

## **CASHBACK PROMOTION BY SIMPAISA TERMS & CONDITIONS**

- These terms and conditions govern the use and offer of the Cashback Offer (the "Offer") offered by Publishex Solutions (Private) Limited through their payment technology solution by the name of Simpaisa ("Simpaisa") on the official Samsung e-store in Pakistan, https://www.samsung.com/pk/ (the "e-store"). This Offer shall remain valid for the Offer Validity Period defined in clause 8 below.
- Under the Offer, customers who purchase the products listed in the table below (the "Eligible Product Models") will be eligible to receive the corresponding amount stated in the table below as a cashback if the payment is made through a Mobile Wallet listed below (the "Cashback").

S.No	Eligible Product Models	Cashback Amount
1.	Samsung A06	PKR 500
1.	Samsung A16	PKR 1,000

- 3. Customers will only receive the Cashback if they make the full payment of the Eligible Product Model using the following Mobile Wallets only:
  - i. JazzCash
  - ii. Easypaisa
  - iii. Alfa wallet
  - iv. HBL Konnect

Collectively the "Mobile Wallets".

Use of any other payment method will preclude the customer from receiving the Cashback or participating in the Offer.

- 4. Customers will receive the Cashback in the Mobile Wallet used by them to purchase the Eligible Product Model within seven (07) working days of the successful delivery of the Eligible Product Model as per the general terms and conditions of the E-store.
- 5. The Cashback can only be availed once by each customer during the time that the Offer is live on e-store.
- 6. The customer understands that Simpaisa is the sole sponsor, funder and disburser of all Cashback amounts. Samsung Gulf FZE ("Samsung") and/or its authorised distributors are not liable to the customer in relation to any payment/non-payment of the Cashback. Samsung is merely communicating the Offer on its e-store, all liability with regard to the Offer, payment and Cashback lies solely with Simpaisa. Samsung will not be liable to the customers under this Offer under any circumstances.
- 7. Simpaisa reserves the right to modify, suspend and/or terminate the Offer, in whole or in part, at any time without prior notice to the customer and without incurring any liability. Samsung reserves the right to remove this Offer from the e-store at any time.

- 8. "Offer Validity Period": This Offer is valid from 26th May, 2025 on a first-come, first-served basis and shall remain valid until the earlier of the following events occur:
  - a. the moment Simpaisa's entire Cashback pool allocated to this Offer has been fully disbursed, as determined by Simpaisa's transaction records; or
  - b. until the right reserved within clause 7 of these terms & conditions is exercised by Samsung or Simpaisa.
- 9. All queries, complaints or disputes concerning the **Offer** including the Cashback or payment-processing issues must be directed to Simpaisa or the relevant Mobile Wallet. Samsung is not responsible for any such issues and will not be treated as a party to such disputes.
- 10. This **Offer** may be combined with other ongoing promotions or discounts available on the e-store.
- 11. Simpaisa acts as the enabling technology partner for payment processing and Cashback disbursement, and bears no responsibility for product quality, delivery, or warranty claims.
- 12. All product-related issues, including but not limited to product defects, warranty claims, or delivery issues, are the sole responsibility of Samsung's relevant authorised distributor. In relation to the sale and delivery of the Products, the Terms and Conditions of the e-store, as available at https://images.samsung.com/is/content/samsung/assets/pk/home/220307\_Terms\_and\_Conditions\_eStore.pdf, shall apply in addition to the terms of this **Offer**.
- 13. Samsung and Simpaisa shall not be liable for any indirect, incidental, consequential, special, or exemplary damages arising out of or related to this Offer, including but not limited to any loss of data, revenue, profits, or business opportunities, even if advised of the possibility of such damages.
- 14. Samsung and Simpaisa shall not be held responsible for any delay or failure to perform any obligations under this Offer if such delay or failure results from events beyond their reasonable control, including but not limited to acts of God, pandemics, government actions, or network failures.
- 15. The customer agrees and acknowledges that this **Offer** is not a part of the consideration for your decision to purchase the Eligible Product Model and that your decision has not been made based on the availability of this Offer. The **Offer** is provided gratuitously, without any additional/separate consideration from the customer and is at the complete discretion of Simpaisa.
- 16. Any dispute of whatever nature, which is directly or indirectly related to these terms and conditions or to the customer participation in the **Offer**, shall be governed by the laws of the Islamic Republic of Pakistan, and shall be resolved by the competent courts at Lahore and the Customer's remedy shall only be against Simpaisa or the relevant Mobile Wallet and not against Samsung or any of its affiliated entities, as this **Offer** is exclusively being offered by Simpaisa in collaboration with the Mobile Wallets.

