

Samsung The Complete Home Theatre Experience Promotion ("Promotion") Terms and Conditions ("T&Cs")

Promotion	<p>1. These T&Cs govern the Promotion. Instructions on how to enter and claim form part of these T&Cs. Participation in this Promotion is deemed acceptance of these T&Cs. This Promotion is not valid in conjunction with any other offer, including Samsung Soundbar 100 Day Money Back Guarantee. This offer is also not available on purchases made via Samsung Enhanced Partnership Portals, Samsung Government Store, Samsung Business Store and Samsung Education Store. Capitalised terms are defined in these T&Cs.</p> <p>2. Eligible Claimants who:</p> <p>a) Purchase a Participating TV with any Participating Soundbar in the same transaction from a Participating Reseller between 9:00 AM (AEST), 1st July and 11:59 PM (AEST), 30th September 2021 ("TV Purchase Period"); OR Purchase from a Participating Reseller a Participating TV during the TV Purchase Period, then in a separate transaction purchase from a Participating Reseller any Participating Soundbar within 3 months from the date the Participating TV was purchased ("TV Purchase Date");</p> <p>a) Submit an Eligible Claim during the Redemption Period; and b) Otherwise comply with these T&Cs, will receive a Gift.</p>	
Promotional Period (time in Sydney, NSW)	Start time and date	9:00 AM, Thursday, 1 July 2021
Redemption Period (time in Sydney, NSW)	Start time and date	9:00 AM, Thursday, 1 July 2021
Eligible Claimants	<p>Any individual who meets all of the following criteria:</p> <p>a) Australian residents with an Australian bank account; b) Are aged 18 years and over; and otherwise comply with these T&Cs.</p> <p>Employees of Samsung or any agency associated with this Promotion, and the immediate family of such employees are excluded from participating in this Promotion. "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 first cousin.</p> <p>This Promotion is not open to companies, businesses, commercial ventures, organisations or anyone acting on their behalf.</p>	

Participating Products	Participating TVs	Product Description	Product Model Code (SKU)
		85" QN900A Neo QLED 8K Smart TV (2021)	QA85QN900AWXXY
		75" The Terrace Outdoor 4K Smart TV	QA75LST7TAWXXY
		The Premiere Triple Laser 4K Smart Projector	SP-LSP9TFAXXY
		85" QN800A Neo QLED 8K Smart TV (2021)	QA85QN800AWXXY
		75" QN900A Neo QLED 8K Smart TV (2021)	QA75QN900AWXXY
		65" The Terrace Outdoor 4K Smart TV	QA65LST7TAWXXY
		85" QN85A Neo QLED 4K Smart TV (2021)	QA85QN85AAWXXY
		75" QN800A Neo QLED 8K Smart TV (2021)	QA75QN800AWXXY
		65" QN900A Neo QLED 8K Smart TV (2021)	QA65QN900AWXXY
		75" QN700A Neo QLED 8K Smart TV (2021)	QA75QN700AWXXY
		55" The Terrace Outdoor 4K Smart TV	QA55LST7TAWXXY
		The Premiere Laser 4K Smart Projector	SP-LSP7TFAXXY
		75" QN90A Neo QLED 4K Smart TV (2021)	QA75QN90AAWXXY
		85" The Frame QLED 4K Smart TV (2021)	QA85LS03AAWXXY
		85" Q70A QLED 4K Smart TV (2021)	QA85Q70AAWXXY
		75" QN85A Neo QLED 4K Smart TV (2021)	QA75QN85AAWXXY
		65" QN800A Neo QLED 8K Smart TV (2021)	QA65QN800AWXXY
		65" QN700A Neo QLED 8K Smart TV (2021)	QA65QN700AWXXY
		85" Q60A QLED 4K Smart TV (2021)	QA85Q60AAWXXY
		65" QN90A Neo QLED 4K Smart TV (2021)	QA65QN90AAWXXY
		75" The Frame QLED 4K Smart TV (2021)	QA75LS03AAWXXY
		65" QN85A Neo QLED 4K Smart TV (2021)	QA65QN85AAWXXY
		75" Q70A QLED 4K Smart TV (2021)	QA75Q70AAWXXY
		55" QN90A Neo QLED 4K Smart TV (2021)	QA55QN90AAWXXY
		65" Q80A QLED 4K Smart TV (2021)	QA65Q80AAWXXY
		55" QN85A Neo QLED 4K Smart TV (2021)	QA55QN85AAWXXY
		75" Q60A QLED 4K Smart TV (2021)	QA75Q60AAWXXY
		65" The Frame QLED 4K Smart TV (2021)	QA65LS03AAWXXY
		65" The Serif QLED 4K Smart TV (2020)	QA65LS01TAWXXY
		65" Q70A QLED 4K Smart TV (2021)	QA65Q70AAWXXY
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		55" The Serif QLED 4K Smart TV (2020)	QA55LS01TAWXXY
		55" Q60A QLED 4K Smart TV (2021)	QA55Q60AAWXXY

