

Samsung Smart Monitor Promotion 2021 (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 300 (three hundred) people to submit an Eligible Claim during the Redemption Period; and c) otherwise comply with these T&Cs, will receive a Gift.																																													
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	<table border="1"> <thead> <tr> <th>Product Name</th> <th>Product Code</th> </tr> </thead> <tbody> <tr> <td>Smart Monitor M5 27"</td> <td>LS27AM500NEXXY</td> </tr> <tr> <td>Smart Monitor M5 32"</td> <td>LS32AM500NEXXY</td> </tr> <tr> <td>Smart Monitor M7 32"</td> <td>LS32AM700UEXXY</td> </tr> </tbody> </table> <p>The definition of Participating Products does not include any Excluded Products.</p> <p><u>Note:</u> 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.</p>	Product Name	Product Code	Smart Monitor M5 27"	LS27AM500NEXXY	Smart Monitor M5 32"	LS32AM500NEXXY	Smart Monitor M7 32"	LS32AM700UEXXY																																					
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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.																																													
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Gift	6-month BINGE Standard subscription																																													
Redemption Website	www.samsung.com/au/offer/smart-monitor-m5-promo																																													
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 Redemption Period visit and follow the prompts and instruction on the Redemption 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;																																													

	<p>II. provide the below information:</p> <ol style="list-style-type: none"> i. proof of purchase; ii. serial number of the Participating Product, <p>for the relevant Participating Product, and other such details as required by Samsung;</p> <p>III. provide the address to which the Eligible Claimant wishes the Gift to be delivered; and</p> <p>c) be one of the first 300 (three hundred) Eligible Claimants to submit the fully completed Online Claim Form during the Redemption Period and receive confirmation in accordance with (2) below, (Online Claim Forms will not be accepted after the end of the Redemption Period), (“Eligible Claim” or “Eligible Claimant”).</p> <p>2. Following the valid submission of the Online Claim Form, the Eligible Claimant will receive an email from the Promoter to the Eligible Claimant’s nominated email address within 14 days from the date their Eligible Claim is deemed valid by the Promoter, which provides a code that constitutes the Gift.</p> <p>3. Eligible Claimant must redeem the code by 30 June 2021 by visiting https://binge.com.au/ and completing sign-up using your voucher code. If Eligible Claimant is an existing BINGE customer, go to https://binge.com.au/my-account/voucher and enter the code into “My Account” to redeem.</p> <p>4. Standard monthly fees (charged at the rate of \$14 per month in accordance with BINGE Standard) will apply after the voucher period ends unless you cancel or change your subscription prior to the end date.</p> <p>5. One redemption per person. Offer not available in conjunction with other BINGE offers. Offer not available for redemption on third party devices or with third party billing. Excludes sign ups & payments via third parties.</p>
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.
General	<ol style="list-style-type: none"> 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. 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 Redemption 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 (q), 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:

	<p>(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>17. 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 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.</p> <p>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.</p> <p>19. The Participating Products are subject to stock availability on www.samsung.com/au.</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 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 Claimants 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 Terms and Conditions.</p> <p>For the avoidance of doubt, no personal information will be shared by Samsung and Streamotion Pty Limited (owners and operators of BINGE). Any personal information supplied by Eligible Claimants to Streamotion in claiming their Gift is subject to the Streamotion Privacy Policy located at https://help.binge.com.au/s/privacy-policy.</p>
Samsung	<p>Samsung Electronics Australia Pty Ltd (ACN 002 915 648) 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia</p>
Promotion Support	<p>Email: promos.au@samsung.com</p>