

# Samsung Pay Share in 1 million Qantas Points Promotion 2017

## TERMS AND CONDITIONS

1. Instructions on how to participate and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this "Samsung Pay Share in 1 million Qantas Points Promotion 2017" ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other promotion or offer.
2. The Promotion is for a chance for ten (10) Eligible Entrants who each submit an Eligible Entry in accordance with these Terms and Conditions to win a Prize (each capitalised term defined in these Terms and Conditions).
3. This Promotion is a game of chance and is authorised under NSW Permit No. **INSERT**, ACT Permit No. **INSERT**, & SA Licence No. **INSERT**.
4. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 ("**Promoter**" or "**Samsung**").
5. This Promotion commences at 10:00am (AEST) on Monday, 11th September 2017 and ends at 11:59pm (AEST) on Friday, 11th October 2017 ("**Promotional Period**").

### Definitions

6. For the purpose of these Terms and Conditions:
  - a) "**Draw**" has the meaning described in clause 12 of these Terms and Conditions;
  - b) "**Eligible Bank Card**" means a debit card or credit card supported by Samsung Pay in Australia, a list of which is available at the URL <http://www.samsung.com/au/apps/samsungpay/banking-partners>;
  - c) "**Eligible Entrant**" has the meaning described in clause 8 of these Terms and Conditions;
  - d) "**Eligible Entry**" has the meaning described in clause 8 of these Terms and Conditions;
  - e) "**Eligible Device**" means any of the following Samsung Galaxy devices:
    - a. S6 (SM-G920I);
    - b. S6 Edge (SM-G925I);
    - c. S6 Edge+ (SM-G928I);
    - d. Note 5 (SM-N920I);
    - e. S7 (SM-930F);
    - f. S7 Edge (SM-G935F);
    - g. A5 (SM-A520F);
    - h. A7 (SM-A720F);
    - i. S8 (SM-G950);

- j. S8+ (SM-G955F) and
- k. Note 8 (SM-950F);
- f) "**IMEI Number**" means the unique 15-digit serial number known as the International Mobile Equipment Identity number in relation to an Eligible Device;
- g) "**Immediate family member**" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin;
- h) "**Prize**" means 100,000 Qantas Points;
- i) "**Qantas**" means Qantas Airways Limited ABN 16 009 661 901;
- j) "**Qantas Frequent Flyer Member**" means a person who is a member of the Qantas Frequent Flyer Program (for individuals);
- k) "**Qantas Frequent Flyer Membership Number**" means the membership number allocated to a Qantas Membership Account;
- l) "**Qantas Frequent Flyer Program**" means the frequent flyer program operated by a Qantas Group Company;
- m) "**Qantas Group Company**" means Qantas or any related body corporate (as that term is defined in the *Corporations Act 2001* (Cth)) of Qantas from time to time;
- n) "**Qantas Frequent Flyer Membership Account**" means the account held by a Qantas Frequent Flyer Member;
- o) "**Qantas Frequent Flyer Program Terms and Conditions**" means the terms and conditions which govern the Qantas Frequent Flyer Program and are available at the URL <https://www.qantas.com/fflyer/dyn/program/terms>;
- p) "**Qantas Points**" means Qantas Frequent Flyer Program points which may be accrued by a Qantas Frequent Flyer Member, held to the credit of their Qantas Frequent Flyer Membership Account and used in accordance with the Qantas Frequent Flyer Program Terms and Conditions;
- q) "**RRP**" means recommended retail price;
- r) "**Samsung Account**" has the meaning described in clause 8(f) of these Terms and Conditions;
- s) "**Samsung Pay**" means versions 2.7.15, 2.6.14, 2.5.57, 2.4.33, 2.0.32 or above of Samsung's mobile application known as 'Samsung Pay';
- t) "**Winning Entry**" has the meaning described in clause 11 of these Terms and Conditions;
- u) "**Winning Entrant**" has the meaning described in clause 11 of these Terms and Conditions; and
- v) "**\$**" is a reference to Australian Dollars.

## Privacy

7. Samsung (and/or third parties on Samsung's behalf) collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, Promotion suppliers and, as required, to Australian regulatory authorities. The validity of an Eligible Entry is conditional on providing this information. Samsung may also, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an Eligible Entrant. Eligible Entrants acknowledge that the information provided will be collected by or on behalf of Samsung and may be disclosed to other companies within the Samsung group of companies and to third parties that help Samsung deliver Samsung's products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Some of these parties may be located outside of Australia, including in Singapore, Korea, Vietnam and/or the Philippines. Eligible Entrants acknowledge that by giving consent to the disclosure of their personal information to the overseas recipients, Samsung will not have an obligation to take reasonable steps to ensure that these overseas recipients do not breach Australian privacy law in relation to that information. In particular, Eligible Entrants acknowledge that in providing their consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and Eligible Entrants will not be able to seek redress under the *Privacy Act 1988* (Cth). However, where practicable in the circumstances, Samsung will take reasonable steps to ensure that overseas recipients use and disclose such information in a manner consistent with Samsung's privacy policy. Eligible Entrants should direct any request to access, update or correct information to the Samsung's Privacy Officer by calling (02) 9763 9700 or emailing [privacy.au@samsung.com](mailto:privacy.au@samsung.com). These Terms and Conditions incorporate Samsung's privacy policy and by entering the Promotion (whether or not as an Eligible Entrant), each entrant Promotion (whether or not as an Eligible Entrant) accept the terms and conditions of Samsung's privacy policy. For further details see [www.samsung.com.au/info/privacy.html](http://www.samsung.com.au/info/privacy.html).

