

Samsung SSD 2021 Cashback 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. Capitalised terms are defined in these T&Cs.</p> <p>2. Eligible Claimants who:</p> <p>2.1 Purchase a Participating Product from a Participating Store during the Promotional Period;</p> <p>2.2 submit an Eligible Claim during the Redemption Period; and</p> <p>otherwise comply with these T&Cs, will receive a Cash Back.</p>			
Promotional Period (time in Sydney, NSW)	Start time and date	9:00 AM, Monday, 22 February 2021		
	End time and date	11:59 PM, Sunday, 4 April 2021		
Redemption Period (time in Sydney, NSW)	Start time and date	9:00 AM, Monday, 22 February 2021		
	End time and date	11:59 PM, Friday, 30 April 2021		
Eligible Claimant	<p>Australian residents, aged 18 years and over, excluding employees of the Promoter, Participating Store or any agency associated with this Promotion, or any immediate family member of such person.</p> <p>Only an individual can be an Eligible Claimant and companies, businesses and organisations of any description are excluded from participating in this Promotion.</p>			
Participating Product	Participating Product Name		Cash Back Value (\$AUD)	
	1	980 PRO 2TB (M.2 NVMe)	MZ-V8P2T0BW	\$44.00
	2	980 PRO 1TB (M.2 NVMe)	MZ-V8P1T0BW	\$22.00
	3	980 PRO 500GB (M.2 NVMe)	MZ-V8P500BW	\$14.00
	4	980 PRO 250GB (M.2 NVMe)	MZ-V8P250BW	\$9.00
	5	970 PRO 1TB (M.2 NVMe)	MZ-V7P1T0BW	\$32.00
	6	970 PRO 500GB (M.2 NVMe)	MZ-V7P512BW	\$17.00
	7	970 EVO Plus 2TB (M.2 NVMe)	MZ-V7S2T0BW	\$33.00
	8	970 EVO Plus 1TB (M.2 NVMe)	MZ-V7S1T0BW	\$17.00
	9	970 EVO Plus 500GB (M.2 NVMe)	MZ-V7S500BW	\$9.00
	10	970 EVO Plus 250GB (M.2 NVMe)	MZ-V7S250BW	\$6.00
	11	860 PRO 4TB (2.5" SATA)	MZ-76P4T0BW	\$107.00
	12	860 PRO 2TB (2.5" SATA)	MZ-76P2T0BW	\$53.00
	13	860 PRO 1TB (2.5" SATA)	MZ-76P1T0BW	\$32.00
	14	860 PRO 512GB (2.5" SATA)	MZ-76P512BW	\$18.00
	15	860 PRO 256GB (2.5" SATA)	MZ-76P256BW	\$10.00
	16	870 EVO 4TB (2.5" SATA)	MZ-77E4T0BW	\$71.00
	17	870 EVO 2TB (2.5" SATA)	MZ-77E2T0BW	\$36.00
	18	870 EVO 1TB (2.5" SATA)	MZ-77E1T0BW	\$25.00
	19	870 EVO 500GB (2.5" SATA)	MZ-77E500BW	\$7.00
	20	870 EVO 250GB (2.5" SATA)	MZ-77E250BW	\$4.00
	21	860 EVO 4TB (2.5" SATA)	MZ-76E4T0BW	\$246.00
22	860 EVO 2TB (2.5" SATA)	MZ-76E2T0BW	\$123.00	

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23	860 EVO 1TB (2.5" SATA)	MZ-76E1T0BW	\$32.00
24	860 EVO 500GB (2.5" SATA)	MZ-76E500BW	\$17.00
25	860 EVO 250GB (2.5" SATA)	MZ-76E250BW	\$10.00
26	860 EVO 2TB (M.2 SATA)	MZ-N6E2T0BW	\$36.00
27	860 EVO 1TB (M.2 SATA)	MZ-N6E1T0BW	\$25.00
28	860 EVO 500GB (M.2 SATA)	MZ-N6E500BW	\$7.00
29	860 EVO 250GB (M.2 SATA)	MZ-N6E250BW	\$4.00
30	870 QVO 8TB (2.5" SATA)	MZ-77Q8T0BW	\$118.00
31	870 QVO 4TB (2.5" SATA)	MZ-77Q4T0BW	\$60.00
32	870 QVO 2TB (2.5" SATA)	MZ-77Q2T0BW	\$26.00
33	870 QVO 1TB (2.5" SATA)	MZ-77Q1T0BW	\$16.00

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 table above.

