

**SAMSUNG GALAXY BOOK BONUS STAEDTLER NORIS DIGITAL PEN &  
MULTIPOINT ADAPTER PROMOTION  
TERMS AND CONDITIONS**

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this 'Samsung Galaxy Book Bonus Staedtler Noris Digital Pen & Multiport Adapter Promotion' ("**Promotion**") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. This Promotion is for a Gift available to an Eligible Claimant who makes a Participating Purchase and provides information to a Participating Retail Store 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 will run for each of the following Participating Retailers during the following periods:
  - a. Samsung's Participating Retail Stores: commences at 0:01am AEST on 28 July 2017 and closes at 11:59pm AEST on 12 September 2017;
  - b. Telstra's Participating Retail Stores: commences at 0:01am AEST on 15 August 2017 and closes at 11:59pm AEST on 12 September 2017;
  - c. Vodafone's Participating Retail Stores: commences at 0:01am AEST on 06 September 2017 and closes at 11:59pm AEST on 12 September 2017;(together, the **Promotional Periods**)
5. The Promotional Periods may be extended in the Promoter's sole discretion.

**Definitions**

6. For the purpose of these Terms and Conditions:
  - a. "**Gift**" means one (1) Multiport Adapter and one (1) Staedtler Noris Digital Pen.
  - b. "**Multiport Adapter**" means a Samsung Multiport Adapter model number EE-PW700BWEQWW, RRP \$139.00. The RRP is correct as at 27 July 2017 and the Promoter accepts no responsibility for any variation in value.
  - c. "**Participating Purchase**" means the purchase of a Participating Product from a Participating Retail Store during the applicable Promotional Period, either:
    - i. outright (in which case full payment must be made during the Promotional Period by the Eligible Claimant); or
    - ii. through a hire-purchase agreement, finance agreement or other binding payment plan, provided that the agreement is fully executed and becomes binding during the promotion period; and
    - iii. through the entry by an Eligible Claimant (defined below) into a mobile data connection or other plan through an Australian telecommunications provider that is linked to the Participating Product that is fully executed and becomes binding during the promotion period.
  - d. "**Participating Product**" means a new Samsung Galaxy Book 10.6" or Book 12" with model numbers specified in the table below:

<b>Participating Name</b>	<b>Product</b>	<b>Model Number</b>	<b>Memory variant</b>	<b>RRP</b>
Galaxy Book 10.6"		SM-W620NZKA	128GB	\$1099
Galaxy Book 10.6" 4G		SM-W627YZKA	128GB	\$1299
Galaxy Book 12"		SM-W720NZKB	128GB	\$1699
Galaxy Book 12"		SM-W720NZKA	256GB	\$1999
Galaxy Book 12" 4G		SM-W727YZKB	128GB	\$1899
Galaxy Book 12" 4G		SM-W728YZKA	256GB	\$2399

Participating Products are not products that are refurbished, second-hand, demonstrator or display models, non-Australian stock and/or grey/parallel imports are not Participating Products.

- e. **"Participating Retail Store"** means any of the following Australian retail stores:
  - i. Samsung's officially branded retail and online stores;
  - ii. Telstra's officially branded retail and online stores;
  - iii. Vodafone's officially branded retail and online stores.

The Promoter may, at its absolute discretion, add or remove any retailers, including Samsung Experience Stores, from this list of Participating Retail Stores. The Promoter recommends that prior to purchasing a Participating Product, the customer verify that the retailer is a Participating Retailer authorised to participate in this Promotion, and that the product is a Participating Product;

- f. **"RRP"** means recommended retail price.
  - g. **"Samsung Online Store"** means the Samsung online store, accessible via <http://www.samsung.com/au/shop/>.
- h. **"Staedtler Noris Digital Pen"** means a Samsung Staedtler Noris Digital Pen model number GP-U999ERIPAAB, RRP \$59.00. The RRP is correct as at 27 July 2017 and the Promoter accepts no responsibility for any variation in value.
- i. **"Telstra"** means elstra stores operated by Telstra Corporation Limited ACN 051 775 556 and
- j. **"Vodafone"** means Vodafone stores operated by Vodafone Hutchison Australia Pty Limited ACN 096 304 320

### **Privacy**

- 7. Samsung 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 Claim is conditional on providing this information. Samsung and its agents 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 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,

claimants acknowledge that in providing 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 Samsung's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate Samsung's privacy policy and by claiming under 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 <http://www.samsung.com/au/info/privacy/>.

### Claims and claimants

8. To be eligible to claim Gift, a claimant must, during the applicable Promotional Period:
  - a. be an Australian resident with an Australian residential address or, an Australian business or company with a registered office in Australia;
  - b. if the claimant is a natural person, be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian;
  - c. make a Participating Purchase at a Participating Retail Store during that Participating Retail Store's applicable Promotional Period (ensuring that the purchased Participating Product appears on the original tax invoice retained by the claimant);
  - d. provide such personal and other information as is reasonably requested by Samsung or the Participating Retail Store, which may include:
    - i. full name, address, phone number, age, residential address and delivery address
    - ii. proof of the Participating Product's serial number or other identifying number; and
    - iii. a tax invoice or other proof of purchase as specified by Samsung;
  - e. agree to these Terms and Conditions; and
  - f. follow any other reasonable directions provided by the Participating Retail Store or the Promoter in relation to the Promotion,  
(each eligible claim, an "**Eligible Claim**" and each eligible claimant, an "**Eligible Claimant**").
9. Subject to the following, Eligible Claimants are permitted to enter this Promotion more than once. Only one Gift is available per Participating Purchase.

### Gifts

10. Subject to the Eligible Claimant complying with these Terms and Conditions, Samsung will endeavour to provide the Gift to the Eligible Claimant within a reasonable time following the Eligible Claim. Samsung may choose how to provide Gifts to Eligible Claimants at its absolute discretion. This may include providing gifts at point of sale or having the Gift sent to the address nominated by the Eligible Claimant and notified to the Participating Retail Store from which the Eligible Claimant purchased the Participating Product.
11. Incomplete, indecipherable or ineligible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email and address details are provided and any updated details are notified to the Promoter and the Participating Retailer. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gift because of a failure to notify the Promoter of correct details or of a change to those details.

12. The Promotion may be extended at the Promoter's absolute discretion, subject to the approval of any relevant regulatory authorities.
13. The Promoter reserves the right, at any time, to verify the validity of claims or claimants (including a claimant's identity, age, place of residence, proof of purchase, serial or other identifying number) and to disqualify any claimant 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.
14. The Promoter may reclaim a Gift from any claimant if the initially purchased Participating Product is returned for a refund after the claim has been fulfilled. This clause does not limit or affect a claimant's rights with regards to warranties on the Participating Product.
15. The Gift is not transferable or exchangeable and is not redeemable for cash.

### **General**

16. 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; and/or
  - b. modify, suspend, terminate or cancel the Promotion, as appropriate, subject to the approval of any relevant regulatory authorities.
17. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the internet service provider used by the claimant. 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 this Promotion.
18. Subject to clause 19, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) to the fullest extent permitted by law, 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 variation in the Gift's value to that stated in these Terms and Conditions; (d) any tax liability incurred by a claimant; or (e) the use of the Gift.
19. 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**") and the Australian Consumer Law 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 to (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.

**Consumer promotion support is available at:**

**Phone: 1300 362 603**