

Samsung BESPOKE Canvas Panel Giveaway 2023 (Promotion) Terms and Conditions (T&Cs)		
Promotion	This Promotion is for a Gift payable to each Eligible Claimant who purchases 1 Participating Product from a Participating Retail Store or the Samsung Online Store (www.samsung.com/au) during the Promotional Period and submits an Eligible Claim within the Redemption Period in accordance with these T&Cs.	
Eligible Claimant	Australian residents, aged 18 years and over, excluding employees of Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 (" Promoter "), Participating Retail Store or any agency associated with this Promotion.	
Participating Retail Store	<ul style="list-style-type: none"> • Appliances Online • Domayne • Harvey Norman • Joyce Mayne • The Good Guys • Samsung (including Employee Portal) • Winning Appliances 	
Promotional Period (time in Sydney, NSW)	Start time and date	12:00 AM, Thursday, 6 July 2023
	End time and date	11:59 PM, Tuesday, 31 October 2023
Redemption Period (time in Sydney, NSW)	Start time and date	12:00 AM, Thursday, 6 July 2023
	End time and date	11:59 PM, Sunday, 31 December 2023
Gift	<p>Eligible Claimants who purchased a Participating Product from a Participating Retail Store or Samsung Online Store may redeem one full set of Bespoke Canvas panels (Top left, top right, bottom left, bottom right) in accordance with these T&Cs. Colours include Clean Navy Glass, Satin Grey Glass, Satin Sky Blue Glass, Satin Beige Glass, Clean Pink Glass, and Cotta Charcoal Metal and subject to availability. (RRP \$150 each)</p> <p>The Gift does not include the installation of the Bespoke Canvas panels to the Participating Product. Eligible Claimants must install the Bespoke Canvas panels by following the installation guide provided. Installation of the Bespoke Canvas panels is the sole responsibility of the Eligible Claimant.</p>	
Participating Products	<p>BESPOKE Canvas SRFX9550N (Model Code RF65A9675AP/SA)</p> <p>BESPOKE Canvas SRFX9550W (Model Code RF65A967501/SA)</p> <p>BESPOKE Canvas SRFX7600W (Model Code RF59CB67001/SA)</p> <p>BESPOKE Canvas SRFX7600BB (Model Code RF59CB670AP/SA)</p>	
Eligible Claims	<p>1. To be eligible to claim a Gift, an Eligible Claimant must:</p> <p>a) Purchase a Participating Product during the Promotional Period in accordance with these terms and conditions;</p>	

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	<p>b) during the Redemption Period, visit (insert https://www.samsung.com/au/offer/bspoke-panels) ("Redemption Website");</p> <p>c) follow the prompts on the Redemption Website to the online claim form ("Online Claim Form"), and;</p> <p>i. input all requested details, including, without limitation, the Eligible Claimant's full name, phone number email address and residential address; and</p> <p>ii. provide:</p> <ul style="list-style-type: none"> • the model number of; • the serial number of; • a photo of the serial number on the products (not on the box) of; and • a copy of the original tax invoice for, <p>the relevant Participating Product purchased and</p> <p>iii. Submit the fully completed Online Claim Form by 11:59 PM, Sunday, 31 December 2023 (Online Claim Forms will not be accepted after the end of the Redemption Period);</p> <p>(together, an "Eligible Claim").</p> <p>2. Following the valid submission of the Online Claim Form, the Eligible Claimant will receive an email to the Eligible Claimant's nominated email address within 14 days from the date their claim is deemed valid by the Promoter. The Promoter will then arrange for the Eligible Claimant to receive the Gift.</p>
<p>Serial numbers and copies of tax invoices</p>	<p>(a) 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. The claimant will have fourteen (14) days from the date of that email 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.</p> <p>(b) 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 within fourteen (14) days of notification of an invalid serial number, and/or photo of the serial number and/or tax invoice by the Promoter.</p>
<p>Claim Validity</p>	<p>(a) 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 will then have fourteen (14) days from the date of the notification email to provide the requested information to the Promoter, 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 within fourteen (14) days of the notification email by the Promoter.</p> <p>(b) 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.</p> <p>(c) 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 T&Cs 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.</p> <p>(d) 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 for providing an invalid serial number.</p>
<p>General</p>	<p>(a) Participation in this Promotion is deemed acceptance of these T&Cs. Instructions on how to enter and claim form part of these T&Cs.</p> <p>(b) This Promotion is not valid in conjunction with any other Samsung offer or promotion.</p>