Participating Soundbars	Product Description	Product Model Code (SKU)
	HW-A450 2.1ch A-Series Soundbar with Subwoofer (2021)	HW-A450/XY
	HW-A550 2.1ch A-Series Soundbar with Subwoofer (2021)	HW-A550/XY
	HW-A650 3.1ch A-Series Soundbar with Subwoofer (2021)	HW-A650/XY
	HW-S60A 5.0Ch S-Series Soundbar (2021)	HW-S60A/XY
	HW-S61A 5.0Ch S-Series Soundbar (2021)	HW-S61A/XY
	The Terrace Soundbar (2020)	HW-LST70T/XY
	HW-Q600A 3.1.2ch Home Theatre Soundbar (2021)	HW-Q600A/XY
	HW-Q700A 3.1.2ch Home Theatre Soundbar (2021)	HW-Q700A/XY
	HW-Q870A 5.1.4ch Home Theatre Soundbar (2021)	HW-Q870A/XY
	HW-Q900A 7.1.2ch Home Theatre Soundbar (2021)	HW-Q900A/XY
HW-Q950A 11.1.4ch Home Theatre Soundbar (2021)	HW-Q950A/XY	

Excluded Products	Participating Products 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 models listed in the table above.																					
Participating Reseller	<p>"Participating Reseller" means each of the following authorised Samsung resellers:</p> <table border="1" data-bbox="320 479 1442 1312"> <thead> <tr> <th data-bbox="320 479 1442 517">Participating Resellers:</th> </tr> </thead> <tbody> <tr><td data-bbox="320 517 1442 555">JB Hi-Fi</td></tr> <tr><td data-bbox="320 555 1442 593">Harvey Norman</td></tr> <tr><td data-bbox="320 593 1442 631">Joyce Mayne</td></tr> <tr><td data-bbox="320 631 1442 669">Domayne</td></tr> <tr><td data-bbox="320 669 1442 707">The Good Guys</td></tr> <tr><td data-bbox="320 707 1442 745">Bing Lee</td></tr> <tr><td data-bbox="320 745 1442 784">Betta Home Living</td></tr> <tr><td data-bbox="320 784 1442 822">Winning Appliances</td></tr> <tr><td data-bbox="320 822 1442 860">Costco</td></tr> <tr><td data-bbox="320 860 1442 898">Samsung.com E-Store https://www.samsung.com/au/ and https://shop.samsung.com/au</td></tr> <tr><td data-bbox="320 898 1442 936">David Jones</td></tr> <tr><td data-bbox="320 936 1442 974">Appliances Online</td></tr> <tr><td data-bbox="320 974 1442 1012">Bi-Rite</td></tr> <tr><td data-bbox="320 1012 1442 1050">Retravision / Dorsett</td></tr> <tr><td data-bbox="320 1050 1442 1088">VideoPro</td></tr> <tr><td data-bbox="320 1088 1442 1126">Bunnings</td></tr> <tr><td data-bbox="320 1126 1442 1164">Flybys</td></tr> <tr><td data-bbox="320 1164 1442 1202">Qantas</td></tr> <tr><td data-bbox="320 1202 1442 1240">Escea</td></tr> <tr><td data-bbox="320 1240 1442 1279">ASN</td></tr> </tbody> </table>	Participating Resellers:	JB Hi-Fi	Harvey Norman	Joyce Mayne	Domayne	The Good Guys	Bing Lee	Betta Home Living	Winning Appliances	Costco	Samsung.com E-Store https://www.samsung.com/au/ and https://shop.samsung.com/au	David Jones	Appliances Online	Bi-Rite	Retravision / Dorsett	VideoPro	Bunnings	Flybys	Qantas	Escea	ASN
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Purchase	Means payment in full. This can be by cash, card or any other payment method that the Participating Reseller accepts, where a proof of purchase is provided.																					
