SAMSUNG FAMILY HUB™ GOOGLE NEST THERMOSTAT OFFER TERMS AND CONDITIONS

Offer description. Purchase an eligible Family HubTM Refrigerator from a participating retailer ("Qualifying Purchase") and receive a \$100 promotional code toward the purchase of a Google Nest Learning Thermostat (Approximate Retail Value: \$100) ("Offer Item"), after submitting valid offer claim as described below. Cost of Nest Learning Thermostat is \$249 and participant will have to come out of pocket \$149. Limited quantity of codes available; Offer only valid while supplies last. Offer limited to one (1) claim per household. This offer is not valid on purchases made from Lowes.

Promotional code must be redeemed by December 31, 2021 11:59pm PT or it will expire. Promotional codes may be redeemed only on Google Store for eligible items as allowed by applicable laws. See additional Google Store Promotion Terms for more information (https://store.google.com/terms/google_store_promo_codes).

Offer timing. Qualifying Purchase must be from a participating retailer in-store or online between September 1, 2021 and September 30, 2021. Offer claim forms, including all required information and documentation, must be submitted as set forth below online by October 30, 2021 or mail-in postmarked by October 30, 2021 and received by November 9, 2022.

Offer eligibility. The Offer is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years old at the time of purchase. Void where prohibited or restricted by law (does not apply in New Jersey). Samsung Electronics America, Inc. ("Sponsor") reserves the right to request participants to provide verification of identity and Qualifying Purchase. Participation constitutes a participant's full and unconditional agreement to these Samsung Home Appliance Family HubTM Google Nest Thermostat Offer Terms and Conditions ("Terms and Conditions") and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Offer.

No duplicate redemption. Qualifying Purchase can only be used to participate in the Offer once. If you participate in this Offer in-store, you are not eligible to submit a claim through this online redemption method. Any Offer claim form submitted in violation of these Terms and Conditions will be rejected. Offer is valid and can be combined with other Samsung offers, rebates, programs, or promotions unless otherwise stated.

Additional restrictions. Claim forms may not be assigned, transferred or sold. No substitutions permitted.

Qualifying Products.

RF22K9581SG,

RF22K9581SR,

RF22M9581SG,

RF22M9581SR,

RF22N9781SG,

RF22N9781SR,

RF22NPEDBSG,

RF22NPEDBSR,

RF22R7551DT,

RF22R7551SG,

RF22R7551SR,

RF23A9771SG,

RF23A9771SR,

RF23M8570SG,

RF23M8570SR,

RF23M8590SG,

RF23M8590SR,

RF262BEAESR,

RF265BEAESG,

RF265BEAESR,

RF27T5501SG,

RF27T5501SR,

RF28K9580SG,

RF28K9580SR,

RF28M9580SG,

RF28M9580SR,

RF28N9780SG,

RF28N9780SR,

RF28NHEDBSG,

RF28NHEDBSR,

RF28R7551DT,

RF28R7551SG,

RF28R7551SR,

RF28T5F01SG,

RF28T5F01SR,

RF29A9771SG,

RF29A9771SR,

RS22T5561SG,

RS22T5561SR,

RS27T5561SG,

RS27T5561SR,

RS28A5F61SG,

RS28A5F61SR

How to Redeem This Offer.

- 1. Purchase an eligible Family HubTM Refrigerator from a participating retailer in-store or online between September 1, 2021 and September 30, 2021 and save your receipt. **This offer is not valid on purchases made from Lowes.**
- 2. Submit an Offer claim form using one (1) of the following two (2) methods (either Online or Mail-in):

a. Online:

- i. Visit www.samsung.com/us/shop/promotions/Family-Hub-Google-Nest-Offer ("Website") to access the online Offer claim form.
- ii. Complete and submit the Offer claim form by October 30, 2021 by following the on-screen prompts to provide the required information including but not limited to: participant's full name (no initials), complete mailing address (no P.O. Boxes), valid email address, and telephone number. Participants will not be allowed to change their mailing address or email address after submitting.
- iii. Provide date of Qualifying Purchase and upload a photograph of the original register receipt showing the Qualifying Purchase. The file must be in JPEG, .JPG, .PDF, .PNG, or GIF, format and may not exceed 12MB.
- b. <u>Mail-in</u>: Participant must legibly and fully complete the Offer claim form found at the bottom of these Terms and Conditions and mail it with the Qualifying Purchase receipt in an envelope to The Samsung Home Appliance Family Hub™ Google Nest Thermostat Offer, P.O. Box 251328, West Bloomfield, MI 48325 (collectively, the "Mail-In Envelope"). The Mail-In Envelope must be postmarked by October 30, 2021 and received by November 9, 2021.

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 DOCUMENTATION TO ANY STORE EMPLOYEE. Each participant must circle the Qualifying Purchase items on the original receipt.

