# AFFORDABLE MOBILES LIMITED Samsung Cashback Promotion TERMS AND CONDITIONS

Participants agree to be bound by these terms and conditions (the "Terms and Conditions"). Any information or instructions published by the Promoter about the Promotion at **'https://www.affordablemobiles.co.uk/claim-your-cashback'** form part of these Terms and Conditions.

# The Promoter

1. The Promoter Affordable Mobiles Limited trading as Affordable Mobiles. AO Park, 5a The Parklands, Lostock, Bolton, BL6 4SD ("Promoter/us/our/we").

# **Promotion Period**

 The Promotion will commence at 00:01 (GMT) on 8th May 2024 and run until 23:59 (GMT) on 4th June 2024 on selected Samsung Phones. (the "Promotion Period").

# Eligibility

- 3. To be eligible to participate in the Promotion you must be a legal resident (aged 18+) of either the United Kingdom (including the Channel Islands and Isle of Man) or the Republic of Ireland ("Individual Participant") or a business with an address in one of the same ("Company Participant"). For the avoidance of doubt, within these Terms and Conditions the term "Participant" shall be taken to refer to both Individual Participants and Company Participants (and the applicable plural) unless stated otherwise.
- 4. Employees or agents of the Promoter that are involved in the operation of this Promotion or anyone professionally connected to this Promotion are not eligible to enter.
- 5. Network providers, retailers, distributors, resellers and any person who purchases a Promotion Product (defined below) for resale or otherwise not as the user of the Promotion Product, may not participate in this Promotion and are specifically excluded as a Participant. Any use of a staff discount on the purchase of a Promotion Product will render the purchase ineligible for the Promotion.

### Offer

6. Participants who purchase (during the Promotion Period) selected Samsung handsets on a New Contract (**"Promotion Product"**) from Mobile Phones Direct

will be eligible to claim up to £100 cashback via redemption subject to full compliance with these Promotion Terms and Conditions.

- 7. To qualify for this Promotion, the Promotion Product must be purchased from Mobile Phones Direct located within the United Kingdom, Channel Islands, Isle of Man or Republic of Ireland.
- Participants may submit a maximum of one (1) Claim per Promotion Product purchased up to a maximum of one (1) Claim per Individual Participant and four (4) Claims per household. Company Participants may submit a maximum of one (1) Claim per Promotion Product purchased and receive up to ten (10) Rewards in total.

### Claims

- After purchasing a Promotion Product in order to claim, Participants must visit <u>https://www.affordablemobiles.co.uk/claim-your-cashback</u> (the "Website"), and complete the presented claim form by providing the requested information in order to make an application for their Reward under the Promotion (a "Claim").
- 10. Claims can only be submitted between thirty (30) days and sixty (60) days after the of date of connection of the Promotion Product (the **"Claim Period"**). The final date to submit a Claim against a Promotion Product is 23:59 (BST) on the 6th July 2024. For the avoidance of doubt, the date of purchase as shown on the relevant proof of purchase shall be considered day one (1). Claims received outside the Claim Period will be marked as invalid and will not be accepted.
- 11. Please note that processing of Claims received may take up to ten (10) days from the date of receipt of the Claim.
- 12. Subject to making a valid Claim in accordance with the Terms and Conditions, the Reward will be delivered within thirty (30) days of the Claim being validated.
- 13. Claims that are incomplete or damaged will be deemed invalid. No responsibility is accepted by the Promoter for lost, delayed or damaged data which occurs during any communication or transmission of Claims.
- 14. The Promoter reserves the right in its absolute discretion to disqualify Claims which it considers do not comply with these Terms and Conditions.
- 15. The Promoter shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Claims including, without limitation, to require further verification as to proof of purchase, as well as the identity, age and other relevant details of a Participant. This process may involve the Promoter sharing information with third parties. In the event your

information is linked to fraudulent claims or abuse of the terms and conditions of previous promotions, you will be unable to participate in this Promotion and your Claim will be rejected.

- 16. If a Participant returns the Promotion Product, the Participant must not make a Claim. If a Participant returns or cancels the delivery of a Promotion Product after submitting a Claim, the Claim will be invalidated, and the Participant must cancel the Claim immediately by calling the relevant contact number listed above in Condition 14. The Promoter reserves the right to check whether a Promotion Product has been returned or delivery cancelled and by submitting a Claim the Participant provides consent to the Promoter to do so. Where the Reward has already been sent then the Promoter shall seek to recover the Reward from the Participant which where necessary may involve legal action being carried out against the Participant.
- 17. Should you wish to raise a dispute regarding a Reward delivery, you must do so no later than 30 days from the date the despatch notification email referred to in Condition 16 has been sent to you.

### **Privacy and Data Protection**

- 18. The Promoter's use of any personal information submitted by the Participant shall be limited to communications about the Promotion and for managing Claims and Reward redemption processes. The Participant hereby consents to its personal information being used for this purpose and confirms that it agrees with the Promoter's privacy policy. The Participant may withdraw consent to such use of personal information by writing to the Promoter or by using the optout process outlined in the Promoter's privacy policy.
- 19. The details and information provided by the Participant when entering the Promotion or claiming the Reward may be passed to third parties in connection with the processing of their Claim but will not be used for any other purpose other than as set out in these Terms and Conditions, unless you specifically consent to share your data for additional purposes.

### General

- 20. The Promoter shall not be liable for any interruption to the Promotion whether due to force majeure or other factors beyond the Promoter's control.
- 21. The Promoter reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the Terms and Conditions of the Promotion.
- 22. The Promoter will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its

reasonable control; (b) any late, lost, misrouted, or damaged transmissions or Claims; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; or (e) any printing or typographical errors in any materials associated with the Promotion.

- 23. Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in the Terms and Conditions as being included.
- 24. By participating in this Promotion, you agree, to the maximum extent permitted by applicable laws, to release and hold the Promoter harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotion, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Reward. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Promoter's negligence.
- 25. The Promotion is governed by the laws of England and Wales.