

## **“SAMSUNG STAR VIVID” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to NSW, VIC, SA, WA and QLD residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 27/04/2018 and close at 11:59pm AEST on 18/05/2018 (“**Promotional Period**”).
5. To be eligible to enter, individuals must visit a Samsung Store in NSW, VIC, SA, WA or QLD and test a Samsung Galaxy S9 or a Samsung Galaxy S9+ device during the Promotional Period.
6. To enter, individuals must then complete the official entry form opened by a staff member on a Samsung device in store during the Promotional Period, by inputting the following details and submitting the entry form:
  - Full name;
  - Full residential address;
  - Mobile phone number and daytime phone number;
  - Email address;
  - Check box to confirm they are over 18 years of age;
  - Whether the entrant is a current Samsung customer or not; and
  - Select from drop down box which store they are visiting
7. Only one (1) entry is permitted per person.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete or indecipherable entries will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draw will take place at Anisimoff Legal, Suite 5, 210 Central Coast Highway, Erina NSW 2250 on 21/05/2018 at 10:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or

ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be published online at [www.samsung.com/au/samsungstore/vivid](http://www.samsung.com/au/samsungstore/vivid) from 21/05/2018. In the event the winner is from SA their name will also be published in The Advertiser on 22/05/2018.

12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win a trip for four (4) people to Sydney, NSW valued at up to \$15,040.00 depending on point of departure. Prize includes:
  - Four (4) x return economy airfares from winner's nearest capital city to Sydney, NSW (If the winner's nearest capital city is Sydney, NSW, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash);
  - Return airport transfers and transfers to and from the hotel and Luna Park;
  - Two (2) nights 5 star accommodation for four (4) people in Sydney, NSW including daily breakfast and in-room champagne on arrival;
  - A Samsung Gift Pack which includes 4 x Samsung Galaxy GS9, 1 x Samsung VR Headset, 1 x Samsung Galaxy Book, 1 x Samsung 360 Camera and 1 x Samsung Dex Station;
  - Ride passes to Luna Park for four (4) people; and
  - The opportunity to create an Emoji at Luna Park and then have that Emoji portrayed on Luna Park as the 1<sup>st</sup> activation of the 2018 Vivid Festival display featured at Luna Park. The winner acknowledges that the Promoter, may in its absolute discretion, use, reproduce, modify, adapt, publish and display the winner's personalised Emoji for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

Spending money, additional meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, additional in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the Vivid Sydney Festival 2018 event with flights departing on 25/05/2018 and is subject to booking and flight availability. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and his/her companions must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

14. If for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
15. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the

equal value and/or specification, subject to any written directions from a regulatory authority.

18. The Luna Park passes awarded as part of the prize are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
19. The Samsung Galaxy 9+ phone prize consists of a handset only. Winner will be responsible for making all arrangements for connection with a service provider and payment of all associated connection, access and call/data charges.
20. Total prize pool value is up to \$15,040.00.
21. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
22. A draw for the prize, if unclaimed, may take place on 23/05/2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified in writing within two (2) business days of the draw and their name will be published online at [www.samsung.com/au/samsungstore/vivid](http://www.samsung.com/au/samsungstore/vivid) from 23/05/2018. In the event the winner is from SA their name will also be published in The Advertiser on 24/05/2018.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. 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; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is

not responsible for and 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: (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 or prize claim 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 prize value to that stated in these Terms and Conditions; (e) if the Vivid Sydney event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of the prize/attendance at the prize event.

28. As a condition of accepting the prize, the winner (and his/her companions) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.samsung.com/au/info/privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
30. The Promoter is Samsung Electronics Australia Pty Ltd (ABN 63 002 915 648) of 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127 telephone 02 9763 9700.

NSW Permit No. LTPS/18/23588      SA Permit No. T18/589