

## Samsung Gear 360 campaign – Insiders participation conditions

Read below for the full outline of the participation conditions of this campaign, but if you have limited time: here are the main points for you to understand and agree upon:

- During this campaign, you'll have the opportunity to try out a great device for free during 5 weeks.
- This device remains property of our client at all times during the test-period, therefore, we are required to charge a warranty of \$199.50 (retail value: \$399) prior to sending the device to you.
- You use the device as a responsible consumer as if it were your own property.
- You are an active Insider and help us and other consumers in generating online buzz about the device by stating your own opinion and reviewing the device in detail which is helpful for other consumers online.
- Completing the end-survey requested is obligatory.
- At the end of the campaign, you have 2 choices which you need to make before the deadline of 15/08/2016 (potential changes are communicated on the website and vial mail):
  - >Choice 1: You send back the device in accordance with the specified procedure. We reimburse your warranty once we received and checked the condition of the device, no later than 14 days after the deadline for sending back the device.
  - >Choice2: You indicate in the end-survey that you want to keep the device or you don't send it back before the deadline. In this case, we'll keep your warranty as payment and you gain ownership of the device.

### **Campaign concept**

Participants are enabled to use Samsung Gear 360 for evaluation purposes during 5 weeks. This allows them to find out whether the product meets their requirements and expectations. Participants are requested to spread word of mouth about their experience, on specific websites or review on specific webshops, in order to be helpful for other consumers. Participants are also active in giving feedback on the Insiders website during the campaign and fill in the end survey.

### **Timing**

The duration of the campaign is clearly stated on the website and via the blog posts. Participants will be able to use Samsung Gear 360 for evaluation purposes for 5 weeks, between 11/07/2016 and 15/08/2016.

### **Registration**

You can apply to take part in this campaign via [www.theinsiders.eu](http://www.theinsiders.eu); only 1 account is possible per person. In the event of misuse or false information, the prospective participant may be banned from the program without warning. To take part in the Samsung Gear 360 campaign, prospective applicants must complete the list of questions truthfully and in full.

### **Warranty**

To subscribe in this campaign, we ask you to provide a warranty to cover a security of \$199.50 against loss, theft or damage of the Gear 360 device. **Note that this amount will be taken from your account from the moment of subscription.** After selection it will be either held in case you are selected to take part or will be reimbursed **within 7 working days** in case you are not selected to take part in this campaign.

This is standard practice for Insider campaigns in which you get a chance to try out exclusive and expensive products (in this case Samsung Gear 360 devices).

Payment will need to be fully completed and approved to validate your subscription to the campaign.

#### **In case of not being selected**

In order to subscribe for this campaign, a direct payment of the requested warranty amount is required. **Note that this amount will be taken from your account from the moment of subscription.** In case you are not selected to take part in this campaign, this amount will be reimbursed **within 7 working days** after selection.

After the selection procedure, you will receive an e-mail that states you are not invited to take part in the campaign. Please allow 3 working days for the payment to be reimbursed on your bank account.

#### **In case of being selected**

Participants will be selected for this campaign on the basis of specific criteria set by our client and in consideration of the motivation of the prospective participant. This selection will be made by The Insiders, and is binding and final. Failure to be selected will have no effect on any subsequent applications or participation in other campaigns. This manner of selection is necessary as the number of candidates is generally much higher than the number of available places.

*At the end of the campaign, you have 2 options:*

- You keep the Samsung Gear 360 device and purchase them at a considerable discount from the full retail price.
- You return the devices after the campaign according to the returns procedure below. Please note if the device is not returned in the specified timeframe after the campaign (see return policy below), this \$199.50 warranty will be charged.

#### **Looking after your device**

It is the Insider participants responsibility to keep their Samsung Gear 360 clean and in good working order and they should not in any circumstance sell or attempt to sell their product sample during the period of the campaign as they risk breaching the product returns policy outlined below.

#### **Privacy**

All details will be treated with the utmost confidentiality. Personal information about participants will only be passed to third parties with explicit permission. If you are not selected, we will remove all your bank details from the system immediately. [See our privacy policy here.](#)

#### **End of Campaign: Returning or buying the device**

It is important for you to complete the end survey so that you can indicate your choice at the end of the campaign to whether return or buy the device. The survey will be put online at the end of the campaign. You will be advised of this by email and can also find it on our website under "My Insider"/Dashboard". The end survey needs to be completed by 15/08/2016.

*Choice 1: Returning the device:*

When the campaign ends, you can return the device following this specific return process step by step:

1. Fill out the end survey to confirm your return intention. The end survey will be communicated by email by The Insiders, at the end of the campaign.
2. You will receive instructions to return the devices. The instructions will be provided by The Insiders at the end of the campaign.
3. You return the device undamaged, clean and complete with all accessories in the original packaging (box, inside packaging, accessories and Insider box).
4. You ship it back before the deadline of 15/08/2016 (potential changes (extension) will be communicated on the website or via mail) with the free retour label you find in your insiders pack.

If the device is returned by a different method than agreed, this will be at the expense and risk of the sender. You will be liable for the costs if the device is lost – in that case, your guarantee will be withheld.

#### *Choice 2: Buying the device:*

The warranty will be kept as payment, and you gain full ownership when:

1. You indicate to keep the device in the end survey.
2. You don't send back the device before the deadline or according to the other specified points in the return process described above.

#### **Competitions**

The Insiders may choose at their discretion to run competitions for the campaign participants from time to time during the period of the campaign. The criteria on which competitions are set-up, participants are selected and awarded, competitions judged and winners are chosen are wholly at the discretion of The Insiders and The Insiders has no obligation to share or explain details of the criteria used.

#### **Debt collection**

In case there is a delay or other problem to collect the money from the participants who are keeping the device, with or without prior communication as described in the process above, a debt collection agency will be engaged at the full expense of the participant. The participant's details will be transferred to this agency, while the all legal and dossier costs for recovering the debt will be added to the total price of the device.

#### **Terms & conditions**

"The Insiders" is not responsible for technical or other problems with the device, arising from it or caused by elements that cannot be controlled by The Insiders. It is the responsibility of each participant to ensure that his software and hardware are protected and are in good working condition. Participation in this campaign implies the unconditional acceptance of these rules.

The Grapevine, trading under the name "The Insiders" and referred to below as The Insiders, cannot be held liable for direct, indirect or incidental damage resulting from use of the website or information obtained via the website.

The Insiders cannot be held liable in any way whatsoever for potential damage incurred by the registered member as a result of using the products or services during the campaign.

The manufacturer and distributor remain at all times jointly and severally liable for the product or service that the registered member uses during a campaign.

The registered member must at all times observe the user instructions and/or comply strictly with the instruction leaflet for the product or service.

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### **Generated content**

When participating in this campaign you will have the opportunity to demonstrate your ambassador activity by posting content online which includes but is not limited to images, videos, reviews, testimonials, tweets and other media formats (hereafter called "the Online Content"). By participating in this campaign you agree that Samsung can utilize all or any of the Online Content in marketing activities whether for or related to this campaign or for or related to any other marketing activities whatsoever and you hereby waive any intellectual property rights, to include but not limited to copyright, to the Online Content.'