

**Samsung Galaxy Watch 6 Series Pre-order Promotion 2023 (Promotion)**

**Terms and Conditions (T&Cs)**

**Offer**

Eligible Entrants who purchase a Participating Product from a Participating Retail Store during the Promotional Period will be eligible to receive a ("**Bonus Gift**"), subject to these T&Cs.

In order to receive the Bonus Gift, Eligible Entrants must submit an Eligible Claim within the Redemption Period (where a Participating Product/s is purchased from a Participating Retail Store).

In order to receive a Bonus Gift, Eligible Entrants must strictly adhere to the Bonus Gift Claim Process within the Redemption Period.

**Eligible Entrants**

Australian residents aged 18 years and over who Purchase a Participating Product from a Participating Retail Store during the Promotional Period.

**Participating Products**

<b>Participating Products</b>				
<b>Product name</b>	<b>Code</b>	<b>Description</b>	<b>Connectivity</b>	<b>Colour</b>
<b>Watch 6</b>	SM-R930NZKAXSA	Watch6 - 40mm	BTH	Graphite
	SM-R930NZEAXSA	Watch6 - 40mm	BTH	Gold
	SM-R940NZKAXSA	Watch6 - 44mm	BTH	Graphite
	SM-R940NZSAXSA	Watch6 - 44mm	BTH	Silver
	SM-R935FZEAXSA	Watch6 - 40mm	LTE	Gold
	SM-R935FZKAXSA	Watch6 - 40mm	LTE	Graphite
	SM-R945FZKAXSA	Watch6 - 44mm	LTE	Graphite
	SM-R945FZSAXSA	Watch6 - 44mm	LTE	Silver
<b>Watch 6 Classic</b>	SM-R950NZKAXSA	Watch6 Classic - 43mm	BTH	Black
	SM-R950NZSAXSA	Watch6 Classic - 43mm	BTH	Silver
	SM-R960NZKAXSA	Watch6 Classic - 47mm	BTH	Black
	SM-R960NZSAXSA	Watch6 Classic - 47mm	BTH	Silver
	SM-R955FZKAXSA	Watch6 Classic - 43mm	LTE	Black
	SM-R955FZSAXSA	Watch6 Classic - 43mm	LTE	Silver
	SM-R965FZKAXSA	Watch6 Classic - 47mm	LTE	Black
	SM-R965FZSAXSA	Watch6 Classic - 47mm	LTE	Silver

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, entrants 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](http://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 the Promoter in its absolute discretion, additional or ancillary to the models listed in the table above.

**Participating Retail Stores**

<b>Participating Retail Stores</b>		
Samsung Retail Stores	JBHiFi	Costco
Optus and Optus Partners	Harvey Norman	Flybuys Rewards ( <a href="https://experience.flybuys.com.au/rewards/store">https://experience.flybuys.com.au/rewards/store</a> )
Vodafone & Vodafone Partners	Officeworks	The Good Guys
Telstra and Telstra Partners	Bing Lee	Qantas Q Store <a href="https://marketplace.qantas.com/au">https://marketplace.qantas.com/au</a>
Joyce Mayne	Domayne	eBay Australia ( <a href="https://www.ebay.com.au/str/samsungaustralia">https://www.ebay.com.au/str/samsungaustralia</a> ) Note: eBay Marketplace is excluded from the Promotion

