); point (f) of Article 6(1) of the General Data Protection Regulation (legitimate interests of the Organiser). Legitimate interests of the Organiser are protection of its legal interests.
- 18. With a separate Participant's consent the Organizer will process Participant's personal data for providing news, offers and recommendations of Samsung products and services by way of direct marketing communication (by e-mail). This personal data processing is based on Article 9(1) of Law on Information Society Services in Latvia, Article 69 of Law on Electronic Communications in Lithuania, Article 103¹ (1) of Electronic Communications Act in Estonia.
- 19. Decision to provide personal data to the Organiser is voluntary. However, if the Participant does not provide the required information to participate in the Promotion, he will not be able to participate in the Promotion.
- 20. Where personal data of Participants are processed on the basis of their consent, they are entitled to withdraw their consent at any time. It will not affect the lawfulness of processing based on consent before its withdrawal.

- 21. Personal data will be transferred only to service providers who provide services to the Organiser, such as campaign organization, communication and other similar services. These parties will be supplied with, or have access to, personal data for the purpose of providing these services to the Organiser.
- 22. Participants' personal data will be stored only as long as necessary for the execution of the Campaign. If a judicial action is initiated, the personal data may be stored until the end of such action. If the legal acts require mandatory storage of personal data, the Organiser will observe the respective rules. If Participant has given consent to receive direct marketing communication, the related personal data will be stored until the moment when Participant unsubscribes from receipt of further communication or withdraws consent by other means.
- 23. The Organiser acts as a data controller. To request access, corrections, erasure, restriction of processing, object to processing of Participants' personal data, use right to data portability, or raise other concerns about handling of their personal data, Participants may make a request to the European data protection officer through GDPR support page, the link of which is available in Privacy Policv available at http://www.samsung.com/lv/lt/ee. Participants may also raise complaints about the handling of their personal data to data protection supervisory authority.

General

- 24. The Organiser reserves the right to reasonably and in accordance with the applicable requirements of legal acts to change the terms of the Promotion at any time and without prior notice.
- 25. The Participants shall not be entitled to receive the Gift, if it is established that the Participant has disregarded the Terms, or the Participant has unfairly or maliciously used the Promotion.
- 26. The Organiser is not responsible for the suspension of the Promotion due to force majeure or other circumstances which the Organiser cannot control.
- 27. The Organiser is not responsible for: (a) failure to upload purchase document due to system errors and other reasons which cannot be affected by the Organiser; (b) any errors or dysfunctions related to computer communications; (c) any interruptions, damages or losses resulting from circumstances that are not under the Organiser's influence; (d) any Participant's mistakes.
- 28. The Participant agrees that the Organiser is not liable for any injuries, loses or damages incurred in connection with the Promotion, so far as permitted by the applicable legal acts.
- 29. The execution of the Promotion is regulated by the legal acts of Republic of Latvia/Lithuania/Estonia depending on the homepage used for the registration.
- 30. If the Participant has any questions or claims regarding the Promotion, they can be submitted until **30 October 2021**, by calling or writing to the Samsung call centre:

Latvia

Tel. no.: 8000 7267 info@samsung.lv Lithuania Tel. no.: 8800 7777 info@samsung.lt Estonia Tel. no.: 800 7267 info@samsung.ee

ANNEX

[list of sellers]

LATVIJA

1. *Latvijas Mobilais Telefons, R*eg No. 50003050931, Rīga, Ropažu 6, LV-1039, Latvia. (webshop: <u>www.lmt.lv</u>)