

SAMSUNG FILL YOUR FRIDGE CASH BACK PROMOTION TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these terms and conditions ("**Terms and Conditions**"). Participation in this "Samsung Fill Your Fridge Cash Back Promotion" ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer (including, without limitation, any offer conducted by Samsung in association with Qantas).
2. This Promotion is for a Gift payable to each Eligible Claimant who Purchases a Participating Product from a Participating Retail Store and submits an Online Claim Form (with each capitalised term defined below) in accordance with these Terms and Conditions.
3. 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**").
4. The Promotion commences at 9:00am (AEST) on Thursday, 7th September 2017, and closes at 11:59pm (AEDT) on Wednesday, 22nd November 2017 ("**Promotional Period**").

Definitions

5. For the purpose of these Terms and Conditions:
 - a) "**AUD**" and "**\$**" are references to Australian Dollars;
 - b) "**EFT**" means an electronic funds transfer to the Australian bank account nominated by the Eligible Claimant via the Online Claim Form and in accordance with these Terms and Conditions;
 - c) "**Gift**" means an EFT for the amount corresponding to the relevant Participating Product set out in column 2 of the table in clause 5.e);
 - d) "**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;
 - e) "**Participating Product**" means each of the Samsung refrigerator models set out in column 1 of the table below:

Participating Product	Gift (AUD)
SRF677CDBLS	\$200
SRF679SWLS	\$200
SRF680CDLS	\$200
SRF653CDLS	\$200
SRF800GDLS	\$200
SRF717CDBLS	\$300
SRF719DLS	\$300
SRF867FSBLS	\$300

SRF644CDLS	\$300
SRF645CDBLS	\$300
SRF751CCSS	\$400

For clarity, the definition of a Participating Product expressly excludes "C grade" or "seconds" products, second-hand, refurbished or demonstration products, and any costs, fees, expenses or liability of any description to pay any amount for installation, insurance, warranty or extended warranty, financing, delivery or any other cost which is, at the determination of the Promoter in its absolute discretion, additional or ancillary to the models listed in the table above;

- f) **"Participating Retail Store"** means any Australian retailer authorised by Samsung to participate in this Promotion, and excludes any online bidding or auction websites (including www.ebay.com.au) or any unauthorised retailers. The Promoter recommends that prior to purchasing a Participating Product, the customer verify with the retailer that the retailer is authorised by Samsung to participate in this Promotion; and
- g) **"Purchase"** means payment in full of the Participating Product during the Promotional Period.

Privacy

- 6. Samsung collects 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, offer suppliers and, as required, to Australian regulatory authorities. Validity of a claim is conditional on providing this information. Samsung may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Samsung and may be disclosed to other group companies and to third parties that help Samsung deliver its 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 and the Philippines. Claimants acknowledge that by giving consent to the disclosure of his/her 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, the claimant acknowledges that in providing their consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and the claimant 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. Claimants should direct any request to access, update or correct information to the Samsung's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate Samsung's privacy policy and by entering the Promotion (whether or not as an Eligible Claimant), each claimant accepts the terms and conditions of Samsung's privacy policy. For further details see www.samsung.com/au/info/privacy.html.

Eligibility and claims

- 7. To be eligible to claim a Gift, a claimant must:
 - a) be aged 18 years old or over and be a natural person (and for clarity not a company, business or organisation of any description, or an employee of the Promoter, a Participating Retail Store or any agency associated with this Promotion, or any immediate family member of such person);

- b) be an Australian resident, with an Australian residential address;
- c) during the Promotional Period, Purchase a Participating Product from a Participating Retail Store and retain the tax invoice in respect of that Purchase, subject to clause 12;
- d) submit the fully completed online claim form (the "**Online Claim Form**") by 11:59pm (AEDT) on Sunday, 10 December 2017 by visiting www.samsung.com/au/offer, clicking on the Promotion page ("**Website**"), following the prompts to the Online Claim Form, and:
 - i. inputting all requested details, including, without limitation, the claimant's full name, contact telephone number, email address, place of residence and the bank account details of the claimant's nominated Australian bank account (to which the claimant intends for the Gift to be paid by EFT);
 - ii. either:
 - A. uploading a copy of the original tax invoice for the Purchase of their Participating Product; or
 - B. mailing a stamped envelope which includes: (i) a copy of the original tax invoice for the Purchase of their Participating Product; (ii) their Unique Claim Reference Number (provided following submission of the Online Claim Form); (iii) name; and (iv) telephone number on a copy of the original tax invoice to:

Samsung Fill Your Fridge Cash Back Promotion
PO Box 688
Eastern Suburbs MC, NSW 2004; and
 - iii. providing the serial number and a photo of the serial number of their Participating Product to the Promoter in accordance with clauses 10 and 12 below,

(each, an "**Eligible Claimant**").

- 8. Following submission of an Online Claim Form, a claimant (whether or not an Eligible Claimant) will receive a unique claim reference number ("**Unique Claim Reference Number**"). That claimant may use his/her Unique Claim Reference Number to access the track claim page ("**Track Claim Page**") on the Website.
- 9. All claims must be carried out by the actual purchaser of the Participating Product. Claims or registrations by any other person will not be accepted.

