

Samsung Rewards Program

TERMS AND CONDITIONS

Updated as of 26 September 2024

PLEASE READ CAREFULLY. By enrolling in this program, you agree to the following terms and conditions that govern the Samsung Rewards Program.

A. Overview of Samsung Rewards Program

Samsung Rewards Program (the "Program") is a loyalty program sponsored by Samsung Electronics Australia Pty Ltd ("Samsung") through which individuals ("Participant(s)") who have a valid Samsung Account ID, may earn points ("Point(s)") that will be credited to Participant's Samsung Rewards Account ("Rewards Account") as set forth herein. Participants may redeem their Points for discounts on purchases through the Samsung online store as described in these Terms and Conditions.

B. Eligibility and Participation in the Program

- 1. Eligibility:** The Program is open to legal residents of Australia over the age of 18, or to residents over the age of 13 with the consent of a parent or guardian. Participants must have a valid Samsung Account ID. Accounts are free to create, but subject to the Samsung Account terms and conditions. If you do not have a Samsung Account ID, visit <https://account.samsung.com/au> and follow the links and instructions to create an account. The Samsung Account terms and conditions (available at <https://account.samsung.com/membership/policy/terms>) as updated from time to time form an integral part of these Terms and Conditions. In case of any inconsistency or conflict between the terms of these Terms and Conditions and the Samsung Account terms and conditions, these Terms and Conditions shall prevail. If you are a parent or legal guardian permitting a person under the age of 18 ("Minor") to use the Program, you agree to: (i) supervise the Minor's use of the Program; (ii) assume all risks and liability associated with or resulting from the Minor's use of the Program; (iii) ensure the accuracy and truthfulness of all information submitted by the Minor; and (iv) assume responsibility and be bound by these Terms and Conditions for the Minor's access and use of the Program.
- 2. Registration:** To enrol in this Program and thereby create a Rewards Account, Participant is required to register a Samsung Account online (www.samsung.com/au) or through the Samsung Members application and agree to these Terms and Conditions. Once a Samsung Account has been created, the Account holder will be eligible to earn and redeem Points through the Program. Continued participation in the Program constitutes each Participant's continued full and unconditional agreement to these Program Terms and Conditions, as updated from time to time ("Rules"), and representation that Participant meets the eligibility requirements set out in these Rules. Those who do not comply with these Rules may be prohibited from participating in the Program as determined by Samsung in its sole discretion. There is a limit of one (1) Rewards Account per person/e-mail address, regardless of whether more than one person uses the same e-mail address. The person who is the

authorised e-mail account holder of the e-mail address indicated when registering (and who otherwise meets the eligibility criteria) will be deemed the Participant.

3. **Privacy and Personal Information:** Any personal information collected in connection with the Rewards Account and/or this Program will be handled in accordance with Samsung's Privacy Policy which can be accessed here: <https://www.samsung.com/au/info/privacy/>. Participants agree that Samsung may collect, use, disclose, transfer and store personally identifiable data and information about Participants in accordance with Samsung's Privacy Policy, for the purposes of operating and managing the Program.
4. **Receive Notifications From Samsung:** By accepting these Rules and signing up for the Program, Participants hereby agree to receive email messaging to the email address associated with his/her Samsung Account as set forth in Samsung's Privacy Policy . Samsung may use this email address to send Points expiry notifications to Participants prior to expiry of their accrued Points.

C. Duration, Modification and Termination of the Program

1. The Program will continue until Samsung announces its termination, which it may do at any time, with or without notice to Participants. Samsung also reserves the right to suspend or modify the Program, at its discretion, at any time with or without notice. Termination, modification or suspension may affect a Participant's ability to redeem accumulated Points.
2. A Participant's continued participation in the Program constitutes his or her acceptance of any changes to these Rules.
3. Samsung may at any time amend these Terms and Conditions, and will notify any changes by posting the updated Terms and Conditions on its website www.samsung.com/au. If Samsung considers the changes are material, Samsung may send a notification to the email address linked to your Samsung Rewards Account before the updated Terms and Conditions become effective. If you don't agree to the changes, you can stop using the Program and delete your Samsung Account. By continuing to use the Program after the updated Terms and Conditions become effective, you confirm that you understand and accept the updated Terms and Conditions.

D. Earning Points

1. Samsung will offer Points rewards for purchase of products through the Samsung Australia Online Store (Samsung.com/au) or the Samsung Shop App ("**Qualifying Purchase**"). For any Tier Status calculation, a purchase must have passed the 14 day cooling off period to be counted as a Qualifying Purchase.