Participating Store

"Participating Store" means each of the following authorised Samsung resellers:

Business/ Trading Name	ABN	Entity Name
AUSTIN COMPUTERS	69 780 893 412	THE TRUSTEE FOR RONG FAMILY TRUST
BUDGET PC	29 133 654 761	BUDGET PC PTY LTD
CENTRECOM	96 084 165 293	CENTRE COM SUNSHINE PTY LTD
COMPUTER ALLIANCE	83 092 544 253	COMPUTER ALLIANCE PTY LTD
CPL	90 128 782 507	CPL DISTRIBUTION PTY LTD
IJK INTERNATIONAL PTY LTD	99 132 615 877	IJK INTERNATIONAL PTY LTD
J&W COMPUTERS	27 145 167 719	JW COMPUTERS HOLDINGS PTY LTD
K. S. COMPUTER TECHNOLOGY	59 074 527 763	KAI SENG AUSTRALIA HOLDING PTY LTD
MSY GROUP AUSTRALIA	48 471 082 951	The Trustee for MSY GROUP Trust
MWAVE	38 114 422 507	ESEL PTY LTD
ONLINE COMPUTER	61 087 124 892	ON LINE CENTRE PTY LTD
PC CASE GEAR PTY LTD	14 099 808 072	PC CASE GEAR PTY LTD
PLE COMPUTERS	48 051 046 596	PLE COMPUTERS PTY LTD
SCORPTEC COMPUTERS	79 775 620 896	THE TRUSTEE FOR SCORPION TECHNOLOGY UNIT TRUST
UMART ONLINE	74 076 486 416	NEW EAGLE INTERNATIONAL PTY LTD
SAMSUNG*	63 002 915 648	SAMSUNG ELECTRONICS AUSTRALIA PTY LTD

*Excludes purchases made on Samsung Enhanced Partnership portal, Samsung's Government Store, Samsung Business Store and Samsung Education Store.

For the avoidance of doubt, online bidding and auction websites (e.g. www.ebay.com.au) are not Participating Stores for the purposes of the Promotion.

Cash Back

1. A cash back in the form of an electronic funds transfer ("EFT") to the Eligible Claimant's nominated Australian bank account to the 'Cash Back Value' set out in the table above corresponding to the purchased Participating Product.

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	2. Each Eligible Claimant is entitled to Purchase up to three (3) Participating Products (and is therefore entitled to receive up to three (3) Cash Backs). The maximum Eligible Claim however per Participating Product purchased is one (1).
Eligible Claim	1. To be eligible to claim a Cash Back, an Eligible Claimant must: <ol style="list-style-type: none"> 1.1. Purchase a Participating Product from a Participating Store during the Promotional Period; 1.2. during the Redemption Period, visit the Redemption Website and register a personal account (if they do not already have one) by following the prompts and instructions on the Redemption Website; 1.3. follow the prompts to the online claim form ("Online Claim Form"), and; <ol style="list-style-type: none"> 1.3.1. input all requested details, including, without limitation, the claimant's full name, phone number, email address and residential address; 1.3.2. provide: <ol style="list-style-type: none"> (a) the model number; (b) the serial number; (c) a photo of the serial number ; and (d) a copy of the original tax invoice for, the relevant Participating Product, and other such details as required by the Promoter; 1.3.3. provide the bank account details of the Eligible Claimant's Australian bank account; and 1.3.4. submit the fully completed Online Claim Form within twenty-eight (28) days of Purchase of the Participating Product (Online Claim Forms will not be accepted after the end of the Redemption Period). <p>(each eligible claim, an "Eligible Claim")</p>
Redemption Website	https://www.samsung.com/au/offer/ssd-cashback-2021
Purchase	Payment in full from a Participating Store.
General	<ol style="list-style-type: none"> 1. Eligible Claimants will be notified via their nominated email address that their claim has been deemed an Eligible Claim within a reasonable period of time. The Promoter will then arrange for the Eligible Claimant to receive the Cash Back. 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. 3. A claimant is not an Eligible Claimant and is not entitled to a Cash Back if that claimant returns the Participating Product to the Participating Store from which it was purchased 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 Cash Back, that claimant must return the Cash Back to the Promoter immediately and in a manner directed by the Promoter. This clause does not limit or affect the claimant's rights to exchange a Participating Product with regards to

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warranties on the Participating Product either from the manufacturer or implied by legislation.

4. The Promotional Period and/or the Redemption Period may be extended in the Promoter's absolute discretion.
5. 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.
6. 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 Cash Back because of a failure to provide correct details or to notify of a change to those details, or for providing an invalid serial number.
7. 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.
8. The Promoter will make three (3) attempts to deliver the Cash Back (by way of EFT payment) to the Eligible Claimant's bank account. If the EFT fails after three (3) attempts, the Cash Back 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 Cash Back 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 Cash Back is paid to an incorrect bank account, the Cash Back may be forfeited.
9. Eligible Claimants should allow sixty (60) days from the date their claim is deemed an Eligible Claim 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.
10. If the Cash Back is unavailable, the Promoter, in its discretion, reserves the right to substitute the Cash Back with an alternative benefit of equal or greater value.
11. The Cash Back is not transferable or exchangeable and may be claimed only by the Eligible Claimant whose name is stated on the tax invoice. 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.
12. 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; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate.
13. An Eligible Claimant is responsible for all ancillary costs in completing the Online Claim Form and in claiming and using the Cash Back, including any internet service charges.

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	<p>14. 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> <p>15. Subject to paragraph 16, 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: (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 Cash Back 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 Cash Back value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Cash Back.</p> <p>16. 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), 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.</p> <p>17. 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>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.</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: Email: promos.au@samsung.com</p>