Gift	<p>1. Eligible Claimants who submit an Eligible Claim will receive cash back in the form of an electronic funds transfer ("EFT") to the Eligible Claimant's nominated Australian bank account to the value set out below which corresponds to the Participating TV Purchased (Cashback).</p> <p>2. The maximum Eligible Claims per Participating TV purchased is one (1).</p> <p>3. The maximum number of Gifts per Eligible Claimant is three (3).</p> <p>Eligible Claimants who Purchase a Participating TV with any Participating Soundbar in the same transaction from a Participating Reseller during the TV Purchase Period will be entitled to claim a Gift in the amount specified in column A below (Bundled Cashback Gift).</p> <p>Eligible Claimants who Purchase a Participating TV from a Participating Reseller during the TV Purchase Period, then purchase any Participating Soundbar from a Participating Reseller within 90 days from the TV Purchase Date will be entitled to claim a Gift in the amount specified in column B below (Individual Cashback Gift).</p> <p>The full breakdown of all eligible Gift entitlements is found below. The value of the Gift is determined based on the value of the Participating TV the consumer Purchased:</p> <table border="1" data-bbox="320 1832 1241 2016"> <thead> <tr> <th data-bbox="320 1832 539 1928">MODEL</th> <th data-bbox="539 1832 890 1928">A – Bundled Cashback Gift</th> <th data-bbox="890 1832 1241 1928">B – Individual Cashback Gift</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 1928 539 1977">QA85QN900AWXXY</td> <td data-bbox="539 1928 890 1977">\$1,000</td> <td data-bbox="890 1928 1241 1977">\$500</td> </tr> <tr> <td data-bbox="320 1977 539 2016">QA75LST7TAWXXY</td> <td data-bbox="539 1977 890 2016">\$1,000</td> <td data-bbox="890 1977 1241 2016">\$500</td> </tr> </tbody> </table>	MODEL	A – Bundled Cashback Gift	B – Individual Cashback Gift	QA85QN900AWXXY	\$1,000	\$500	QA75LST7TAWXXY	\$1,000	\$500												
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	QA85QN85AAWXXY	\$600	\$300
	QA75QN800AWXXY	\$600	\$300
	QA65QN900AWXXY	\$600	\$300
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	QA75QN90AAWXXY	\$500	\$250
	QA85LS03AAWXXY	\$500	\$250
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	QA75QN85AAWXXY	\$400	\$200
	QA65QN800AWXXY	\$400	\$200
	QA65QN700AWXXY	\$400	\$200
	QA85Q60AAWXXY	\$400	\$200
	QA65QN90AAWXXY	\$350	\$175
	QA75LS03AAWXXY	\$350	\$175
	QA65QN85AAWXXY	\$300	\$150
	QA75Q70AAWXXY	\$300	\$150
	QA55QN90AAWXXY	\$300	\$150
	QA65Q80AAWXXY	\$250	\$125
	QA55QN85AAWXXY	\$250	\$125
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	QA55LS03AAWXXY	\$200	\$100
	QA65Q60AAWXXY	\$200	\$100
	QA55Q70AAWXXY	\$200	\$100
	QA55LS01TAWXXY	\$150	\$100
	QA55Q60AAWXXY	\$150	\$100
Redemption Website	https://www.samsung.com/au/offer/home-theatre-cashback		
Eligible Claim	<p>1. To be eligible to claim a Gift (each eligible claim, an "Eligible Claim"), an Eligible Claimant must:</p> <ol style="list-style-type: none"> Purchase a Participating TV and a Participating Soundbar in accordance with the terms and conditions above; agree to these T&Cs; during the Redemption Period, visit the Redemption Website; follow the prompts on the Redemption Website to the online claim form ("Online Claim Form"), and; <ol style="list-style-type: none"> input all requested details, including, without limitation, the claimant's full name, phone number email address and residential address; provide: 		

