

## SAMSUNG REFRIGERATOR REGISTRATION PROMOTION 2018

### 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 Refrigerator Registration Promotion 2018** ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. The Promotion is a game of skill for a Prize that may be won by one Eligible Entrant who submits a winning Eligible Entry during each Round in accordance with these Terms and Conditions (capitalised terms defined in clause 5 below).
3. The promoter is Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 of 3 Murray Rose Avenue, Homebush Bay, NSW 2127 ("**Promoter**" or "**Samsung**").
4. The Promotion commences at 9:00am on Monday, 8 January, 2018 (AEDT) and closes at 11:59pm on Wednesday, 28 February 2018 (AEDT), unless extended by the Promoter in its sole and absolute discretion ("**Promotional Period**"). Each calendar month during the Promotional Period, one round ("**Round**") will be conducted. During each Round, one (1) Prize is available to be won.

### Definitions

5. For the purposes of these Terms and Conditions:
  - a) "**Criteria**" means being engaging and original;
  - b) "**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, stepbrother, step-sister or first cousin;
  - c) "**Participating Product**" means any Samsung refrigerator which is a 2008 model or later;
  - d) "**Prize**" means one (1) Samsung POWERbot SR10M7030WW, RRP no less than \$799.00;
  - e) "**RRP**" means recommended retail price; and
  - f) "**\$**" is a reference to Australian Dollars.

### Privacy

6. The Promoter and its agents 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, offer suppliers and, as required, to Australian regulatory authorities. Validity of an Eligible Entry is conditional on providing this information. The Promoter and its agent 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 an entrant. Entrants 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, Vietnam and the Philippines. Entrants acknowledge that by giving consent to the disclosure of 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, entrants acknowledge that in providing consent, Samsung will not be accountable under the *Privacy Act 1988* (Cth) and the entrant 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. Entrants should direct any request to access, update or correct information to the Promoter's Privacy Officer by calling (02) 9763 9700 or emailing [privacy.au@samsung.com](mailto:privacy.au@samsung.com). These Terms and Conditions are deemed to incorporate the Promoter's privacy policy and by entering the Promotion (whether or not as an Eligible Entrant), each entrant accepts the terms and conditions of the Promoter's privacy policy. For further details see <http://www.samsung.com/au/info/privacy/>.

7. By participating in this Promotion, each entrant grants to the Promoter an irrevocable, indefinite licence to use any content provided in their entry (whether or not an Eligible Entry) anywhere in the world for promotional, marketing or publicity purposes without remuneration, fees or royalties of any type or description, and to receive marketing materials from the Promoter or its agent from time to time.

### Eligibility and entries

8. To be eligible to enter the Promotion, an entrant must, during the Promotional Period:
  - a) be a natural person (and not be a company, business, trust or organisation of any description) and be an Australian resident with an Australian residential address, aged 18 years or over;
  - b) not be an employee of the Promoter or of any agency associated with this Promotion, or an immediate family member of such a person;
  - c) own a Participating Product;
  - d) visit [www.samsung.com/au/offer](http://www.samsung.com/au/offer) ("**Website**"), follow the prompts to the Online Registration Form ("**Online Registration Form**"), and:
    - i. input required personal information, including, but not limited to, the entrant's name, email address, Australian residential address and telephone number;
    - ii. in 25 words or less, answer the question:

*What do you most love about your new Samsung Fridge?*

("Question") with reference to the Criteria;
    - iii. indicate the approximate date on which the entrant purchased the Participating Product;
    - iv. agree to receive marketing material from the Promoter and its agents from time to time;
    - v. submit the completed Online Registration Form; and
    - vi. follow any other reasonable directions provided by any representative of the Promoter or of an agent of the Promoter in relation to the entry process,

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

9. Eligible Entry is limited to one (1) entry per person per Participating Product registration.]
10. Following submission of an Online Entry Form, an entrant (whether or not an Eligible Entrant) will receive a unique entry reference number ("**Unique Entry Reference Number**").
11. All entries may only be made by the actual purchaser of the Participating Products. Entries or registrations by any other person will not be accepted.
12. The Promoter may, in its absolute discretion, ignore any entry which it deems to be offensive or inappropriate, which includes or is suspected of including or breaching third party intellectual property rights, or which otherwise fails to comply with these Terms and Conditions.