Serial numbers and copies of tax invoices

- 10. The Promoter must receive the following from a claimant for their claim to be valid: i) a valid serial number for the Participating Product purchased, (ii) a photo of the serial number for the Participating Product purchased and iii) a copy of the original tax invoice from a Participating Retail Store with respect to the Participating Product purchased.
- 11. Subject to clause 12, to be an Eligible Claimant and to be able to claim the Gift, a claimant must provide the serial number, a photo of the serial number of their Participating Product and a copy of the original tax invoice on the Online Claim Form by 11:59pm (AEDT) on Sunday, 10th December 2017.
- 12. If a claimant is unable to provide the serial number and a photo of the serial number of their Participating Product at the time of submitting the Online Claim Form, the claimant must still submit the Online Claim Form by 11:59pm (AEDT) on Sunday, 10th December 2017 and tick the relevant box to indicate they have not yet received their Participating Product. The claimant must then provide the Promoter with the serial number and a photo of the serial number of their Participating Product within seven (7) days of receiving the Participating Product through that

claimant's Track Claim Page, provided that the claimant's Participating Product is delivered and its serial number is submitted no later than 11:59pm (AEDT) on Monday, 22nd January 2018. The Track Claim Page will close at 11:59pm (AEDT) on Monday, 22nd January 2018 and serial numbers of Participating Products cannot be submitted to the Promoter (and therefore claims for Gifts cannot be completed) after this time, except where a claimant cannot submit their serial number before this time because the delivery of their Participating Product is delayed by the Promoter, the relevant Participating Retail Store, or their distributors (in which case claimants should email the Promoter using the address at the end of these Terms and Conditions to arrange to make a claim).

13. The Promoter will validate the serial number, photo of the serial number and tax invoice submitted by each claimant and will inform a claimant who has provided any invalid serial number, and/or photo of the serial number and/or tax invoice by email. Subject to clause 12, the claimant will have until 11:59pm (AEDT) on Sunday, 10th December 2017 to provide a valid serial number, and/or photo of the serial number and/or tax invoice, as applicable, through that claimant's Track Claim Page.
14. The Promoter reserves the right to invalidate any claims if the claimant has failed to provide a valid serial number, and/or a photo of the serial number and/or tax invoice by 11:59pm (AEDT) on Sunday, 10th December 2017, and/or photo of the serial number and/or tax invoice by the Promoter.

Claim validity

15. If the Promoter requires any further information in order to validate a submitted Online Claim Form, the Promoter will inform the claimant by email. The claimant must then provide the requested information to the Promoter by 11:59pm (AEDT) on Sunday, 10th December 2017, unless expressly stated otherwise in the notification email. The Promoter may, in its absolute discretion, invalidate any claim if the relevant claimant fails to provide the further requested information by 11:59pm (AEDT) on Sunday, 10th December 2017 or such other date as notified by the Promoter.
16. The Promotion and/or any time period that claimants have to make claims and provide further information (including serial numbers) may be extended in the Promoter's absolute discretion.
17. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, contact number and place of residence, tax invoice and serial number) and to disqualify any claimant who submits 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.
18. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact number, email address, bank account details and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an otherwise Eligible Claimant fail to receive their Gift because of a failure to provide correct details or to notify of a change to those details, or for providing an invalid serial number.
19. Multiple claims for a Gift are permitted, subject to the following:
 - a) only one (1) claim is permitted per Participating Product;
 - b) only three (3) claims are permitted per household; and
 - c) each claim must be submitted separately and in accordance with these Terms and Conditions.

Gifts

20. Eligible Claimants will be notified by email to their nominated email address that their claim has been deemed valid within a reasonable period of time. The Promoter will then arrange for the Eligible Claimant to receive the Gift.
21. EFT payments will only be made into an Australian bank account. Without limiting clause 30, the Promoter is not liable for any EFT payment not being made to, or received by, an Eligible Claimant because the Eligible Claimant does not hold an Australian bank account.
22. If an Eligible Claimant becomes aware that they have submitted incorrect bank account information, the Eligible Claimant must immediately notify the Promoter of the Eligible Claimant's error and provide correct bank account information. If an EFT is made to a bank account which was erroneously submitted by an Eligible Claimant, the Promoter will attempt to reverse the EFT, which, if reversed, will be credited to the Promoter, which will then make an EFT to the Eligible Claimant's resubmitted bank account. If an EFT is reversed and then retransferred because of an error of an Eligible Claimant, a \$7.95 bank re-issuing fee will be deducted from the amount of the Gift transferred to the Eligible Claimant's resubmitted bank account. The Promoter does not warrant or represent that it will be able to effect an EFT reversal and each Eligible Claimant agrees that if they submit incorrect bank account information, and a Gift is paid to an incorrect bank account, the Gift may be forfeited.
23. The Promoter will process each Gift within twenty-eight (28) days of notification of validation of the Online Claim Form. The Eligible Claimant may need to allow further time for the funds to be cleared by their bank.

General

24. The Promoter reserves the right to reclaim from any Eligible Claimant the Gift if the Participating Product Purchased by the Eligible Claimant is returned after the claim for a Gift has been processed and fulfilled. This clause does not limit or affect the Eligible Claimant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.
25. If the Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift with a gift of equal value.
26. The Gift is not transferable or exchangeable and may be claimed only by the Eligible Claimant who Purchased the Participating Product.
27. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to: (a) disqualify any claimant; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate.
28. An Eligible Claimant is responsible for all ancillary costs in completing the Online Claim Form and in claiming and using the Gift, including any internet service charges.
29. Any cost associated with accessing the Promoter's website for the purpose of registering a claim is each claimant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion or to receive an EFT.
30. Subject to clause 31, 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, original purchase documentation or Gift 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 the Promoter; (d) any variation in the Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Gift.

31. 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 these 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) supplying the services again; and/or (ii) paying the cost of having the services supplied again.
32. 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.
33. 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 Promotion support is available at:

Email: contact@promotions-samsung.com
Phone: 1800 900 730