2. Rewards Points may not be earned:

- (a) on the purchase of services, such as Samsung Care+, or installation services;
- (b) for limited release products; or
- (c) purchases made through the Samsung Education Store, Samsung Government Store, or an Enhanced Partnership Portal,

or as otherwise notified from time to time.

3. Participant will earn Points as follows:

- (a) Participants must be logged into their Samsung Account during purchase check out.
- (b) Participant will receive Points based upon the final cost paid at check out (whether paid-in-full or approved for Samsung or other financing). The final cost will be calculated after all discounts, including use of Points to purchase, coupons, and promo codes have been redeemed and will not include shipping or other fees, if any. The number of Points that will be earned will be displayed after check out.
- (c) Points will be credited to Participants Rewards Account 14 days after delivery of the Qualifying Purchase, once applicable return periods have lapsed.
- (d) If Participant is not logged into their Samsung Account during the purchase process, Participant forfeits the ability to request Points in respect of that purchase at a later time. Samsung may in its sole discretion credit points where Participant was not logged into their Samsung Account at time of purchase based on a case by case assessment.

4. If a Qualifying Purchase is returned for any reason after Points have been credited, Samsung reserves the right to deduct the corresponding Points from Participant's Rewards Account.

5. **Earning Points through other Special Offers:** Samsung may also offer Points through promotional offers to some or all Participants for limited time periods. These offers may be communicated through the Samsung Members App, email, and other Samsung Services such as Samsung.com. Each offer will provide details and terms including how to participate and other limitations or restrictions. Samsung may notify eligible Participants of special offers through push notifications and/or to the email address associated with their Samsung Account.

E. Point Value, Forfeiture of Points, & Viewing Points

1. **Tier Status.** Participants may earn Points and Program benefits based on the Participant's achieved Samsung Account Tier Status. There are three (3) Tiers: Blue,

Gold and Platinum. Participant’s Tier Status will be calculated based on the total spend on Qualifying Purchases made within the last 24 month period, as set forth in the table below.

Tier	Cumulative Spend on Qualifying Purchases within 24 Months (AUD)	Tier Benefits
Blue	0 – 2,499	<ul style="list-style-type: none"> • Earn 1% back in Points on any Qualifying Purchase • Enjoy Blue Tier Point multipliers on select products as advertised
Gold	2,500 – 3,999	<ul style="list-style-type: none"> • Earn 3% back in Points on any Qualifying Purchase • Enjoy Gold Tier Point multipliers on select products as advertised
Platinum	4,000 or more	<ul style="list-style-type: none"> • Earn 5% back in Points on any Qualifying Purchase • Enjoy Platinum Tier Point multipliers on select products as advertised

- Participant can achieve a Tier Status at any point by spending the required cumulative amount on qualifying purchases as set forth in the table above.
- Purchases made through the Samsung Education Store, Samsung Government Store, or an Enhanced Partnership Portal will not be counted towards your spend amount to calculate your Tier Status.
- A Tier Status will remain in effect as the minimum Tier Status for the following 24 months from the date the Tier Status is assigned in accordance with the Tier Assignment Frequency. Participants must requalify for Tier Status at the cessation of the 24 month period. Participant’s Tier Status is based on the highest qualifying Tier for which the Participant qualifies. For example: If a Participant reaches 2,500 cumulative spend on 1 January 2023, the Participant will be assigned a “Gold” Tier

Status on 10 February 2023 and will maintain such Tier Status for the next 24 months until 9 February 2025 (unless a higher Tier is achieved). Where a higher Tier Status is achieved during a 24 month period, a new 24 month period will commence from the date that the higher Tier Status is assigned in accordance with the Tier Assignment Frequency. The Participant's Tier Status at the conclusion of a 24 month period will be re-determined based on the cumulative spend in that 24 month period.