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- (c) There is a limit of one (1) Gift per Participating Product purchased.
- (d) The Gift is not transferable or redeemable for cash and may be claimed only by the Eligible Claimant whose name is stated on the proof of purchase. All Eligible Claims must be carried out by the actual purchaser of the Participating Products. Claims by any other person will not be accepted.
- (e) If this Promotion is interfered with or cannot be conducted as reasonably anticipated due to any reason beyond the reasonable control of Samsung, Samsung reserves the right, in its sole discretion, to the fullest extent permitted by law, to (a) disqualify any Eligible Claimant and/or (b) modify, suspend, terminate or cancel the Promotion as appropriate.
- (f) The Promotional Period and/or the Redemption Period may be extended in Samsung's absolute discretion.
- (g) Participating Products and Gifts are subject to stock availability and the Promotion ends if Participating Products and/or Gifts are unavailable.
- (h) 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.
- (i) Incomplete, indecipherable or illegible claims will be deemed invalid. Eligible 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 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.
- (j) A claimant is not an Eligible Claimant and is not entitled to a Gift if that claimant returns a Participating Product to the Participating Retailer from which it was purchased, or from the Samsung Online Store for a refund or exchange. If a claimant returns his/her Participating Products to the Participating Retailer from which it was Purchased for a refund or exchange after having received a Gift, that claimant must return the Gift to the Promoter within a reasonable period of time, in a manner directed by the Promoter. This clause does not limit or affect the claimant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.
- (k) An Eligible Claimant is responsible for all ancillary costs in completing the Online Order Form and in claiming and using the Gift, including any internet service charges.
- (l) Delivery will only be made into an Australian residential address.
- (m) The Promoter will only make 3 attempts to make a delivery. After three (3) failed attempts (for instance if there is no one available at the nominated address to accept the delivery), the Gift will be forfeited. If an Eligible Claimant becomes aware that they have submitted incorrect delivery address information, the Eligible Claimant must immediately notify the Promoter of the Eligible Claimant's error and provide correct address information.
- (n) Eligible Claimants should allow sixty (60) days from the date their claim is deemed valid by the Promoter for the delivery to be made to the designated address.
- (o) The Promoter is not responsible for an act or omission of its server administrator which may affect the claimant's ability to submit the Online Claim Form.
- (p) 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), Samsung's liability for breach of such a condition, warranty, other term or guarantee is limited (at Samsung's election) to the extent it is able to do so: (a) in the case of supply of goods, Samsung 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, Samsung doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.

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	<p>(q) Subject to paragraph (15), Samsung (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 Samsung's control); (b) any theft, unauthorised access or third party interference; (c) any claim, original Purchase documentation or Gift that is late, lost, or misdirected (whether or not after their receipt by Samsung) due to any reason beyond the reasonable control of Samsung; (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.</p> <p>(r) 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.</p>
Privacy	<p>Samsung (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, Samsung 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 Samsung's privacy policy available at www.samsung.com/au, which forms part of these T&Cs.</p>
Promoter's details	<p>Samsung Electronics Australia Pty Ltd (ACN 002 915 648) 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia</p> <p>Promotional Support:</p> <p>Email: promos.au-ce@samsung.com</p> <p>Phone: 1300 362 603 (Option 9 then Option 5)</p>