

## **The Insiders Samsung Gear IconX Campaign Insiders Participation Conditions**

The Insiders Samsung Gear IconX Campaign is run and operated by The Insiders as a subsidiary of GrapeVine US. “The Insiders” and its subsidiaries are not responsible for technical or other problems in this campaign arising from it or caused by elements that cannot be controlled by either company. It is the responsibility of each participant to ensure that his software and hardware are protected and are in good working condition. This trial campaign is not offside any contest regulations and any applicable law. Participation in this campaign implies the unconditional acceptance of these rules as well as clear action by the participant:

- Completion of the end survey is mandatory.
- After completion of the program, if you wish to return your device you must do so within the timeframe allotted and with the device and VIP pack intact and undamaged. Return shipping timeframes will be announced during the end survey at the close of the campaign.
- The device must be sent back in accordance with the specified return procedure (see below ‘Returning the device’).
- Adherence to the Insiders ‘Code of Conduct’ is mandatory. A detailed description of these policies can be found below.
- All other necessary agreements entered into by the Insider upon subscription can be found in the sections outlined below:

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### **Campaign Overview**

As a participant in the Insiders Samsung Gear IconX campaign, you have the privilege of using the Samsung Gear IconX to trial during the campaign period and in exchange, agree to complete the word of mouth activities set forth in your campaign letter/guide which you will receive with your VIP pack. Additionally, it is important for you to complete the end survey to indicate your choice regarding retaining or returning the Samsung Gear IconX at the end of the campaign. The end survey will be put online at the end of the campaign, and you will be advised of this via the email address on file for your account and on our campaign blog. The end survey must be completed by the end date communicated at its publication.

## **Campaign Dates**

The duration of the campaign is clearly stated on the website and via the blog posts. Participants will be able to use the Samsung Gear IconX between December 26<sup>th</sup>, 2017 and February 6<sup>th</sup>, 2018 for a period of 5 weeks.

## **Registration**

You can apply to take part in this campaign by subscribing at [www.theinsidersnet.com](http://www.theinsidersnet.com). Prospective applicants must complete the campaign entry survey questions truthfully and in full during the subscription phase to be eligible for consideration.

## **The Insiders Website**

GrapeVine US, operating as The Insiders, and its subsidiaries cannot be held liable for direct, indirect or incidental damage resulting from use of the website or information obtained via the website. The website, as well as the content of its texts, images, graphics, sound files, animations, video recordings, data organization 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.

## **Third party websites**

Our company's websites include links to other external websites including but not limited to Facebook, Twitter, YouTube, the websites of our clients, merchants and/or external retailer websites, all of which we do not garner control over. The Insiders and its subsidiaries are not responsible for the content on these websites and therefore cannot be held liable for any loss or damages incurred from accessing them. It is the responsibility of our members to reference the terms and conditions policies of any external website they access from our site.

## **Payment & Deposit Details**

Please note that upon subscribing to this campaign, no deposit is required. Once the subscription period is closed, a **preselection** of campaign participants will be made. If preselected, you'll receive an **e-mail with payment information** for the deposit of \$99.

**This deposit is required in case of loss, theft or damage to the device and is 100% refundable at the close of the campaign** should you wish to return your device per the campaign terms and conditions.

**The first 150 Insiders to pay the deposit upon receipt of their pre-selection emails will confirm their spot in the campaign.** Failure to pay your deposit in time may result in loss of your spot in the campaign.

Your deposit will be made through our virtual marketplace via Squareup.com, our merchant service provider. Upon selection to the campaign you will be sent a link to our Insiders Marketplace where you will select the VIP pack and enter your payment details to check out. A confirmation of your deposit will be sent to you via the email entered in at the time of payment. For a detailed overview of the payment privacy policy, please refer to the privacy policy of our merchant service provider <https://squareup.com/legal/privacy>

At the end of the campaign, you may keep the device at no additional cost and we will retain your deposit, or you may return your Gear IconX. The Insiders, as a subsidiary of Grapevine US, will refund you the full amount of your initial deposit within 10 business days from the date you return your Gear IconX. You must return your device within 10 business days of the campaign end upon receipt of your return shipping label to be eligible for the full refund. If you don't return it within the 10 business days of the end of the program, you will not be eligible for a refund and you will be deemed to have purchased the device.

### **Users & Privacy**

All details will be treated with the utmost confidentiality. Personal information about participants will only be passed to third parties with explicit permission from the participant. [See our full Users & Privacy policy here.](#)

### **Participant Selection**

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

### **Participant Device Handling and Care**

It is the participant's responsibility to keep their Samsung Gear IconX clean and in good working order whilst it's in their possession, and they should not in any circumstance sell - or attempt to sell – the device as they risk breaching the product returns policy as well as the product resale prohibition outlined below.

### **Products not intended for resale**

The resale of products, services, coupons or vouchers received through an Insiders campaign or provided by any of our clients is strictly prohibited. Any violation of this provision by a member will result in immediate campaign removal and/or termination of your Insiders membership indefinitely.

