Samsung Smart Monitor Pre-order promotion 2023 (Promotion)

Terms and Conditions (T&Cs)

Promotion

Eligible Claimants who:

a) purchase a Participating Product from a Participating Store during the Promotional Period;
b) are one of the first two hundred (200) people to submit an Eligible Claim during the Redemption Period; and
c) otherwise comply with these T&Cs,

will receive a Gift which corresponds to the Participating Product purchased.

Eligible Claimants

Australian residents aged 18 years and over who purchase a Participating Product from a Participating Store during the Promotional Period.
For clarity, companies, businesses and organisations of any description are excluded from participating in this Promotion.

Participating Products

	Product Name	RRP	Model Number	Gift	Gift Model Number	Gift Value (AUD$)
1	32" Smart Monitor M80C UHD	$999	LS32CM801UEXXY	1. Logitech MX Anywhere 3s (Pale Grey) 2. Logitech MX Keys Mini (Pale Grey)	1. 910-006933 2. 920-010506	1. $139.95 2. $179.95
2	32" Smart Monitor M70C UHD	$849	LS32CM701UEXXY	Samsung Portable T7 SSD 2TB	MU-PC2T0T/WW	$299.00

The definition of Participating Products does not include any Excluded Products.

Note: Please note that non-genuine or non-Australian models of the Participating Products and Excluded Products are not eligible for this Promotion. Samsung recommends that, prior to purchasing a Participating Product, Claimants verify that the product is a genuine and Australian model that is eligible for this Promotion. Further information on the benefits of purchasing Australian models can be found at www.samsung.com/au/made-for-australia.

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 Samsung in its absolute discretion, additional or ancillary to the models listed in the table above.

Participating Stores

Participating Product	Business/ Trading Name	ABN	Entity Name
32" Smart Monitor M80C UHD	SAMSUNG*	63 002 915 648	SAMSUNG ELECTRONICS AUSTRALIA PTY LTD
32" Smart Monitor M70C UHD	HARVEY NORMAN	varies	varies
	JB HI-FI	37 093 114 286	JB HI-FI GROUP PTY LTD
	OFFICEWORKS	36 004 763 526	OFFICEWORKS LTD

*Samsung means Samsung official e-store accessible via the URL https://shop.samsung.com/au/. This excludes purchases made on Samsung Enhanced Partnership portal, Samsung's Government Store, Samsung Business Store and Samsung Education Store.

Promotion Period	**Start Time and Date**	AEST 9:00 AM, Thursday, 6 July 2023
	End Time and Date	AEST 11:59 PM, Wednesday, 26 July 2023
Claim Period	**Start Time and Date**	AEST 9:00 AM, Thursday, 6 July 2023
	End Time and Date	AEST 11:59 PM, Sunday, 20 August 2023

Gift

Refer to table in Participating Products. The first two hunderd (200) Eligible Claimants who submit an Eligible Claim during the Claim Period will receive a Gift which corresponds to the Participating Product purchased as outlined in the table above.

Promotion Website

www.samsung.com/au/offer/smart-monitor-2023-pre-order

Eligible Claim

1. To be eligible to claim a Gift, an Eligible Claimant must:
   a) Purchase a Participating Product from a Participating Store during the Promotional Period;
   b) When the Participating Product is delivered to the Eligible Claimant, the Eligible Claimant must during the Claim Period visit and follow the prompts and instruction on the Promotion Website ("**Online Claim Form**"); and
      i. input all requested details, including, without limitation, the claimant's full name, phone number, email address and residential address;
      ii. provide the below information:
         - proof of purchase;
         - serial number of the Participating Product,
         - for the relevant Participating Product, and other such details as required by Samsung;
      iii. provide the address to which the Eligible Claimant wishes the Gift to be delivered; and

