

The Insiders' Samsung Campaign

Terms & Conditions

The Insiders – June 2023

1. Promoter

- 1.1. The Campaign is run by “The Insiders UK”.

2. Campaign

- 2.1. Subject to these terms and conditions, members of The Insiders' community will be selected to participate in a free upgrade campaign whereby upon selection to participate by The Insiders, if they purchase a Samsung Galaxy Z Flip 4 128GB in their choice of colour (subject to availability) (the “**Flip 4**”), then on launch of the new generation mobile (the “**New Mobile**”), they will be able to trade in the Flip 4 for the 256GB version of the New Mobile for free.

3. Eligibility and application process

- 3.1. To participate in the Campaign, applicants must:
 - 3.1.1. be 18 years or older;
 - 3.1.2. reside in the United Kingdom and have an address in that country to which the Flip 4 and the New Mobile will be delivered;
 - 3.1.3. be a member of The Insiders community. Only one application to The Insiders community per household is permitted; and
 - 3.1.4. make a Qualifying Purchase of the Flip 4 (see section 5 below).
- 3.2. Applicants fulfilling all of the above criteria may apply to participate in the Campaign by registering their interest on www.theinsidersnet.com by no later than 25 July 2023.
- 3.3. By applying to take part in the Campaign, participants are agreeing to be bound by these terms and conditions.

4. Selection process

- 4.1. Selection of successful applications will be made by The Insiders and The Insiders' decision is both binding and final. Failure to be selected for this Campaign will have no bearing on any subsequent applications for, or participation in, other campaigns run by The Insiders.
- 4.2. Successful applicants (“**Participants**”) will be informed by email by no later than 26 July 2023 that they have been selected to participate in the Campaign. Unfortunately, we will not be able to contact unsuccessful applicants. **Please do not purchase a Flip 4 in order to seek to make the free upgrade unless you have been informed that you have been successful, and until you receive instructions to do so, as such purchase will not be eligible for the upgrade.**

5. How the Campaign Works

Making a Qualifying Purchase

- 5.1. The Insiders will contact Participants by email informing them that they need to make a Qualifying Purchase of the Flip 4.

- 5.2. Only a Qualifying Purchase will be eligible for the free upgrade to the New Mobile, subject to the remainder of this clause. The purchase of the Flip 4 will only be a Qualifying Purchase if all of the following conditions are met:
 - 5.2.1. Participant must purchase a new Flip 4. The purchase of a refurbished Flip 4 or a different model of Flip 4 will not count as a Qualifying Purchase;
 - 5.2.2. the Flip 4 must be purchased through [Samsung.com/uk](https://www.samsung.com/uk) at the price available through that website. Prices may vary according to region, and Participants may take advantage of any offers available via [Samsung.com/uk](https://www.samsung.com/uk) (subject to applicable terms), including for example the trade-in scheme and payment plan options;
 - 5.2.3. the Flip 4 must be delivered to an address within the UK; and
 - 5.2.4. Flip 4 must be purchased by no later than 31 July 2023.
- 5.3. The Participant's purchase of the Flip 4 will be subject to Samsung's terms and conditions available here www.samsung.com/uk.
- 5.4. Participant must send proof of the Qualifying Purchase to The Insiders within 2 (two) working days of purchase.
- 5.5. Following verification, the Participant's eligibility for the free upgrade to the New Mobile will be confirmed and notified to the Participant by email or through their account on www.theinsidersnet.com. The upgrade process shall operate as set out in sections 5.6 – 5.8 below.

Upgrading to the New Mobile

- 5.6. To be eligible for the free upgrade to the New Mobile, the Flip 4 must be traded-in for the New Mobile in accordance with Samsung's trade-in policy, which can be found here www.samsung.com/uk.
- 5.7. Once the New Mobile has been launched, The Insiders will send an email to the Participant with instructions on how they can upgrade to the New Mobile. The Participant will be sent a unique code and a link through which the Participant can order the New Mobile.
- 5.8. When ordering the New Mobile, the Participant must include details of the Flip 4 which will be traded-in for the New Mobile at no additional charge to the Participant, subject to Samsung's trade-in policy available here www.samsung.com/uk.
- 5.9. On receipt of the New Mobile, the Flip 4 must be returned in accordance with Samsung's trade-in policy.

6. Campaign Actions

- 6.1. Participants are requested to do the following:
 - 6.1.1. write a product review of the Flip 4 and post to The Insiders website;
 - 6.1.2. update the product review of the Flip 4 with comparisons against the New Mobile;
 - 6.1.3. complete the end survey sent by The Insiders at the end of the Campaign.

7. Online Content

- 7.1. Whilst participating in this Campaign, Participants will have the opportunity to demonstrate their ambassador activity by posting content online including, but not limited to, the Campaign Actions and any other images, videos, reviews, testimonials, tweets and other media formats (the "**Online Content**").

- 7.2. By participating in this Campaign, you agree that Samsung can use or utilise all or any of the Online Content, free of charge, in its 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, including but not limited to, copyright in the Online Content.

8. Returns and exchanges

- 8.1. The Participant shall be entitled to exercise its rights to return or exchange either the Flip 4 or the New Device in accordance with Samsung's terms and conditions available here www.samsung.com/uk subject to the following:
- 8.1.1. if the Participant chooses to return the Flip 4 before upgrading to the New Mobile in accordance with these terms, the Participant shall no longer be entitled to participate in the Campaign
- 8.1.2. if the Participant chooses to return or exchange the New Mobile, it shall only be entitled to a refund of the amount of the Qualifying Purchase, excluding any delivery fees. For the avoidance of doubt, the Participant shall not be entitled to a refund of the price of the New Mobile.

9. Data protection

- 9.1. Insiders will only process your personal information as set out in our privacy policy: [The Insiders - Users & privacy \(theinsidersnet.com\)](http://theinsidersnet.com).

10. How to contact us

11. If you have any queries about the Campaign, please contact us by email at infouk@theinsiders.eu.

12. Governing law

- 12.1. These terms and conditions are governed by English law. If any entrants to the Campaign wish to take court proceedings, then they must do this within the courts of England.

13. General

- 13.1. The Insiders is not responsible for technical or other problems in this Campaign arising from it or caused by elements that cannot be controlled by either The Insiders or Samsung.
- 13.2. It is the responsibility of each prospective applicant to ensure that both the software and hardware are protected, and are in good working condition.
- 13.3. Participation in this Campaign implies the unconditional acceptance of these terms and conditions.
- 13.4. 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 product or service 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.
- 13.5. The registered member must at all times observe the user instructions and / or comply strictly with the instruction leaflet for the product or service.

13.6. The website, as well as the content of its texts, images, graphics, sound files, animations, video recordings, data organisation and databases which may have been included (i.e. the information) remain the intellectual property of The Insiders. The information is protected under the Act of 30 June 1994 covering its copyright and related rights, and by the entirety of the regulations applicable to intellectual property. You have the right to consult the information on the website for private and personal use and / or to download it. Any other use including but not limited to the reproduction, dissemination, making available to the public and / or re-use in any form, in whole or in part, temporarily or permanently, of the site or the details of The Insiders is strictly forbidden without the prior written permission of The Insiders.