

## LONG FORM

### Terms

Thanks for participating in the Samsung and Google Play Music offer (the “**Offer**”). By clicking “Subscribe” and participating in this Offer, you are signifying your agreement that you have read and agree to be legally bound by these Official Terms and Conditions (the “**Terms**”). In order to participate in the Offer and use Google Play you must be 13 years of age or older. If you are 13 or older but under 18 years of age, you must have your parent or legal guardian’s permission to use Google Play and to accept the Terms.

- 1) The 6 Month Offer entitles residents of Canada who are existing and new users of a Samsung Galaxy S6, Samsung Galaxy S6 edge, Samsung Galaxy S6 edge+, Samsung Galaxy Note5 device (each, an “**S6/Note5 Device**”) to sign up for a free 6 month trial of Google Play Music, provided that such resident:
  - a) has purchased and activated an **S6/Note5 Device** by December 31, 2015; and
  - b) redeemed the 6 Month Offer in accordance with these Terms by 11:59 pm PST on January 31, 2016.
- 2) The 3 Month Offer entitles residents of Canada who are existing or new users of either (i) any Samsung handheld or tablet device OTHER THAN an S6/Note5 Device purchased prior to December 31, 2015, OR (ii) any Samsung handheld or tablet device, including any S6/Note5 Device, purchased between January 1, 2016 and March 31, 2016, to sign up for a 3 month trial of Google Play Music, provided that such resident redeem the 3 month Offer in accordance with these Terms by 11:59 pm PST on April 30, 2016. 16.
- 3) To be eligible for either the 6 Month Offer or the 3 month Offer, the user must (at the time the applicable Offer is redeemed): (a) not be a current Google Play Music subscriber; (b) not have been a Google Play Music subscriber in the past 12 months; and/or (c) not have participated in any form of Google Play Music trial in the past 12 months.
- 4) To redeem the applicable Offer the user must:
  - a) activate the applicable trial of Google Play Music through the Google Play Music icon on the applicable Device
  - b) set up a Google Play Music account; and
  - c) provide a valid form of payment (e.g., credit card, PayPal, gift card or via direct carrier billing).

**IMPORTANT NOTE: A valid form of payment is required when you set up the Google Play Music Account – but, subject to Section 5 of these Terms, you will not be charged until the end of the applicable trial period. At the end of the applicable trial you will be automatically charged a monthly subscription fee (as set out below in Section 5), unless you cancel your Google Play Music trial subscription prior to the end of the applicable trial period.**

- 5) If you cancel the Google Play Music trial subscription prior to the end of the applicable trial period, then you will not be charged, and you will lose access to music subscription content that you accessed during the applicable trial period (e.g. your audio history or any playlists you have created) once the applicable trial ends. If you do not cancel the Google Play Music trial subscription prior to the end of the applicable trial period, then you will automatically be charged a monthly subscription fee, currently \$9.99 (plus applicable taxes) a month after the end of the applicable trial period, and each month thereafter until you cancel your subscription. To cancel your subscription open the “Settings” menu in the Google Play Music app or on the web, and follow the instructions there. **By clicking “Subscribe”**

**and participating in this Offer, you are expressly consenting, to the fullest extent permitted by applicable law, to being charged as outlined above in the case where you do not cancel your Google Play Music trial subscription prior to the end of the applicable trial period in accordance with these Terms.**

- 6) If you redeem this Offer, then during the applicable trial period you will receive subscription access to Google Play Music. Google Play Music entitles subscribers to listen to unlimited music from the song titles available within Google Play on a monthly basis.
- 7) A Google Play Music subscription is subject to the Google Play Terms of Service <https://play.google.com/about/play-terms.html>.
- 8) This offer is subject to availability of the applicable Device in Canada.
- 9) The Offer is not valid with any other offer must be redeemed by the owner of the applicable Device. The Offer is not transferrable or assignable to anyone.
- 10) Google reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Offer mechanics stipulated in these Terms, or to cancel the trial offer, at any time without prior notice, to the extent deemed necessary by Google.
- 11) Internet access is required to use Google Play Music and additional application and data network usage charges from your wireless operator may apply in connection with your use of Google Play Music. Please contact your service provider for pricing and service plan information and rates.
- 12) The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.
- 13) To the fullest extent permitted by applicable law, for users outside the province of Quebec, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, Google or any users who participates in the Offer will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law terms or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this Offer.
- 14) This Offer is subject to all applicable federal, provincial and municipal laws. The decisions of Google with respect to all aspects of this Offer are final and binding on all participants without right of appeal. ANYONE DEEMED BY GOOGLE TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF GOOGLE AT ANY TIME.