	c) be one of the first two hundred (200) Eligible Claimants to submit the fully completed Online Claim Form during the Claim Period and receive confirmation in accordance with (2) below, (Online Claim Forms will not be accepted after the end of the Claim Period), 2. If the Eligible Claimant has submitted a valid Eligible Claim, Eligible Claimants will receive a claim number and notification via their nominated email address that their claim has been deemed valid within a reasonable period of time. Samsung will then arrange for the Eligible Claimant to be delivered a Gift. 3. If Samsung requires any further information in order to validate a submitted Online Claim Form, or if the Eligible Claimant has provided any invalid serial number and/ or proof of purchase for the Participating Product, Samsung will endeavour to inform the Eligible Claimant by email within fourteen (14) days of the Eligible Claimant submitting an Eligible claim for the Gift. 4. Eligible Claimants will then have fourteen (14) days from the date of the notification email from Samsung to respond to the email to provide the requested information to Samsung, unless expressly stated otherwise in the notification email. Samsung may, in its absolute discretion, invalidate any claims if the claimant fails to provide the further requested information within fourteen (14) days of the notification email from Samsung.
Purchase	Means payment in full. This can be by cash, card or any other credit program that the Participating Store accepts, where a proof of purchase is provided.
Delivery of Gift	1. Eligible Claimants should allow at least ninety (90) days for delivery of the Gift from the date they receive notification from Samsung that their Eligible Claim is being processed. Samsung will use all reasonable endeavours to deliver the Gift within sixty (60) days from the date notification is received, however this may be subject to delay in some circumstances. 2. Gifts will be delivered to mailing address submitted at the time of submitting an Eligible Claim. . 3. Gifts will be delivered by a courier partner of Samsung's choosing and must be signed for at time of delivery. 4. A parcel collection card will be left at the Eligible Entrant's delivery address if no one is present at the time of attempted delivery. The Gift will then be delivered to a local Australia Post Office for your collection.
General	1. Participation in this Promotion is deemed acceptance of these T&Cs. 2. A claimant is not an Eligible Claimant and is not entitled to a Gift if that claimant returns the Participating Product for a refund or exchange. If a claimant returns his/her Participating Product to the Participating Store from which it was purchased for a refund or exchange after having received a Gift, that claimant must return the Gift in good and working condition to Samsung within a reasonable period of time, in a manner directed by Samsung. 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. 3. This Promotion is not valid in conjunction with any other Samsung offer or promotion, unless expressly stated. 4. This Promotion is not open to companies, businesses, commercial ventures, organisations or anyone acting on their behalf. 5. There is a limit of one (1) Gift per Participating Product purchased. 6. There is a limit of (1) claim under this Promotion per Eligible Claimant. 7. All prices quoted in these Terms and Conditions are inclusive of GST. 8. The Gift is not transferable, exchangeable or redeemable for cash and may be claimed only by the Eligible Claimant whose name is stated on the proof of purchase. All claims must be carried out by the actual purchaser of the Participating Product. Claims or registrations by any other person will not be accepted. 9. 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) Samsung may disqualify any Eligible Claimant; and/or (b) modify, suspend, terminate or cancel the Promotion, as appropriate. 10. Participating Products and Gifts are subject to stock availability and the Promotion ends if Participating Products or Gifts are unavailable. 11. The Promotional and/or Claim Periods may be extended in Samsung's absolute discretion. 12. Samsung 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 Samsung, 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. Samsung's decision is final and no correspondence will be entered into. Failure by Samsung to enforce any of its rights at any stage does not constitute a waiver of those rights. 13. Incomplete, indecipherable or illegible claims will be deemed invalid. Eligible Claimants are responsible for ensuring their correct contact number, email address and address details are provided and any updated details are notified to Samsung immediately. Samsung 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. 14. An Eligible Claimant is responsible for all ancillary costs in completing the Online Claim Form and in claiming and using the Gift, including any internet service charges.

	15. Samsung is not responsible for an act or omission of its server administrator which may affect the Eligible Claimants ability to submit the Online Claim Form. 16. Subject to paragraph (17), 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. 17. 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 to (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. 18. These Terms and Conditions are governed by the laws of New South Wales. Claimants submit to the non-exclusive 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 Claim is conditional on providing this information. Some of these entities may be located outside Australia, including in Singapore, Korea and the Philippines. Claimants 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 claimants 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: Email: promos.au-ce@samsung.com Phone : 1300 362 603 (Option 9, followed by option 5)