

Samsung Rewards Program

TERMS AND CONDITIONS

Updated as of 27 August 2021

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. 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; (iv) ensure the accuracy and truthfulness of all information submitted by the Minor; and (v) assume responsibility and be bound by these Terms and Conditions for the Minor's access and use of the Program.
2. Registration. To enroll 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 authorized 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) ("**Qualifying Purchase**"). Rewards Points may not be earned on the purchase of services, such as Samsung Care+ or installation. 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.
2. 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.
3. **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. **Points Value.** Points will be earned at a rate of 1 Point per \$1 spent. Each point has a redemption value of \$0.01, and Participants must redeem a minimum of 10 Points in any transaction using Points.
- (a) 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.
2. **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.

3. **Point Expiration.** Points earned will expire 24 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.

4. **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://help.content.samsung.com/csweb/main/main.do> 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, 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.
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. 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 (5) and (6), Points will not be returned.
5. 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).
6. 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. 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.

H. **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.