### Judging and Prizes

13. All Eligible Entries submitted during a Round will be compiled separately by the Promoter and will be reviewed within a reasonable period of time of the end of that Round by a panel of judges comprising employees of the Promoter and/or employees of an agent of the Promoter ("**Panel**"). The Panel will, in its sole and absolute discretion, determine the answer to the Question submitted as part of an Eligible Entry during the Round that best satisfies the Criteria. The Eligible Entrant who submitted that Eligible Entry wins the Prize ("**Winner**").
14. There will be a maximum of one (1) Winner in respect of each Round.

15. Each Winner will be contacted within five days of being selected as a Winner by email and phone to the email address and telephone number nominated in their Eligible Entry. The notification will include further information in relation to claiming the Prize and may reasonably request further information from the Winner for the purposes of delivering the Prize, and to confirm that the entrant is an Eligible Entrant and otherwise satisfies these Terms and Conditions. At any time during communication with the Winner or an entrant (whether or not an Eligible Entrant), the Promoter may reasonably request further information from that person.
16. If a Winner cannot be contacted within three months of notification in accordance with clause 15, is not able to satisfy these Terms and Conditions, or forfeits or fails to accept their Prize, then that Winner will be deemed to have forfeited their Prize. In those circumstances, the Panel will meet to determine the Eligible Entrant who, in the Panel's absolute discretion, submitted the Eligible Entry that best satisfies the Criteria out of the remaining Eligible Entries from that Round ("**Second Chance Winner**"). The Second Chance Winner wins the Prize to which the Winner would have been entitled, had they complied with these Terms and Conditions. The Second Chance Winner will be notified that he/she has won a Prize in the same manner as the Winner was notified in accordance with clause 15. These Terms and Conditions apply to a Second Chance Winner as if he/she were a Winner.
17. The Promoter will arrange and pay for each Prize to be delivered to each Winner within 30 days of notification in accordance with clause 15. Each Prize will be delivered to the address provided by each Winner to the Promoter in the course of making his/her Eligible Entry. Prior to organising delivery of the Prize to the Winner, the Promoter will notify each Winner of the method and timing of delivery of the Prize. It is the responsibility of each Winner to be available or to make arrangements for receipt of the delivery.
18. Incomplete, indecipherable or illegible entries will be deemed invalid. Entrants are responsible for ensuring that their correct full name, email address and postal address are provided in the course of making the Eligible Entry, and that any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Winner or Second Chance Winner (if any) fail to receive a Prize due to a failure to notify the Promoter of the change to these details.
19. It is the responsibility of the Winner or Second Chance Winner (if any) to:
  - a) provide their correct personal information in order to receive their Prize; and
  - b) to be available to receive the delivery of their Prize as organised and notified by the Promoter.
20. The Promoter is not responsible for any variation in the value of any Prize. Each Prize is not transferable or exchangeable and is not redeemable for cash. There is one (1) Prize available during each Round, with a total value of no less than RRP \$799.00.
21. If a Prize or an element of a Prize is unavailable, the Promoter, in its discretion, may substitute a Prize or element of a Prize with a prize of equal or greater value and/or specification.
22. The Promoter may, at any time, verify the validity of entries and entrants (whether Eligible Entries and Eligible Entrants or not), and disqualify any entrant who does not comply with these Terms and Conditions, who tampers with the entry process, or who is not otherwise an Eligible Entrant. Errors or omissions may be accepted in the Promoter's absolute discretion.
23. Each Winner or Second Chance Winner (if any) is responsible for all ancillary costs associated with the Prize, including but not limited to costs in connection with using the Prize, network services of any description, transaction fees, data charges and installation costs.
24. The Promoter's decision is final and no correspondence will be entered into.

#### **General**

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 entrant (whether or not otherwise an Eligible Entrant); 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, each entrant releases the Promoter (including its officers, employees and agents) from 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 entry 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 value of a Prize or an element of the Prize to that stated in these Terms and Conditions; (e) any claim, loss, cost or expense in connection with a Prize or any tax liability incurred by an entrant or Eligible Entrant; or (f) any use of a 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) supplying the services again; and/or (ii) paying the cost of having the services supplied again.
29. These Terms and Conditions are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales.

**Consumer Promotion support is available at:**

**Email:** <http://www.samsung.com/au/support/>

**Phone:** 1300 362 603