	<p>a) <a href="#">“Samsung Retail Stores”</a> means a Samsung-branded physical store or studio in Australia, a list of which is available at the URL <a href="http://www.samsung.com/au/samsungstore">www.samsung.com/au/samsungstore</a></p> <p>b) For the avoidance of doubt “Samsung Retail stores” does not include the “Samsung Online Store”, Samsung’s official e-store accessible via the URL <a href="https://shop.samsung.com/au/">https://shop.samsung.com/au/</a>.</p> <p>c) The following list of Samsung’s Enhanced Partnership Portals are also excluded from this promotion:</p> <ul style="list-style-type: none"> <li>o Samsung Staff Portal ,</li> </ul> <p>d) Samsung recommends that, prior to purchasing a Participating Product, entrants verify with the retailer that the retailer is a Participating Retail Store for the purposes of this Promotion.</p>			
<b>Promotional Period</b>	<b>Start Time and Date</b>	10:00pm AEST 26 <sup>th</sup> July 2023		
	<b>End Time and Date</b>	11:59 PM AEST 17 <sup>th</sup> August 2023		
<b>Bonus Gift</b>	Eligible Entrants who submit a claim that strictly adheres to the Bonus Gift Claim Process during the Redemption Period will receive a promotional code, (“Promo Code”) via email (sent to their registered email address), that will entitle them to redeem one (1) Bonus Gift which corresponds with the Participating Product purchased as outlined below. Bonus Gifts are subject to stock availability. In the event that there is insufficient stock of any Gift, Samsung reserves the right to substitute any Gift with an alternate product of equal or lesser value in its absolute discretion.			
	<b>Participating Product</b>	<b>Bonus Gift Description</b>	<b>Model Number</b>	<b>Value (RRP)</b>
	Galaxy Watch 6 - 40mm	Fabric Band	ET-SVR93SBEGWW	\$99.00
	Galaxy Watch 6 Classic - 43mm	(Slim, S/M) (Black)		
	Galaxy Watch 6 - 44mm	Fabric Band	ET-SVR94LBEGWW	
Galaxy Watch 6 Classic - 47mm	(Wide, M/L) (Black)			
<b>Bonus Gift Claim Process</b>	<p>a) To be eligible to claim a Bonus Gift, an Eligible Entrant must (during the Promotional Period) Purchase a Participating Product from:</p> <ul style="list-style-type: none"> <li>i. a Participating Retail Store .</li> </ul> <p>b) Provide the below information at <a href="http://www.samsung.com/au/offer/galaxy-watch6/">www.samsung.com/au/offer/galaxy-watch6/</a> between 9:00am AEST 11<sup>th</sup> August 2023 and 11:59pm AEST 15<sup>th</sup> September 2023:</p> <ul style="list-style-type: none"> <li>i. Proof of Purchase as proof of purchase of the Participating Product during the Promotional Period; and</li> <li>ii. <i>IMEI for all Participating Products. (Instructions on how to find IMEI/Serial number can be found at : <a href="http://www.samsung.com/au/support/mobile-devices/how-to-find-phone-model-number-serial-number-or-imei-number/">www.samsung.com/au/support/mobile-devices/how-to-find-phone-model-number-serial-number-or-imei-number/</a>)</i> <b><u>(“Eligible Claim”)</u></b></li> </ul> <p>c) If the Eligible Entrant has submitted the requested information that correctly adheres to this Bonus Gift Claim Process, Eligible Entrants will receive an email (sent to their registered email address) containing a Promo Code.</p> <p>d) In the event a Bonus Gift Claim has not been correctly submitted, Samsung will endeavour to contact Eligible Entrants by email within fourteen (14) days of the Eligible Entrant submitting the claim. Eligible Entrants will have fourteen (14) days to respond to the email to provide the requested information. If the requested information is not provided within fourteen (14) days, the claim will become invalid.</p> <p>e) Eligible Entrants who receive a Promo Code must visit <a href="https://www.samsung.com/au/shop-gift/">https://www.samsung.com/au/shop-gift/</a> (“<b>Samsung eStore</b>”) during the Redemption Period and select the Bonus Gift that corresponds to the Participating Product they purchased in accordance with the above table set out in these T&amp;Cs. Eligible Entrants must redeem their Bonus Gift using their Promo Code, applied to their shopping cart, before the End Time and Date for Bonus Gift Redemption.</p>			
<b>Proof of Purchase</b>	<p>When submitting a claim for a Promo Code such claim be accompanied by a valid tax invoice or some other documentation which must contain the following information as proof of your Purchase:</p> <ol style="list-style-type: none"> <li>1) Name / Logo of the Participating Retail Store;</li> <li>2) Name of the Participating Product; and</li> <li>3) Date of the Purchase of the Participating Product.</li> </ol> <p>The Proof of Purchase MUST clearly show that the Purchase or contract was concluded during the Promotional Period.</p>			
<b>Purchase</b>	<p>Participating Products must be paid for in full or a have a contract or rental payment plan with a term of twelve (12) months or more. Purchase excludes:</p> <ol style="list-style-type: none"> <li>(i) rental payment plans with a term of less than twelve (12) months;</li> <li>(ii) lay-buys; and</li> <li>(iii) commercial or business transactions.</li> </ol>			
<b>Redemption Period</b>	<b>Start Time and Date</b>	09:00 AM AEST 11 <sup>th</sup> August 2023		
	<b>End Time and Date to claim a **Promo Code**</b>	11.59 PM AEST 15 <sup>th</sup> September 2023		
	<b>End Time and Date for Bonus Gift Redemption</b>	11:59 PM AEDT 31 <sup>th</sup> October 2023		

