



First Quarter 2012

Learn 2 Win Promotion

Terms and Conditions

Promotion participation is strictly limited to Samsung Authorized Dealers, Distributors, and Resellers:

1. Agreement to all Program Terms and Conditions, as well as strict adherence to the Authorized Samsung Dealer, Distributor, and Reseller Contract.
2. Agreement to remain current with Samsung accounts receivable, and/or become current prior to participation in this Promotion.
3. The Terms, Conditions and Eligibility as outlined herein will be in effect for the duration of the Promotion.
4. All sales made under this Promotion agreement are fulfilled under the terms and conditions of the Authorized Samsung Dealer, Distributor, and Reseller Contract.
5. Winners are responsible for all applicable taxes and activation fees.
6. Winners will receive their prizes within 30 days of the drawing on April 3, 2012.
7. Samsung will use a random number generator program to "draw" the winning numbers and winners will be notified by e-mail.
8. Samsung expressly disclaims any and all liability relating to the results of any of its marketing plans or promotions. This incentive may not be used in conjunction with any other Samsung incentive unless otherwise specified within the terms and conditions of this incentive.
9. Samsung reserves the right to cancel this Incentive for any reason, at any time with or without notice and with or without cause. In all matters relating to the interpretation and application of any term or condition or phase of this Incentive, the decision of Samsung shall be final. Samsung reserves the right to cease or extend the Incentive and to add, modify or delete any of the policies at any time with or without notice. By participating in this Incentive, the Dealer agrees to accept the terms and conditions of the Incentive and agrees to give up any additional rights or claims to rewards beyond that stated in the Incentive. Any attempt to manipulate the Incentive intent, which is to promote committed sales growth of Samsung products may cause eligibility to the Program to be lost, Dealer, Distributor or Reseller declared ineligible.
10. **WITH RESPECT TO THE PROGRAM, SAMSUNG'S ENTIRE LIABILITY, OR FROM SAMSUNG'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, SHALL BE LIMITED TO THE INCENTIVE UNDER THE PROGRAM. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM OR OF ACTUAL NOTICE, SAMSUNG SHALL NOT BE LIABLE FOR (a) ANY INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, OR (b) ANY DAMAGES RELATING TO A CLAIM MADE AGAINST DEALER, DISTRIBUTOR OR RESELLER BY A THIRD PARTY.**
11. Samsung may refuse or cancel Dealers, Distributors or Resellers participation in the Incentive at any time and for any reason whatsoever. Samsung shall have no liability to Dealer, Distributor, or Reseller for such refusal or cancellation.
12. The Incentive terms constitute the entire agreement between Samsung and Dealer, Distributor or Reseller with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever and in any manner whatsoever relating thereto. Samsung will not be bound by any modifications made by Dealer, Distributor or Reseller to any terms and conditions unless specifically agreed to in writing and signed by an authorized representative of Samsung.