### **Eligibility and Entries**

8. To go into the draw to win a Prize, an Eligible Entrant must, during the Promotional Period:
- a) be a natural person:
    - a. aged 18 years or over and be legally capable of entering into binding contracts;  
or
    - b. aged 13 years of over and less than 18 years and (1) be legally capable of entering into binding contracts, and (2) have received the consent of their parent or guardian permitting them to use Samsung Pay (including the consent of their parent or guardian to the Samsung Pay Terms of Service (available at the URL <http://www.samsung.com/au/samsungpay/policy/Samsung-Pay-Terms-of-Service.pdf>);
  - b) not be an employee of the Promoter or any agency associated with this Promotion, or any immediate family member of such person;
  - c) not be a company, business, trust or organisation of any description;
  - d) be an Australian resident, with an Australian residential address and a valid email address;
  - e) download Samsung Pay onto an Eligible Device;
  - f) create or maintain an account with Samsung in their personal capacity by following the prompts on Samsung Pay or online at the URL <https://webapp.mysamsung.com> and agreeing to any terms and conditions, complying with any requests and directions, and entering all personal information reasonably required by Samsung for the purposes of the

Promotion, including, without limitation, the Eligible Entrant's full name, residential address, delivery address, age, email address and contact phone number ("**Samsung Account**");

- g) accept these Terms and Conditions;
- h) upload at least one Eligible Bank Card or loyalty card into Samsung Pay on their Eligible Device using their Samsung Account;
- i) comply with the Samsung Terms of Service Terms and Conditions (available at the URL <https://account.samsung.com/membership/terms>), the Samsung Pay Terms of Service (available at the URL <http://www.samsung.com/au/samsungpay/policy/Samsung-Pay-Terms-of-Service.pdf>), and these Terms and Conditions; and
- j) follow any other reasonable directions provided by Samsung,

(each eligible entry, an "**Eligible Entry**", and each eligible entrant, an "**Eligible Entrant**").

9. Upon submission of an Eligible Entry, an Eligible Entrant will receive a notification in Samsung Pay on their Eligible Device informing them that they have submitted an Eligible Entry.

10. Each Eligible Entrant will only be able to submit one Eligible Entry.

#### **Judging and Prizes**

11. Ten (10) Eligible Entrants who each submit an Eligible Entry will be randomly selected as the winners of a Prize (each winning entry, a "**Winning Entry**", and each winning entrant, a "**Winning Entrant**") ("**Draw**").

12. The Draw will take place on [12:00] on {18<sup>th</sup> October 2017} at Erina Plaza, Suite 5, 210 Central Coast Highway, Erina NSW 2250. The Draw will be conducted by Anismoff Legal on behalf of the Promoter.

13. Each Winning Entrant is only eligible to win one Prize.

14. Winning Entrants will be announced:

- a) on Samsung's Facebook page at the URL [www.facebook.com/SamsungAustralia](http://www.facebook.com/SamsungAustralia) on 18<sup>th</sup> October 2017;
- b) on Samsung's Twitter page at the URL [www.twitter.com/SamsungAU](http://www.twitter.com/SamsungAU) on 18<sup>th</sup> October 2017 and
- c) on Samsung's website at the URL <http://www.samsung.com/au/apps/samsungpay/promotions/QantasPoints/on> 18<sup>th</sup> October 2017

15. Winning Entrants will also be notified within 7 days after the Draw that they have been selected as a Winning Entrant via the email address registered on their Samsung Account, and/or if available, a telephone number registered on their Samsung Account. The email and/or telephone call will include further information in relation to claiming the Prize, and may, in Samsung's discretion, request reasonable information to confirm the Winning Entrant's identity and their contact information, including the Winning Entrants' surname, Qantas Frequent Flyer Membership Number, date of birth and mobile number. At any time during communication with a Winning Entrant or with an entrant (whether an Eligible Entrant or otherwise), Samsung may reasonably request further information from that person.

16. If a Winning Entrant does not have a Qantas Frequent Flyer Membership Account at the time they are notified that they are a Winning Entrant in accordance with clause 15 above, they must register and be approved as a Qantas Frequent Flyer Member in accordance with the Qantas

Frequent Flyer Program Terms and Conditions, and provide their Qantas Frequent Flyer Membership Number to Samsung.