5. **Tier Assignment Frequency:** The Tier Status evaluation period closes on the last day of each month at 23:59.59 (AEST) (**Monthly Evaluation Period**). If the Participant has achieved a new Tier Status by the Monthly Evaluation Period, the Participant's Tier Status will be assigned or adjusted on or around the 10th day of the following month.
6. **Bonus Points:** Samsung may from time to time offer bonus Points promotions. Any changes to Points earn or redemption rates will be detailed in the terms and conditions of the relevant promotion.
7. **Other Tier Benefits:** Samsung may from time to time offer other Tier benefits in addition to those in the Tier Level table above. Any such benefits will be detailed in the terms and conditions of the relevant promotion.
8. **No Cash Value or Transferability.** Points do not constitute property, do not entitle a member to a vested right or interest and have no cash value. As such, Points are not redeemable for cash, transferable or assignable for any reason. Accordingly, Points are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale or transfer of Points is strictly prohibited. Points may not be sold on any secondary market, and any transfer of Points to a secondary market shall be deemed void. There shall be no carry over or transfer of Points to other Samsung programs, unless otherwise determined by Samsung in its sole and absolute discretion.
9. **Point Expiration.** Points earned prior to 28 December 2023 will expire 24 months after they are credited to the Participant's Rewards Account and points earned after 28 December 2023 will expire 36 months after they are credited to the Participant's Rewards Account (**Validity Period**). Points not redeemed during the Validity Period will expire and be forfeited. Samsung may notify Participants prior to the expiry of their Points through the Samsung Members app, the Participant's Samsung Account, or by email.
10. **Accrued Points Viewable in Participant's Rewards Account.** The number of Points collected by each Participant will be tracked in the Participant's Samsung Account, and in the Samsung Members App where applicable. Points will be credited to Participant's Rewards Account 14 days after delivery of the Participant's eligible

purchase. If for any reason Points have not been accurately credited to a Participant's Account following a Qualifying Purchase, Participants may submit a claim through 1:1 enquiry on <https://www.samsung.com/au/support/contact/> for Samsung's consideration and review (**Points Claim**). Any Points Claim for Points not credited accurately must be received by Samsung within seven (7) days of the date of claimed accrual of such Points. Manual issuance of Points can take up to sixty (60) days. Samsung shall have no liability for any printing, production, typographical, mechanical or other errors in the Points summaries or Participant Reward Account. Samsung reserves the right to invalidate Points from a Participant Rewards Account if it determines that such Points were improperly credited or obtained fraudulently. Samsung reserves the right to require proof of accrual of Points and Samsung reserves the right to delay the processing or redemption of any Points without notice to Participants in order to ensure compliance with these Rules. Participants are responsible for maintaining the confidentiality of their Participant Rewards Accounts and activity on their Participant Rewards Account, and Participants agree to accept responsibility for all activities that occur under their Rewards Account. Without limiting any other remedies, Samsung may suspend or terminate a Participant's Reward Account if Samsung suspects that a Participant has engaged in fraudulent activity in connection with the Program. Participation in the Program is subject to these Rules, as well as policies and procedures that Samsung may adopt or modify from time to time. Any failure to abide by these Rules or any policies or procedures implemented by Samsung, any conduct detrimental to Samsung, or any misrepresentation or fraudulent activities in connection with the Program may result, in addition to any rights or remedies available to Samsung in law or equity, in the termination of participation in the Program, as well as forfeiture of Points accrued to date, all as determined by Samsung in its sole discretion.

F. Redeeming Points Earned

1. Points may be redeemed for discounts on products offered on the Samsung Australia Online Store located at [Samsung.com/au](https://www.samsung.com/au), when Participant is logged into their Samsung Account. Participant may redeem up to a maximum of 99% of the purchase price (inclusive of GST) of any transaction, regardless of the total number of points Participant has accrued in their Rewards Account. Must spend at least \$1.
2. The number of Points available to use for the purchase and its corresponding dollar value available to apply to the purchase will be displayed during check out.
3. Points may not be used to pay for shipping, or other fees, if any, and are not redeemable for the purchase of services (including Samsung Care+ and installation services).
4. Points cannot be redeemed for purchases made through the Samsung Education Store, Samsung Government Store, or an Enhanced Partnership Portal.
5. Upon completion of check out, the Points will be deducted from Participant's Rewards Account. The deduction of Points is final and except as described below in subsections (6) and (7), Points will not be returned.

6. Where an order for a product purchased using Points is returned or cancelled, Points will be returned to Participant upon cancellation or once Samsung confirms satisfactory return of the applicable product(s).
7. Where both cash and Points are used for a purchase or where multiple products are purchased but not all products are satisfactorily returned, the Points returned to Participant will be provided on a pro-rata basis, together with a refund of any cash balance of the returned purchase price where applicable.

