

Samsung Members Community December "Eat Good, Feel Good" Promotion (Promotion)

Terms and conditions for game of skill promotion (T&Cs)

<p>Promotion</p>	<p>The Promotion is a game of skill for the Prizes that may be won by the Eligible Entrants who submit a winning Eligible Entry during the Promotional Period on the Samsung Members Community Platform ("SMC Platform") (located here: https://r1.community.samsung.com/t5/australia/ct-p/au) ("Website") or via Samsung Members App (https://tinyurl.com/n3k5uj3x) that best satisfies the Criteria.</p>				
<p>Eligible Entrants</p>	<p>Australian residents aged 18 years and over and a member of Samsung Members Community ("Samsung Member").</p>				
<p>Promotional Period (time in Sydney, NSW)</p>	<p>Start time and date</p>	<p>11:00 AM, Monday, 13 December 2021</p>			
	<p>End time and date</p>	<p>23:59 PM, Sunday, 26 December 2021</p>			
<p>Prize</p>	<p>There is one (1) Prize in total available to be won, consisting of:</p>				
	<p>Product Description</p>	<p>Product Model</p>	<p>Qty</p>	<p>RRP (unit)</p>	<p>RRP (Total)</p>
	<p>75" NEO WLED 4K SMART TV (2021)</p>	<p>QA75QN85AAWXXY</p>	<p>1</p>	<p>\$4,549.00</p>	<p>\$4,549.00</p>
<p>Website</p>	<p>https://r1.community.samsung.com/t5/australia/ct-p/au</p>				
<p>Personal Information</p>	<p>Eligible Entrant's full name, phone number, email address and residential address.</p>				
<p>Eligible Entry</p>	<p>The Eligible Entrant must, during the Promotional Period, participate in the challenge on the SMC Platform located https://r1.community.samsung.com/t5/contest/ct-p/Contest by uploading a photo onto the SMC Platform and providing the other information requested by the Promoter.</p>				
<p>Criteria</p>	<p>The Eligible Entrant must, during the Promotional Period, participate in the challenge on the SMC Platform located https://r1.community.samsung.com/t5/contest/ct-p/Contest by taking a photograph of their food using their Samsung smart device ("Photo"), and uploading it onto the SMC Platform.</p> <ol style="list-style-type: none"> 1. Photo must be "liked" at least five (5) or more times by a Samsung Member; and 2. Photo must be clear and legible. 3. Entries will be judged based on creativity and originality. <p>The Photo should not display any inappropriate, unlawful, fraudulent, misleading or illegal content. Samsung reserves the right to remove any image that it deems inappropriate in the circumstances. ("Challenge")</p>				

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Maximum entries per entrant	Maximum Prizes per entrant
Multiple entries allowed, provided photos are unique. Duplicate entries will be disqualified.	1
Judging and the Prize	<p>All Eligible Entries will be reviewed during the Promotional Period and the following day by a panel of judges comprising employees of the Promoter and/or employees of an agent of the Promoter ("Panel"). The Panel will determine, in its absolute discretion, the one (1) Eligible Entry submitted that best satisfy the Criteria. The Eligible Entrants who submitted those Eligible Entry will win a Prize ("Winner").</p> <p>The Winner will be notified by Direct Message (DM) and comment on the winning Entry post within the SMC Platform by the 28th of December 2021. The Winner must respond, and agree to accept their Prize, by COB 30th December, 2021 and provide their name, phone number and delivery address. The Winner will also be announced on 31st December 2021 via a post in Discussion or Lounge within the SMC Platform congratulating winning photos and usernames. Samsung will use reasonable endeavours to deliver the Prize within 21 days from the date of selection as a Winner. An Eligible Entrant is eligible to receive only one (1) Prize. Once a Winner has won a Prize, they are not eligible to receive any other Prize in this Promotion.</p>
Second chance winner	<p>If a Winner is not able to satisfy these T&Cs or forfeits or fails to accept their Prize by COB 30th December 2021; after being notified that they are a Winner, then that Winner will be deemed to have forfeited their Prize. In those circumstances, the Panel will meet to determine the Eligible Entrant who, in the Panel's absolute discretion, submitted the Eligible Entry that best satisfies the Criteria out of the remaining Eligible Entries ("Second Chance Winner"). The Second Chance Winner will be notified that they have won a Prize in the same manner as the Winner was notified. These T&Cs apply to a Second Chance Winner as if they were a Winner.</p>
General	<p>(a) Participation in this Promotion is deemed acceptance of these T&Cs</p> <p>(b) This Promotion is not valid in conjunction with any other Samsung offer or promotion</p> <p>(c) This Promotion is not open to companies, businesses, commercial ventures, organisations or anyone acting on their behalf. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p> <p>(d) There is a limit of one Prize per Eligible Entrant.</p> <p>(e) All prices quoted in these T&Cs are inclusive of GST</p> <p>(f) The Prize is not transferable, exchangeable or redeemable for cash</p>

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- (g) 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
- (h) The Promotional Period may be extended in Samsung's absolute discretion
- (i) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, contact number and place of residence) using all other information available to the Promoter, and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry 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.
- (j) Incomplete, indecipherable or illegible entries 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 Prize because of a failure to provide correct details or to notify of a change to those details.
- (k) Subject to paragraph (l), 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 Prize 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 Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Prize.
- (l) Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (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), 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.
- (m) 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 Reseller

Privacy

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,

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	<p>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 located 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 www.samsung.com/au, which forms part of these T&Cs.</p>
Promoter's details	<p>Samsung Electronics Australia Pty Ltd (ACN 002 915 648) 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia</p> <p>Promotional Support:</p> <p>Email: members.au@samsung.com</p> <p>Phone: N/A</p>