	<ul style="list-style-type: none"> • the model numbers of; • the serial numbers of; • a photo of the serial numbers of; and • a copy of the original tax invoice for, <p>the relevant Participating Products Purchased, and other such details as required by the Promoter;</p> <p>iii. Submit the fully completed Online Claim Form by 11:59pm (AEST) on 15th January 2022 (Online Claim Forms will not be accepted after the end of the Redemption Period).</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>1. The Promoter will validate all serial numbers and photos of serial numbers of Participating Products and the tax invoices submitted by claimants and will inform a claimant who has provided an invalid serial number(s), and/or photo(s) of the serial number(s) 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(s), and/or photo(s) of the serial number(s) and/or tax invoice, as applicable.</p> <p>2. If the Promoter requires any further information in order to validate a submitted Online Claim Form, or if the Eligible Claimant who has provided any invalid serial number, and/or photo of the serial number and/ or tax invoice by email, the Promoter will inform the Eligible Claimant by email. The Eligible 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 claims if the claimant fails to provide the further requested information within fourteen (14) days of the notification email by the Promoter.</p> <p>3. The Promoter may invalidate any claims if a claimant has failed to provide a valid serial number(s), a photo of the serial number(s) and/or tax invoice with voucher code within fourteen (14) days of notification of an invalid serial number(s), photo of the serial number(s) and/or tax invoice by the Promoter.</p> <p>4. If an Eligible Claimant has paid in full for the Participating Products and they are on back order (that is, if they haven't received them yet), the Eligible Claimant must still submit an Online Claim Form by 15th January 2022 .If an Eligible Claimant has not paid in full for the Participating Products and they are on back order, the Eligible Claimant must:</p> <p>a) pay for the Participating Products in full by 11:59 PM (AEST) 30th September 2021 when claiming the Bundled Cashback Gift; or</p> <p>b) pay for the Participating TV by 11:59 PM (AEST) 30th September 2021 and Participating Soundbar within 90 days of the TV Purchase Date when claiming the Individual Cashback Gift, and submit an Online Claim Form by 11:59PM 15th January 2022.</p> <p>5. If an Eligible Claimant is unable to provide the Serial Numbers of the Participating Products purchased at the time of submitting the Online Claim Form due to a back order, the claim will be accepted for consideration, however, the Eligible Claimant must provide the serial number to the Promoter by 5:00pm (AEST) on 15th January 2022 to validate the claim. Such Eligible Entrants will be sent an email by the Promoter providing them with information on how to submit their serial number.</p>
<p>General</p>	<p>1. All prices quoted in these T&Cs are inclusive of GST.</p> <p>2. The Gift is not transferable 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.</p> <p>3. 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.</p> <p>4. The TV Purchase Period and/or the Redemption Period may be extended in Samsung's absolute discretion.</p> <p>5. Participating Products are subject to stock availability and the Promotion ends if Participating Products are unavailable.</p> <p>6. 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.</p> <p>7. 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.</p>

	<ol style="list-style-type: none"> 8. A claimant is not an Eligible Claimant and is not entitled to a Gift if that claimant returns a Participating Product to the Participating Reseller from which it was purchased for a refund or exchange. If a claimant returns one or both of his/her Participating Products to the Participating Reseller 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. 9. 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. 10. EFT payments will only be made into an Australian bank account. The Promoter is not liable for any EFT payment not being made to, or received by, the Eligible Claimant because the Eligible Claimant does not hold an Australian bank account. 11. The Promoter will only make 3 attempts to make an EFT to the Eligible Claimant's bank account. If the EFT fails after three (3) attempts, the Gift will be forfeited. If an Eligible Claimant becomes aware that they have submitted incorrect bank account information, the Eligible Claimant must immediately notify the Promoter of the Eligible Claimant's error and provide correct bank account information. If an EFT is made to a bank account which was erroneously submitted by an Eligible Claimant, the Promoter will attempt to reverse the EFT, which, if reversed, will be credited to the Promoter, who will then make an EFT to the Eligible Claimant's resubmitted bank account. If an EFT is reversed and then retransferred because of an error of an Eligible Claimant, a \$7.95 bank re-issuing fee will be deducted from the amount of the Gift transferred to the Eligible Claimant's resubmitted bank account. The Promoter does not warrant or represent that it will be able to effect an EFT reversal and the Eligible Claimant agrees that if they submit incorrect bank account information, and a Gift is paid to an incorrect bank account, the Gift may be forfeited. 12. Eligible Claimants should allow sixty (60) days from the date their claim is deemed valid by the Promoter for the EFT to be made to their nominated bank account. The Eligible Claimant may need to allow further time for the funds to be cleared by their bank. 13. 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. 14. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the <i>Competition and Consumer Act 2010</i> (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. 15. Subject to paragraph (14), 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. 16. 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.
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 Claim is conditional on providing this information. Some of these entities may be outside Australia, including in Singapore, Korea and the Philippines. Claimants 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 claimant 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	<p>Samsung Electronics Australia Pty Ltd (ACN 002 915 648) 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia Promotional Support: Email: info@samsung-cashback.com Phone: 1300 220 194</p>