G. Points Conversion and Transfer

1. Points Transfer – Eligibility and Availability
 - (a) Where a Participant has accrued Rewards Points in multiple countries, these sit within separate Rewards Accounts for each country, each overseen by the Samsung Electronics subsidiary which operates the Samsung Rewards Program in that country.
 - (b) Participants may transfer Rewards Points from one Samsung Rewards Program to another (a “Transfer”). In order to use the Transfer feature, Participants must
 - i. Have registered two active Samsung Rewards Accounts: a Sending Account in one Samsung Rewards Program from which the points are being transferred, and a Recipient Account in another Samsung Rewards Program to which the points are being transferred
 - ii. Have registered the Sending Account and Recipient Account to the same Samsung Account
 - iii. Have at least 1 Rewards Point in the Sending Account.
 - (c) These Terms apply to any Transfer from any Rewards Program outside Australia to Participant’s Recipient Account within the Australian Samsung Rewards Program.
 - (d) Participants can only transfer Rewards Points between their own Rewards Accounts. It is not possible to send Points to or receive Points from another person or Samsung Account.
 - (e) Participants can request Transfers in the Samsung.com My Page and Rewards Program home page for any Rewards Program in which they have a Rewards Account. Participants can also view their Samsung Rewards history, including details of previous Transfers, on these pages.
2. Conversion Methodology
 - (a) Samsung Rewards Points are worth different amounts for each Rewards Program. This reflects different Rewards Points earning and redemption rates and prices of Samsung’s products. Prior to any Transfer, the Rewards Points balance, and amount of points selected for transfer from the Sending Account, must first be converted into the equivalent Points value for the Recipient Account.
 - (b) The Rewards Points value conversion rate (the “Conversion Rate”) for the proposed Transfer will be shown on screen, alongside the number of Rewards Points being transferred and starting and finishing account balances for both the Sending Account and Recipient Account. Participants are able to review the Conversion Rate and number of points to be credited to the Recipient Account before confirming the Transfer.

- (c) Samsung determines the Conversion Rate at its own discretion, based on the average internal exchange rate used for the preceding month for the currencies used by the Sending Account and Recipient Account. Samsung reserves the right to update the Conversion Rates more frequently, or to adapt the methodology to reflect changing circumstances.
- (d) If the calculation of the points value in the Recipient Account results in a fraction of a Rewards Point, then the value of the Transfer will be rounded to the nearest full Point.
- (e) The total Points balance will be updated and displayed in real time in the Recipient Account. Participants should contact customer service if a Transfer is unsuccessful, or they believe there has been an error in the Transfer calculation.

3. Miscellaneous

- (a) Rewards Points subject to a Transfer retain the expiration date they held in the Sending Account.
- (b) A request to transfer Rewards Points cannot be cancelled or withdrawn. However, it is possible to re-convert Points by requesting a reverse Transfer, subject to the restrictions on excessive or fraudulent Transfers set out in section G.4 below.
- (c) Participants are responsible for managing any personal tax liabilities or obligations arising from the transfer of Rewards Points.
- (d) Samsung does not offer a currency exchange service. The Samsung Rewards Transfer feature is offered as a convenience to Participants, enabling them to combine and spend points earned from multiple Samsung Electronics subsidiaries. For the avoidance of doubt, the Rewards Points Conversion Rate does not represent or reflect current market exchange rates.
- (e) Each Samsung Rewards Program is subject to its own set of Terms. While the terms and conditions applying to the Transfer feature should be consistent, in the event of any discrepancy, the Terms applying to the Recipient Account shall take priority. For the avoidance of doubt, the same Conversion Rate is used for each pair of Rewards Programs.

4. Restrictions on Transfers

- (a) Some Rewards Points may not be eligible for Transfer. For example, Rewards Points granted as part of a country-specific promotion or earning opportunity may be non-transferable. Any such restrictions will be explained on your Samsung Rewards Account page.
- (b) For some countries, the Participant may need to comply with or agree to local privacy and data processing requirements. The Participant may not be able to transfer Rewards Points to and/or from these countries' Rewards Programs if they do not agree to these requirements.
- (c) Samsung may at any time amend the list of countries which accept Rewards Points Transfers.
- (d) Samsung may restrict the transfer of Rewards Points between particular Samsung Rewards Programs on the basis of any legal requirements, in which case Samsung will notify you of the exclusions on the Samsung Rewards homepage.
- (e) Participants may be prevented from requesting Transfers if Samsung has reason to suspect that a Transfer request, or any previous transfers, are fraudulent, or aimed at gaming the conversion rates to artificially increase the overall points

balance and obtain a foreign exchange profit, rather than redeem the Points through the Recipient Account. Samsung may prevent a Participant from executing multiple International Samsung Rewards Transfers in a short period of time, including repeated small transfers and reversed transfers without any redemptions, as this may compromise the system or cause Samsung to incur significant costs.

