

## **Terms and Conditions for Straight Talk's Samsung Galaxy S9 and S9 Plus Promotion**

The following terms and conditions ("Terms and Conditions") apply to Straight Talk's Samsung Galaxy S9 and S9 Plus promotion (the "Promotion"). By participating in this Promotion, you the participant ("Participant") fully and unconditionally agree to and accept these Terms and Conditions, which are a legally binding agreement. Straight Talk is a brand of TracFone Wireless, Inc. d/b/a Straight Talk. TracFone Wireless, Inc. is the sponsor ("Sponsor") of this Promotion.

### **Participation Requirements:**

1. **Purchase** a Straight Talk GS9 or GS9+ between July 27 and August 5, 2018. Online purchase only. Does not apply to in-store purchase or pick-up in-store orders.
2. **Activate** your Straight Talk GS9 or GS9+ by August 31, 2018.
3. **Redeem** your \$100 Walmart eGift Card by texting **GIFTCARD** to **95495** by September 14, 2018 from your new phone. You will then receive a unique code to redeem your reward.

To receive your \$100 Walmart eGift Card, you must text GIFTCARD to 95495 by September 14, 2018. Void where prohibited by law. Please note, you can only text GIFTCARD to 95495 after you have completed a purchase of a Straight Talk GS9 or GS9+ on Walmart.com and activated that device. After the text message is submitted, validation of your purchase and activation will occur.

The validation process may take up to **3 business days for processing**. Once the validation process is complete, qualified consumers will receive a unique promotional code and a link to redeem the eGift card.

Please redeem the unique promotional code using the link provided in the text message you receive. All promotional codes are single-use and may be used only one (1) time. Codes cannot be replaced. Please make sure to download your Walmart eGift Card immediately after redemption of the promotional code.

### **Text Messaging (SMS) Terms and Restrictions:**

Message and Data Rates may apply to each message sent or received. By texting GIFTCARD to 95495, you consent to receive one-time automated text message replies to the number you provided. You understand that consent is not required to make a purchase. The text message you send is your electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages. Wireless service providers may charge Participants for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service pricing plan. Participants should consult their wireless service provider's pricing plan for details. Participant is responsible for all applicable fees and taxes associated with participating in this Promotion. Proof of text messaging is not

considered proof of delivery to or receipt of such Promotion. You may text "STOP" to 95495 at any time to exit the text message portion of the Promotion, or text "HELP" to 95495 for help.

Terms and Conditions apply to use of the \$100 Walmart eGift Card and will appear on the virtual card. For complete eGift Card terms and conditions please see below. Cards cannot be sold or bought. Void if sold or exchanged for compensation.

### **General Terms:**

Sponsor and TPG Rewards, Inc. reserve the right, in their sole discretion, to cancel, terminate, modify, or suspend this Promotion should computer hardware or software incidents or malfunctions, including, but not limited to virus, bugs, worms, tampering, non-authorized human intervention, fraud, technical failures or other causes beyond its control, compromise the administration, security, fairness or proper conduct of the Promotion. Sponsor and TPG Rewards, Inc. reserve the right, in their sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the operation and administration of the Promotion. For details regarding the collection and use of information from Participants, please consult Sponsor's privacy policy on the website. Additionally, Sponsor and TPG Rewards, Inc., reserve the right to prosecute any fraudulent activities to the full extent of the law. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the mobile phone number at time of entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, and its parent companies, subsidiaries, affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials related to this Promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Disputes:**

Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action, and participant shall consent to the exclusive jurisdiction of the state or federal courts of Miami-Dade County, Florida; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. 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 Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules.

Sponsor is not affiliated with Wal-Mart Stores, Inc., Wal-Mart Stores Arkansas, LLC, or Walmart.com or any of their affiliates. Wal-Mart Stores, Inc., Wal-Mart Stores Arkansas, LLC, or Walmart.com and their affiliates do not endorse or sponsor this company's services, products or activities.

See [www.walmart.com/giftcardtermsandconditions](http://www.walmart.com/giftcardtermsandconditions) for complete gift card terms and conditions.