

## **Samsung Galaxy Player Limited Warranty**

### **LIMITED WARRANTY TO ORIGINAL PURCHASER**

#### **What is Covered and For How Long?**

SAMSUNG ELECTRONICS AMERICA, INC. ("SAMSUNG") warrants that SAMSUNG's devices and accessories ("Products") are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

**Player 1 Year**

**Batteries (Including Internal Batteries) 1 Year**

**Case 90 Days**

**Other Player Accessories 1 Year**

#### **What is Not Covered?**

This Limited Warranty is conditioned upon proper use of the Product.

This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by SAMSUNG; (c) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (d) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (e) ordinary wear and tear; (f) defects or damage resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG; (g) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by SAMSUNG; (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; (i) defects or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the Product; or (j) Product used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the SAMSUNG device for which it is specified.

#### **What are SAMSUNG's Obligations?**

During the applicable warranty period, provided the Product is returned in accordance with the terms of this Limited Warranty, SAMSUNG will repair or replace the Product, at SAMSUNG's sole option, without charge. SAMSUNG may, at SAMSUNG's sole option, use

rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product.

Repaired/replaced cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards and equipment shall become the property of SAMSUNG. Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

### **What must you do to obtain warranty service?**

To obtain service under this Limited Warranty, you must return the Product to an authorized service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase, the serial number of the Product and the seller's name and address.

To obtain assistance on where to deliver the Product, please call SAMSUNG Customer Care at 1-800-SAMSUNG. If SAMSUNG determines that any Product is not covered by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Product.

You should keep a separate backup copy of any contents of the Product before delivering the Product to SAMSUNG for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service.

### **What Are the Limits On SAMSUNG's Liability?**

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF SAMSUNG'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS.

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL SAMSUNG BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of SAMSUNG regarding the Products or this Limited Warranty. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

### **What is the procedure for resolving disputes?**

ALL DISPUTES WITH SAMSUNG ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

Any such dispute shall not be combined or consolidated with a dispute involving any other person's or entity's Product or claim, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Texas, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.

For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant SAMSUNG its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and SAMSUNG shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim") shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

This arbitration provision also applies to claims against SAMSUNG's employees, representatives and affiliates if any such claim arises from the Product's sale, condition or performance.

You may opt out of this dispute resolution procedure by providing notice to SAMSUNG no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product. To opt out, you must send notice by e-mail to [optout@sta.samsung.com](mailto:optout@sta.samsung.com), with the subject line: "Arbitration Opt Out." You must include in the opt out e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under "Settings;" (iii) on a label on the back of the

Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable). Alternatively, you may opt out by calling 1-888-987-4357 no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.

### **Severability**

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

### **Precautions for Transfer and Disposal**

If data stored on this device is deleted or reformatted using the standard methods, the data only appears to be removed on a superficial level, and it may be possible for someone to retrieve and reuse the data by means of special software.

To avoid unintended information leaks and other problems of this sort, it is recommended that the device be returned to SAMSUNG's Customer Care Center for an Extended File System (EFS) Clear which will eliminate all user memory and return all settings to default settings. Please contact the Samsung Customer Care Center for details.

**Important!:** Please provide warranty information (proof of purchase) to SAMSUNG's Customer Care Center in order to provide this service at no charge. If the warranty has expired on the device, charges may apply.

### **CONTACTING SAMSUNG**

To obtain warranty service for your product, please choose one of the following:

**Call Samsung at: 1-800-SAMSUNG (726-7864)**

**or**

**Fill out our convenient, [online service request form](#)**

### **End User License Agreement for Software**

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This device requires the use of preloaded software in its normal operation. BY USING THE DEVICE OR ITS PRELOADED SOFTWARE, YOU ACCEPT THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE DEVICE OR THE SOFTWARE. INSTEAD, RETURN THE DEVICE TO THE RETAILER FOR A REFUND OR CREDIT.

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15. DISPUTE RESOLUTION.

a. Non-United States residents. If a dispute, controversy or difference is not amicably settled, it shall be finally resolved by arbitration in Seoul, Korea in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board. The award of arbitration shall be final and binding upon the parties.

b. United States residents. ALL DISPUTES WITH SAMSUNG ELECTRONICS CO. ARISING IN ANY WAY FROM THIS EULA OR YOUR USE OF THE SOFTWARE SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY. Any such dispute shall not be combined or consolidated with any other person's or entity's claim or dispute, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Texas, without reference to its choice of laws principles, shall govern the interpretation of the EULA and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the EULA. For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant Samsung Electronics Co. its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and Samsung Electronics Co. shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim") shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. This arbitration provision also applies to claims against Samsung Electronics Co.'s employees, representatives and affiliates if any such claim arises from the licensing or use of the Software. You may opt out of this dispute resolution procedure by providing notice to Samsung Electronics Co. no later than 30 calendar days from the date of the first consumer purchaser's purchase of this device. To opt out, you must send notice by e-mail to [optout@sta.samsung.com](mailto:optout@sta.samsung.com), with the subject line: "Arbitration Opt Out." You must include in the opt out e-mail (a) your name and address; (b) the date on which the device was purchased; (c) the device model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on the device box; (ii) on the device information screen, which can be found under "Settings;" (iii) on a



label on the back of the device beneath the battery, if the battery is removable; and (iv) on the outside of the device if the battery is not removable). Alternatively, you may opt out by calling 1-888-987-4357 no later than 30 calendar days from the date of the first consumer purchaser's purchase of the device and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect your use of the device or its preloaded Software, and you will continue to enjoy the benefits of this license.

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