Offer claim forms that are inaccurate or contain illegible or incomplete information are not valid. If an Offer claim form or receipt is not valid or is rejected, you may be allowed to resubmit the Offer claim form and receipt once before November 16, 2021. After verification and approval, an e-mail notification with the Offer claim form status will be sent to the e-mail address provided on the Offer claim form. In the event a claim is rejected, Sponsor's independent third party Offer administrator ("Administrator") will send a rejection e-mail, which will include an explanation as to why the claim was rejected. No more than nine thousand five hundred twenty (9,520) Offer Items are available in the Offer. Administrator is not responsible for any undelivered e-mails or lost physical mail, including without limitation e-mails that are not received because of a privacy or spam filter settings which may divert any Offer e-mails to a spam or junk folder.

Offer Items will be sent to participants at the address provided on the Offer claim form within approximately 12 weeks after verification of Offer claim form and compliance with these Terms and Conditions. Offer Item is not redeemable or refundable for cash, is subject to applicable law, and cannot be exchanged and are non-transferrable. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item with an item of equal or greater value in its sole discretion.

Release. Sponsor, Administrator, and each of their respective parent companies, subsidiaries, franchisees, affiliated entities, and each of their respective advertising, promotion agencies, independent contractors (all such individuals and entities collectively referred to herein as "Offer Entities") expressly disclaim any responsibility, and each participant 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 Offer related activity. To the extent permitted by applicable law, 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 purchase of, use or misuse of any Offer related product. Notwithstanding anything to the contrary herein, the purchased items are subject to the express limited warranties set forth in the applicable appliance's manufacture warranty guide, which warranties shall run for the term set forth therein. Offer Entities further assume no liability either for the cancellation, modification or premature conclusion of the Offer for any reason or 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.

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 IN ACCORDANCE WITH JAMS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS 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. 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.** If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the JAMS 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.

General Conditions. Sponsor reserves the right, in its sole discretion, to cancel, terminate, or modify the Offer and proceed in a manner it deems fair and reasonable. Federal, state and local taxes, if any, are the sole responsibility of Participant. Duplicate or non-conforming requests will not be honored or returned. All Offer claim form materials submitted become the property of Sponsor and will not be returned. Offer Entities are not responsible for: (i) any lost, late, undeliverable/undelivered e-mails or any other non-delivered Offer related materials, including but not limited to Offer claims mailed by participants or Offer Items sent to participants; (ii) 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; (iii) illegible, unintelligible, postage due, misdirected, delayed, undelivered, damaged, late, lost or stolen register receipts, entries 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 (iv) for any typographical errors in any Offer-related materials. 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 Terms and Conditions; or to be acting 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. In the event of any conflict with any Offer details contained in these 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 Terms and Conditions shall prevail. If, in the judgment of Sponsor or Administrator, the Offer is compromised by viruses, bugs, non-authorized human intervention or other causes, which corrupt the integrity, administration, security, or fairness of the Offer, Sponsor reserves the right, in its sole discretion, to modify, discontinue, suspend or terminate the Offer, which may include if more Offer claims are received than supplies of Offer Items available, terminating the Offer and awarding only the intended number of Offer Items set forth herein. OFFER ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF PARTICULAR PURPOSE OR NON-MERCHANTABILITY, FITNESS FOR Α INFRINGEMENT REGARDING THE OFFER.

Sponsor: Samsung Electronics America, Inc., 85 Challenger Road, Ridgefield Park, NJ 07660. Customer service inquires may be made at <u>Contact Us</u>.

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SAMSUNG HA FAMILY HUB™ GOOGLE NEST THERMOSTAT OFFER

Mail-In Offer Claim Form

2.	 Complete this Mail-in Offer Claim Form Send: The original Qualifying Purchase receipt This original Mail-in Offer Claim Form (no photocopies) completed and mailed in a postage paid envelope. Mail to: Samsung Family Hub™ Google Nest Thermostat Offer P.O. Box 251328, West Bloomfield, MI 48325 						
Must meet all eligibility requirements as set forth in the Terms and Conditions to receive a \$100 promotional code toward the purchase of a Google Nest Learning Thermostat (Approximate Retail Value: \$100). Cost of Nest Learning Thermostat is \$249 and participant will have to come out of pocket \$149. Allow approx. 12 weeks from verification of Offer Claim Form and receipt for delivery of starter kit. Offer valid only upon the purchase of an eligible Family Hub™ Refrigerator from a participating retailer. Purchases made at Lowe's are not eligible. Requests must be postmarked October 30, 2021 and received by November 9, 2022. By signing below, I agree that I have read and agree to the Terms and Conditions above and available at www.samsung.com/us/shop/promotions/Family-Hub-Google-Nest-Offer							
Name:							
	Signature:						
	Address: (No PO Boxes)Apt.#						
	City: State: Zip:						
	Date of Birth: Email Address:						
	Date of Qualifying Purchase:						
	Qualifying Family Hub Refrigerator:						
	How did you hear about this Offer? ☐ Store/Rep ☐ Friend ☐ Newspaper ☐ TV ☐ Other (please specify):						