### **Product Liability**

Our Company is in no way liable for immediate or consequential damage as a result of use - or ineffectuality of use - of products. As an intermediate party between our consumers and our clients, we are not liable for the tested products themselves, in terms of experience, defects, guarantee or any other direct or indirect damage, as this remains under the responsibility and liability of the manufacturer directly, as are all necessary technical, chemical, medical, pharmaceutical or other tests / investigations, analyses, or product recalls of the test product that have been carried out. Our company is not liable towards participating members in any way related to the product usage and members will not assert any claims to our Company, affiliated companies or employees. Members are responsible themselves to read carefully all provided information by the manufacturer and to use the product correctly and at own risk. Our company is also not liable for loss, damage or inability to deliver promised goods. Our company reserves the right to withdraw products at any time or change campaign conditions to participate.

### **Return Policy**

When the campaign ends, you can return the device by following the process specified:

1. Fill out the end survey to confirm your return intention. The end survey will be communicated via email at the end of the campaign by The Insiders.

2. You will receive a return shipping label as well as instructions to return the devices. The instructions will be provided by The Insiders at the end of the campaign. You will have 10 business days from the date you receive the shipping label to complete your return.
3. The Samsung Gear IconX is returned undamaged, clean and complete in the original packaging (box, inside packaging, any accessories and Insiders pack) in the time frame specified.

If the device is returned by a different method than agreed this will be at the expense and risk of the sender. Additionally, if the items in the VIP pack are returned incomplete, damaged, or with pieces missing your deposit will be withheld.

### **Campaign 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 they have no obligation to share or explain details of the criteria used.

### **Code of Conduct**

Participation as a member in the Community is subject to the following Code of Conduct, in both offline conversations and online postings when participating in advocacy and influencer campaigns:

- **Be Honest:** Word of mouth only works if it is honest. You are free to express your own opinion about a product, positive or negative, but please be civil in doing so 😊
- **Provide us with feedback:** You are our eyes and ears! Stay in touch and send us feedback about your experiences and others' opinions.
- **Disclosure:** Transparency is a powerful thing. By being open and stating clearly that you are an Insider, you build trust and establish yourself as an honest source.
- **Online Communication Regulations & Disclosures:** Members must follow all FTC disclosure guidelines: (<https://www.ftc.gov/news-events/press-releases/2013/03/ftc-staff-revises-online-advertising-disclosure-guidelines>) and endorsement/ testimonial guidelines: (<https://www.ftc.gov/news-events/press-releases/2009/10/ftc-publishes-final-guides-governing-endorsements-testimonials>) when completing personal posts or posts for our company. Our company requires all participants to disclose the fact that they are providing their feedback and opinions as part of a promoted campaign. We provide in-campaign training and monitoring to ensure members fully understand these guidelines. In addition, to remain FTC compliant, if content is modified in any way after the close of the campaign, the required disclosure must remain intact.
- **Be Active:** This means sending feedback regularly, following guidelines and engaging in campaign activities. We put a lot of effort in generating great campaigns for you, which is why being active is crucial. Additionally, this will increase your chances of future campaign participation, whereas no or limited activity will result in removal temporarily or fully from our community.

- **Be Responsible:** As an influencer within your group of friends, bear in mind that some campaigns have age restrictions (e.g. campaigns involving alcohol, adult content, pharmaceutical products etc.). Be aware of this when sharing samples, handing out coupons, taking photos etc.
- **Be Respectful:** since we are an open community, you are free to express your own opinion. Nevertheless, don't forget your opinion is visible for everyone to read. Therefore, we ask you to be polite and avoid derogatory, inappropriate or aggravated comments or speech that is disruptive to our Insiders community. Members are required to show respect to one another regardless of race, religion, sexual orientation, etc. Any communication deemed in violation of these policies will be removed from our channels and the member responsible will be removed indefinitely.
- **Be Creative:** All content produced by you is 100% original and will be regarded with high standards. We do not tolerate plagiarism or stealing of photos, video, written reviews or other content. Members must always give credit where credit is due when applicable and submit original content when it is required.
- **Have fun:** Participating in a campaign is an exciting journey you want to share with friends and family!

### **User 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 "user generated content"). By participating in this campaign, you agree that The Insiders and its subsidiaries can utilize any and all of the user generated 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 user generated content.

### **Termination**

Both members (by going to the "My Profile" section of the website) and Our Company reserve the right to terminate the service at any time. Our company cannot be held liable by a member or third parties as a result of closing an account. Please note anyone wishing to close their account during a campaign in which they are a participant must still adhere to the campaign conditions and return dates and policies as stated and agreed to by the participant at the start of the campaign. Additionally, we may terminate any member for any reason, at any time due to misconduct or failure to adhere to the terms set forth here. Misconduct or misuse of campaign materials or products received, as well as harassment or abuse of other members of the Insiders community will result in immediate termination. All sections of this agreement intended to survive termination by nature of the requirements set forth shall survive termination of these terms and conditions.