

Samsung – Smart Switch Guarantee								
Terms and Conditions (T&Cs)								
Offer	Eligible Customers who purchase a Participating Product from Samsung Branded Retail Store during the Promotional Period will be eligible for the Offer (i.e. the 'Smart Switch Guarantee' outlined below), subject to these T&Cs.							
Eligible Customers	Australian residents aged 18 years and over who Purchase a Participating Product from a Participating Samsung Branded Retail Store during the Promotional Period.							
Participating Products	<p>All Handheld and Tablet products which allow Smart Switch.</p> <p>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.</p> <p><u>Note:</u> Please note that each Participating Product is a certified product of Samsung Electronics Australia. Further information on the benefits of purchasing Australian models can be found at www.samsung.com/au/made-for-australia.</p>							
Purchase	<p>Participating Products must be purchased payment in full or a contract or rental payment plan with a term of twelve (12) months or more. Purchase excludes: (i) rental payment plans with a term of less than twelve (12) months; (ii) lay-buys; and (iii) commercial or business transactions.</p> <p>This Offer is available with eligible Participating Products purchased through the Samsung TradeUp Program (https://www.samsung.com/au/tradeup/) during the Promotional Period.</p> <p>Proof of purchase must clearly show that the purchase or contract was made during the Promotional Period.</p>							
Purchase Price	<p>The Purchase Price for the Participating Products is the:</p> <p>(a) recommended retail price (RRP) detailed in the table above if payment is made in full; or</p> <p>(b) the amount paid towards a contract or rental payment plan with a term of twelve (12) months.</p>							
Participating Samsung Branded Retail Store/s	<table border="1"> <thead> <tr> <th>Store Location</th><th>State</th><th>Address</th></tr> </thead> <tbody> <tr> <td>Chadstone</td><td>VIC</td><td>Chadstone Shopping Centre, 1341 Dandenong Rd, Chadstone VIC 3148</td></tr> </tbody> </table>		Store Location	State	Address	Chadstone	VIC	Chadstone Shopping Centre, 1341 Dandenong Rd, Chadstone VIC 3148
Store Location	State	Address						
Chadstone	VIC	Chadstone Shopping Centre, 1341 Dandenong Rd, Chadstone VIC 3148						
Promotional Period	Start Time and Date	08:00 AM AEDT 20 th of March 2025						
	End Time and Date	11:59 PM AEST 31 st of December 2025						
Offer Details	<p>Eligible Customers who purchase any Participating Product during the Promotional Period will be able to elect whether to have onsite staff perform a Smart Switch to transfer the data on their existing device to their new Participating Product.</p> <p>Eligible Customers who elect to have their data transferred via Smart Switch will be entitled to receive an immediate refund of their Participating Product if the Smart Switch data transfer fails to transfer all agreed items as requested by the Eligible Customer. To be eligible the below criteria has to be met:</p> <ul style="list-style-type: none"> Participating Product which the data is to be transferred to must be purchased at a Participating Samsung Branded Retail Store Files/photos/content to be transferred to be agreed upon prior to Smart Switch taking place <ul style="list-style-type: none"> All content to be transferred must be through Samsung Smart Switch. Content to be transferred shall not be of explicit or inappropriate imagery/videography Once all agreed content is switched, the Eligible Customer must (sign a form/tick a box/etc) to confirm that the Smart Switch has been completed to their satisfaction and as agreed prior to the transfer <p>Samsung reserves the right to refuse to provide the refund if Samsung finds that the content that is requested to be transferred is inappropriate, unreasonable or otherwise does not comply with these terms and conditions. All content must be transferred through Samsung Smart Switch. Samsung is not responsible for 3rd party App data transfer including 3rd party messaging apps such as WhatsApp and Signal.</p>							
Samsung Smart Switch	<p>Samsung Smart Switch terms and conditions and limitations apply.</p> <p>* Certain data cannot be transferred such as but not limited to read-only contacts, emergency alerts, temporary messages, failed to send messages, calendar from synced accounts, chat history or some other data protected by 3rd-party provider's policy, encrypted or DRM (Digital Rights Management)-protected media file or personal app data, wallpaper (pre-installed and Galaxy Themes).</p> <p>Find out more and read Smart Switch FAQs at https://www.samsung.com/au/apps/smart-switch/.</p>							
Other Matters	<p>(a) Participation in this Offer is deemed acceptance of these T&Cs</p> <p>(b) This Offer is valid with Participating Products that were Purchased through the TradeUp program</p> <p>(c) If the Eligible Customer purchased the Participating Product through the Samsung TradeUp Program, they will be entitled to receive the Purchase Price for the Participating Product, but they will not be entitled to receive their old device that they traded in.</p> <p>(d) This Offer is available only to individuals 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 Offer</p> <p>(e) All prices quoted in these T&Cs are inclusive of GST</p> <p>(f) If this Offer is interfered with or cannot be conducted as planned, Samsung may disqualify any customer and/or modify, suspend or terminate the Promotion as applicable</p> <p>(g) The Promotional Period may be extended in Samsung's absolute discretion</p> <p>(h) The Promoter reserves the right, at any time, to verify the validity of a claim for a refund and claimants using all other information available to the Promoter, and to disqualify any claimant who fails to provide evidence of a proof of purchase or otherwise submits a</p>							

	<p>claim for a refund that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.</p> <p>(i) Subject to paragraph (j), 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 Offer, 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 or proof of purchase documentation 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 Purchase Price to that stated in these Terms and Conditions or (e) any tax liability incurred by a claimant.</p> <p>(j) 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).</p> <p>(k) These Terms and Conditions are governed by the laws of New South Wales. Customers submit to the non-exclusive jurisdiction of the courts of New South Wales.</p> <p>(l) The Participating Products are subject to stock availability at each individual Participating Samsung Branded Retail Store</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. Customers 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 Customers 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 T&Cs.</p>
Samsung/ the Promoter	<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 Phone: 1300 362 603 (Option 5)</p>

Short form T&C

Offer available for purchases of a Participating Product until 31st of December 2025 Available with purchases from Participating Samsung Branded Retail Stores only. For Full T&C s visit <https://www.samsung.com/au/samsungstore/instore-offers/>.