17. Within 28 days following the email and/or telephone call described in clause 15 above, Samsung will organise for delivery of the Prize electronically to each Winning Entrant's Qantas Frequent Flyer Membership Account providing that they have provided their surname, Qantas Frequent Flyer Membership Number, date of birth and mobile number to Samsung within 7 days of the email and/or telephone call described in clause 15 above. Winning Entrants who do not provide their surname, Qantas Frequent Flyer Membership Number, date of birth and mobile number to Samsung within 7 days of the email and/or telephone call described in clause 15 above will be deemed to have forfeited their Prize.
18. The Prize will be credited to the Winning Entrant's Qantas Frequent Flyer Membership Account when it appears in the Qantas Frequent Flyer Activity Statement which can be checked online at the URL [www.qantas.com/fflyer/do/dyns/login](http://www.qantas.com/fflyer/do/dyns/login) which can take up to 90 days to appear. Qantas Points will only be credited to the Qantas Frequent Flyer Membership Account of the Winning Entrant.
19. If a Winning Entrant(s) is/are not able to satisfy these Terms and Conditions, then they will be deemed to have forfeited the Prize. If a Winning Entrant(s) so forfeits a Prize, a further Draw will be conducted in order to determine one or more Eligible Entrant(s) ("**Second Chance Winner(s)**"). The Second Chance Winner(s) will be notified that they have won a Prize in the same manner as Winning Entrants were notified in accordance with clause 15. These Terms and Conditions apply to Second Chance Winner(s) as if they were a Winning Entrant.
20. The Promoter accepts no responsibility should a Winning Entrant or a Second Chance Winner (if any) fail to be contacted by the Promoter or fail to provide the required information to receive their Prize because of a failure to notify the Promoter of a change to, or error in, their personal contact details or other information, including their Qantas Frequent Flyer Membership Number.
21. The maximum notional value of each Prize is \$1,500 based on a sample of the Qantas Frequent Flyer Rewards that can be obtained by [transferring the points to a Qantas Frequent Flyer Membership Account and](#) redeeming through the Qantas Frequent Flyer Program. For example 100,000 Qantas Points could be redeemed for a return Economy Classic Flight Reward flight from Melbourne to Hong Kong (subject to Classic Flight Reward flight availability) including applicable taxes, fees and carrier charges. As at 18 Aug 2017, the dollar (Flex) fare for an equivalent commercial return Economy Melbourne to Hong Kong total is AU\$1,665.
22. The maximum notional value of the Prizes is approximately \$15,000.
23. The estimate of the maximum notional value of each Prize and the Prizes is provided for the purposes of information only. The maximum notional value of each Prize and the Prizes will vary depending on how a Prize is redeemed by each winner through the Qantas Frequent Flyer program.
24. The Promoter accepts no responsibility for any variation in the value of any Prize. The Prize is not transferable or exchangeable and is not redeemable for cash. There are ten (10) Prizes available for ten Winning Entrants.
25. If a Prize is unavailable, the Promoter, in its discretion, may substitute the Prize with a prize of equal or greater value and/or specification.
26. A Winner or a Second Chance Winner (if any) is responsible for all ancillary costs associated with the Prize and this Promotion, including, but not limited to, costs in connection with making the Eligible Entry and data and usage costs. The Prize does not include costs associated with connection to a telecommunications provider, or applicable taxes, fees and carrier charges payable to Qantas.
27. The Promoter's decision is final and no correspondence will be entered into.

## General

22. The Promotion, including but not limited to the Promotional Period, may be extended in the Promoter's absolute discretion.
23. Each Prize is awarded, and once ~~credited transferred~~ to a Qantas Frequent Flyer Membership Account, must be redeemed in accordance with and subject to the Qantas Frequent Flyer Program Terms and Conditions and the Qantas Frequent Flyer Store Terms of Use (available at the URL [www.qantas.com/store](http://www.qantas.com/store)), voucher terms and conditions (including expiry rules) if relevant, and any other terms and conditions disclosed at the time of redemption. The redemption of a Prize is subject to the availability of rewards that may be obtained through the Qantas Frequent Flyer Program.
24. The Promoter reserves the right, at any time, to verify the validity of Eligible Entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence and whether they are otherwise an Eligible Claimant or not) and to disqualify any Eligible Entrant who makes a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. The Promoter's decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including, but not limited to, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. Subject to clause 28, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or Prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of Samsung; (d) any variation in the value of a Prize to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Entrant; or (f) any use of a Eligible Device or Prize.
28. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) ("**CCA**") or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited (at the Promoter's election) to the extent it is able to do so: (a) in the case of supply of goods, the Promoter doing any one or more of the following: (i) replacing the goods or supplying equivalent goods (ii) repairing the goods (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, the Promoter doing either or both of the following: (i) supply the services again; and/or (ii) paying the cost of having the services supplied again.
29. By participating in this Promotion, each claimant grants to the Promoter an irrevocable, indefinite licence to use any content provided in their claim anywhere in the world for

promotional, marketing or publicity purposes without remuneration, fees or royalties of any type or description, including in relation to clause 14 above.

30. These Terms and Conditions are governed by the laws of New South Wales. Each claimant submits to the non-exclusive jurisdiction of the courts of New South Wales.

**Consumer support is available at:**

**Email: [onlinesupport@samsung.com](mailto:onlinesupport@samsung.com)**

**Phone: 1300 362 603 (8am to 6pm weekdays AEST)**