H. General Terms and Conditions

1. Samsung reserves the right to suspend or discontinue the eligibility of any person who uses, or, in the case of suspension, is suspected of using, the Program in a manner inconsistent with these Rules or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of the Participant's Program eligibility, Samsung shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
2. Any attempt by any person to undermine or interfere with the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Samsung reserves the right to suspend or terminate that Participant's account, and to seek damages from any such person to the fullest extent permitted by law. Samsung's failure to enforce any of these Rules shall not constitute a waiver of that, or any other, provision.
3. The Program is provided to individuals only. Corporations, associations, including school organizations, or other groups may not participate in the Program.
4. All questions or disputes regarding eligibility for the Program, the availability of items, or a Participant's compliance with these Rules will be resolved by Samsung in its sole discretion.
5. Samsung is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.
6. Participants are responsible for the payment of all taxes which may result from their participation in the Program.
7. Participants are responsible for maintaining updated contact information associated with their Samsung ID.
8. The Program is subject to all applicable laws and regulations and Participants shall comply with all applicable laws and regulations.
9. These Terms and Conditions and your relationship with us under these Terms and Conditions will be governed and construed in accordance with the laws of the jurisdiction where the Participant is a resident, without regard to its conflict of law

provisions. These Terms and Conditions will not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any legal matters arising in relation to these Terms and Conditions that are not amicably settled, will be subject to the non-exclusive jurisdiction of the courts of the jurisdiction where the Participant is a resident.

I. **Limitation of Liability**

1. Samsung, and its parent, subsidiary, affiliate, franchisees, and related companies, and each of its and their respective officers, directors, employees, shareholders, agents and promotional and advertising agencies, successors, assigns (collectively the “Released Parties”) are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any web site or any combination thereof. In the event that the Samsung Members App and/or the Rewards Program is temporarily corrupted and suspended, notice of such will be provided and Participants may be advised to (1) not redeem Points until such time that the Program, as originally intended, may be resumed and (2) that Qualifying Purchases during this time period completed will not generate Points for the Participant such that the Participant will need to make submit a Points Claim as set out in these Terms and Conditions.
2. **DISCLAIMER OF WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND FROM US, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY, WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR AFFILIATES SHALL BE DEEMED TO ALTER OUR DISCLAIMER OF WARRANTY REGARDING OUR SERVICES, OR TO CREATE ANY WARRANTY OF ANY SORT FROM US.
3. WITHOUT LIMITING THE PREVIOUS DISCLAIMER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT OUR SERVICES OR THE CONTENT THEREIN WILL (i) OPERATE IN AN UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE MANNER; (ii) WILL BE FREE FROM ALL HARMFUL COMPONENTS OR ERRORS; (iii) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU OR THE INFORMATION YOU PROVIDED) FROM UNAUTHORIZED ACCESS; OR (iv) WILL BE ACCURATE, COMPLETE, OR RELIABLE, THAT THE QUALITY OF THE SERVICES WILL BE SATISFACTORY TO YOU, OR THAT ERRORS WILL BE CORRECTED. IN ADDITION, WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THIRD PARTY SERVICES, ADVERTISEMENTS, CONTENT, OR ANY OTHER PRODUCT OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH OUR SERVICES.

4. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS, OPPORTUNITY OR DATA, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY OTHER INTANGIBLE LOSSES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO A SPECIFIC SERVICES EXCEED THE AMOUNT YOU PAID US FOR SUCH SPECIFIC SERVICES. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND EVEN TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS ARE REASONABLE GIVEN THE BENEFITS OF THE SERVICES AND YOU WILL ACCEPT SUCH RISK AND/OR INSURE ACCORDINGLY.
5. **AUSTRALIAN CONSUMER LAW.** IN AUSTRALIA, OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THESE TERMS PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES AND UNDERTAKINGS, AND OTHER LEGAL RIGHTS, THAT CANNOT BE MODIFIED OR EXCLUDED UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) AND OTHER LAWS.
6. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless us, our licensors, our agents, and all officers, directors, and employees from any and all third party claims, actions, losses, damages, liabilities, judgments, grants, costs, and expenses (including reasonable attorneys' fees) arising from: (i) your use of our Services or use by any person that you allow to use our Services that is not in

accordance with these Terms, (ii) any breach of this Agreement by you or by any person that you allow to use our Services, or (iii) any violation of any laws or regulations or the rights of any third party by you or by any person that you allow to use our Services.

7. If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Rules, which will otherwise remain in full force and effect.

Promoter: Samsung Electronics Australia Pty Ltd, 3 Murray Rose Avenue, Sydney Olympic Park, NSW 2127.