<b>Delivery of Bonus Gift</b>	<ul style="list-style-type: none"> <li>a) Eligible Entrants should allow at least ten (10) days for delivery of the Promo Code.</li> <li>b) Eligible Entrants should allow at least sixty (60) days for delivery of the Bonus Gift from the date <i>they receive notification from Samsung eStore that they have completed a Purchase</i>. Samsung will use reasonable endeavours to deliver the Bonus Gift within 60 days from the date notification is received, but it may be subject to delays outside of Samsung's control.</li> <li>c) The Bonus Gift will be delivered to mailing address submitted at the time of making a Bonus Gift purchase choice on the <i>Samsung eStore</i>.</li> <li>d) The Bonus Gift will be delivered by a courier partner of Samsung's choosing and must be signed for at time of delivery.</li> <li>e) 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 Bonus Gift will then be delivered to a local Australia Post Office for your collection.</li> </ul>
<b>Other Matters</b>	<ul style="list-style-type: none"> <li>(a) Participation in this Promotion is deemed acceptance of these T&amp;Cs.</li> <li>(b) This Promotion is not valid in conjunction with any other Samsung offer or promotion.</li> <li>(c) This Promotion is available to individuals only and is not open to companies, businesses, commercial ventures, organisations or anyone acting on their behalf. This does not prevent an individual on a business phone plan from entering the Promotion.</li> <li>(d) There is a limit of one (1) Bonus Gift per Participating Product purchased.</li> <li>(e) There is a limit of five (5) claims for a Bonus Gift under this Promotion per Eligible Entrant.</li> <li>(f) All prices quoted in these T&amp;Cs are inclusive of GST.</li> <li>(g) The Bonus Gift is not transferable, exchangeable or redeemable for cash. For the avoidance of doubt, Eligible Entrants are expressly excluded from returning their Bonus Gift under Samsung's Change of Mind policy.</li> <li>(h) If this Promotion is interfered with or cannot be conducted as planned, Samsung may disqualify any entrant and/or modify, suspend or terminate the Promotion as applicable.</li> <li>(i) If a Gift Bundle is unavailable, Samsung may substitute a reasonably equivalent item at its discretion. However, the Promotion ends if Participating Product and/or Bonus Gift stocks run out.</li> <li>(j) The Promotional Period and/or Redemption Period may be extended in Samsung's absolute discretion.</li> <li>(k) 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 or other Proof of Purchase 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.</li> <li>(l) Incomplete, indecipherable or illegible claims will be deemed invalid. Eligible Entrants are responsible for ensuring their correct contact number, email address and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Entrant fail to receive their Bonus 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/ IMEI or insufficient proof of purchase.</li> <li>(m) Subject to paragraph (n), 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 Bonus Gift Bundle 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 Bonus Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Bonus Gift.</li> <li>(n) Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the <i>Competition and Consumer Act 2010 (Cth)</i> ("<b>CCA</b>") 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.</li> <li>(o) 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. The Participating Products are subject to stock availability at each individual Participating Retailer Store</li> </ul>
<b>Privacy</b>	<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. 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 <a href="http://www.samsung.com/au">www.samsung.com/au</a>, which forms part of these T&amp;Cs.</p>
<b>Samsung/ the Promoter</b>	<p>Samsung Electronics Australia Pty Ltd (ACN 002 915 648) 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia</p>
<b>Promotion Support</b>	<p>For queries relating to claim submission, claim status and delivery of Promo Codes, email <a href="mailto:Telco-promos@samsung.com">Telco-promos@samsung.com</a> or phone: 1300 362 603 option 9, then 5</p> <p>For queries relating to Promo code queries, delivery of Bonus Gift, escalations, email <a href="mailto:onlinesupport@samsung.com">onlinesupport@samsung.com</a> or phone: 1300 362 603 option 9, then 4</p>