SAMSUNG

	Samsung Tech in Gov 2023(Promotion)
	Promotion Terms and Conditions (T&Cs)
	The Promotion is a game of skill for the Prize that may be won by Eligible Entrants who, during the Promotional Period:
	 a) complete the <u>competition form</u> and agree to receive marketing communications concerning Samsung's products and/or services (which requires providing the Personal Information requested);
	b) answers the Question within the competition form in twenty-five (25) words or less in accordance with the Criteria; and
	 c) otherwise complies with these T&Cs and any other reasonable direction of the Promoter (on the Website or otherwise), (each, an "Eligible Entry" or "Eligible Entries").
Promotional Period (AEST)	Start time and date 8:00 AM, 8 th August 2023
	End time and date 5:00 PM, 9 th August 2023
Eligible Entrants	Australian residents who:
	are aged 18 years and over; and
	comply with these T&Cs.
	The following individuals are excluded from this Promotion:
	• persons who are employees of the Promoter or their Immediate Family Member; and
	employees of any agency associated with this Promotion or their Immediate Family Member.
	"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.
Prize	Prize – Participating Product RRP (AUD) Number of Prizes to be Won (Product Name & Model Number)
	1Galaxy Watch5 Pro Bluetooth + 4G, \$899.00145mm (SM-R925FZKAXSA)1
	The definition of a Participating Product does not include any Excluded Products.
Excluded Products	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 Participating Products listed in the tableabove.
Promotion Website	https://www.samsung.com/au/business/industries/government/offer/
Personal Information	Full name, job title, organisation, phone number, work email address and residential address.
Eligible Entry	During the Promotional Period, Eligible Entrants must complete all fields within the competition form using their work email address, agree to receive marketing communications concerning Samsung's products and/or services and answer the Question in the competition form in twenty-five words or less in accordance with the Criteria.
Criteria	This is a game of skill. The Prize winner will be determined by their ability to be creative, engaging and original in answering the Question.

SAMSUNG

Samsung Tech in Gov 2023 (Promotion)	
Relevant	Promotion Terms and Conditions(T&Cs) Australia wide.
States/Territories:	
Maximum entries per Eligible Entrant	Eligible Entrants are limited to one (1) entry only and must create their own original entry.
Maximum Prize	Limit of one (1) Prize for the Winner.
Judging and the Prize	All Eligible Entries will be reviewed within 28 days of the end of the Promotional Period by a panel of judges comprising employees of the Promoter and/or employees of an agent of the Promoter ("Panel"). The Panel will determine, in its absolute discretion, the one (1) submission, that best satisfies the Criteria.
	The Eligible Entrant who submitted the Eligible Entry will win the Prize ("Winner"). The Winner will be notified via their email address provided and instructed to reply via email with their name, DOB, phone number, work email address and home address.
	The Winner must respond within 48 hours of being notified in order to claim their Prize.
	The Promoter will use reasonable endeavours to deliver the Prize within 180 days from the date of selection as a Winner, however this may be subject to delays.
Second Chance Winner	If the Winner is not able to satisfy these T&Cs, forfeits or fails to accept their Prize within 48 hours of being notified that they are a Winner, 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 ("Second Chance Winner"). The Second Chance Winner will be notified that they have won a Prize in the same manner as the Winner was notified. These T&Cs apply to a Second Chance Winner as if they were a Winner.
General	a) Participation in this Promotion is deemed acceptance of these T&Cs.
	b) This Promotion is not valid in conjunction with any other Samsung offer or promotion.
	c) All prices quoted in these T&Cs are inclusive of GST.
	d) The Prize is not transferable, exchangeable or redeemable for cash. If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize of equal or greater value and/or specification.
	e) If this Promotion is interfered with or cannot be conducted as planned, the Promoter may disqualify any entrant and/or modify, suspend or terminate the Promotion as applicable.
	f) The Promotional Period may be extended in the Promoter's absolute discretion.
	g) 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) using all other information available to the Promoter, 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.
	h) Incomplete, indecipherable or illegible claims will be deemed invalid. Eligible Entrants are responsible for ensuring their correct contact number, email address and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Entrant fail to receive their Prize because of a failure to provide correct details or to notify of a change to those details, or for providing an invalid serial number.
	 Delivery times set out in these T&Cs are indicative only and subject to change, including due to Covid-19-related restrictions and delays.
	j) Subject to paragraph (k), 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:

SAMSUNG

	Samsung Tech in Gov 2023 (Promotion)
	Promotion Terms and Conditions (T&Cs)
General	 (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 Prize that is late, lost, 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 Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Prize.
	k) 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 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.
	l) These Terms and Conditions are governed by the laws of New South Wales. Entrants submit to the nonexclusive jurisdiction of the courts of New South Wales.
Privacy	The Promoter (or third parties on its behalf) may collect personal information to conduct the Promotion and disclose such information to third parties for this purpose, including agents, contractors, service providers and offer suppliers. Validity of an Eligible Entry is conditional on providing this information. Some of these entities may be located outside Australia, including in Singapore, Korea and the Philippines. Entrants acknowledge that by consenting to this disclosure, the Promoter is not obliged to take reasonable steps to ensure overseas recipients do not breach Australian privacy law. All entrants consent to their personal information being collected and stored for this purpose in accordance with the Promoter's privacy policy available at www.samsung.com/au, which forms part of these T&Cs.
Promoter's Details	Samsung Electronics Australia Pty Ltd (ACN 002 915 648)
	3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia
	Promotional Support: <u>gov.support@samsung.com</u>