Samsung Health – Calm Offer

TERMS AND CONDITIONS

(UPDATED ON DECEMBER 10, 2019)

1. Eligibility: Samsung Health – Calm Offer (the "Offer") is open to legal residents of the 50 United States including D.C., who are eighteen (18) years old or older, have one of the "Qualifying Devices": any Samsung Galaxy phone that has installed version 6.4 or higher of the Samsung Health App and has installed Android 6.0 "Marshmallow" or higher operating system on their Qualifying Device. Individuals who have previously participated in a Calm Premium trial are not eligible to participate in this Offer. Offer is void where prohibited or restricted by law. Eligible individuals are each, a "Participant," collectively the "Participants" (and may also be referred to throughout these Terms and Conditions as "you" or "your").

2. Timing: The Offer begins on March 8, 2019 at 9:00 a.m. Eastern Time ("ET") and ends on June 30, 2020 at 11:59 p.m. ET or ***while supplies last*** (the "Offer Period"). Sponsor's server is the official time-keeping device for the Offer.

3. How to Participate in Offer: Participants must take the following actions in order to be eligible for the Offer during the Offer Period:

a) Log in to your Samsung Account. If you do not have a Samsung Account, you may create one at no cost by visiting https://account.samsung.com/membership/intro.

b) From the Qualifying Device, open the Samsung Health App. Tap the "Discover" tab and then tap the "Promotions" icon and find the advertisement for this Offer. Follow the links in the advertisement to visit the Calm Special Offer site. Next, complete and submit a registration form including a valid credit card (no charges will be applied to your credit card at this time).

c) Upon completion of these requirements and verification of your credit card, you will have access to the 6-month trial of a Calm Premium service ("the Reward") within the Samsung Health app, valued at approximately $25. ***NOTE: The Calm App offered within the Samsung Health app does not offer all services included within the Calm Premium service accessible through the stand-alone Calm mobile app. For example, you will not receive access to Calm Masterclasses or the Calm Body program.***

d) Upon completion of the trial, Calm will automatically renew a yearly Calm subscription and will charge your credit card $49.99 for this annual subscription. To avoid this charge, you must turn off Auto Renewals by visiting https://www.calm.com/profile/manage-subscription to cancel your subscription at least 24 hours before the 6-month period ends.

e) No refunds or credits are provided for annual subscriptions cancelled after the renewal date.

Limit: One (1) Reward per Samsung Account.

4. Sponsor: Samsung Electronics America, Inc., 85 Challenger Rd., Ridgefield Park, NJ 07660. **Administrator:** Calm.com, Inc. ("Calm"), 140 Second Street, Floor 3, San Francisco, CA 94105.

5. Participant's Personal Information and Terms of Service: Information collected by Sponsor from Participants in this Offer is subject to Sponsor's Privacy Policy. By accepting the Offer, Participants will provide information Calm, subject to its Privacy Policy. Participant will also be required to accept Calm Terms of Service.

6. Release: By receipt of the Reward, Participant agrees to release and hold harmless Sponsor, Calm, and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion, agents, and offer suppliers, and each of their respective parent companies and each such entity's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Offer or receipt or use or misuse of the Reward.

PARTICIPANT FURTHER UNDERSTAND AND AGREE THAT IF PARTICIPANT IS A RESIDENT OF CALIFORNIA, ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA ARE HEREBY EXPRESSLY WAIVED. SECTION 1542 READS AS FOLLOWS: "**CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE,**

WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." IF YOU ARE NOT A RESIDENT OF CALIFORNIA, YOU WAIVE ALL RIGHTS UNDER ANY LAW SIMILAR TO SECTION 1542 THAT MAY EXIST IN YOUR STATE OF RESIDENCE.

7. Disclaimer. Participant acknowledges that the Reward is provided by Sponsor on an "as is" basis with no warranty of any kind. SPONSOR DISCLAIMS ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

8. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Offer, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Offer, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Offer or to be acting in violation of these Terms and Conditions in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Offer may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

9. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Offer; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the operation of the Offer; (4) technical or human error which may occur in the administration of processing the Reward; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Offer or receipt or use or misuse of any Reward.

IN NO EVENT SHALL RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT PARTICIPANT HEREBY WAIVES ANY AND ALL RIGHTS TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS FROM THE RELEASED PARTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SPONSOR'S AND THE RELEASED PARTIES' CUMULATIVE LIABILITY TO PARTICIPANT ARISING FROM ANY CAUSE OF ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL LOSS; OR (B) $1,000. THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. Disputes: Except where prohibited, Participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Offer or any Rewards awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in New York or an appropriate New York State Court. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Participant and Released Parties in connection with the Offer, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

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